

**Know Your Client (KYC)****Application Form (For Non- Individuals Only)**

Please fill the form in ENGLISH and in BLOCK letters

Fields marked \* are mandatory

Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also



CDSL VENTURES LIMITED

....Exploring New Horizons

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Application Number: \_\_\_\_\_

Application Type\*: ☐ New KYC ☐ Modification KYC**1. Entity Details** (please refer guidelines)

PAN\* \_\_\_\_\_

Please enclose a duly attested copy of your PAN Card

Name\* (same as ID proof) \_\_\_\_\_

Date of Incorporation\* \_\_\_\_\_

Place of Incorporation\* \_\_\_\_\_

Date of Commencement\* \_\_\_\_\_

Registration Number\* \_\_\_\_\_

Entity Type\*

Please Tick (✓)

☐ Private Ltd. Co.☐ Public Ltd. Co.☐ Body Corporate☐ Partnership☐ Trust/Charity/NGO☐ HUF☐ FPI Category I☐ FPI Category II☐ AOP☐ Bank☐ Government Body☐ Defence Establishment☐ Body of Individuals☐ Society☐ LLP☐ Non-Government Organization☐ Others \_\_\_\_\_**2. Proof of Identity**<sup>+</sup> (please refer the guidelines)☐ Officially Valid Document(s) in respect of person authorized to transact☐ Certificate of Incorporation/Formation \_\_\_\_\_☐ Registration Certificate \_\_\_\_\_☐ Memorandum of Articles and Association☐ Partnership Deed☐ Trust Deed☐ Board Resolution☐ Power of attorney granted to its manager, office, employees to transact on its behalf☐ Activity Proof –1<sup>+</sup> (For Sole Proprietorship Only)☐ Activity Proof –2<sup>+</sup> (For Sole Proprietorship Only)**3. Address Details**<sup>\*</sup> (please refer the guidelines)**A. Registered Address**<sup>\*</sup>

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_

District\* \_\_\_\_\_

Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_

Country\* \_\_\_\_\_

**B. Correspondence/Local Address in India** (if different from above)\*

Line 1\* \_\_\_\_\_

Line 2 \_\_\_\_\_

Line3 \_\_\_\_\_

City/Town/Village\* \_\_\_\_\_

District\* \_\_\_\_\_

Pin Code\* \_\_\_\_\_

State\* \_\_\_\_\_

Country\* \_\_\_\_\_

Applicant Digital Signature (DSC)

**Proof of Address\*** (attested copy of any one POA to be submitted—#Not more than 3 months old)

<input type="checkbox"/> Certificate of Incorporation/Formation	<input type="checkbox"/> Registration Certificate	<input type="checkbox"/> Other document _____
<input type="checkbox"/> Latest Telephone Bill# (Landline only)	<input type="checkbox"/> Latest Electricity Bill#	<input type="checkbox"/> Latest Bank Account Statement#
<input type="checkbox"/> Registered Lease/ Sale Agreement of Office Premises	Validity/Expiry Date of POA (Expiry Date) ____	
<input type="checkbox"/> Any other proof of address document (as listed overleaf) _____		

**4. Contact Details**

Email ID _____	Mobile No. _____
Email ID _____	Mobile No. _____
Tel (off) _____	Fax _____

**5. Annexures Submitted**Number of Related Persons - **6. Remarks / Additional Information**


**7. Applicant Declaration**

I hereby declare that the details furnished above are true and correct to the best of my/our 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/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.

DATE: \_\_\_\_ (DD-MM-YYYY)

PLACE: \_\_\_\_\_

Applicant Digital Signature (DSC)

Applicant Wet Signature

**8. For Office Use Only**

KYC carried out by*	Intermediary Details*
KYC Date ____	<input type="checkbox"/> Self certified document copies received (Originals Verified)
Emp. Name _____	<input type="checkbox"/> True Copies of documents received (Attested)
Emp. Code _____	AMC / Intermediary Name OR Code:
Emp. Designation _____	NU INVESTORS TECHNOLOGIES PVT LTD
Employee Signature and Stamp	Employee Signature and Stamp

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**Know Your Client (KYC)****Annexure (For Non- Individuals Only)**

Please fill the form in ENGLISH and in BLOCK letters

Fields marked \* are mandatory

Fields marked \* are pertaining to CKYC and mandatory only if processing CKYC also

**CDSL VENTURES LIMITED**

....Exploring New Horizons

**lemenn**

Application Number:

Application Type\*: ☐ New KYC ☐ Modification KYC**1. Identity Details of Related Person (please refer guidelines overleaf)**

PAN\*

Please enclose a duly attested copy of your PAN Card

Name\* (same as ID proof)

Maiden Name\* (if any)

Fathers/Spouse's Name\*

Date of Birth\*

Gender\*

☐ Male☐ Female☐ Transgender

Nationality\*

☐ Indian☐ Other

Related Person Type\*

☐ Director☐ Promoter☐ Karta☐ Trustee☐ Partner☐ Court Appointed Official Proprietor☐ Beneficiary☐ Authorized Signatory☐ Beneficial Owner☐ Power of Attorney Holder☐ Others (please specify)

DIN: (mandatory if the related person is Director)

Applicant Photo

Proof of Identity (POI) submitted for PAN exempted cases (Please tick)

☐ A — Aadhaar Card

XXXX XXXX

☐ B — Passport Number

(Expiry Date)

☐ C — Voter ID Card☐ D — Driving License

(Expiry Date)

☐ E — NREGA Job Card☐ F — NPR☐ Z — Others

(any document notified by Central Government)

Identification Number

**2. Address Details\* (please refer guidelines overleaf)****A. Correspondence/ Local Address\***

Line 1\*

Line 2

Line 3

City/Town/Village\*

District\*

Pin Code\*

State\*

Country\*

Address Type\*

☐ Residential/Business☐ Residential☐ Business☐ Registered Office☐ Unspecified

Applicant e-SIGN

**B. Permanent residence address of applicant, if different from above A / Overseas Address\* (Mandatory for NRI Applicant)**

Line 1\* \_\_\_\_\_  
Line 2 \_\_\_\_\_  
Line3 \_\_\_\_\_  
City/Town/Village\* \_\_\_\_\_ District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_  
State\* \_\_\_\_\_ Country\* \_\_\_\_\_  
Address Type\* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified

**Proof of Address\*** (attested copy of any 1 POA for correspondence and permanent address each to be submitted)

☐ A — Aadhaar Card XXXX XXXX \_\_\_\_  
☐ B — Passport Number \_\_\_\_\_ (Expiry Date) \_\_\_\_  
☐ C — Voter ID Card \_\_\_\_\_ (Expiry Date) \_\_\_\_  
☐ D — Driving License \_\_\_\_\_ (Expiry Date) \_\_\_\_  
☐ E — NREGA Job Card \_\_\_\_\_  
☐ F — NPR Letter \_\_\_\_\_  
☐ Z—Others \_\_\_\_\_ (any document notified by Central Government)  
Identification Number \_\_\_\_\_

**3. Contact Details**

Email ID \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Tel (Off) \_\_\_\_\_ Tel (Res) \_\_\_\_\_

**4. Applicant Declaration**

I hereby declare that the details furnished above are true and correct to the best of my/our 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/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.

DATE: \_\_\_\_ (DD-MM-YYYY)

PLACE: \_\_\_\_\_

Applicant e-SIGN

Applicant Wet Signature

**5. For Office Use Only**

KYC carried out by*	Intermediary Details*
KYC Date ____ Emp. Name ____ Emp. Code ____ Emp. Designation ____	<input type="checkbox"/> Self certified document copies received (OVD) <input type="checkbox"/> True Copies of documents received (Attested) <div>NU INVESTORS TECHNOLOGIES PVT LTD</div>
Employee Signature and Stamp	Institution Name and Stamp



## Instructions/Guidelines for filling Individual KYC Application Form

### A. General Instructions:

1. Self-attestation of documents is mandatory.
2. Copies of all documents that are submitted need to be compulsorily self-attested by the applicant and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per below list mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent addresses are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/ Passport of Minor/Birth Certificate must be provided.
11. Politically exposed persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country e.g., Head of State or of Government, senior politician, senior government/judiciary/military officer, senior executive of state owned corporation, important political party official, etc.

### B. Proof of Identity (POI):

1. PAN card with photograph is mandatory for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Original Verified Documents (OVD) are acceptable: Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving License / Letter issued by NPR / NREGA job card
3. If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
4. Mention identification / reference number if 'Z – Others (any document notified by the central government)' is ticked.
5. Others – Identity card with applicant's photograph issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA):

1. PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
2. Others includes – Utility bill which is not more than 3 months old of any service provider (electricity, landline telephone, piped gas, water bill); Bank account or Post Office savings bank account statement; Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India
3. Identity card with applicant's photograph and address issued by any of the following: Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members.
4. Self declaration of High courts/Supreme court judges, giving the new address in respect of their own accounts.
5. Proof of address in name of spouse may be accepted.
6. Registered lease or Sale agreement/ Flat maintenance bill / Insurance copy / Ration card / Latest Property tax
7. Original Verified Documents (OVD) are acceptable: Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving License / Letter issued by NPR / NREGA job card

**D. Exemptions/Clarifications to PAN (\*Sufficient documentary evidence in support of such claims to be collected)**

1. Investments (including SIPs), in Mutual Fund schemes up to INR 50,000/- per investor per year per Mutual Fund.
2. Transactions undertaken on behalf of Central/State Government, by officials appointed by Courts, e.g., Official liquidator, Court receiver, etc.
3. Investors residing in the state of Sikkim.
4. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
5. In case of institutional clients, namely FIIs, MFs, VCFs, FVCIs, Scheduled commercial bank, Multilateral and Bilateral development financial institutions, State Industrial development corporations, insurance companies registered with IRDA and public financial institutions as defined under section 4A of the Company Act 1956, custodians shall verify the PAN card details with the original PANs and provide duly certified copies of such verified PAN details to the intermediary.

**E. List of people authorized to attest the documents:**

1. Authorized officials of Asset Management Companies (AMCs).
2. Authorized officials of Registrar & Transfer Agent (RTA) acting on behalf of the AMC.
3. KYC compliant mutual fund distributors affiliated to Association of Mutual Funds (AMFI) and have undergone the process of 'Know Your Distributor (KYD)'.
4. Notary Public, Gazette Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
5. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/ Consulate General in the country where the client resides are permitted to attest the documents.

**F. Online Mode Processing of KYC:**

1. ONLINE KYC
  - Applicant may directly upload their documents (OVD) as scanned images on intermediary's portal.
  - The documents should be digitally signed using DSC.
  - Intermediary attestation on documents (OSV) is exempted.

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Type of Entity	Additional Documents Required over and above PAN, POI and POA
Corporate	<ul style="list-style-type: none"> <li>• Copy of Balance Sheet for the last to financial years ( to be submitted every year).</li> <li>• Copy of latest share-holding pattern including the list of all those holding control, either directly or indirectly , in the company in terms of SEBI takeover regulations, duly certified by the company secretary/ whole time director/ MD (to be submitter every year).</li> <li>• Photograph, POI, POA, PAN and DIN number of the whole time Director/ 2 directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control—either directly or indirectly.</li> <li>• Copy of Memorandum and Articles of Association and Certificate of Incorporation.</li> <li>• Copy of Board Resolution for Investment in security markets.</li> <li>• Authorized signatories list with specimen signatures.</li> <li>• Shareholding pattern.</li> </ul>
Partnership Firm	<ul style="list-style-type: none"> <li>• Copy of Balance Sheet for the last to financial years ( to be submitted every year).</li> <li>• Certificate of Registration (for registered partnership firms only).</li> <li>• Copy of Partnership Deed.</li> <li>• Authorized signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> <li>• Shareholding pattern.</li> </ul>
Trust	<ul style="list-style-type: none"> <li>• Copy of Balance Sheet for the last to financial years ( to be submitted every year).</li> <li>• Certificate of Registration (for registered Trusts only).</li> <li>• Copy of Trust Deed.</li> <li>• List of Trustees certified by Managing Trustees/ CA</li> <li>• Photograph, POI, POA, PAN of Trutees.</li> </ul>
HUF	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Deed of Declaration of HUF or List of Co-Parceners.</li> <li>• Bank Passbook / Bank statement in the name of HUF.</li> <li>• Photograph, POI, POA, PAN of KARTA.</li> </ul>
Banks/Institutional Investors	<ul style="list-style-type: none"> <li>• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Unincorporated Asso- ciation or a Body of Individuals	<ul style="list-style-type: none"> <li>• Proof of existence or Constitution document.</li> <li>• Resolution of Managing Body and power od Attorney granted to transact business on its behalf.</li> </ul>
Army/Government Bodies	<ul style="list-style-type: none"> <li>• Copy of Constitution/Registration or Annual report/Balance Sheet for the last 2 financial years.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Army/Government Bodies	<ul style="list-style-type: none"> <li>• Self certification on letterhead.</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Society Registration Act.</li> <li>• List of managing committee members.</li> <li>• Committee Resolution for persons authorized to act as authorised signatories with specimen signatures.</li> <li>• True copy of society rules and by-laws certified by Chairman/Secretary.</li> </ul>
FPI Category I	<ul style="list-style-type: none"> <li>• FPI Certificate</li> <li>• Constitution Documents</li> <li>• Copy of Board Resolution (optional)</li> <li>• Shareholding pattern and Ultimate Beneficiary Owners List (UBO)</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>
FPI Category II	<ul style="list-style-type: none"> <li>• FPI Certificate</li> <li>• Constitution Documents</li> <li>• Copy of Board Resolution</li> <li>• Shareholding pattern and Ultimate Beneficiary Owners List (UBO) with UBO proof of identity</li> <li>• Authorized signatories list with specimen signatures.</li> </ul>

Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant

PAN of the Applicant

Sr. No.	PAN	Name	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

UCC CODE	:
CLIENT ID	:
CLIENT NAME	:
ACCOUNT OPENING DATE	:
AP/BRANCH NAME	:

lem<sup>nn</sup>



# APPLICATION KIT

## EQUITY AND DEMAT

## Instructions/checklist for filling KYC form

### A. Important points

- Self-attested copy of a PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole-time directors and persons authorized to deal in securities on behalf of the company/firm/others.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original source of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below-mentioned list.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- The name & address of the applicant mentioned on the KYC form should match with the documentary proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- The sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), a copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In the case of Merchant Navy NRIs, the Mariner's declaration or certified copy of the CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with a Depository participant or Mutual Fund, for a minor, a photocopy of the School Leaving Certificate/Mark sheet issued by the Higher Secondary Board/Passport of the Minor/Birth Certificate must be provided.
- Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of State or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc.

### B. Proof of Identity (POI)

List of documents admissible as Proof of Identity:

- Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
- PAN card with photograph.
- Identity card/document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA)

List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

- Passport/Voters Identity Card/Ration Card/Registered Lease or Sale Agreement of Residence/Driving License.
- Utility bills like Telephone Bills (only landline), Electricity bills or Gas bills - Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary Public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central/State Government and its departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council, etc., to their Members.
- For FII/sub-account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
- The proof of address in the name of the spouse may be accepted.

**D. Exemptions/clarifications to PAN (\*Sufficient documentary evidence in support of such claims to be collected.)**

- In case of transactions undertaken on behalf of the Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver, etc.
- Investors residing in the state of Sikkim.
- UN entities/multilateral agencies are exempt from paying taxes/filing tax returns in India.
- SIP of Mutual Funds up to Rs 50,000/- p.a.
- In the case of institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA, and Public Financial Institutions as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

**E. List of people authorized to attest the documents**

- Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
- In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

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

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

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

**G. Copy of the canceled cheque leaf/passbook/bank statement specifying the name of the constituent, MICR Code, or/and IFSC Code of the bank should be submitted.**

**H. Demat master or recent holding statement issued by DP bearing the name of the client.**

**For Individuals:**

- The stock broker has an option of doing 'in-person' verification through a web camera at the branch office of the stock broker/sub-brokers office.
- In the 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.

**For non-individuals:**

- The form needs to be initialized by all the authorized signatories.
- Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of the company/others & their specimen signatures.

