

## CHECKLIST FOR INDIVIDUAL CLIENTS

<b>Identity Proof :-</b>	<input type="checkbox"/> PAN Card	
--------------------------	-----------------------------------	--

<b>Address Proof :-</b> (Any One from list)	<input type="checkbox"/> Aadhaar Card	<input type="checkbox"/> Passport
	<input type="checkbox"/> Driving License	<input type="checkbox"/> Voter Identity Card
	<input type="checkbox"/> Electricity Bill (not older than 2 months)	<input type="checkbox"/> Landline Telephone Bill (not older than 2 months)
	<input type="checkbox"/> Water Bill (not older than 2 months)	<input type="checkbox"/> Piped Gas Bill (not older than 2 months)

<b>Bank Account Proof :-</b> (Any One from list)	<input type="checkbox"/> Bank Statement with entries not older than 3 months	<input type="checkbox"/> Bank Passbook with entries not older than 3 months
	<input type="checkbox"/> Cancel Cheque Leaf with Name & Account number printed on it	






<b>Demat Account Proof :-</b> (Any One from list)	<input type="checkbox"/> Latest Statement of Holding	<input type="checkbox"/> Latest Statement of Transaction
	<input type="checkbox"/> Client Master	

<b>Financial Proof :-</b> (Any One from list in case opting for F&O, Currency, Commodity Segment)	<input type="checkbox"/> Latest ITR copy	<input type="checkbox"/> Latest 6 months Bank Statements
	<input type="checkbox"/> Latest Demat Holding Statement	<input type="checkbox"/> Latest Net-worth Certificate
	<input type="checkbox"/> Copy of Form 16 in case of Salary Income	<input type="checkbox"/> Last 3 months Salary Slip
	<input type="checkbox"/> Any other relevant documents substantiating ownership of assets	<input type="checkbox"/> Self-declaration along with relevant supporting

**Please Note:**

- Copies of above mentioned documents should be clear & self-certified.**
- Make payments for through an A/c payee cheque/RTGS/NEFT to "Pinnacle Forex & Securities Pvt. Ltd."
- Do not give Cash/Cheque/Securities or transfer securities to our Associates/Employee or any other person as they are not authorised to take funds/securities in their name.
- List of Email Id's & Contact numbers of all department are published on our website: [www.pinnacletrades.com](http://www.pinnacletrades.com). Please feel free to contact with us in this regards.
- All trades executed can be verified on the website of the relevant exchange within 3 days of the trade date. Please inform us within 24 hours of the trades in case of any discrepancy.
- Please do not execute any transactions including but not limited to cash transactions, which may raise suspicion based on the criteria given under circulars pertaining to Prevention of Money Laundering Act and rules there under, as we will be under an obligation to report such suspicious transactions to Financial Intelligence Unit of India (FIU) under the provisions of Prevention of Money Laundering Act.

Client Signature / First/Sole Holder	Page no.6,9,13,16,18,20,23,24,53,54,58,62,63,64,65,66,67	
Second Holder	Page no.13,16,18,23,24,64,66,67	
Third Holder	Page no. 13,16,18,23,24,64,66,67	
Signature of Authorised Person	Page no.10,65	
Intermediary / Brokers Signature	Page no.6,20,53,62,66	

DETAILS OF TRADING MEMBER & DEPOSITORY PARTICIPANT			
●	Name of the Trading Member / DP	PINNACLE FOREX & SECURITIES PRIVATE LIMITED	
●	Correspondence & Registered Office Address	Office No A-1307, O2 Commercial Bldg, Plot No 23-24, Near Minerva Industrial Estate, Mulund (West), Mumbai – 400080.	
●	Contact Details	Telephone No: + 91 22 – 6100 6100, Fax No: + 91 22 – 2564 0022 Email: info@pinnacletrades.com, Website: www.pinnacletrades.com	
●	SEBI Registration Number (Broking)	INZ000182337 / Date: 21-06-2018	
●	SEBI Registration Number (DP)	IN-DP-732-2022 / Date: 05-12-2022	
●	Depository Participant Details	CDSL DP ID – 12074400 / Date: 11-06-2012	
●	Clearing Member for NSE-CD:	Globe Capital Market Ltd – INZ000177137	
●	Membership Details	● BSE Cash: 6295 – 30/09/2010 ● NSE F&O: 14122 – 01/11/2010 ● MCX: 56425 – 13/03/2019	● NSE Cash: 14122 – 01/11/2010 ● NSE CD: 13558 – 13/11/2009 ● NCDEX: 01275 – 10/05/2019
●	Details of CEO	Mr. Pradip Jamnadas Thakkar (Director) Tel.: + 91 22 – 6100 6100	
●	Details of Compliance Officer	Mr. Arvind Murji Vinchhivora Tel.: + 91 22 – 6100 6125 / Email: arvind@pinnacletrades.com	