## Account Opening kit INDEX

Sno	Name of Document	Brief Significance of document	Page No
1.	Account Opening Form (Mandatory)	1. KYC form - The document captures the basic information about the constituent and an instruction/checklist. 2. The document captures the additional information about the constituent relevant to the trading account and an instruction/checklist. 3. Additional KYC form for opening a demat account	5-11
2.	Right and Obligations (Mandatory)	Document stating the Rights & Obligations of stock broker /trading member, sub-broker, and client for trading on exchanges (including additional rights and obligations in case of internet/wireless technology-based trading) Documents stating the Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories	Annexure A (1) Annexure A (2)
3.	Risk Disclosure Document (RDD) (Mandatory)	Document detailing risks associated with dealing in the securities market.	Annexure B
4.	Guidance note (Mandatory)	Document detailing do's and don'ts for trading on the exchange, for the education of the investors.	Annexure C
5.	Policies and Procedure (Mandatory)	Document describing significant policies and procedures of the stock broker	Annexure D
6.	Tariff Sheet (Mandatory)	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s) (to be added by the stock broker) also, terms & conditions of tariff need to be extremely clear.	12-13
7.	SMS and Email Alert	Terms And Conditions-cum-Registration/Modification Form for receiving SMS Alerts from CDSL	51-53
8.	Investor Charter	Investor Charter	Annexure E



### Voluntary Documents as provided by the Stock Broker

1.	Voluntary Declaration	Voluntary Authorization/Undertaking	14-16
2.	CDSL declarations	Requesting for bill/transaction/holding statement through email and Option form for issue of DIS bookle	17-18
3.	Running account authorization	Authorization is given by the client to the broker on retaining funds in your account.	19
4.	PEP Declaration	This Document captures the Details of the Politically Exposed Person	20
5.	FATCA and CRS Declaration	This Document captures the Details of the Ultimate Beneficial Owner & details required under FATCA	21-23
6.	Demat Debit and Pledge Instruction (DDPI)	Document seeking authorization by the client to the stock broker, to access the demat account of the client for specified purposes only	24-25
7.	MITC	Most Important Terms and Conditions	54
8.	Privacy Policy	This document contains privacy policy of NU Investors Technologies Private Limited	55-62

### Broker Details

Name of the trading member	Nu Investors Technologies Private Limited ("NU Investors")
Name of the Clearing Corporation/member	Nu Investors Technologies Private Limited ("NU Investors")
Registration Details (Cash and Derivatives segment)	SEBI Registration Number : INZ000304837 SEBI Registration Date : 21-Mar-2024 NSE - Exchange Code : 90251 BSE - Exchange Code : 6813 CDSL Registration Number : IN-DP-712-2022 CDSL Registration Date : 30-May-2024
Depository Participant:	Nu Investors Technologies Private Limited
Pay-In Details for Stocks	NSE CDSL-EARLY PAYIN ACCOUNT 1100001100021797
Pay-In Details for Funds	Bank Name : HDFC Bank Ltd, A/c Holder Name: Nu Investors Technologies Pvt Ltd USCNB Account Bank A/c No : 57500000922845, IFSC Code : HDFC0000060
Registered office address and correspondence address:	Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road, Opp. Ahura Centre, Andheri East, Chakala Midc, Mumbai, Maharashtra – 400093
Phone number:	8062420403
Website:	<a href="https://lemonn.co.in">https://lemonn.co.in</a>
Compliance officer name, phone no. & email id:	Shivkumar 8123839564, <a href="mailto:compliance@lemonn.co.in">compliance@lemonn.co.in</a>
CEO/Director name, phone no. & email id:	Deepali Sandeep Chougule 7977671059, <a href="mailto:deepali.c@lemonn.co.in">deepali.c@lemonn.co.in</a>

For any grievance please contact at the above address or email [ig@lemonn.co.in](mailto:ig@lemonn.co.in) & Phone no.: 022-61907958. In case not satisfied with the response, please contact the concerned exchange at NSE: [ignse@nse.co.in](mailto:ignse@nse.co.in) or contact at 022-26598100 - | BSE: [is@bseindia.com](mailto:is@bseindia.com) or contact at 022-22728097 | CDSL: [complaint@cdslindia.com](mailto:complaint@cdslindia.com) or contact at 1800-200-5533 or at SEBI: <https://scores.sebi.gov.in>

Pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, Nu Investors discloses to its clients its policies on proprietary trades. Nu Investors does proprietary trades in the cash and derivatives segment at NSE & BSE

## Know Your Client (KYC) Application Form - for Non Individuals

### 1. Permanent Address

- a. Address \_\_\_\_\_
- b. City/Town \_\_\_\_\_
- c. PINCODE
- d. State/U.T Code \_\_\_\_\_
- e. Country/ISO Code \_\_\_\_\_
- f. Specify the proof of Address submitted \_\_\_\_\_

### 2. Address in the jurisdiction details where the applicant is resident outside India for tax purposes (if applicable)

- a. Address \_\_\_\_\_
- b. City/Town \_\_\_\_\_
- c. PINCODE
- d. State/U.T Code \_\_\_\_\_
- e. Country/ISO Code \_\_\_\_\_
- f. Specify the proof of Address submitted: \_\_\_\_\_

## Trading account-related details

### A. Bank account details

- a. Savings ☐
- b. Current ☐
- c. Others ☐

In the case of NRI Account

- d. NRE ☐
- e. NRO ☐

Bank Details

- f. Bank Name \_\_\_\_\_
- g. Branch Address \_\_\_\_\_
- h. Account Number \_\_\_\_\_
- i. IFSC Code \_\_\_\_\_
- j. MICR Number \_\_\_\_\_

### B. Other details

#### a. Gross Annual Income Details (please specify): Income Range per annum

- i. Below 1 lakh ☐
- ii. 1-5 lakh ☐
- iii. 5-10 lakh ☐
- iv. 10-25 lakh ☐
- v. 25 lakhs to 1cr ☐
- vi. >1cr ☐

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

#### b. Occupation details

- i. Private Sector ☐
- ii. Public Sector ☐
- iii. Government Service ☐
- iv. Business ☐
- v. Professional ☐

- vi. Agriculturist ☐
- vii. Retired ☐
- viii. Housewife ☐
- ix. Student ☐
- x. Self Employed ☐
- xi. Others ☐ Please specify \_\_\_\_\_

- c. The mode in which you wish to receive the KYC information document, RDD, Right and Obligations, Guidance Note
  - i. Physical ☐
  - ii. Electronic ☐
- d. Please tick if applicable,
  - i. Politically exposed person ☐
  - ii. Related to a politically exposed person ☐
  - iii. Not a Politically exposed person ☐

**C. Past 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 during the last 3 years: \_\_\_\_\_

**D. Depository account(s) details**

**a. Depository name**

- i. CDSL ☐
- ii. NSDL ☐

**b. Depository Details**

- i. Depository Participant Name
- ii. Beneficiary Name
- iii. Depository ID
- iv. Beneficiary ID

**E. Dealings through other stock brokers/sub-brokers** - Whether dealing with any other stock broker/sub-broker (in a case dealing with multiple stock brokers/sub-brokers, provide details of all)

- a. If dealing thorough sub-broker, provide the following details:
  - i. Sub Broker Name
  - ii. SEBI registration number
  - iii. Registered Office Address:
  - iv. Phone:
  - v. Fax:
  - vi. Website:
- b. Whether dealing with any other stock broker/sub-broker (in case dealing with multiple stock brokers/sub-brokers provide details of all)
  - i. Name of stock broker:
  - ii. Name of Sub-Broker if any:
  - iii. Client Code:
  - iv. Exchange:
  - v. Details of dispute/dues from/to such stock broker/sub-broker:

**F. Trading preferences and experience**

- a. Number of years of prior experience \_\_\_\_\_
- b. Years in derivatives trading \_\_\_\_\_
- c. Years in other Investment Related Field \_\_\_\_\_

Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.  
\*If, in the future, the client wants to trade on any new segment, a separate authorization/letter should be taken from the client by the broker.

Exchanges	NSE & BSE			
All Segments	Cash/Mutual Funds	Futures & Options	Currency Derivative	Debt Segment

If you do not wish to trade in any segment/mutual funds, please mention here

## G. Additional Details

### a. Whether you wish to receive

- i. Physical Contract Note ☐
- ii. Electronic Contract Note ☐
- If ECN Specify your Email ID \_\_\_\_\_

### b. Whether you wish to avail the facility of internet trading/wireless technology/mobile trading

- i. Yes ☐
- ii. No ☐

## H. Introducer Details (optional)

- i. Name of the Introducer: \_\_\_\_\_  
Surname) (Name) (Middle Name)
- ii. Status of the Introducer: Remisier/Authorized Person/Existing Client/Others, please specify \_\_\_\_\_
- iii. Address and phone no. of the Introducer: \_\_\_\_\_ Signature of the Introducer: \_\_\_\_\_

## DECLARATION

- 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.
- I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stockbroker and the tariff sheet.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(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 stockbroker's designated website, if any.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			
Place _____			
Date. _____			

FOR OFFICE USE ONLY		
CLIENT'S UCC CODE:	EMPLOYEE CODE:	EMPLOYEE DESIGNATION:
<b>VERIFICATION OF DOCUMENTS</b> DOCUMENTS VERIFIED BY: EMPLOYEE SIGNATURE:	EMPLOYEE DESIGNATION: EMPLOYEE CODE:	ON DATE (DD/MM/YYYY)
<b>CLIENTS INTERVIEW</b> CLIENT INTERVIEWED BY EMPLOYEE SIGNATURE:	EMPLOYEE DESIGNATION: EMPLOYEE CODE:	ON DATE (DD/MM/YYYY)
<b>IN PERSON VERIFICATION (IPV)</b> IPV PERFORMED BY EMPLOYEE SIGNATURE:	EMPLOYEE DESIGNATION: EMPLOYEE CODE:	ON DATE (DD/MM/YYYY)
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.		
<b>SIGNATURE OF THE AUTHORISED SIGNATORY</b>	<b>DATE (DD/MM/YYYY)</b>	<b>SEAL/STAMP OF THE INTERMEDIARY</b>

### Additional details to open demat account For Non-individuals

Depository Participant Name / Address / DP ID - NU INVESTORS TECHNOLOGIES PVT LTD, ADDRESS - Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road, Opp. Ahura Centre, Andheri East, Chakala Midc, Mumbai, Maharashtra - 400093

(To be filled by the Depository Participant)

Application Number:	Date:	D	D	M	M	Y	Y	Y	Y
DP Internal Reference Number									
DP ID:									
Client ID:									

(To be filled by the applicant in **BLOCK LETTERS** in English)

I/We request you to open a demat account in my/ our name as per following details:- **Holders Details**

Sole / First Holder's Name	Search Name	PAN															
		UCC															
		Exchange Name & ID															
		PAN															
Second Holder's Name		UID															
		PAN															
Third Holder's Name		UID															

### \*Exchange ID

<b>Name*</b>	
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\*In case of Firms, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., although the account is opened in the name of the natural persons, the name of the Firm, Association of Persons (AOP), Partnership Firm, Unregistered Trust, etc., should be mentioned above.

<b>Type of Account</b> (Please tick whichever is applicable)									
<b>Status</b>						<b>Sub – Status</b>			
<input type="checkbox"/> Body Corporate <input type="checkbox"/> Banks <input type="checkbox"/> Trust <input type="checkbox"/> Mutual Fund <input type="checkbox"/> OCB <input type="checkbox"/> FII <input type="checkbox"/> CM <input type="checkbox"/> FI <input type="checkbox"/> Clearing House <input type="checkbox"/> Other (Specify) _____						<b>To be filled by the DP</b>			
SEBI Registration No. (If Applicable)			SEBI Registration date						
RBI Registration No. (If Applicable)			RBI Approval date						
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Other (Specify) _____								

I / We instruct the DP to receive each and every credit in my/our account (If not marked, the default option would be 'Yes')	[Automatic Credit] <input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to instruct the DP to accept all the pledge instructions in my /our account without any other further instruction from my/our end (If not marked, the default option would be 'No')	<input type="checkbox"/> Yes <input type="checkbox"/> No
Account Statement Requirement <input type="checkbox"/> As per SEBI Regulation <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly	
I / We request you to send Electronic Transaction-cum-Holding Statement at the email ID _____	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to share the email ID with the RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No
I / We would like to receive the Annual Report <input type="checkbox"/> Physical / <input type="checkbox"/> Electronic / <input type="checkbox"/> Both Physical and Electronic (Tick the applicable box. If not marked the default option would be Physical)	

### Clearing Member Details (To be filled by CMs only)

Name of Stock Exchange			
Name of CC / CH			
Clearing Member Id		Trading member ID	
I / We wish to receive dividend / interest directly in to my bank account given below through ECS (if not marked, the default option would be 'Yes') [ECS is mandatory for locations notified by SEBI from time to time]			<input type="checkbox"/> Yes <input type="checkbox"/> No

### Bank Details [Dividend Bank Details]

Bank Code (9 digit MICR code)																			
IFS Code (11 character)																			
Account number																			
Account type	<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others (specify) _____																		
Bank Name																			
Branch Name																			
Bank Branch Address																			
City	State				Country				PIN code										

- i. Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)  
 ii. Photocopy of the Bank Statement having name and address of the BO (iii) Photocopy of the Passbook having name and address of the BO, (or) (iv) Letter from the Bank.  
 • In case of options (ii), (iii) and (iv) above, MICR code of the branch should be present / mentioned on the document.

Other Details									
Gross Annual Income Details	Income Range per annum:								
	<input type="checkbox"/> Up to Rs 1,00,000 <input type="checkbox"/> Rs 1,00,000 to Rs.5,00,000 <input type="checkbox"/> Rs.5,00,000 to Rs. 10,00,000 <input type="checkbox"/> Rs. 10,00,000 to Rs. 25,00,000 <input type="checkbox"/> Rs.25,00,000 to Rs. 1,00,00,000 <input type="checkbox"/> More than Rs.1,00,00,000								
	Net worth as on (Date)								
		D	D	M	M	Y	Y	Y	Y
[Net worth should not be older than 1 year]									

Please tick If any of the authorized signatories / Promoters / Partners / Karta / Trustees / Whole Time Directors is either Politically Exposed Person (PEP) or Related to Politically Exposed Person (RPEP) ☐.

Any other information:

<b>SMS Alert Facility</b> Refer to Terms & Conditions given as <b>Annexure - 2.4</b>	MOBILE NO. +91 _____ [(Mandatory , if you are giving Power of Attorney ( POA)] (if POA is not granted & you do not wish to avail of this facility, cancel this option).	
	To register for easi, please visit our website <a href="http://www.cdslindia.com">www.cdslindia.com</a> . <b>Easi</b> allows a BO to view his ISIN balances, transactions and value of the portfolio online.	

I/We have received and read the document of 'Rights and Obligation of BO-DP' (DP-CM agreement for BSE Clearing Member Accounts) including the schedules thereto and the terms & conditions and agree to abide by and be bound by the same and by the Bye Laws as are in force from time to time. I / We declare that the particulars given by me/us above are true and to the best of my/our knowledge as on the date of making this application. I/We further agree that any false / misleading information given by me / us or suppression of any material information will render my account liable for termination and suitable action.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

(In case of more authorised signatories, please add annexure)

(Signatures should be preferably in black ink).

===== (Please Tear Here) =====

### Acknowledgement Receipt

**Application No.:**

**Date:**

We hereby acknowledge the receipt of the Account Opening Application Form:

Name of the Sole / First Holder	
Name of Second Holder	
Name of Third Holder	

**Depository Participant Seal and Signature**



### **Tariff Sheet**

To,

**NU Investors Technologies Private Limited**

Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road,  
Opp. Ahura Centre, Andheri East, Mumbai, Maharashtra, India, 400093

I/We agree to pay the following charges

Effective Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client PAN: \_\_\_\_\_

Equity Delivery	
Equity Intraday	
Futures	
Options	

Disclaimer: Clients who opt to receive physical contract notes will be charged Rs.20 per contract note + courier charges.  
Payment gateway charges at Rs.15 + GST

Statutory Charges: Securities Transaction Tax | Exchange Transaction Charges | GST | SEBI Charges | Stamp Duty | Clearing Charges

### **Demat Charges**

Account Maintenance Charges	Rs 500 + GST per annum
DP transaction charges - Market - Sell (Debit)	Rs 13.5 + GST
DP transaction charges - Off Market - Sell (Debit)	Rs 13.5 + GST

### **Other Charges:**

Demat/Remat	Rs.150 per certification + courier charges
Failed Demat Transactions	Rs.50 per ISIN
Pledge/Unpledge/Re-Pledge	MTF PLDEGE/UNPLEDGE - Rs. 8/- + Rs. 12 per each Transaction (CDSL Charges) MARGIN & CUSPA PLEDGE/UNPLEDGE -Rs.15/- + Rs.5 per each Transaction(CDSL Charges)
Pledge Invocation	Rs.20
Periodic/Adhoc Statement Request	Email: Free
	Physical: Rs.10 per page + courier charges

KYC Modification Request	Rs.50
KRA Upload/Download	Rs.50
Delivery Instruction Slip	First (10 leaves): Free
	Addl (10 leaves): Rs.100 + courier charges
Physical CMR(Client Master Report)	Rs.20 + courier charges
Courier Charges	Max of Rs.100 or actual
Auto square-off charges	Rs.50 per ISIN
Call and Trade charges	Rs.50 per ISIN

**Note:**

For all purposes, the bill date shall be construed as the date demand, and the bills will be considered as the bill cum notice for payment and Nu Investors reserves the right to freeze depository account for debit transaction in case of non-payment of charges after two days from the bill date.

The above tariff is subject to change. Changes if any will be intimated 30 days in advance Annual Maintenance Charge (AMC) is nonrefundable. GST is applicable on all the above charges except stamp charges.

I/We understand that any instruction provided by me to Nu Investors to transfer securities from my account shall be rejected by Nu Investors if there is any debit balance or any unpaid amounts due as per this tariff sheet to Nu Investors.

Mandatory Declaration: 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. I/We confirm having read/been explained and understood the contents of the document on the policy and procedures of the stockbroker and the tariff sheet. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(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 the stock broker's designated website, if any.

Place:

Date:

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			
Place _____			
Date. _____			

## Voluntary Undertaking/Authorisation

To,

NU Investors Technologies Private Limited

I/We agree authorize NU Investors Technologies Private Limited to do the following:

Effective Date: \_\_\_\_\_

Client Name: \_\_\_\_\_

Client PAN: \_\_\_\_\_

### 1. ORDER PLACEMENT INSTRUCTIONS

I understand that you require written instructions from me for placing/modifying/canceling orders. However, it is not practical for me to give written instructions for placing/modifying/canceling orders. Even If I have the facility to trade online through the Internet and wireless technology, I may have to place orders by physically visiting/calling/emailing the call center/branch specified for the said purpose by Nu Investors in case of a breakdown of Internet connectivity or other similar reasons. I hereby request you to kindly accept my verbal orders/instructions, in person or over the phone, and execute the same. I understand the risk associated with the placement of verbal orders and accept the same. I shall not disown orders under the plea that the same were not placed by me provided I am sent ECN/Physical contract notes or trade confirmations through SMS/E-mail and other approved modes. I/we also agree that non-receipt of bounced mail notification by you shall amount to delivery of contract note at my/our registered email ID. I indemnify Nu Investors and its employees against all trade-related losses, damages, and actions which you may suffer or face, as a consequence of carrying out my instructions for orders placed verbally.

### 2. ERRORS AND OMISSIONS

I understand and agree that inadvertent errors may occur while executing orders placed by me. In such circumstances, Nu Investors shall make all reasonable efforts to rectify the same and ensure that I am not put to any monetary loss. I understand and agree that I shall not hold Nu Investors responsible beyond this and claim additional damages/loss. I understand and agree that my request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by Nu Investors.

### 3. NO MARKET MANIPULATION

I undertake not to execute transactions, either singly or in concert with other clients, which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self trades, etc or which could be termed as manipulative or fraudulent trades by SEBI/Exchanges. In case I am found to be indulging in such activities, Nu Investors has every right to inform the Exchange/SEBI/other regulatory authority of the same and suspend/close my trading account.

### 4. NOT TO ACT AS UNREGISTERED AUTHORISED PERSON

I undertake not to act as an unregistered Authorised Person and deal only for myself and not on behalf of other clients. In case I wish to deal for other clients also, I undertake to apply to Stock Exchanges through Nu Investors to obtain an authorised person registration. In case Nu Investors perceives that I am acting as an unregistered authorised person, Nu Investors has the right to immediately suspend my trading account and close all open positions and adjust the credits (across all segments) against the dues owed by me to Nu Investors without the requirement of any notice from Nu Investors. Further, Nu Investors has the right to inform the concerned regulatory authorities about the same. In aforesaid eventuality, I agree and undertake to indemnify Nu Investors for any loss/damage/claim arising out of such activity.

### 5. NOT DEBARRED BY ANY REGULATOR

I confirm and declare that there is no bar on me imposed by any Exchange or any regulatory and/or statutory authority to deal in securities directly or indirectly. I agree to inform Nu Investors, in writing, of any regulatory action taken by any Exchange or regulatory/statutory authority on me in future. In case I fail to inform the same and Nu Investors on its own comes to know of such action, Nu Investors has the right to suspend/close my trading account and refuse to deal with me. Also, Nu Investors can at its sole discretion, close all the open positions and liquidate collaterals to the extent of trade-related debit balances, without any notice to me.

## 6. PMLA DECLARATION

I declare that I have read and understood the contents and the provisions of the PMLA Act, 2002 as provided under the KYC-AML Policy of Nu Investors. I further declare that I shall adhere to all the provisions of the PMLA Act, 2002.

I further undertake and confirm that;

- a. I do not have any links with any known unlawful persons/institutions
- b. I am a genuine person and not involved or indulge knowingly or assisted, directly or indirectly, in any process or activity connected with the proceeds of crime nor I am a party to it. The investment money is derived from proper means and does not involve any black or Hawala money in any manner.

## 7. INDEMNIFICATION

I hereby indemnify and hold Nu Investors, its Directors, and employees harmless from and against all trade-related claims, demands, actions, proceedings, losses, damages, liabilities, charges, and/or expenses that are occasioned or may be occasioned to Nu Investors directly or indirectly, relating to bad delivery of shares/securities and/or third party delivery, whether authorized or unauthorized and fake/forged/stolen shares/securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/operations on the Exchange(s) and/or proof of address, identity and other supporting documents provided by me at the time of registration and/or subsequently.

## 8. INDEMNITY OF JOINT HOLDINGS

I hereby agree to indemnify and hold Nu Investors harmless from any trade-related claims, demands, actions, proceedings, losses, damages, liabilities, charges, and/or expenses arising from transactions in securities held jointly by me with any other person or persons, if any.

## 9. DELAYED PAYMENT CHARGES

I understand that in case my account is in the debit balance due to utilization of funds over and above the available funds, and my account goes into negative balance, I will be charged interest at 0.05% per day or 18% per annum on such debit balance. It is a requirement by the Exchanges that 50% of the margins be fulfilled in the form of cash or cash equivalent. The other 50% may be satisfied by providing non-cash collateral as a margin. I acknowledge that failure to maintain sufficient cash margin and resorting to the use of non-cash collateral to fulfill margin requirements will result in a delayed payment charge of 0.05% per day.

## 10. THIRD-PARTY PAYMENTS

Nu Investors shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof as per proforma prescribed by Nu Investors. Nu Investors shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above. However, due to oversight, if any such third-party payment has been accepted by Nu Investors and the credit for the same has been given in the client's ledger, Nu Investors shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same. In such a case, Nu Investors reserves the right to liquidate any of the open positions and/or any of the collaterals received/held on behalf of the client. Nu Investors, its Directors and employees shall not be responsible for any consequential damages or losses.

## 11. NO DEALINGS IN CASH

Nu Investors as a policy neither accepts any funds for pay-in/margin in cash nor makes any payment or allows withdrawal of funds in cash. No claim will be entertained where the client states to have made any cash payment or deposited cash with any Branch/Remisier/Employee/Authorised Person of Nu Investors.

## 12. DISCLOSURE OF PROPRIETARY TRADING BY NU INVESTORS

Pursuant to Regulation 29 of the SEBI Master Circular Number SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2023/71 dated May 17, 2023, Nu Investors discloses to its clients its policies on proprietary trades. Nu Investors does proprietary trades in the cash and derivatives segment at NSE & BSE.

## 13. DELIVERIES

The client shall ensure that the shares are properly transferred to the designated demat account of Nu Investors, for effecting delivery to the Exchange against the sale position of the client. Such transfers shall be entered by the client within the time specified by SEBI/Exchanges/Nu Investors. In case the client fails to transfer the shares on time to Nu Investors, Nu Investors shall not be responsible for any loss/damages arising out of such delayed transfers.

#### 14. SQUARING OFF OF POSITIONS & SALE/LIQUIDATION OF COLLATERAL MARGINS (to the extent of Settlement Margin obligation)

The client shall settle the transactions, within the Exchange specified settlement time, by making the requisite payment of funds and/or delivery of the shares. In case the client fails to settle the transactions within the settlement date, then Nu Investors has the right to square off the open and/or unpaid positions, at an appropriate time, as it deems fit, without any notice to the client. The client shall not have any right or say to decide on the timing of the closure of the open positions that need to be closed. Nu Investors, its Directors, and its Employees shall not be responsible for any trade-related loss or damages arising out of such square-offs. All such square-off transactions shall have implied consent and authorization of the client in favor of Nu Investors.

After such a square off of open positions by Nu Investors, as mentioned in the above clauses, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, Nu Investors shall have the right to liquidate the shares and other securities of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client shall not have the right to decide on the timing of liquidation of shares and securities held in collateral/margin and the shares and securities that need to be sold or liquidated. Nu Investors, its Directors, and its employees shall not be responsible for any trade-related loss or damages arising out of such selling.

#### 15. Mobile Declaration

I \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby declare that my mobile no. is \_\_\_\_\_  
Further, I authorize Nu Investors that the same may be used for giving me any information/alert/SMS.

I further declare the above-mentioned statement is true and correct.

#### 16. Client defaulter declaration

I \_\_\_\_\_ having PAN \_\_\_\_\_ do hereby declare that I have not been involved in any unlawful activities and I have not been declared a defaulter or my name is not appearing in defaulter database as per SEBI/Various Exchange/Regulatory bodies, etc. I further declare that the above-mentioned declaration/statement is true and correct.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

To,

**NU Investors Technologies Private Limited**

Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road,  
Opp. Ahura Centre, Andheri East, Mumbai, Maharashtra, India, 400093

Dear Sir,

**Sub: Requesting for bill/transaction/holding statement through email.**

I/We request you to send me/us the bill, transaction, and holding statement of my CDSL Demat account no. \_\_\_\_\_  
at the following email address: \_\_\_\_\_

I/We fully agree and are aware of the following Terms and Conditions mentioned below.

- that I/We will not receive the bill, transaction, and holding statements in paper form.
- that I/We will take all the necessary steps to ensure confidentiality and secrecy of the login name and password of the internet/email account.
- that I/We/are aware that the bill, transaction, and holding statements may be accessed by other entities in case the confidentiality/secrecy of the login name and password is compromised.
- that I/We in case bills, transactions, and holding statements are sent by email, I/We will immediately inform Nu Investors. about change in email address, if any.
- In case, the Nu Investors is not able to provide a bill/transaction statement to its Clients by email or on the website due to any downtime in NU (including bounced emails), Nu Investors will ensure that the transaction statement is provided to me/us in paper form as per the time schedule stipulated in the Bye Laws & Business Rules of CDSL and NU Investor will not be responsible if there is any failure from client's end to update their personal data.

I/We hereby request you to send the statements:

Daily

Fortnightly

Weekly

Monthly

**As per SEBI Regulations**

**Mode of Operation of Demat Account**

We would like to update mode of operation in the Demat account numberheld with \_\_\_\_\_ as below:

☐ Jointly

☐ Anyone or survivor(s)

We understand that If Mode of Operation for Joint Account is chosen as anyone of the holder or survivor(s), only specified operations such as transfer of securities including Inter-Depository Transfer, pledge / hypothecation / margin pledge / margin re-pledge (creation, closure and invocation and confirmation thereof as applicable) of securities and freeze/unfreeze of account and/or securities and/or specific number of securities will be permitted.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

**Option form for issue of DIS booklet**

Date:

DP ID

Client ID

First Holder Name

Second Holder Name

Third Holder Name

To,

**NU Investors Technologies Private Limited**

Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road,  
Opp. Ahura Centre, Andheri East, Mumbai, Maharashtra, India, 400093

Dear Sir,

I/We hereby state that: [select one of the option given below]

**Option 1:**

I / We require you to issue Delivery Instruction Slip (DIS) booklet to me / us immediately on opening of my / our CDSL account though I / we have issued a Power of Attorney (POA) / registered for eDIS / executed PMS agreement in favour of / with NU Investors Technologies Pvt Ltd.(name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney holder -Clearing Member / by PMS manager/ for executing delivery instructions through eDIS.

Yours faithfully

	Authorised Signatory 1	Authorised Signatory 2	Authorised Signatory 3
<b>Name</b>			
<b>Signatures</b>			

**OR**

**Option 2:**

I / We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I / We have issued a POA/ registered for eDIS / executed PMS agreement in favour of / with NU Investors Technologies Pvt Ltd.(name of the attorney / Clearing Member / PMS manager) for executing delivery instructions for settling stock exchange trades [settlement related transactions] effected through such Power of Attorney Holder - Clearing Member / by PMS manager or for executing delivery instructions through eDIS. However, the Delivery Instruction Slip (DIS) booklet should be issued to me / us immediately on my / our request at any later date.

Yours faithfully

	Authorised Signatory 1	Authorised Signatory 2	Authorised Signatory 3
<b>Name</b>			
<b>Signatures</b>			

## Running Account Authorization

**To,**  
**NU Investors Technologies Private Limited**  
**Member Address:**

Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road,  
 Opp. Ahura Centre, Andheri East, Mumbai, Maharashtra, India, 400093

Dear Sir,

### Re: Running Account Authorisation

In order to facilitate ease of operations of my/our trading account, I/We authorize you to maintain a running account, instead of settlement to settlement clearance of funds due to me/us.

I/We would like the mandatory settlement of funds (if applicable), to be made as indicated below. (Tick against your preference)

**Once in a Quarter** ☐

**Once in a Month,** ☐

Such settlement will be done as per directives issued by SEBI/Stock Exchanges from time to time.

I/We am/are aware that the authorization may be revoked by me/us at any time at my/our own discretion without any advance notice.

I hereby authorised TM to retain fund as per calculation and requirement mentioned by SEBI/Exchange time to time

I/we understand that our account will be settled in full if I/ we do not trade for more than 30 days.

I hereby confirm that any disputes arising from statement of account or settlement so made shall be brought to the notice of TM within the timeline prescribed by the SEBI/Exchange time to time.

Such settlement shall not be applicable where :

I have avail Margin Trading Facility ("MTF")

Funds received from me towards collateral/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

### Authorized Signatory

Client Name: \_\_\_\_\_

Client Code: \_\_\_\_\_

Date: \_\_\_\_\_

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			



**Details of Politically Exposed Persons (PEP)/ Related to Politically Exposed Person (RPEP).  
[For-non-individual]**

Name of holder \_\_\_\_\_ PAN of the holder \_\_\_\_\_

Sr.No	Name of the Authorized signatories /Promoters /Partners/Karta/Trustees /Whole Time Directors	Relation with the holder (i.e. promoters, whole time directors etc	Please tick the relevant option.
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP
			<input type="checkbox"/> PEP <input type="checkbox"/> RPEP

**Name & Signature of the Authorised Signatories** Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**PEP:** Politically Exposed Person **RPEP:** Related to politically Exposed Person

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## FATCA AND CRS DECLARATION

[illegible]

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India ☐ Yes ☐ No  
(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

S. No.	Country	Tax Identification Number	Identification Type (TIN or Other%, please specify)
1			
2			
3			

In case a Tax Identification Number is not available, kindly provide its functional equivalent.  
In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here \_\_\_\_\_

**PART A** (to be filled by Financial Institutions or Direct Reporting NFEs)

1.	<p>We are a financial institution (Refer 1 of Part C)</p> <p>Or</p> <p>Direct reporting NFE (Refer 3(vii) of Part C) (please tick as appropriate)</p>	<p>GIIN</p> <p>Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below</p> <p>Name of sponsoring entity</p>	
	<p>GIIN not available (please tick as applicable)</p>	<input type="checkbox"/>	Applied for
<input type="checkbox"/>		Not obtained – Non-participating FI	
<input type="checkbox"/>		Not required to apply for - please specify 2 digits sub-category	
<input type="checkbox"/>		(Refer 1 A of Part C)	

**PART B** (please fill any one as appropriate “to be filled by NFEs other than Direct Reporting NFEs”)

<p>1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify any one stock exchange on which the stock is regularly traded)</p> <p>No <input type="checkbox"/></p> <p>Name of stock exchange _____</p>
<p>2. Is the Entity a related entity of a publicly traded company(a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)</p> <p>No <input type="checkbox"/></p> <p>Name of listed company _____</p> <p>Nature of relation: Subsidiary of the Listed Company or Controlled by a Listed Company</p> <p>Name of stock exchange _____</p>
<p>3. Is the Entity an active NFE (Refer 2c of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business _____</p> <p>_____</p> <p>Please specify the sub-category of Active NFE (Mention code – refer 2c of Part C)</p> <p>No <input type="checkbox"/></p>
<p>4. Is the Entity a passive NFE (Refer 3(ii) of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business _____</p> <p>_____</p> <p>No <input type="checkbox"/></p>

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			
Place _____			
Date. _____			

**UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)**

**Category** (Please tick applicable category): Unlisted Company ☐ Partnership Firm ☐ Limited Liability Partnership ☐  
 Company Unincorporated association / body of individuals. ☐ Public Charitable Trust ☐ Religious Trust ☐  
 Private Trust ☐ Others (please specify) \_\_\_\_\_

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s).  
 (Please attach additional sheets if necessary)  
 Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv)(A) of Part C)			
Country of Tax residency*			
PAN#			
Address	Zip: _____ State: _____ Country: _____	Zip: _____ State: _____ Country: _____	Zip: _____ State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) §			

\*To include US, where controlling person is a US citizen or green card holder

# If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position/Designation like Director/Settle or of Trust/Protector of Trust to be specified wherever applicable.