**In case of any grievance / complaint against the Stock Broker / Depository Participant:**

- Please contact Mr. Arvind Vinchhivora (Compliance Officer) of the Pinnacle Forex & Securities Private Limited on +91 022 61006174 and arvind@pinnacletrades.com
- You may also approach Mr. Pradip Thakkar (CEO) of the Pinnacle Forex & Securities Private Limited on +91 022 61006125 and grievances@pinnacletrades.com
- If not satisfied with the response of the Stock Broker / Depository Participant, you may contact the concerned Stock Exchange / Depository at the following:

Exchange/DP	Web Address	Contact No.	Email ID
BSE	www.bseindia.com	+91 022 2272 8138	is@bseindia.com
NSE	www.nseindia.com	+91 022 2659 8173	ignse@nse.co.in
MCX	www.mcxindia.com	+91 022 6731 8888	grievance@mcxindia.com
NCDEX	www.ncdex.com	+91 022 6640 6789	ig@ncdex.com
CDSL	www.cdslindia.com	1800 200 5533	complaints@cdslindia.com

- You can also lodge your grievances with SEBI at <http://scores.sebi.gov.in>, for any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

INDEX			
S. N	Name of the Document	Brief Significance of the Document	Pages
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES PART I</b>			
1	Account Opening Form	KYC Form - Document captures the basic Information about Constituesnt & Instruction check list	5 to 8
		Additional form capturing details relevant to the constituent regarding Trading & Demat Account	9 to 20
2	Tariff Sheet	Details of rate / amount of brokerage & other charges levied for trading on the stock exchange's & DP Charges / Fees Structure	21 to 23
3	FATCA/CRS Declaration	Confirmation under the Foreign Account Tax Compliance Act (FATCA) & Common Reporting Standards (CRS)	24
4	Standard Set of Documents - Securities	Rights & Obligation of stock broker/authorised person & client for the trading on exchanges as prescribed by SEBI & Stock Exchanges including additional rights & obligation in case of Internet/Wireless technology based trading. Rights And Obligations Of Beneficial Owner And Depository Participant	25 to 32
		Risk Disclosure Document (RDD) - Document detailing risks associated with dealing in securities market	33 to 36
		Guidance Note - Document detailing DO's & DON'T's for trading on stock exchange & demat a/c, for the education of the investors.	37 to 39
5	Standard Set of Documents - Commodities	Risk Disclosure Document (RDD) - Document detailing risks associated with dealing in commodities market	40 to 42
		Rights & Obligation of stock broker/trading member/ Authorised Person and client for the trading on exchanges as prescribed by SEBI & Commodity Exchanges including additional rights & obligation in case of Internet/Wireless technology based trading.	43 to 50
		Guidance Note - Document detailing DO's and DON'T's for trading in commodity, for the education of the investors.	51 to 52
6	Procedure for Complaints & Freezing Accounts	Procedure for filing of Complaints On Scores- Easy & Quick and procedure for voluntary freezing trading account.	52
7	Declaration of Position Limit - Commodity	Declaration & Undertaking on Position Limit	53
8	Proprietary Trading Declaration	Proprietary Trading Declaration by Member	53
9	Inactive Account Policy	Policy / Criteria regarding Inactive Account	53
10	MITC	Most Important Terms And Conditions	54
11	Policies and Procedures	Document describing significant policies and procedures of the stock broker. (to be added by the Stock Broker)	55 to 58
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER PART II</b>			
12	Voluntary Terms & Conditions	Documents detailing the terms & conditions specific to Pinnacle for ease of operation	59 to 62
13	Running A/c Authorization	Authorization to maintain running account	63
14	Authorisation for Charges	Authorisation to debit Additional Statutory & Other Charges	63
15	Alerts on Mobile & Email	Declaration for receiving alerts on Mobile & Email ID	64
16	Authorisation for Digital Documents	Authorization by you in our favour to issue digitally signed Electronic Contract Note & Other Documents	64
17	Authorisation for Inter Settlements	Authorisation for Transfer of Funds / Securities Inter Segment & Inter Exchanges	65
18	Authorisation for Depositing Collaterals	Authorisation for Depositing Collaterals with Exchanges / Clearing House / Clearing Member	65
19	Confirmation for AP	Confirmation of the arrangement with Authorised Person	65
20	DDPI	Demat Debit and Pledge Instruction	66
21	Acknowledgement Receipt	Acknowledgement of receipt of executed documents	67