% In case a Tax Identification Number is not available, kindly provide functional equivalent.

§ Attach valid documentary proof like Shareholding pattern duly self- attested by Authorized Signatory / Company Secretary

## DECLARATION

I have read & understood the information requirements & the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) & hereby confirm that the information provided by me on this Form is true, correct & complete.

I hereby agree and confirm informing \_\_\_\_\_ for modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Date

Place

Signature

Signature

Signature

Authorised Signatory 1  
Name  
Designation

Authorised Signatory 1  
Name  
Designation

Authorised Signatory 1  
Name  
Designation

For Investor convenience, \_\_\_\_\_ for collecting mandatory information for updating across all Group Companies of \_\_\_\_\_ whether you are already an investor or would become an investor in future Please submit the form fully filled, signed, for all the holders, separately, and submit at your nearest \_\_\_\_\_ dispatch the hard copy to \_\_\_\_\_

## Demat Debit and Pledge Instruction ("DDPI")

I/We Mr./Ms. \_\_\_\_\_ (First Holder) \_\_\_\_\_  
 (Second holder) and \_\_\_\_\_ (Third holder) \_\_\_\_\_  
 an individual/body of individuals/a sole proprietary concern/a partnership firm/a body corporate/trust, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/ the Companies Act 2013, or any relevant Act or unregistered in nature explicitly agree to the terms and purpose of this DDPI document with **M/s. NU Investors Technologies Private Limited** (hereinafter referred to as "**NU Investors**"), a Company within the meaning of Companies Act, 2013 with its registered office at Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road, Opp. Ahura Centre, Andheri East, Mumbai, Maharashtra, India, 400093 acting through its branch office at 6th, Floor, 50 Chowringhee Road, Block B (Rear Building), Chowringhee, West Bengal-700071.

### Terms of Agreement:

- a. I/We have established a business relationship with Nu Investors to avail services w.r.t trading, investing & other services offered by Nu Investors, having a DP ID \_\_\_\_\_ & Client ID \_\_\_\_\_ ;
- b. I/We explicitly agree to authorise NU Investors to access my / our Beneficiary Ownership account as selected hereunder, and NU Investors hereby agrees and accepts such authorization.
- c. This DDPI document shall be in line with SEBI Circular no. SEBI/HO/MIRSD/DoP/P/CIR/2022/44 dated April 04, 2022, as may be updated from time to time, & I agree to the below points;

Sno	Purpose	Signature of the client		
		Authorised Signatory 1	Authorised Signatory 2	Authorised Signatory 3
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.			
3.	Mutual Fund transactions being executed on Stock Exchange order entry platforms			
4.	Tendering shares in open offers through Stock Exchange platforms			

### Dispute Resolution:

- a. In the event of any dispute arising out of these DDPI, the same shall be referred to the customer support at support@lemonn.co.in
- b. The courts of \_\_\_\_\_ shall have exclusive jurisdiction over any disputes arising under this DDPI.

**Electronic Agreement and Counterparts:** This DDPI is an electronic record/agreement created and offered by NU Investors through its undersigned authorised signatory, and is explicitly accepted by me/us by affixing my/our electronic signatures in the above table.

**Amendment & Termination:** The client can contact NU Investors by sending an email from the client's registered email ID to support@lemonn.co.in if the client desires to make any modifications or terminate this DDPI.

For **NU Investors Technologies Private Limited**

**Authorised Person**

Dated at \_\_\_\_\_ on \_\_\_\_\_.

**List of the Stock Broker Designated Demat Accounts**

SR. NO.	NAME OF THE ACCOUNT HOLDER	DEMAT A/C NO.	CM BP ID	CM ID	DP NAME	PURPOSE
1	NU INVESTORS TECHNOLOGIES PVT LTD	1209640000000116		M70032	NU INVESTORS TECHNOLOGIES PVT LTD	NSE CM POOL ACCOUNT
2	NU INVESTORS TECHNOLOGIES PVT LTD	1209640000000169			NU INVESTORS TECHNOLOGIES PVT LTD	CLIENT SECURITIES MARGIN PLEDGE ACCOUNT
3	NU INVESTORS TECHNOLOGIES PVT LTD	10002770 IN303534		M70032	INDIANIVESH SHARES AND SECURITIES PRIVATE LTD	NSE NSDL POOL A/C
4	NU INVESTORS TECHNOLOGIES PVT LTD	11000011	00021797	M70032	NU INVESTORS TECHNOLOGIES PVT LTD	NSE CDSL-EARLY PAYIN A/C
5	NU INVESTORS TECHNOLOGIES PVT LTD	1209640001020271			NU INVESTORS TECHNOLOGIES PVT LTD	CLIENT SECURITIES MARGIN PLEDGE ACCOUNT

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## Annexure A

### **RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS, AND CLIENTS as prescribed by SEBI and Stock Exchanges**

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

#### **CLIENT INFORMATION**

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

#### **MARGINS**

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

## **TRANSACTIONS AND SETTLEMENTS**

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

## **BROKERAGE**

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

## **LIQUIDATION AND CLOSE OUT OF POSITION**

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

## **DISPUTE RESOLUTION**

21. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
22. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.



23. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
24. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
25. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker, shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

## **TERMINATION OF RELATIONSHIP**

26. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
27. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

## **ADDITIONAL RIGHTS AND OBLIGATIONS**

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

34. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
35. The stock broker/stock broker and depository participant shall not directly/indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

#### **ELECTRONIC CONTRACT NOTES (ECN)**

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

#### **LAW AND JURISDICTION**

42. In addition to the specific rights set out in this document, the stock broker, sub-broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
43. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

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

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

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

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.

8. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
9. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
10. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
11. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## Annexure A(2)

### **Rights and Obligations of Beneficial Owner and Depository Participant as prescribed by SEBI and Depositories**

#### **General Clause**

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

#### **Beneficial Owner information**

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

## **Fees/Charges/Tariff**

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

## **Dematerialization**

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

## **Separate Accounts**

9. The DP shall open separate accounts in the name of each of the beneficial owners and securities of each beneficial owner shall be segregated and shall not be mixed up with the securities of other beneficial owners and/or DP's own securities held in dematerialized form.
10. The DP shall not facilitate the Beneficial Owner to create or permit any pledge and/or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 1996 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

## **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.
12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions. The stock broker/stock broker and depository participant shall not directly/indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.
13. The stock broker/stock broker and depository participant shall not directly indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

## **Statement of account**

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

17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

### **Manner of Closure of Demat account**

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

### **Default in payment of charges**

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

### **Liability of the Depository**

22. As per Section 16 of Depositories Act, 1996,
1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the beneficial owner due to the negligence of the depository or the participant, the depository shall indemnify such beneficial owner.
  2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

### **Freezing/Defreezing of accounts**

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

### **Redressal of Investor grievance**

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

### **Authorized representative**

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

## Law and Jurisdiction

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

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			



## RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

### 1. BASIC RISKS:

#### 1.1 Risk of Higher Volatility:

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

#### 1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities/derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities/derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities/derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities/derivatives contracts as compared to active securities/derivatives contracts.



As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

### **1.3 Risk of Wider Spreads:**

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

### **1.4 Risk-reducing orders:**

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

**1.4.1** A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security/derivatives contract.

**1.4.2** A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

**1.4.3** A stop loss order is generally placed "away" from the current price of a stock/derivatives contract, and such order gets activated if and when the security/derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security/derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security/derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

### **1.5 Risk of News Announcements:**

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

### **1.6 Risk of Rumors:**

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

### **1.7 System Risk:**

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

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

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

## **1.8 System/Network Congestion:**

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

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

### **2.1 Effect of "Leverage" or "Gearing":**

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

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

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

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **2.2 Currency specific risks:**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

### 2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

### 2.4 Risks of Option Writers:

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

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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

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

## 4. GENERAL

**4.1** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities/derivatives contracts through the mechanism provided by the Exchanges.

**4.2** The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## Guidance Note - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

### BEFORE YOU BEGIN TO TRADE

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

### TRANSACTIONS AND SETTLEMENTS

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

The statement shall also explain the retention of funds and securities and the details of the pledged shares if any.

- c. On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain the entire payin obligation of funds and securities due from clients as on the date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d. You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

**14.** In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

**15.** Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

#### IN CASE OF TERMINATION OF TRADING MEMBERSHIP

**16.** In case, a stock broker surrenders his membership, is expelled from membership, or is declared a defaulter; Stock exchanges give a public notice inviting claims relating to only the "transactions executed on the trading system" of the Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

**17.** Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

#### DISPUTES/COMPLAINTS

**18.** Please note that the details of the arbitration proceedings, penal action against the brokers, and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

**19.** In case your issue/problem/grievance is not being sorted out by the concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

**20.** Note that all the stock brokers/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## POLICIES AND PROCEDURES

### 1. Refusal of orders for penny/illiquid stock/non permitted stock

A stock that trades at a relatively low price and market capitalization is a penny stock. Penny stock companies are highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization, and limited following and disclosure, making it difficult to sell shares. In extreme cases, investors may encounter difficulty liquidating their positions. Low liquidity also translates into easy manipulation of penny stocks due to most penny stocks being thinly traded. Both NSE and BSE list out penny stocks/illiquid stocks by way of circulars under the surveillance and investigation section. We advise clients to exercise extreme caution while investing/trading in penny stocks. NU Investors may from time to time limit (quantity/value)/refuse orders in one or more securities due to various reasons including market liquidity, the value of the security(ies), the order being for securities that are not in the permitted list of NU Investors/exchange(s)/SEBI. Provided further that stock broker may require compulsory settlement/advance payment of expected settlement value/delivery of securities for settlement prior to acceptance/placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone. The stock broker may require reconfirmation of orders, which are larger than that specified by the stock broker's risk management, and the client is also aware that NU Investors has the discretion to reject the execution of such orders based on its risk perception. NU Investors shall have the prerogative to place such restrictions, not with standing that the client has sufficient credit or margin available in his account.

### 2. Setting up client's exposure limits

Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client. NU Investors may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that NU Investors may need to vary or reduce the limits or impose new limits urgently on the basis of NU Investors's risk perception and other factors considered relevant by NU Investors including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and NU Investors may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that NU Investors shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through NU Investors's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through NU Investors, or it 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 or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

NU Investors is required only to communicate/advise the parameters for the calculation of the margin/security requirements as rate(s)/percentage(s) of the dealings, through anyone or more means or methods such as e-mail/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by informing the client through employees/agents of the stock broker; by publishing/displaying it on the website of the stock broker/making it available as a download from the website of the stock broker; by displaying it on the notice board of the branch/office through which the client trades or any other suitable or applicable mode or manner. The client agrees never to challenge the delivery on any grounds including delayed receipt/non receipt or any other reasons whatsoever for reasons beyond the control of Nu Investors and once parameters for margin/security requirements are so communicated, the client shall monitor his/her/its position (dealings/trades and valuation of security) on his/her/its own and provide the required/deficit margin/security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by NU Investors to the client and/or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin/security and that it shall be his/her/its responsibility to ascertain beforehand the margin/security requirements for his/her/its orders/trades/deals and to ensure that the required margin/security is made available to NU Investors in such form and manner as may be required by NU Investors.



If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not NU Investors intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he/she/it shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) &/or any claim/loss/damage arising out of the non availability/shortage of margin/security required by NU Investors &/or exchange &/or SEBI. NU Investors 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.

The margin/security deposited by the client with the stock broker are not eligible for any interest. NU Investors is entitled to include/appropriate any/all payout of funds &/or securities towards margin/security without requiring specific authorizations for each payout. NU Investors is entitled to transfer funds &/or securities from his account for one exchange &/or one segment of the exchange to his/her/its account for another exchange &/or another segment of the same exchange whenever applicable and found necessary by NU Investors. The client also agrees and authorises NU Investors to treat/adjust his/her/its margin/security lying in one exchange &/or one segment of the exchange/towards the margin/security/pay in requirements of another exchange &/or another segment of the exchange. NU Investors is entitled to disable/freeze the account &/or trading facility/any other service. facility, if, in the opinion of NU Investors, the client has committed a crime/fraud or has acted in contradiction of this agreement or/is likely to evade/violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

### **3. Applicable brokerage rate**

NU Investors is entitled to charge brokerage within the limits imposed by exchange which at present is as under

#### **a. For Cash Market Segment:**

Maximum rate of brokerage shall not exceed INR 0.25 per share/debenture or 2.5 % of the contract price per share/debenture, whichever is higher. Nu Invesors shall levy brokerage on all the trades executed on behalf of its constituents except those, which are in the nature of charity. It is hereby further clarified that where the sale/purchase value of a share is INR 10/- or less, a maximum brokerage of 25 paise per share may be collected.

#### **b. For Derivative contracts:**

Brokerage for future contracts shall be charged on the value at which the contracts are bought or sold. It is hereby further clarified that brokerage on the futures contracts shall not exceed 2.5% of the Contract value exclusive of statutory levies.

#### **c. For Option Contracts:**

Brokerage for option contracts shall be charged on the premium amount at which the option contract was bought or sold and not on the strike price of the option contract. It is hereby clarified that brokerage charged on options contracts shall not exceed 2.5% of the premium amount or Rs 100/- (per lot) whichever is higher.

The slab rates of brokerage are a function of the cost of the services being provided to the client and would be reviewed from time to time

### **4. Imposition of penalty/delayed payment charges**

NU Investors would charge delayed payment charges on any amounts which are overdue from the client toward trading or on account of any other reasons, at such rates as may be determined by NU Investors from time to time. The client shall pay to NU Investors brokerage, all taxes, duties, levies to the stock exchanges, transaction expenses, penalties for short margin levied by Exchange, delayed payment charges, short delivery charges, auction charges, cheque stop payment charges, cheque bounce charges, RTGS/NEFT charges, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account/transactions/services that the client avails from NU Investors.

NU Investors may impose penalties/fines for any orders/trades/deals/actions of the client which are contrary to Stock Broker Client Agreement/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 NU Investors 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 or close clients' positions, without giving notice to the client, on account/of non-payment of client's dues.**

The client shall ensure the timely availability of funds and securities in a designated form and manner at the designated time and in designated bank and depository account(s) at the designated place, for meeting his/her/its pay in obligation of funds and securities. The stock broker shall not be responsible for any claim/loss/damage arising out of non-availability/short availability of funds/securities by the client in the designated account(s) of the stock broker for meeting the pay in obligation of either funds or securities. If the client gives orders/trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities/funds for pay in for any reason whatsoever including but not limited to any delays/shortages at the exchange or stock broker level/non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square off/closing outs etc., shall be solely to the account of the client and the client agrees not to hold NU Investors responsible for the same in any form or manner whatsoever. In case the payment of the margin/security is made by the client through a bank instrument, NU Investors 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 NU Investors. Where the margin/security is made available by way of securities or any other property, NU Investors is empowered to decline its acceptance as margin/security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as NU Investors may deem fit in its absolute discretion. NU Investors has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage mentioned on the website, whichever is earlier. The stock broker will have sole discretion to decide the referred stipulated margin percentage depending upon the market condition. In the event of such a square off, the client agrees to bear all the losses based on actual executed prices. In case open position (Leverage. 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 payin obligation failing which the client will have to face auctions or internal closeouts; 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). NU Investors is entitled to prescribe the date and time by which the margin/security is to be made available and NU Investors may refuse to accept any payments in any form after such a deadline for margin/security expires.