Do's	Don'ts
<ul style="list-style-type: none"> <li>a. Always deal with market intermediaries registered with SEBI/Exchanges.</li> <li>b. Give clear and unambiguous instructions to your broker/agent/depository participant.</li> <li>c. Always insist on contract notes for all the transactions from the Pinnacle Forex &amp; Securities Private Limited within 24 hours of the trade execution. In case of doubt of the transactions, verify the genuineness of the same on the Exchange website <a href="http://www.bseindia.com">www.bseindia.com</a> / <a href="http://nseindia.com">nseindia.com</a> / <a href="http://www.mcxindia.com">www.mcxindia.com</a> / <a href="http://www.ncdex.com">www.ncdex.com</a>.</li> <li>d. Always settle the dues through the normal banking channels with the market intermediaries.</li> <li>e. Always make payment by account NEFT / RTGS / Payee Cheque / DD directly to Pinnacle Forex &amp; Securities Private Limited.</li> <li>f. Always give delivery of shares directly to Pinnacle Forex &amp; Securities Private Limited.</li> <li>g. Adopt trading/investment strategies commensurate with your Risk bearing capacity as all investments carry risk, the degree of which varies according to the investment strategy adopted.</li> <li>h. Always sign Client Registration Documents with the SEBI registered member of the exchange before starting dealings.</li> <li>i. Please carry out due-diligence before registering as client with any Intermediary. Also, carefully read and understand the contents stated in the Risk Disclosure Document, which forms the part of client registration for dealing through intermediaries in the Stock Market.</li> <li>j. For further details on Investor Rights and Obligations and other related issues, please refer to the Investor Forum Section on the NSE website @ <a href="http://www.nse-india.com">www.nse-india.com</a> or the booklet 'Guiding Light for Investors', copy of which is available with the broker.</li> </ul>	<ul style="list-style-type: none"> <li>a. Don't deal with unregistered brokers/sub-brokers, intermediaries.</li> <li>b. Don't leave the custody of your Demat Transaction slip book in the hands of any Intermediary.</li> <li>c. Don't fall prey to promises of guaranteed returns.</li> <li>d. Don't blindly imitate investment decisions of others who may have profited from their investment decisions.</li> </ul>

## Important Instructions:

- A) Fields marked with '\*' are mandatory fields.  
 B) Please fill the form in English and in BLOCK letters.  
 C) Please fill the date in DD-MM-YYYY format.  
 D) Please read section wise detailed guidelines / instructions at the end.  
 E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.  
 F) List of two character ISO 3166 country codes is available at the end.  
 G) KYC number of applicant is mandatory for update application.  
 H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.