Notwithstanding anything to the contrary in the agreement or elsewhere, if the client fails to maintain or provide the required margin/fund/security or to meet the funds/margins/securities pay in obligations for the orders/trades/deals of the client within the prescribed time and form, NU Investors shall have the right 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.
- II. To withhold/disable the trading/dealing facility to the client.
- III. To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which the stock broker may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery/receipt.
- IV. To liquidate/square off partially or fully the position of sale &/or purchase in anyone or more securities/contracts in such manner and at such rate which NU Investors may decide in its absolute discretion.
- V. To take any other steps which in the given circumstances, NU Investors may deem fit. The client agrees that the loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by NU Investors, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by NU Investors.

NU Investors shall have the right and the prerogative to sell client's securities, both unpaid securities as well as collaterals deposited towards margins, or close out client's open positions, without giving notice to the client where there is either a delay or failure of the client to meet the pay-in obligations and/or there is delay/failure of the client to bring additional margins to cover the increase in risk in dynamic and volatile market conditions. NU Investors further has the right but not the obligation to cancel all pending orders and to sell/buy/liquidate all open positions/securities/shares at a pre-determined square-off time or when pre-determined MTM % is reached whichever is earlier in case of intra-day positions.



The client would be responsible for monitoring his/her/its position (dealings/trades and valuation of securities) on his/her/its own and provide the required/deficit margin/securities forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by NU Investors to the client and/or whether or not such communication is received by the client. The client is not entitled to trade without adequate margin and that it shall be client's own responsibility to ascertain beforehand the margin requirements for its orders/trades/deals and to ensure that the required margin is made available to NU Investors in such form and manner as may be required.

## **6. Shortages in obligations arising out of internal netting of trade**

BSE has a window wherein the internal short deliveries can get auctioned as per the normal auction process. In case there is an internal shortage in BSE the exchange conducts an auction through which the shares would be purchased and delivered to the buyer. The seller would be debited at the rate at which the exchange would have purchased these shares. Additionally brokerage, statutory costs and other incidental charges including penalty for non-delivery may be debited to the client. In case the exchange is unable to purchase these shares, the exchange will inform NU Investors of a close out rate, at which the buyer would be allowed credit and the seller would be debited for the same amount.

Internal short deliveries are not covered by the auction conducted on the NSE. It is due to this limitation on the NSE we follow the procedure as mentioned below:

- I. The client may not receive shares on T+2 in case there is an internal shortage situation with NU Investors i.e. the buyer and seller are both NU Investors clients and the seller defaults in delivery due to which the buyer may not receive the shares.
- II. In case of an internal shortage firstly the defaulting seller would be debited with a value as on the previous day of the pay-in-day plus 30% for the default till such time the auction process is completed.
- III. If securities cannot be purchased from market due to any reason whatsoever on T+3 day they can be covered from the market on any subsequent trading days. In case any reason whatsoever (any error or omission) any delay in covering of securities leads to higher losses, stock broker will not be liable for the same. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- IV. In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

## **7. Temporarily suspending or closing a client's account**

NU Investors can suspend/close the client account and also withhold the pay-outs of client if there is any judicial or/and regulatory order/directive/action requiring suspension/closure of client's account. NU Investors can also suspend/close the client account if NU Investors observes any abnormal or suspicious activity in the client account through its monitoring and surveillance of the client account. NU Investors may also temporarily suspend/close the client account if there is no activity in the client account for a period, as deemed fit by NU Investors from time to time. The client's account can also be put under temporary suspension/closure if the client has not cleared the uncovered debit in its account or if the client has not submitted Know Your Client (KYC) details sought by NU Investors to fulfill its own surveillance or exchange related requirements.

In the event of information/reports reaching NU Investors of the client's death, the account can also be put under temporary suspension/closure

NU Investors can also put the client's account under temporary suspension/closure if the client has failed to provide or update its communication details like correspondence address, mobile number, landline numbers or e-mail ID.

The client may also request NU Investors to temporarily suspend/close his account. NU Investors may do so subject to client accepting/adhering to conditions imposed by NU Investors including but not limited to settlement of account and/or other obligation.

Notwithstanding any such closure, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the closure of account shall continue to subsist and vest in/be binding on the client or his/its representative or successors as the case may be.

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

We have margin based Risk Management System (RMS). Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their pay-in obligation/outstanding debts.

## 9. De-registering a client

Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- I. The client account figures in the list of debarred entities published by SEBI.
- II. If the actions 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.
- III. If there is any commencement of a legal process against the Client under any law in force.
- IV. On the death/lunacy or other disability of the Client.
- V. 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.
- VI. 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.
- VII. If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership.
- VIII. If the Client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- IX. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- X. 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.
- XI. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with NU Investors.
- XII. If the Client is in breach of any term, condition or covenant of this Agreement. If any covenant or warranty of the Client is incorrect or untrue in any material respect.
- XIII. If any covenant or warranty of the client is incorrect or untrue in any material respect. Either party will be entitled to terminate the agreement without assigning any reason, after giving notice in writing of not less than 30 days to the other party.

## 10. Inactive client account

Client account will be considered as inactive if the client does not trade for period of twelve calendar months from the last trade. Those clients who have not traded even a single time will be considered as inactive and the shares/credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make a written request for reactivation of their account. The back office executive should also confirm from the client of any changes in details provided by him in the interim – which should be supported by adequate duly attested documents and the same to be updated in the back office and UCC before the Client is allowed to trade.

However notwithstanding any termination of the agreement, all transactions made under/pursuant to this agreement shall be subject to all the terms and conditions of this agreement and parties to this agreement submit to exclusive jurisdiction of courts of law at the place of execution of this agreement by Stock Broker.

I have read and understood the above **Policies and Procedures** stated here in above.

I/We do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/- clauses this document any circumstances whatsoever. These Policies and Procedures may be amended/changed unilaterally by the broker. Any change in these Policies and Procedures would be updated on our website.

These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and stock broker before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## Investor Charter – NU Investors Technologies Private Limited

### VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

### MISSION

- i. To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii. To establish and maintain a relationship of trust and ethics with the investors.
- iii. To observe highest standard of compliances and transparency.
- iv. To always keep 'protection of investors' interest' as goal while providing service.

### Services provided to Investors

- Execution of trades on behalf of investors.
- Issuance of Contract Notes.
- Issuance of intimations regarding margin due payments.
- Facilitate execution of early pay-in obligation instructions.
- Settlement of client's funds.
- Intimation of securities held in Client Unpaid Securities Account (CUSA) Account.
- Issuance of retention statement of funds.
- Risk management systems to mitigate operational and market risk.
- Facilitate client profile changes in the system as instructed by the client.
- Information sharing with the client w.r.t. exchange circulars.
- Redressal of Investor's grievances.

### Rights of Investors

- Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself.
- Receive complete information about the risks, obligations, and costs of any investment before investing.
- Receive recommendations consistent with your financial needs and investment objectives.
- Receive a copy of all completed account forms and agreements.
- Receive account statements that are accurate and understandable.
- Understand the terms and conditions of transactions you undertake.
- Access your funds in a timely manner and receive information about any restrictions or limitations on access.
- Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties.
- Discuss your grievances with compliance officer of the firm and receive prompt attention to and fair consideration of your concerns.

### Various activities of Stock Brokers with timelines

Sno	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	10 days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	Monthly/Quarterly for running account settlement (RAS) as per the preference of client. If consent not given for RAS within 24 hours of pay-out
10.	Funds, Securities and Commodities	Weekly basis (Within four trading days of following week)
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	30 days from the receipt of the complaint

### DOs and DON'Ts for Investors

DOs	DON'Ts
1. Read all documents and conditions being agreed before signing the account opening form.	1. Do not deal with unregistered stock broker.
2. Receive a copy of KYC, copy of account opening documents and Unique Client Code.	2. Do not forget to strike off blanks in your account opening and KYC.
3. Read the product/operational framework/timelines related to various Trading and Clearing & Settlement processes.	3. Do not submit an incomplete account opening and KYC form.
4. Receive all information about brokerage, fees and other charges levied.	4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system.
5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions.	5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker.
6. If executed, receive a copy of Power of Attorney. However, Power of Attorney is not a mandatory requirement as per SEBI/Stock Exchanges. Before granting Power of Attorney, carefully examine the scope and implications of powers being granted.	6. Do not ignore any emails/SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed.
7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT etc. as applicable, separately, within 24 hours of execution of trades.	7. Do not opt for digital contracts, if not familiar with computers.
8. Receive funds and securities/commodities on time within 24 hours from pay-out.	8. Do not share trading password.
9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges.	9. Do not fall prey to fixed/guaranteed returns schemes.
10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (30 or 90 days).	10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks/securities promising huge profits.
11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.	11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments

## Grievance Redressal Mechanism

### Level 1

Approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 30 days of the receipt of the grievance.

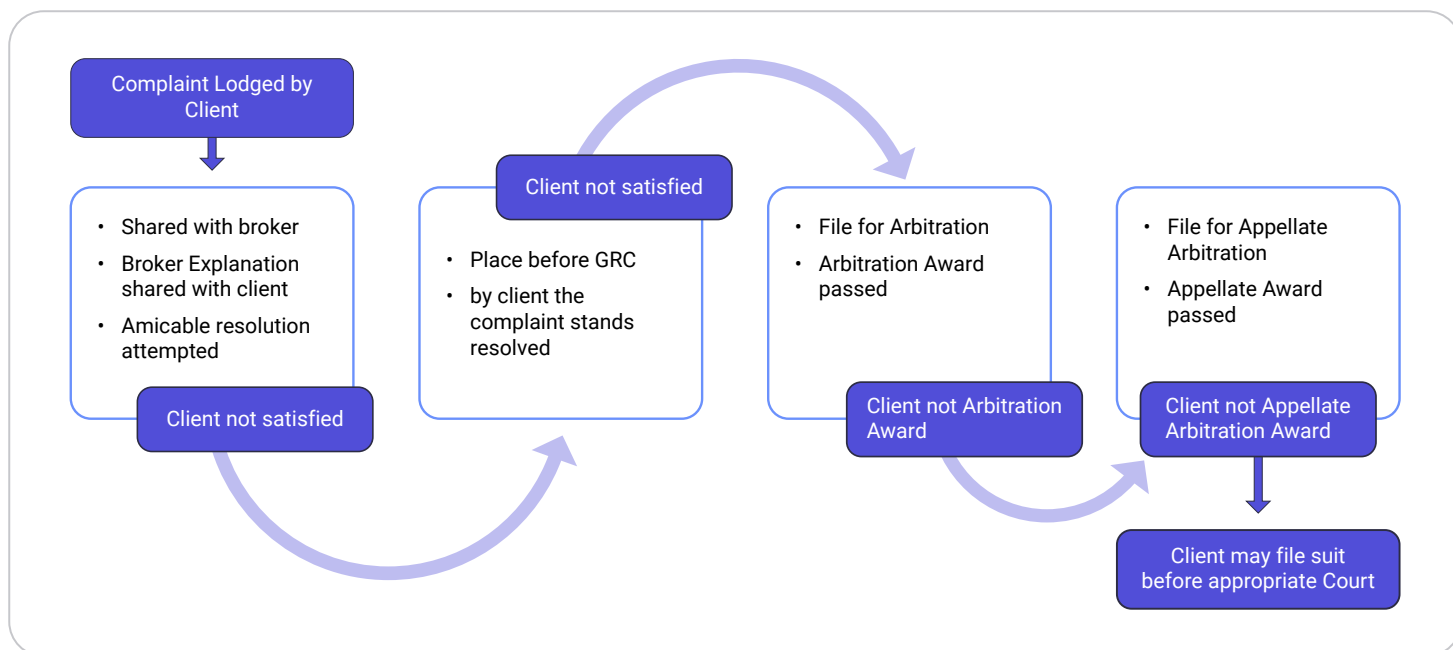
### Level 2

Approach the Stock Exchange using the grievance mechanism mentioned at the website of the respective exchange.

### Level 3

The complaint not redressed at Stock Broker/Stock Exchange level, may be lodged with SEBI on SCORES (a web based centralized grievance redressal system of SEBI) @ <https://scores.sebi.gov.in/>

### Complaints Resolution Process at Stock Exchange explained graphically:



### Timelines for complaint resolution process at Stock Exchanges against stock brokers

Sno	Type of Activity	Timelines for activity
1.	Receipt of Complaint	Day of complaint (C Day).
2.	Additional information sought from the investor, if any, and provisionally forwarded to stock broker.	C + 7 Working days.
3.	Registration of the complaint and forwarding to the stock broker.	C+8 Working Days i.e. T day.
4.	Amicable Resolution.	T+15 Working Days.
5.	Refer to Grievance Redressal Committee (GRC), in case of no amicable resolution.	T+16 Working Days.
6.	Complete resolution process post GRC.	T + 30 Working Days.
7.	In case where the GRC Member requires additional information, GRC order shall be completed within.	T + 45 Working Days.

8.	Implementation of GRC Order.	On receipt of GRC Order, if the order is in favour of the investor, debit the funds of the stock broker. Order for debit is issued immediately or as per the directions given in GRC order.
9.	In case the stock broker is aggrieved by the GRC order, will provide intention to avail arbitration	Within 7 days from receipt of order
10.	If intention from stock broker is received and the GRC order amount is upto Rs.20 lakhs	Investor is eligible for interim relief from Investor Protection Fund (IPF). The interim relief will be 50% of the GRC order amount or Rs.2 lakhs whichever is less. The same shall be provided after obtaining an Undertaking from the investor.
11.	Stock Broker shall file for arbitration	Within 3 months <sup>112</sup> from the date of GRC recommendation
12.	In case the stock broker does not file for arbitration within 3 months	The GRC order amount shall be released to the investor after adjusting the amount released as interim relief, if any.

### **Handling of Investor's claims/complaints in case of default of a Trading Member/Clearing Member (TM/CM)**

#### **Default of TM/CM**

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.
- Following information is available on Stock Exchange website for information of investors:
  - Norms for eligibility of claims for compensation from IPF.
  - Claim form for lodging claim against defaulter stock broker.
  - FAQ on processing of investors' claims against Defaulter stock broker.
  - Provision to check online status of client's claim.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

**Terms And Conditions-cum-Registration/Modification Form  
for receiving SMS Alerts from CDSL  
*[SMS Alerts will be sent by CDSL to BOs for all debits]***

**Definitions:**

In these Terms and Conditions the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered/will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**Availability:**

1. The service will be provided to the BO at his/her request and at the discretion of the depository. The service will be available to those account holders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period/indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration/modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**Receiving Alerts:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration/change,



the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.

2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts then the BO may not get/get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL and any other entity.
6. **The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an email to CDSL at [complaints@cdslindia.com](mailto:complaints@cdslindia.com). The BO is advised not to inform the service provider about any such unauthorized debit to/transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.**
7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under. Any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

#### **Fees:**

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

#### **Disclaimer:**

The depository shall make reasonable efforts to ensure that the BO's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/or SMS alert sent on the mobile phone number of the BO or for fraudulent, duplicate or erroneous use/misuse of such information by any third person.

#### **Liability and Indemnity:**

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the service by the BO.

### Amendments:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the BOs. Any such amendments shall be binding on the BOs who are already registered as user of this service..

### Governing Law and Jurisdiction:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

I/We wish to avail the SMS Alerts facility provided by the depository on my/our mobile number provided in the registration form subject to the terms and conditions mentioned below.

**I/We consent to CDSL providing to the service provider such information pertaining to account/transactions in my/our account as is necessary for the purposes of generating SMS Alerts by service provider, to be sent to the said mobile number.**

I/We have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the depository from time to time. I/we further undertake to pay fee/charges as may be levied by the depository from time to time.

I/We further understand that the SMS alerts would be sent for a maximum four ISINs at a time. If more than four debits take place, the BOs would be required to take up the matter with their DP.

I/We am/are aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the depository for providing the service.