For office use only (To be filled by financial institution)	Application Type*	<input type="checkbox"/> New	<input type="checkbox"/> Update
KYC Number		(Mandatory for KYC update request)	
Account Type*	<input type="checkbox"/> Normal	<input type="checkbox"/> Simplified (for low risk customers)	<input type="checkbox"/> Small <input type="checkbox"/> OTP based E-KYC

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

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

**PHOTO**

Signature / Thumb Impression

X

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

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

ISO 3166 Country Code of Jurisdiction of Residence*	
Tax Identification Number or equivalent (If issued by jurisdiction)*	
Place / City of Birth*	ISO 3166 Country Code of Birth*

## 3. PROOF OF IDENTITY (PoI)\* (Please refer instruction C at the end)

(Certified copy of any one of the following Proof of Identity[PoI] needs to be submitted)

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

## 4. PROOF OF ADDRESS (PoA)\*

## 4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction D at the end)

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

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

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

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

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

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

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

☐ Same as Current / Permanent / Overseas Address details

☐ Same as Correspondence / Local Address details

Line 1\*   
Line 2   
Line 3  City / Town / Village\*   
State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

☐ 5. CONTACT DETAILS (All communications will be sent on provided)

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

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

☐ Addition of Related Person

☐ Deletion of Related Person

KYC Number of Related Person (if available\*)

Related Person Type\*

☐ Guardian of Minor

☐ Assignee

☐ Authorized Representative

Prefix

First Name

Middle Name

Last Name

Name\*

(If KYC number and name are provided, below details of section 6 are optional)

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

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

☐ 7. REMARKS (If any)

Mobile no. / Email-ID) (Please refer instruction F at the end)

8. APPLICANT DECLARATION

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

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

Date :

Place :

[Signature / Thumb Impression]

X 1

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received

☐ Certified Copies

KYC VERIFICATION CARRIED OUT BY

INSTITUTION DETAILS

Date   
Emp. Name   
Emp. Code   
Emp. Designation   
Emp. Branch

Name   
Code

[Employee Signature]

[Institution Stamp]

## CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

### General Instructions:

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

### A Clarification / Guidelines on filling 'Personal Details' section

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

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

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

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

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

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

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

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

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

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

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

### F Clarification / Guidelines on filling 'Contact details' section

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

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

- Provide KYC number of related person if available.

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

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

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

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

## List of ISO 3166 two- digit Country Code

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



## TRADING ACCOUNT RELATED DETAILS

### A. Bank Account Details:

Bank Name:	Bank Name:
Branch Address	Branch Address
Bank A/c No.	Bank A/c No.
A/c Type: <input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Other	A/c Type: <input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Other
MICR No.:	MICR No.:
IFSC Code:	IFSC Code:

### B. Depository Account Details:

Depository Participant Name:																
Depository Name: <input type="checkbox"/> CDSL <input type="checkbox"/> NSDL																
Beneficiary Name:																
DP ID:									BO ID:							

### C. TRADING PREFERENCES:

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

<b>Exchanges</b>	All Segments	<sub>2</sub>
<b>NSE &amp; BSE</b>	Cash / Mutual Fund	<sub>3</sub>
	F&O	<sub>4</sub>
	Currency	<sub>5</sub>
<b>MCX &amp; NCDEX</b>	Commodity Derivatives	<sub>6</sub>
If you do not wish to trade in any of segments / Mutual Fund, please mention here _____ _____		

### D. Past Actions:

Details of any action/proceedings initiated/pending/taken by SEBI/Stock exchanges/any other authority against the applicant/constituent or its Partners/Promoters/Whole time directors/authorised persons in charge of dealing in securities during the last 3 years: \_\_\_\_\_


**E. Dealing through other Stock Broker / Authorised Person of other Stock Broker:**

Name of Stock Broker:		
SEBI Registration No.:	Client Code:	
Registered Address:		
Tel:	Fax:	Email:
Name of AP:		
Address of AP:		
Name of Exchanges:		
Details of disputes/dues pending from/to such Stock Broker:		
(In case client is dealing through multiple stock brokers or the AP of other Stock Brokers, provide details of all)		