I/We provide the following information for the purpose of **REGISTRATION/MODIFICATION** (Please cancel out what is not applicable). BOID

DP ID											Client ID									
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(Please write your 8 digit DPID) (Please write your 8 digit Client ID)

Sole/First Holder's Name :

Second Holder's Name :

Third Holder's Name :

Mobile Number on which messages are to be sent

(Please write only the mobile number without prefixing country code or zero)

The mobile number is registered in the name of:

Email ID: \_\_\_\_\_

(Please write only ONE valid email ID on which communication; if any, is to be sent)

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

**Most Important Terms and Conditions {MITC}**  
(For non-custodial settled trading accounts)

1. Your trading account has a "Unique Client Code" (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. Stock broker is not permitted to accept any cash from you.
3. The stock broker's Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status & monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			

## Privacy Policy

### [NU Investors Technologies Pvt. Ltd. – Stock Broking and Mutual Fund Execution Services]

Effective Date: 15th July, 2024

## 1. INTRODUCTION

This Privacy Policy ("**Policy**") is for the general usage of the Lemonn Platform and also for stock broking and mutual fund execution services ("**Services**") provided by M/s NU Investor Technologies Private Limited, a company incorporated under Companies Act, 2013 (CIN: U67200MH2021PTC364704) ("**NU**", "**Company**", "**We**" or "**Us**") through the Lemonn Platform owned and managed by M/s Bitkuber Investments Private Limited ("**Bitkuber**") – **Lemonn Platform**. Please read this Policy carefully before accepting. By accepting the terms of this Policy, You agree that You have read, understood, acknowledged and accepted the Policy to use, store and share Your data for availing the Services. We reserve the right to update the Policy from time to time. Please ensure that You read the terms of the Policy periodically to stay updated on our Terms.

NU is a registered Stock Broker under the Securities Exchange Board of India (Stock Brokers) Regulations 1992 ("**SEBI SB Regulations**") having registration no.- INZ000304837, a Depository Participant ("**DP**") under the Securities and Exchange Board of India (Depositories and Participants) Regulations, 2018 ("**SEBI DP Regulations**") using CDSL as the Depository having SEBI Registration no.- IN-DP-712-2022 and a Research Analyst under the Securities Exchange Board of India (Research Analysts) Regulations 2014 having registration no.- INH000016764.

We welcome "**You**" or "**Your**" as our "**User(s)/ Client**" to trade, invest in, track and manage Your investments in the securities market and appreciate Your interest in our Lemonn Platform. This Policy describes how We collect, receive, store, possess, deal, handle, process, share, use, disclose and protect User Information that may directly or indirectly, identify You or related to You or in connection with Your usage of the Lemonn Platform during and after Your relationship with Us.

**Consent.** By accepting" to this Policy while registering for our Services, or by accessing or using the Lemonn Platform in any manner You consent to this Policy.

THIS POLICY CONSTITUTES A LEGAL AGREEMENT BETWEEN YOU, AS THE USER OF LEMONN PLATFORM, AND US, AS THE PROVIDER OF LEMONN PLATFORM. BY REGISTERING FOR THE SERVICES WITH NU OR BY OTHERWISE USING LEMONN PLATFORM, YOU ARE HEREBY PROVIDING NU YOUR EXPRESS CONSENT TO VOLUNTARILY PROVIDING AND ALLOWING NU TO USE, COLLECT, ACCESS, PROCESS, STORE, DISCLOSE AND PROTECT THE USER INFORMATION IN ACCORDANCE WITH THIS POLICY. THIS POLICY DOES NOT APPLY FOR SERVICES OR THIRD-PARTY PLATFORMS (WHICH MAY HAVE THEIR OWN PRIVACY POLICY OR PRIVACY NOTICE) THAT ARE CONNECTED VIA LINKS TO LEMONN PLATFORM.

IF YOU DO NOT AGREE WITH THIS POLICY, PLEASE DO NOT PROCEED FURTHER TO USE SERVICES ON LEMONN PLATFORM. ALSO, IN THE ABSENCE OF AN ACCEPTANCE OF THE POLICY BY YOU, WE WILL NOT BE ABLE TO PROVIDE SERVICES UNDER THE LEMONN PLATFORM OR ONE OR MORE FEATURES OF LEMONN PLATFORM TO YOU. FURTHER, YOU WILL HAVE THE OPTION TO NOT PROVIDE YOUR CONSENT, OR WITHDRAW ANY CONSENT GIVEN EARLIER, PROVIDED THAT THE DECISION TO NOT PROVIDE CONSENT / WITHDRAWAL OF THE CONSENT IS INTIMATED TO US IN WRITING. IF YOU DO NOT PROVIDE US USER INFORMATION OR WITHDRAW THE CONSENT TO PROVIDE US WITH ANY OF YOUR USER INFORMATION AT ANY POINT IN TIME, WE SHALL HAVE THE OPTION NOT TO PROVIDE LEMONN PLATFORM OR ONE OR MORE FEATURES OF LEMONN PLATFORM OR THE BENEFITS OF LEMONN PLATFORM OR SERVICES THEREIN FOR THE PURPOSES OF WHICH THE SAID USER INFORMATION WAS SOUGHT.

THIS POLICY IS ENTERED INTO INTER ALIA AS PER THE REQUIREMENTS OF THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RELEVANT RULES MADE THEREUNDER.

Capitalized terms used but not defined herein shall have the meanings set forth in the Terms of Use and SEBI SB Regulations and SEBI DP Regulations.

## 2. THE DATA AND INFORMATION ABOUT YOU

You may share, disclose and provide, and NU may collect, receive, store, possess, deal, handle, process, share, use,

disclose and protect different categories of Personal Data<sup>1</sup>, including Sensitive Personal Data Information<sup>2</sup> (“SPDI”), or such similar data and information known by any other term under the applicable laws, about You or the data and information related to You or in connection with Your usage of any one or more features or Services of the Lemonn Platform (collectively referred to as “User Information”). Such User Information (which shall include Personal Data, SPDI, and Non-Personal Data and more specifically the data or information as identified below) is only collected and processed with Your consent for performance of our contract with You, unless otherwise required or permitted under the applicable laws. Below is an indicative (and not comprehensive and complete) nature of data about You which we have grouped together:

- 2.1.1. **Identity Data:** includes, without limitation entity name and type, username or similar identifier, nationality, nature of business, date and place of incorporation, registration details, details of Promoters/ Partners/ Karta / Trustees and whole time directors of the entity, , beneficiary details, PAN, identity proof as per KYC form like MOA/AOA/ Trust Deed, board resolution .
- 2.1.2. **Contact Data:** includes, without limitation, proof of address, email address and telephone/mobile numbers eg. instant messaging account.
- 2.1.3. **Financial Data:** includes bank account details, demat account details, source of wealth, gross annual income, networth, details of other brokers and sub-brokers, mutual fund folio number/folio details, list of extant assets and liabilities and/or payment instrument details.
- 2.1.4. **Transaction Data:** includes, without limitation, details of depository account, account statement requirements, any transaction whether financial or otherwise entered into by You with Us or on the Lemonn Platform.
- 2.1.5. **Technical Data:** includes, without limitation, internet protocol (IP) address, cookies, computer or device information, device location, device ID, storage, model or mobile network, promotional SMS or App notifications, information related to Your browser and operating system.
- 2.1.6. **Usage Data:** means a variety of data and information to better understand You, which may include information about the webpage that you were visiting before, the Lemonn Platform and the Services features You used or browsed, date and time of the same, and information about You, Your usage preferences, which includes Your journey, transaction history, behavioural and any other information about how You use the Lemonn Platform.
- 2.1.7. **Profile Data:** includes, without limitation, Your Identity Data, Contact Data, Financial Data, Transaction Data, risk profiling, interests, preferences and experience, feedback, survey responses and all data (including Personal Data) contained in Your User profile under Your account, and which may contain data and information populated by You

<sup>1</sup>Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, Rule 2, “Personal Information is defined as “any information that relates to a natural person, which, either directly or indirectly, in combination with other information available or likely to be available with a body corporate, is capable of identifying such person.”

<sup>2</sup> Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011, Rule 3, “Sensitive personal data or information of a person is described as “such personal information which consists of information relating to;— (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details ; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) Biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; and (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise: provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these rules”.

- 2.1.8. **Marketing and Communications Data:** shall include, without limitation, Your preferences in receiving Ours, Lemonn Platform service providers, or third parties’ marketing and promotional communications / content from Us.

Certain User Information as indicated above will be shared by You or accessed by Us only when You become a client of the Services offered by Us. You can still use the Lemonn Platform without becoming a stock-broking client and for such usage You may share and We may access certain data and information of Yours as indicated above.

The term ‘User Information’ does not include non-personal data i.e.:

- (a) data where the identity has been removed (i.e. anonymous or anonymised data);
- (b) aggregated data (eg. statistical or demographic data) which is non-personal information, for example, aggregated or anonymized information about users and other information that does not identify any individual or entity (i.e. aggregated data).

You hereby explicitly agree and acknowledge that We may use, store, process, disclose, share, create derivative works of etc. the above non-personal data identified in (a) and (b) above for any purpose what-so- ever unless the same is

expressly and to the extent prohibited to be used, stored, processed, disclosed or shared under any applicable law that applies to Us.

### 3. HOW WE COLLECT AND RECEIVE USER INFORMATION

**From User:** For provisioning Your User account on Lemonn Platform and for the purposes of provisioning of the Services and for the purposes as set forth in this Policy, You will have to share your Identity Data, Contact Data, Financial Data, Transaction Data, Profile Data by filling in the Lemonn user on-boarding application form.

**External Service Providers:** For completion of Your registration as a client of the Services provided by NU, You authorise Us to collect and receive relevant information (including personal and investment information) in respect of Your transaction with relevant third party entities and their service providers (including but not limited to KYC Registration Agencies (“KRAs”) / Central Know Your Customer (“CKYC”) / Stock Exchanges/ Depositories/ Clearing Corporations/ Mutual Fund asset management companies (“AMCs”) / Registrar and Transfer Agents (“RTAs”) / BSE Star MF/ Financial Institutions/ Account Aggregators/ third party service providers / payment aggregator partners etc.), which enables Us to collect User Information: (a) to create / register a stock broking and mutual fund execution client account with Us; (b) to create / register a User account via BSE StAR MF Platform (a Bombay Stock Exchange Star MF Platform recognised as stock exchange infrastructure facility to purchase and redeem Mutual Fund units directly from AMCs); (c) to collect and facilitate allocation of units opted by User through desired AMC's; (d) to receive reports & information of the transaction made on the Lemonn Platform; (e) to collect and maintain detailed records of the transactions of Users (after they have become registered Clients); (f) to also collect transaction data feed / details regarding unit holdings in respect of your investments from your AMCs through authorised RTAs for updating You on the MF Product App; and (g) to display such data on the Lemonn Platform page of Your account. Further, You hereby consent Us to use Your mobile number to use third party processors to fetch your UPI handles, which we will use to assist You in making payments via your preferred UPI handle. Such data is processed in accordance with Section 5 below.

### 4. COOKIES & EXTERNAL LINKS

- 4.1 **Cookies:** We may use Cookies or similar technologies and tools to ensure that We give You the best experience on our Lemonn Platform. If You continue to use this Lemon Platform, We will assume that We have Your consent to undertake processing activities under Section 6 of this Policy. We may also use Cookies in tracking technologies (like web beacons and pixels) to access and store information.
- 4.2 **External links:** While availing Services from authorised entities and any related third party service providers, You may encounter hyperlinks to other websites, apps, content or resources including those provided by such entities. We have no control over such external links shared in lieu of facilitating and enabling support services, which are provided by persons, service providers and / or companies other than Us. These external/application, and resource providers may have their own privacy policies governing the collection, storage, retention and disclosure of User Information that You may be exposed to. We recommend that You review their respective privacy policy to ensure that privacy of Your User Information is protected by such third parties, including but not limited to service providers.

### 5. HOW WE USE YOUR INFORMATION

We will use Your User Information in any of the following circumstances:

- 5.1 To undertake Know Your Customer (KYC) / Anti-Money Laundering (AML) verifications and other requirements to complete Your registration with Us and otherwise as deemed fit by Us in Our sole discretion.
- 5.2 To provide, or You need to use the Services on the Lemonn Platform.
- 5.3 To perform Our contractual obligations with You and any other obligations which require the use of Your User Information.
- 5.4 Where We need to comply with a legal or regulatory obligation, or otherwise as required or permitted under applicable laws.
- 5.5 To keep Our Lemonn Platform and Our Users safe and secure.
- 5.6 We may use Your User Information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of Our promotional campaigns, to evaluate and improve Lemonn Platform, marketing / promotion as per Your interests, and Your experience, or such other purposes as may be identified



in this Policy, terms, or agreed between You and Us - and to the extent permissible under applicable laws.

5.7 To create one or more derivative works from Your User Information for improving or enabling Lemonn Platform service providers to provide or improve the Services on the Lemonn Platform.

Without prejudice to the foregoing, We have indicated below a summary of certain specific types of Our processing of certain types of Your User Information. This is merely an indicative list to help You better understand how We may process User Information.

Why We Process	Type of User Information	What We Process
<p><b>To facilitate account creation and authentication and otherwise manage User accounts:</b></p> <p>We may process User Information so You can create Your account, as well as keep Your account in working order.</p>	<p>(a) Identity Data (b) Contact Data (c) Profile Data (d) Financial Data</p>	<p>For creation of account and KYC purposes may may collect the following details</p> <ul style="list-style-type: none"> <li>- PAN Number</li> <li>- Details of Authorised Signatories</li> <li>- details of Promoters/ Partners/ Karta / Trustees and whole time directors of the entity</li> <li>- Certificate of Incorporation and registration details</li> <li>- Bank account details</li> <li>- Address Proof</li> <li>- Nationality</li> <li>- Occupation</li> <li>- Source of wealth</li> <li>- Gross annual income / networth</li> <li>- Beneficiary details</li> <li>- UCC</li> <li>- Other information as may be required at the time of registration on the Lemonn Platform or for registration as a client for the Services.</li> </ul>
<p><b>To provide access o more information about our Lemonn Platform and to study how Users use our Lemonn Platform.</b></p>	<p>(a) Identity Data (b) Contact Data (c) Profile Data</p>	<p>We track User behaviour through:</p> <ul style="list-style-type: none"> <li>- Cookies</li> <li>- Transaction records of Users.</li> </ul>
<p><b>To collect and share User Information with respective third parties for providing Services.</b></p> <p>Our operations team will share User Information for initiating the Services by setting up Your designated accounts and facilitating the processing of Your instructions which You may initiate via Your designated investment account ("Transaction Instructions").</p>	<p>(a) Identity Data (b) Contact Data (c) Financial Data (d) Transaction Data (e) Profile Data</p>	<ul style="list-style-type: none"> <li>- For providing Lemonn Platform to our Users</li> <li>- For providing back office services for trading and demat services</li> <li>- Verification of KYC data of Users and screening</li> <li>- Transaction monitoring</li> <li>- Payment Aggregators for processing your payment requests (wherever applicable).</li> <li>- Trade placement and generation of trade reports</li> <li>- For fetching UPI details linked to your mobile number</li> <li>- Sending You communication w.r.t the updates, progress of and issues with, if any, pertaining to the Transactions</li> </ul>

		<p>Instructions initiated by You and support towards any related resolution thereof or relating to the Lemonn Platform availed by You</p> <ul style="list-style-type: none"> <li>- We engage with registrar and transfer agents (RTAs) to act as a mediator or agent between You and Financial Institutions/AMCs for Us to generate a reverse feed update of Your Transaction Data for updating Financial and Non-Financial Transaction on Your Lemonn Platform.</li> </ul>
<b>To deliver relevant recommendations/ information to You about Lemonn Platform that may be of interest to You.</b>	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage Data (e) Marketing and Communications Data (f) Technical Data	To study about your preferences and experience, to provide You with information that may be of interest to You.
<b>Asking You to provide a review or take a survey. This will help us improve our customer representation.</b>	(a) Identity Data (b) Contact Data (c) Profile Data (d) Usage Data	For getting feedback to improve our Lemonn Platform or understanding preferences in certain situations.
<b>To administer and protect our Operations and Lemonn Platform (including troubleshooting, data analysis, testing system maintenance, support, reporting and hosting data).</b>  <b>To enable data privacy and security policy controls, combat fraud or other unauthorized activity using our Lemonn Platform, track usage of the Lemonn Platform.</b>	(a) Identity Data (b) Contact Data (c) Biometric Data (d) Technical Data (e) Usage Data (f) Profile Data	<ul style="list-style-type: none"> <li>- Necessary for our legitimate interests (for running our operations, provision of administration and IT services, network security, to prevent fraud and in the context of reorganisation or restructuring exercise).</li> <li>- Necessary to comply with legal obligation.</li> </ul>

## 6. SHARING & DISCLOSURE OF USER INFORMATION

We may share and disclose User Information with the following third parties and / or in specific situations described in this section:

6.1 NU for the purposes of applicable data protection laws shall act as data fiduciary / controller of the User Information in connection with the Lemonn Platform. We may outsource certain parts or elements (all being non-core services / elements of the Services) of the Lemonn Platform and/or Services to our group entities and/or other third party service providers, in compliance with applicable laws including applicable SEBI regulations. All our service providers are predominantly located in India. Such service providers include:

6.1.1. **Group entities on service provider basis:** NU may make Your User Information, Personal Information and/or other Non-Personal Information available to group entities, affiliates and subsidiary companies acting



as outsourcing partners to NU to enable providing You Services on the Lemonn Platform. Please note that all information shared with group entities, affiliates and subsidiary companies or made available to group entities, affiliates and subsidiary companies will be governed by the terms of this Privacy Policy and as per our internal data access policy.