**F. Additional Details:**

- Qualification: ☐ Non-Matric ☐ SSC ☐ HSC ☐ Graduate ☐ Post Graduate ☐ Other \_\_\_\_\_
- Gross Annual Income: ☐ Below 1 Lac ☐ 1 to 5 Lac ☐ 5 to 10 Lac ☐ 10 to 25 Lac ☐ above 25 Lacs **or**  
 Networth Rs. \_\_\_\_\_ Networth Date: \_\_\_\_\_ (within 1 year)
- Standard documents as per SEBI Circular No.CIR/MIRSD/64/2016: ☐ Electronic ☐ Physical
- Contract Note: ☐ Electronic Contract Note (ECN) ☐ Physical Contract Note  
 Specify Email Id: \_\_\_\_\_
- Specify Trading Facilities you wish to avail: ☐ Internet Trading ☐ Wireless Technology (Mobile)
- Investment/Trading Experience: ☐ No Experience / \_\_\_\_ Years in Equity / \_\_\_\_ Years in Derivatives / \_\_\_\_  
 Years in Commodity / \_\_\_\_ Years in Currency / \_\_\_\_ Years in Other Investments
- Please Tick, if applicable: ☐ Politically Exposed Person ☐ Related to Politically Exposed Person
- Name of Employer/ Establishment: \_\_\_\_\_  
 Office Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Pin code: \_\_\_\_\_  
 Contact No. \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_
- SMS & Email alerts by Stock Exchanges / CDSL / Stock Broker: ☐ SMS alerts ☐ E-mail alerts ☐ Both
- Any other Information: \_\_\_\_\_

**G. Introducer Details (Optional):**

Name of Introducer:	
Address of Introducer:	
Mobile/Contact No. of Introducer:	Email:
Status of Introducer: <input type="checkbox"/> Authorised Person <input type="checkbox"/> Employee <input type="checkbox"/> Existing Client <input type="checkbox"/> Other _____	
Signature of Introducer:	
	PAN: _____

## FORM FOR NOMINATION

I / We hereby nominate the following person(s) who shall receive all the assets held in my / our account / folio in the event of my / our demise, as trustee and on behalf of my / our legal heir(s) \* [As per details given below]

<b>Date</b>		<b>UCC:</b>	<b>DP ID:</b>	1	2	0	7	4	4	0	0						
-------------	--	-------------	---------------	---	---	---	---	---	---	---	---	--	--	--	--	--	--

<b>Name of Nominee 1</b>		
Mandatory Details	Share of Nominee (%)**:	Relationship:
	Postal Address:	
	Mobile Number:	Email ID:
	Identity Number***:	
Additional Details****	Date of Birth of Nominee:	
	Guardian:	

<b>Name of Nominee 2</b>		
Mandatory Details	Share of Nominee (%)**:	Relationship:
	Postal Address:	
	Mobile Number:	Email ID:
	Identity Number***:	
Additional Details****	Date of Birth of Nominee:	
	Guardian:	

<b>Name of Nominee 3</b>		
Mandatory Details	Share of Nominee (%)**:	Relationship:
	Postal Address:	
	Mobile Number:	Email ID:
	Identity Number***:	
Additional Details****	Date of Birth of Nominee:	
	Guardian:	

<b>Name of Nominee 4</b>		
Mandatory Details	Share of Nominee (%)**:	Relationship:
	Postal Address:	
	Mobile Number:	Email ID:
	Identity Number***:	
Additional Details****	Date of Birth of Nominee:	
	Guardian:	



<b>Name of Nominee 10</b>		
<b>Mandatory Details</b>	Share of Nominee (%)**:	Relationship:
	Postal Address:	
	Mobile Number:	Email ID:
	Identity Number***:	
<b>Additional Details****</b>	Date of Birth of Nominee:	
	Guardian:	

\*Joint Accounts:

Event	Transmission of Account / Folio to
Demise of one or more joint holder(s)	Surviving holder(s) through name deletion The surviving holder(s) shall inherit the assets as owners.
Demise of all joint holders simultaneously – having nominee	Nominee
Demise of all joint holders simultaneously – not having nominee	Legal heir(s) of the youngest holder

\*\* if % is not specified, then the assets shall be distributed equally amongst all the nominees (see table in 'Transmission aspects').

\*\*\* Provide only number: PAN or Driving Licence or Aadhaar (last 4). Copy of the document is not required.

\*\*\*\* to be furnished only in following conditions / circumstances:

- Date of Birth (DoB): please provide, only if the nominee is minor.
- Guardian: It is optional for you to provide, if the nominee is minor.

1) I / We want the details of my / our nominee to be printed in the statement of holding, provided to me/ us by the AMC / DP as follows; (please tick, as appropriate)




☐ Name of nominee(s)

☐ Nomination: Yes / No

2) I hereby authorize \_\_\_\_\_ (nominee number \_\_\_\_\_) to operate my account on my behalf, in case of my incapacitation in terms of paragraph 3.5 of the circular. He / She is authorized to encash my assets up to \_\_\_\_\_ % of assets in the account / folio or Rs. \_\_\_\_\_.

(strike off portions that are not relevant)

3) This nomination shall supersede any prior nomination made by me / us, if any.

Name(s) of holder(s)	Signature(s) of holder	Witness Signature*
Sole / First Holder (Mr./Ms.)		
Second Holder (Mr./Ms.)		
Third Holder (Mr./Ms.)		

\* Signature of two witness(es), along with name and address are required, if the account holder affixes thumb impression, instead of wet signature.

## **Rights, Entitlement and Obligation of the investor and nominee:**

- If you are opening a new demat account / MF folios, you have to provide nomination. Otherwise, you have to follow procedure as per 3.10 of this circular.
- You can make nomination or change nominee any number of times without any restriction.
- You are entitled to receive acknowledgement from the AMC / DP for each instance of providing or changing nomination.
- Upon demise of the investor, the nominees shall have the option to either continue as joint holders with other nominees or for each nominee(s) to open separate single account / folio.
- In case all your nominees do not claim the assets from the AMC / DP, then the residual unclaimed asset shall continue to be with the AMC in case of MF units and with the concerned Depository in case of Demat account.
- You have the option to designate any one of your nominees to operate your account / folio, in case of your physical incapacitation. This mandate can be changed any time you choose.
- The signatories for this nomination form in joint folios / account, shall be the same as that of your joint MF folio / demat account. i.e.
  - 'Either or Survivor' Folios / Accounts - any one of the holder can sign
  - 'Jointly' Folios / Accounts - both holders have to sign

## **Transmission aspects**

- AMCs / DPs shall transmit the folio / account to the nominee(s) upon receipt of 1) copy of death certificate and 2) completion / updation of KYC of the nominee(s). The nominee is not required to provide affidavits, indemnities, undertakings, attestations or notarization.
- Nominee(s) shall extend all possible co-operation to transfer the assets to the legal heir(s) of the deceased investor. In this regard, no dispute shall lie against the AMC / DP.
- In case of multiple nominees, the assets shall be distributed pro-rata to the surviving nominees, as illustrated below.

% share as specified by investor at the time of nomination		% assets to be apportioned to surviving nominees upon demise of investor and nominee 'A'			
Nominee	% share	Nominee	% initial share	% of A's share to be apportioned	Total % share
A	60%	A	0	0	0
B	30%	B	30%	45%	75%
C	10%	C	10%	15%	25%
<b>Total</b>	<b>100%</b>	-	<b>40%</b>	<b>60%</b>	<b>100%</b>

## ADDITIONAL DETAILS TO OPEN DEMAT ACCOUNT

DP Internal Reference No.:										Application No.										Date:									
DP ID:	1	2	0	7	4	4	0	0	0	BO ID:																			

### ACCOUNT TYPE

Status	Sub-Status
Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Director <input type="checkbox"/> Minor <input type="checkbox"/> Individual Director's Relative <input type="checkbox"/> Individual Promoter <input type="checkbox"/> Individual HUF / AOP <input type="checkbox"/> Individual Margin Trading A/c (MANTRA) <input type="checkbox"/> Other _____
NRI	<input type="checkbox"/> NRI Repatriable <input type="checkbox"/> NRI Non-Repatriable <input type="checkbox"/> NRI Repatriable Promoter <input type="checkbox"/> NRI Non Repatriable Promoter <input type="checkbox"/> NRI Depository Receipts <input type="checkbox"/> Other (Please Specify _____)
Foreign National	<input type="checkbox"/> Foreign National <input type="checkbox"/> Foreign National - Depository Receipts <input type="checkbox"/> Other (Please Specify _____)

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

Sole/First Holder Name:																															
PAN																				Aadhaar	X	X	X	X	X	X	X				
UCC:										Exchange Name & ID:																					

Second Holder Name:																															
PAN																				Aadhaar	X	X	X	X	X	X	X				

Third Holder Name:																															
PAN																				Aadhaar	X	X	X	X	X	X	X				

Name*:																			
*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.																			