#### 6.1.2. **Third Parties:**

- a. **Independent KYC Registration Agencies (“KRAs”) Acting as Data Processors & Data Fiduciaries.** As described under this Policy, We share User Information with KRAs, responsible for carrying out independent validation of the User KYC records for verifying Your Identity Data and Contact Data, and/or to undertake activities relevant for facilitating performance of Lemonn Platform.
- b. **Payment Aggregators as Data Processors.** We share User Information like bank account details and other Identity Data, Contact Data and Financial Data with payment aggregators, responsible for processing of payment and/or to undertake activities relevant for facilitating performance of Lemonn Platform (wherever applicable).
- c. **Exchange and Depositories as Data Controllers/ Fiduciary.** We share User Information like Transaction Data, Financial Data, Identity Data, Contact Data for purposes like processing of transaction, execution of trades and crediting of securities in demat account and issuing of trade reports.
- d. **Independent AMCs Acting as Data Fiduciaries.** We may interact with our AMC partners for sharing / generating transaction reports while supporting You. We also engage with API vendors who support us to collaborate with AMC partners. Note that the use of User Information by an authorized third party is subject to the respective party's privacy policy. The related policies of BSE StAR MF can be accessed here: [https://www.bseindia.com/static/about/website\\_policy.html](https://www.bseindia.com/static/about/website_policy.html). NU will not be responsible for the privacy practices or the contents of such AMCs. We encourage You to read the privacy notices and policies of such AMC partners before instructing Us to share any User Information with them. We do not take responsibility for the terms of data usage as expressed on or through their platforms or their documentation.
- e. **Third party Service providers (TSP) as Data Processors.** We share User Information like Transaction Instructions, Identity Data, Contact Data for processing and issuing of trade reports, collating bank statements from account aggregators via authorised TSPs, sending trade communications, assisting with any customer support queries, name screening, transaction monitoring etc.
- f. **With Law enforcement / Legal obligation:** Under certain circumstances, NU or its group entities providing services to NU may be required to disclose Your User Information without any prior permission or intimation, if such disclosure is required to be done under applicable laws or in response to any public, regulatory, administrative, judicial, quasi-judicial, law enforcement, or other statutory authorities (e.g. a court or a law enforcement, regulatory or government agency) or to comply with a legal obligation or a legal request / notice.

## 7. SECURITY

- 7.1 NU has put in place reasonable security practices and procedures, to secure User Information and deal with any suspected or actual User Information breach or unauthorised access and modification and may notify You and/or any applicable regulator of a breach where We are legally or contractually required to do so. We also reasonably endeavour to ensure:

- 7.1.1. the security and confidentiality of User Information.

- 7.1.2 We protect the security of User Information during transmission by using appropriate software, which encrypts information You input. This encrypted information is stored on secure servers and data centres. Further, We ensure that the number of employees involved in the management of the data centre who have physical access to these storages and computers is limited. Also, We use advanced security technology to prevent our computers from being accessed by unauthorized persons.

- 7.1.3. User Information is not accidentally lost, used or accessed in any unauthorized way, altered or disclosed by limiting access to User Information to those employees, agents, contractors and other third parties who have a business need to know.

- 7.1.4. User Information is protected from any anticipated threats, hazards by applying reasonable industry

standards towards security measures which include computer safeguards, secured files and buildings.

- 7.2 We may suspend Your use of all or part of the Lemonn Platform without notice if We suspect or detect any breach or threatened breach of security.
- 7.3 The security of User Information is important to Us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While We strive to use commercially acceptable means to protect User Information, We cannot guarantee its absolute security.
- 7.4 We may share certain technical information with Bitkuber solely for the purpose of keeping Bitkuber Platform and Lemonn Platform safe and secure, and to improve the functionalities, features, and safety and security

## 8. HOW WE STORE USER INFORMATION

- 8.1 We take all steps reasonably necessary to ensure that Your data is stored towards rendering the Services and in general access to the Lemonn Platform, in accordance with applicable laws and disclosures under this Policy. We (a) may adequately mark or otherwise identify and physically and virtually segregate all User Information as Company's property from any other Company information, and (b) may mask User Information and store it away from other confidential information or User Information of NU. All our data is stored under respective entity servers which collect, receive, store, possess, deal, handle, process, share, use, disclose and protect User Information. All Our servers are located in India. Our storage compliance process also include:

- 8.1.1. **Retention:** According to NU's internal policy, We retain User Information, including transaction logs, throughout the provision of our services under the Lemonn Platform. Additionally, We retain this information for an additional period of ten (10) years from the date of closure of Your User account. This retention period is essential to ensure compliance with our contractual, legal, and regulatory obligations including but not limited to fraud monitoring, detection and prevention activities. We also keep User Information to comply with our tax, accounting, and financial reporting obligations.

You agree and acknowledge that, apart from the circumstances mentioned above, in the event of any pending legal or regulatory proceeding, specific regulatory direction, or in response to a demand by a court or statutory authority, the Lemonn Platform may retain User Information for a duration exceeding ten (10) years. This retention will be carried out in accordance with all applicable laws and regulations.

- 8.1.2. **Purging:** Unless preservation is required by applicable laws, We shall permanently purge any communication content (including but not limited to User Information) obtained and stored by Us when no longer necessary for our purpose.

## 9. YOUR RIGHTS AND CHOICES

- 9.1 You have rights under data protection laws in relation to Your Personal Information. Your rights may include the right to correct and update such information, by following the process determined by Us.
- 9.2 You have the right to opt-out of receiving marketing emails from NU at any time without cost by clicking on the relevant link contained in our marketing emails or by contacting Us. If You would prefer not to receive any of these communications, simply follow the unsubscribe instructions on the promotional email communications that You will receive should You wish to withdraw Your consent or object to the processing, and;
- 9.3 You can also withdraw Your consent to all or any of the Lemonn Platform at any time by writing to Us. Once We have received notification that You have withdrawn Your consent, We will no longer process Your information for the purpose or purposes You originally agreed to, unless We have another legal basis for doing so provided that You may no longer be able to use the and the termination of Your User's Lemonn Platform Account shall be in accordance with the Terms.

If You wish to exercise any of Your available rights under the applicable laws, You may contact Us at support@lemonn.co.in. In particular, You may reach out to Us with questions or concerns relating to this Policy including our processing of User Information towards the delivery of Services.

## 10. INDEMNITY

You will indemnify, defend, protect and hold Us and our group entities, affiliates and subsidiary companies harmless from any kind of loss or damage or third party claims which may arise directly or indirectly occurred due to:

- a. Usage of your User Information;
- b. Your any lawful/unlawful acts or omissions associated with your User Information;
- c. Your violation of any terms and conditions of this Policy and or any applicable laws;
- d. Your attempt to impersonate the identity of another person via the disclosure of your User Information; and
- e. Your disclosure (intentionally/unintentionally) of false/incomplete User Information.

## 11. ASSIGNMENT, CHANGE OF CONTROL AND TRANSFER

In the event that We or our holding company or ultimate holding company, if any, enter into, or intend to enter into, a transaction that alters the structure of our business, such as a reorganization, merger, sale, joint venture, assignment, transfer, change of control, or other disposition of all or any portion of our business, assets or stock, We may share and/or transfer User Information with third parties, and to the extent permitted, We may give You a written intimation of such an event.

## 12. UPDATES TO OUR POLICY

We may change, modify, replace, or update this Policy from time to time. We will notify You of any material changes or additions to this Policy and may provide You with a copy of any amended Policy via. Your registered e-mail ID and/or other electronic addresses. We encourage You to review this Policy frequently to be informed of how we are protecting Your information. Your usage of our Lemonn Platform and its services after any such change, modification, replacement, or updation, shall be deemed to be Your consent of the same.

## 13. CONTACT US FOR GRIEVANCE REDRESSAL

Users are encouraged to discuss any changes in Your contact information or any questions/issues regarding privacy policies and related procedures directly with:

**Name:** ShivKumar

To,

**Designation:** Grievance Officer cum Nodal Officer

**Contact information:** [ig@lemonn.co.in](mailto:ig@lemonn.co.in)

**Re:** Privacy Policy, NU Investors Technologies Private Limited

	Sole / First Authorised Signatory	Second Authorised Signatory	Third Authorised Signatory
Name			
Designation			
Signature			





# NU Investors Technologies Pvt Ltd.

Registered Office: Galaxy, Unit No. 603, A Wing, Everest Grand, Mahakali Caves Road, Andheri East, Chakala Midc, Mumbai, Maharashtra – 400093

Tel: +91 8069440218 | Email: support@lemonn.co.in | Website: https://lemonn.co.in/ | SEBI DP No: IN-DP-712-2022

SEBI Reg No: INZ000304837, Dated: March 21, 2024 – Perpetual | SEBI Research Analyst Reg No: INH000016764, Dated: Jun 24, 2024 – Perpetual

NSE Member Code 90251 | NSE Clearing Member Code M70032 | BSE Member Code 6813 | CDSL Member Code 96400 | CIN U67200MH2021PTC364704

Compliance Officer : Shivkumar Tel: 8123839564 Email: compliance@lemonn.co.in

## **TERMS AND CONDITIONS FOR AVAILING MARGIN TRADING FACILITY**

### **General:**

The Terms and Conditions ("T&Cs") stipulated herein, shall be in addition to all the terms and conditions (being Terms of Use, Privacy Policy, account opening documents along with annexures/risk disclosures etc) of NU apposite to all Clients using stock broking services provided by NU.

For the objective of these T&Cs, wherever the circumstances so state "Client", "You" or "Your", it shall mean any natural or legal person who has accepted to open an account, or initiated the process of opening an account with NU. The term "We", "Us", "Our", "Company" and "NU") shall mean NU Investors Technologies Private Limited.

Pursuant to You being a Client with NU and based on the acceptance given by You, NU would extend its Margin Trading Facility ("MTF") to You as per the rules/procedures set by various regulators/authoritative bodies.

The MTF Terms provided herein shall be in addition to and to be read with the SEBI Circular CIR/MRD/DP/54/2017 dated June 13, 2017 and the rights and obligations specified by Stock Exchange (NSE and BSE) and any other circular, guidelines, regulation as may be issued by SEBI and the Stock Exchanges from time to time with regard to the MTF Facility.

### **ADDITIONAL TERMS AND CONDITIONS OF NU INVESTORS TECHNOLOGIES PRIVATE LIMITED FOR MARGIN TRADING FACILITY**

The Margin Trading Facility would be available in accordance to the additional terms and condition laid down below:

1. Margin Trading Facility hereinafter referred to as "MTF", is a facility offered by NU which allows the Client to take positions by providing prescribed margin (shall mean the total amount/collateral that should be made available by the Client to NU for taking a position under the MTF) and the balance amount is funded by NU to meet the pay-in obligation of the Client, Client can later take delivery either by making the necessary funds settlement or square up such positions. The Client agrees that any fresh position under MTF shall be allowed to be created only when Client has provided Initial Margin required for such position in such form as specified by NU. The balance obligation would be funded by NU and will be paid to the Stock Exchange for meeting the Client's pay-in obligation. Client then needs to ensure that the available margin is always above the Minimum Margin specified by NU to avoid squaring off the positions.
2. The Client shall maintain or cause to maintain with NU, at all times margin of such amount/percentage as prescribed by SEBI and/or the Stock Exchanges or such amount/percentage as decided and computed by NU from time to time, whichever is higher.
3. Subject to applicable regulations, NU at its sole and absolute discretion may increase/revise the limit of initial margin and maintenance margin, minimum transaction amount from time to time. NU's decision to revise the rate of margin shall be final and binding on the Client and NU shall not be required to assign any reasons for the same. The Client shall abide by such revision, and where there is an upward revision of such margin amount, the client agrees to make up the revised margin immediately, failing which NU at its discretion may exercise its right to liquidate the security/collateral and/or close out the position immediately.
4. Notwithstanding the fact that NU may prescribe higher Margin requirement than what is prescribed by SEBI/the Stock Exchanges, if the Margin available in the Client's MTF account is sufficient to meet minimum Margin requirement prescribed by SEBI/the Stock Exchanges, then NU, at its sole and absolute discretion, may allow the Client to take further exposure and / or continue with the existing positions under the MTF Facility as per SEBI/the Stock Exchange prescribed Margin.
5. Margin would be only in the form of cash or Approved Securities as collateral (as may be decided by NU) by marking pledge in favor of NU.

6. To avail the MTF by Client the minimum margin requirement would be VAR + 3 times of ELM in case of F&O Stock and VAR + 5 times of ELM in case of Non-F&O Stock. However, if the end of day margin requirement as provided by the Stock Exchange is higher than the MTF margin requirement, such additional margin requirement would be required to be fulfilled by the Client. Non-fulfilment of margin requirement may result in shortfall and subsequent penalty.
7. The Client can, at any time, replace the securities provided towards collateral for the MTF Facility, as long as the said securities are approved for margin trading with prior approval of the risk management system of NU.
8. The Client understands that MTF would be extended only for the Stocks as determined by NU from time to time among the Group 1 security as permitted by the Stock Exchange. If at any time the funded stock moves out of the Group 1 security, Client would be compulsorily required to liquidate such position within 30 days from the date such shares move out of the Group 1 security. In case such a position is not liquidated by Client, NU shall liquidate such position on the 30th day. Post square off (whether by client or NU), margins would be released from T+1 day.
9. Transaction/s to be considered for exposure to the MTF Facility shall be informed to NU in writing or in any other irrefutable acceptable mode of communication, including call to the relationship manager or call center on a recorded land line on T-day before close of the trading hours. In the absence of any such express communication, the transaction shall be considered under the normal trading facility. All credit arising to the Client account out of a sale transaction under the MTF Facility shall be first adjusted towards the debit under the MTF Facility, if any, and subject to adequate margin being maintained for the outstanding debit under the MTF Facility.
10. NU may change the securities from its Approved Securities list as and when the situation demands so or at the time of any volatility in the script of any securities.
11. No Client would be provided exposure beyond a limit as may be decided by NU from time to time.
12. NU shall clearly indicate the additional/deficient margin to be made good by the Client when it makes a margin call to the Client. Any notification in the form of email or SMS specifying the margin shortfall amount shall be a notice/communication of margin call. The Client shall deposit/pay the margin shortfall amount within the specified time as specified over email or SMS on receipt of such notification.
13. NU shall have right to call from the Client additional margin and the Client shall make up the difference either by payment of requisite amount to NU or by causing the delivery of additional Approved Securities, acceptable to NU as collateral or by transferring funds from the normal trading account to the MTF account of the Client or such other mode as is acceptable to NU and permitted by the bye laws, rules, regulations, orders, circulars of the Stock Exchange and regulatory authority. In case the Client fails to do so, then the Client shall be deemed to be in breach of these T&C and it shall be considered as an Event of Default and NU shall have right to immediately without any notice to the Client liquidate all or any of the collateral and / or Funded Securities (hereinafter collectively referred to as "Securities" and individually as "Security") on the Stock Exchange and forthwith transfer/appropriate the proceeds from such sale towards the payment of the MTF Facility. NU shall not be held liable / responsible for any losses / damages arising due to such liquidation / square off by NU.
14. If there is a margin call on an MTF account, and if the Client has credit balance in their normal trading account, NU reserves the right to transfer any clear credit balance from the normal trading account to the MTF account. By agreeing to these terms and conditions you give NU the explicit right to do this transfer without any intimation to the Client.
15. NU shall retain and/or pledge the securities of the Client, which are utilized for availing the MTF Facility, and/or retain corporate benefits on such securities, if any, till the amount is due in respect of the transactions including the dues to NU are paid in full by the Client.
16. On part payment of the MTF, which Funded Security to be released will be at the sole discretion of NU.
17. If there are no transactions for 90 (ninety) days in the MTF account and where the MTF account is in credit then the same would be settled as per the running account settlement process.
18. The stock valuation of fully paid securities in the Collateral account will be determined by NU, after applying the necessary haircuts (Var + ELM % as defined by NU) from time to time including but not limited to the existing blocked collaterals.
19. MTM (Mark to Market) loss if any of the funded security, should be paid immediately under this funding facility failing which the funded stocks shall be liquidated without any prior intimation. Margin call shall be initiated by NU, at any time if the Client fails to meet the daily MTM Losses of the funded security and fails to clear the MTM loss dues.
20. **Charges:**
  - a. Pay an interest equal to the delayed payment interest rate (payment made after the timelines prescribed for Pay-In or Pay-out date with respect to the said transaction) charged to the Client's normal account or interest of up to 18% p.a. + GST or at the rate decided by NU from time to time calculated on outstanding MTF balance (Interest). NU shall be entitled to debit the same to the MTF account of the Client held with NU and add to the Funded Amount and NU shall charge Interest thereon as if such amount was an additional amount funded by NU to the Client.
  - b. NU shall, at its sole discretion, be entitled to alter at any time and from time to time the rate of Interest by sending prior communication to the Client.