### DETAILS OF GUARDIAN (IN CASE THE ACCOUNT HOLDER IS MINOR)

Guardian's Name:																													
PAN																				Relation									

### OPTION FOR ISSUE OF DIS BOOKLET:

I/We hereby state that:

☐ **Option 1** – I/We request you to issue Delivery Instruction Slip (DIS) booklet to me/us immediately on opening my/our demat a/c though I/We have issued a Power of Attorney (POA) / DDPI in favour of/with Pinnacle Forex & Securities Private Limited for executing delivery instruction for settling stock exchanges trades (settlement related transactions) effected through such clearing member.

☐ **Option 2** – I/We do not require the Delivery Instruction Slip (DIS) booklet for the time being, since I/We have issued a POA/DDPI in favour of/with Pinnacle Forex & Securities Private Limited for executing delivery instruction for settling stock exchanges trades (settlement related transactions) effected through such clearing member. However, the DIS booklet should be issued to me/us immediately on my/our request at any later date.

## DP FACILITIES

Account Statement Requirement: <input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> As per SEBI rules	
I/We would like to receive the Annual Report: <input type="checkbox"/> Physical <input type="checkbox"/> Electronic <input type="checkbox"/> Both (Physical & Electronic) (If not marked, the default option would be 'Physical')	
I/We request you to send Electronic Transaction cum Holding statement at the email	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We instruct the DP to receive each & every credit in my/our account (Automatic Credit) (If not marked, the default option would be 'Yes')	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We 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
I/We instruct the DP to receive dividend/interest directly into my bank a/c given through ECS (If not marked, the default option would be 'Yes') (ECS is mandatory for location notified by SEBI)	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We instruct the DP to register for easi on www.cdslindia.com (EASI allows a BO to view his ISIN balances, transactions and value of the portfolio online)	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We instruct the DP to register for SMS alert facility on my mobile number [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)	<input type="checkbox"/> Yes <input type="checkbox"/> No
I/We instruct the DP to share the email id with RTA	<input type="checkbox"/> Yes <input type="checkbox"/> No




**Basic Services Demat A/c Confirmation:** ☐ I do not wish to opt for BSDA ☐ I wish to opt for BSDA ☐ Opted Out

**Mode of operation for execution of transactions (Transfer, Pledge & Freeze):** ☐ Jointly ☐ Anyone of the Holder

<b>Consent for Communication to be received by first account holder/ all Account holder:</b> (Tick the applicable box. If not marked the default option would be first holder)		
<input type="checkbox"/> First Holder	<input type="checkbox"/> All Holder	<b>Email ID</b>
	<input type="checkbox"/> Second Holder	
	<input type="checkbox"/> Third Holder	

## DECLARATION:

I/We have received and read the copy of rights & obligation document 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 agree and undertake to intimate the DP any change(s) in the details/particulars mentioned by me/us in this form. 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.

Name (s) of Holder (s)	Signature
Sole/First Holder:	
Second Holder:	
Third Holder:	



## **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) Ltd a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Flr, P.J. Towers, Dalal Street, Fort, Mumbai 400001 & 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 accountholders 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. 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).

BO ID	1	2	0	7	4	4	0	0								
Sole/First Holder's Name:																
Second Holder's Name:																
Third Holder's Name:																

Mobile Number on which messages are to be sent:

+91												
-----	--	--	--	--	--	--	--	--	--	--	--	--

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)

 _____ (Signature of 1 <sup>st</sup> Holder)	 _____ (Signature of 2 <sup>nd</sup> Holder)	 _____ (Signature of 3 <sup>rd</sup> Holder)
---	---	---