**21. Creation of Pledge:**

- a. As per regulatory requirement for entering into Margin Trading position, Clients would be prompted to create a future pledge at the CDSL systems in favour of NU – Client Securities Margin Pledge Account (Collateral account). Clients would be required to confirm such pledge within a stipulated time (as may be decided by NU) on the trade day to continue with the MTF position.
- b. Non acceptance of pledge requests within the stipulated timelines, would lead to converting the MTF position to normal position on T day. Such a position shall be squared off any time after the settlement day but before the regulatory norms. Funds or securities blocked during the settlement of such position(s) would be liable to penalty or square-off as communicated by NU.

**22. Term and Termination:**

- a. The duration period for Margin Trading position so taken up by the Client would be valid for a period of 12 months from the trade date of such position as may be decided by NU from time to time.
- b. Clients would be required to release such a position on or before the date as may be intimated to the Client by NU by taking delivery of such shares by paying the funded amount or by squaring off such position.
- c. Any pending position beyond the intimated date may be squared off at the prevailing market rates on best effort basis by NU.
- d. NU shall not be responsible for any loss arising to Client from such square off. Further Clients would not be allowed to take any new position on the same day in the same script for position squared off by NU.
- e. Post squaring off the position, funds would first be allocated towards satisfying the outstanding dues, interest accumulated to NU and statutory charges as applicable and only the balance would be credited to the client ledger.
- f. If any further amount is due from the Client to NU, after such adjustment, then the Client shall forthwith settle the same. NU shall release the balance amount to the Client upon full settlement of all the dues of the Client to NU.
- g. NU may release/unpledged/transfer the securities utilized for providing the margin under the MTF Facility within 5 (five) working days of the Client clearing the dues to NU.
- h. Subject to clearing all dues payable to NU, the Client may opt to terminate the MTF Facility, in the event of NU committing any breach of any T&Cs herein or for any other reason.

**23. Repayment on Demand:**

- a. Notwithstanding anything contained herein, NU may, in its sole discretion, determine the time to sell the securities to be liquidated, and/or which contract(s) is/are to be closed and/or repayment of any outstanding amount under the MTF on demand. The Client undertakes to repay outstanding amount under the MTF forthwith on demand by NU. If the Client either fails or delays the repayment of the MTF on demand as aforesaid, NU shall be entitled to sell the Client's securities, either in its own name or in the name of the Client and collect & appropriate the sale proceeds thereof to clear any outstanding amount under the MTF of the Client and the Client shall be solely responsible for any costs or consequences thereof. For any deficit amount, NU is entitled to recover the same from the Client as available under law or equity.
  - b. NU shall hold and/or appropriate the credit lying in the Client account with NU and/or any unutilized/unpledged shares/securities lying in the Client demat account with NU along with all other demat accounts/Mutual Funds/IPO account of the Client with NU towards the repayment of the outstanding dues thereof under the MTF Facility.
  - c. NU shall treat the securities pledged in the demat account/s linked to the trading account of the Client as margin towards the MTF Facility availed by the Client.
  - d. Client shall at all times be fully responsible to make good any dues pending to be paid to NU. The dues of the Client, wherever mentioned in the T&C, shall include but are not limited to the outstanding balances (funded amount), interest, statutory dues, taxes, duties, charges, penalties etc. in respect of the MTF Facility availed by the Client. If NU pays any such duty, expenses and/or charges, the Client hereby agrees to reimburse the same to NU within 3 (Three) days from the date of demand by NU on the Client.
24. On squaring off any position by Client or by NU from such sale value the funded amount, applicable taxes, applicable charges and applicable upfront margin would first be reduced and only on the balance amount further exposure shall be granted (if any).
25. If at any point there is any margin shortfall, the Client shall be responsible for penalties applicable (if any).
26. Event of Default: In respect of the MTF provided or to be provided by NU, the happening of any of the following events shall be

considered as an event of default by the Client (herein referred to as “Event of Default”):

- a. If the Client fails to pay any part of the MTF or fails to pay interest on the MTF as and when the same becomes payable;
- b. if the Client fails to pay the outstanding MTF balance forthwith after giving his/her notice of closure / termination of the MTF Facility with NU;
- c. if there is reasonable apprehension that the Client is unable to pay its outstanding dues including the Garnishee Order being passed or admitted against the Client;
- d. if the Client fails to maintain the stipulated margin as communicated by NU from time to time and also does not restore the same to the required level within the timeline as intimated by NU;
- e. non-acceptance of pledge request within the stipulated timelines;
- f. if there is a change in the constitution of the Client whether on account of admission of a new partner or retirement/death/insolvency of any partner or otherwise or on death or lunacy in case of an individual Client and insolvency, dissolution and winding-up in case of non-individual Client;
- g. if the Client provides any incorrect or misleading information or fails to adhere to the T&Cs of NU;
- h. if any order is passed by any regulatory authority, courts, etc. requiring NU to liquidate the security/collateral and/or close out the position of the Client or if the Client is convicted under any law in-force;
- i. if any asset or any security is seized or made subject to any distress, execution, attachment, injunction or other process order or proceeding or is detained or taken into custody for any reason;
- j. default under any other arrangement or facility with any Stock Broker is made by the Client;
- k. for such other events as determined by NU as an event of default which is prejudicial to the interest of NU.

**27. Consequences of Event of Default:**

- a. Unless NU gives time or other accommodation in writing over email, NU shall be entitled to enforce the Securities without prejudice to NU’s other legal rights and remedies;
- b. NU shall be further entitled to liquidate/ square off / auto square-off (only in case of failure to make payment) the Securities or close out the position without any further notice to the Client. NU’s decision regarding liquidating the securities or giving a notice to cure a particular Event of Default shall be final and binding and the Client shall not raise any objection on the same. The right of NU to liquidate the Securities is absolute, final and binding on the Client;
- c. NU shall have the sole authority to decide the mode, manner, time and the price at which to effect the liquidation of the Securities and the Client undertakes and agrees that he/she shall not raise any dispute as to the manner, mode, time and the price at which the Securities are sold / squared off and the Client agrees to pay to NU forthwith at NU’s demand such amount as will make up the shortfall. Any action taken by NU in terms of this Clause shall not be challenged by the Client, and NU shall not be liable to the Client for any loss or damage which may be caused to the Client.
- d. In case of lunacy, death, insolvency, dissolution, winding up or such other event of the Client as the case may be, any action to liquidate the Securities shall be binding upon the nominees, legal heirs, successors, representatives of the Client as the case may be in accordance with the applicable laws and regulations.

**28. NOTICES & COMMUNICATION:**

- a. Any notice or other communication to be given by NU to the Client under or in connection with these T&C including, but not



limited to, communication for confirmation of orders/trades, margin calls, calls for liquidation of Securities shall be in writing and shall be deemed duly served if delivered personally or sent by prepaid registered post or courier or by e-mail or short message service (SMS) or in any other form as it may deem fit to NU, to the Client on address/e-mail Id /telephone number (if any), as specified in the account opening form or as subsequently communicated/modified in writing by the Client;

- b. that any notice/communication sent by NU to the Client shall be deemed to have been properly delivered or served, even if such notice/ communication is returned to NU as unclaimed/ refused/undelivered/bounced, if the same is served at the address/e-mail Id /telephone number communicated by the Client; and
- c. that any notice/communication relating to confirmation of orders/trades, margin calls, change of composition of Approved Securities, calls for liquidation of Securities and/or any other similar matters may be communicated by NU to the Client orally or by e-mail or SMS.

#### **29. GRIEVANCE REDRESSAL:**

- a. The Client shall lodge grievance or disagreement with any transaction done under the MTF within 24 hours after receipt of the contract note or any communication by writing at [support@lemonn.co.in](mailto:support@lemonn.co.in).
  - b. Any dispute between the parties in connection with the MTF should first be resolved amicably. In case no amicable resolution is arrived at, parties can approach the investor grievance redressal mechanism or arbitration mechanism of the Stock Exchanges or the Online Dispute Resolution (ODR) mechanism.
30. Any provision of this T&C which is prohibited, unenforceable or is declared or found to be illegal, invalid, unenforceable, or void shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this T&C.
31. This T&C will be governed by and construed in accordance with the laws of India. The courts of Mumbai shall have exclusive jurisdiction over all matters in connection herewith.

#### **DISCLAIMERS:**

32. The funds of one client shall not be used to provide MTF Facility to another client even if so authorized by the first client. Investor Protection Fund (IPF) will not be available for transactions done on the Stock Exchanges, through the MTF Facility, in case of any losses suffered in connection with the MTF Facility availed by a client.
33. The Client understands that NU shall be reporting to the Stock Exchanges on a daily basis the details of the client's funded position/collaterals position and such other details as may be required by Stock Exchanges from time to time. The Client understands that Client is required to disclose whether he is a promoter or forming of the promoter group of the stock in which he has taken an MTF position or given as collateral which is required for daily reporting to Stock Exchanges. In absence of any such disclosure, NU shall consider the Client as a non-promoter and will report to Stock Exchanges accordingly.
34. The Client understands that NU reserves the right to modify any of the terms in the relation to MTF so provided here in the document.
35. The Client understands that from the date of accepting these T&C, if there are any regulatory / operational changes in the functioning of the MTF, such changes shall apply without any intimation to the Client.
36. NU reserves the right at its absolute discretion to withdraw/ suspend/reduce the MTF at any time without giving any reason. During

the existence of the agreement, if it is found any breach / fraud has been committed by the Client against NU, such Client shall be liable to make good all the financial loss incurred by NU including any legal and technical cost that would have been borne by NU. The Client would also be subject to any legal action as may be necessary.

37. NU also reserved the right to withdraw the MTF any time by issuing a notice of not greater than 30 (thirty) days to its Clients. On withdrawal of such a facility, a Client would be required to settle its position and clear out any pending dues.
38. NU in its sole and exclusive discretion may or may not grant the MTF Facility to a Client or grant on such conditions, terms as are at the sole discretion of NU. In the event NU decides not to extend the MTF to a particular Client or for a particular transaction or transactions or reduce the amount/limits of the MTF given to the Client, NU shall not be required to provide any reasons thereof nor shall NU be liable for any loss/damages etc to the Client by reason of NU's refusal to extend the MTF to the Client or its decision to reduce the amount/limit of the MTF.
39. The Client understands that the service provided hereunder is through the use of software's and systems. The Client agrees that he/she 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 internet/mobile trading platform or any other order routing platform of NU and shall not have any claim/complaint of whatsoever nature against NU and/or its employees, directors, associates, affiliates, group etc in this regard.
40. Modification of Terms and Conditions:  
NU reserves the right to change/modify these T&Cs and shall be duly communicated to the clients registered under the Margin Trading Facility. Client's acceptance of the amended T&Cs at the time of placing or subscribing to MTF Facility shall signify Client's consent to the changes and agree to be legally bound by the same.

#### **RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS FOR MARGIN TRADING FACILITY (MTF) AS PER NSE**

##### **CLIENT RIGHTS**

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.
2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.
3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.
4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

##### **CLIENT OBLIGATIONS**

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.
2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility
3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.
4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.
5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.
6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

#### **STOCK BROKER RIGHTS**

1. Stock Broker and client may agree between themselves the terms and conditions including commercial terms if any before commencement of MTF.
2. Stock Broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock Broker may make amendments thereto at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.
3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.
4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as per mutually agreed liquidation terms but not exceeding 5 (five) working days from the day of margin call.

#### **STOCK BROKER OBLIGATIONS**

1. Stock Broker shall agree with the Client the terms and condition before extending Margin Trading Facility to a Client. However, for Clients who already have an existing trading relationship and want to avail of Margin Trading Facility, Stock Broker may take consent in writing in his own hand or in any irrefutable electronic method after Stock Broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.
2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.
3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock Broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.
4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that an appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.
5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.
6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note issued on conclusion of the transaction.
7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.
8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance with the declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.
10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.
11. Margin Trading Accounts where there were no transactions for 90 days shall be settled immediately.
12. The stocks deposited as collateral with the Stock Broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any commingling for the purpose of computing funding amount;
13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility

#### **TERMINATION OF RELATIONSHIP**

1. The margin trading arrangement between the Stock Broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon

full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.

5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

**RIGHTS & OBLIGATIONS OF STOCK BROKERS & CLIENTS FOR MARGIN TRADING FACILITY (MTF) AS PER BSE**

1. Stock Broker/Trading Member is eligible to provide Margin Trading Facility (MTF) in accordance with SEBI & Exchange Guidelines as specified from time to time.
2. Stock Broker/Trading Member desirous of extending MTF to their clients is required to obtain prior permission of BSE. Stock Broker/Trading Member may note that BSE has the right to withdraw the permission anytime.
3. Stock Broker/Trading Member shall extend the MTF to the client, on such terms and conditions as specified by the Stock Exchange/SEBI from time to time. Stock Broker/Trading Member and the client shall abide by the requirements of the margin trading framework, including rights and obligations, as prescribed by Stock Exchange/SEBI/Stock Broker/Trading Member.
4. Stock Broker/Trading Member shall intimate all the terms and conditions, including maximum allowable exposure, specific stock exposures etc., as well as the rights and obligations to the client desirous of availing MTF.
5. Stock Broker/Trading Member may, at its sole and absolute discretion, increase the limit of initial and/or maintenance margin, from time to time. The client shall abide by such revision, and where there is an upward revision of such margin amount, he agrees to make up the shortfall within such time as the Stock Broker/Trading Member may permit. It may however, be noted that the initial/ maintenance margins shall never be lower than that prescribed by Stock Exchange/SEBI.
6. Stock Broker/Trading Member shall provide MTF only in respect of such shares, as may be permitted by Stock Exchange/ SEBI.
7. Stock Broker/Trading Member shall liquidate the securities and other collateral, if the client fails to meet the margin call to comply with the margin requirement as specified by Stock Exchange/SEBI/Stock Broker/Trading Member. In this regard, Stock Broker/Trading Member shall also list down situations/conditions in the which the securities may be liquidated (Stock Broker/Trading Member to list down situations/conditions):
8. Stock Broker/ Trading Member shall not use the funds of one client to provide MTF to another client, even if the same is authorised by the first client.
9. The stocks deposited as collateral with the Stock Broker/Trading Member for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and no co-mingling shall be permitted for the purpose of computing funding amount
10. IPF shall not be available for transactions done on the Stock Exchange, through MTF, in case of any losses suffered in connection with the MTF availed by the client. The rights and obligations prescribed herein above shall be read in conjunction with the rights and obligations as prescribed under SEBI circular no. CIR/MIRSD/16/ 2011 dated August 22, 2011.

I, hereby agree to the terms and conditions of Margin Trading Facility ("MTF") and provide my consent to avail this facility provided by NU Investors Technologies Private Limited.

Client name: \_\_\_\_\_

Client id: \_\_\_\_\_

\_\_\_\_\_  
(Signature of client)