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

Place: \_\_\_\_\_

**BROKERAGE DETAILS:**

Exchange / Segment	Intraday Trading		Delivery / Position	Minimum Brokerage
	First Leg	Second Leg		
Equity Cash	%	%	%	
Equity Futures	%	%	%	
Equity Options				
Currency Futures	%	%	%	
Currency Options				
MCX Future	%	%	%	
MCX Options				
NCDEX Future	%	%	%	
NCDEX Options				
Other Terms & Conditions (if any):				

**Note:**

1. Minimum brokerage Rs.15 is charged per settlement per segment, if the calculated brokerage is less than Rs.15. In case of unit price of securities of Rs. 10/- or less, then brokerage of Rs. 0.07 per share will be levied. However the brokerage will not exceed the maximum rates prescribed by SEBI / Exchange.
2. Duplicate physical Contract Notes issued will be charged at Rs.10 per contract note.
3. All Statutory and Regulatory charges will be levied as per exchange, SEBI, and depository circulars published from time to time.
4. KYC Registration Agency (CKYC & KRA) charges will be levied as applicable from time to time.
5. One time account opening charges are Rs.750/-, Account opening charges will be waived off if margin cheque of Rs.25000/- or more submitted at the time of account opening.

**DECLARATION:**

1. I/we hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case of any of the above information is found to be false or untrue or misleading or misrepresenting, I /we am/are aware that I/we may be held liable for it.
2. I/we confirm having read, received, explained and understood the contents of policies and procedures, terms & conditions governing Stock Broker, terms & conditions applicable for Margin Trading, Risk Disclosure Documents & Do's & Don't's for trading on the Exchanges, Rights and Obligations applicable for Stock Brokers, Clients, Rights and Obligations applicable for Margin Trading Facility as well as Rights and Obligations applicable for the Beneficial Owner & Depository Participants & the tariff sheet, as available on the website on the company. I/We am/are further aware that a copy of Terms & Conditions governing Stock Broker, Risk Disclosure Document, Policies and Procedures, Do's & Don't's for trading on the Exchanges and Rights and Obligations applicable for Stock Brokers, Authorized Persons & Clients, Rights and Obligations of Stock Brokers & Clients for Margin Trading Facility as well as Rights and Obligations applicable for the Beneficial Owner & Depository Participants will be received by me/us in electronic form on the email ID provided by me / us in the KYC Document.

3. I/we have read and agree to be bound by the Rules, Regulations, bye laws, circulars and guidelines issued by SEBI, Exchanges, Stock Broker, Depository and Depository Participant pertaining to my/our trading and demat account, as are in force from time to time.
4. I hereby consent to receiving information from Central KYC Registry/CVL KRA through SMS/Email on the above registered number/email address.
5. I am also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I hereby consent to sharing my masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

Place: \_\_\_\_\_

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

**x**

10

#### FOR OFFICE USE ONLY:

**UCC Code allotted to the Client:** \_\_\_\_\_

	Documents verified with original	Client Interviewed By	In-Person Verification done by
Employee/AP Name			
Employee Code			
Designation			
Date			
Signature			

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 terms and conditions and handed over a copy of the same. 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', Terms and Conditions and RDD would be made available on my/ our website, if any, for the information of the clients.

#### FOR PINNACLE FOREX & SECURITIES PVT. LTD.

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



#### AUTHORISED SIGNATORY / DIRECTOR

(Signature with Seal & Stamp of the stock broker)

Place: \_\_\_\_\_

## Details of Charges other than Brokerage – Exchange wise & Segment wise

BSE - Equity Cash	Intraday Buy Side		Intraday Sell Side		Delivery Trade	
	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	0.00375	375.00	0.00375	375.00	0.00375	375.00
18% GST on Transaction Charges	0.000675	67.50	0.000675	67.50	0.000675	67.50
SEBI Turnover Fees	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80
Securities Transaction Tax (STT)	-	-	0.025	2500.00	0.1	10000.00
Stamp Charges	0.003	300.00	-	-	0.015	1500.00
<b>Total</b>	<b>0.007543</b>	<b>754.30</b>	<b>0.029543</b>	<b>2954.30</b>	<b>0.119543</b>	<b>11954.30</b>

NSE - Equity Cash	Intraday Buy Side		Intraday Sell Side		Delivery Trade	
	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	0.00297	297.00	0.00297	297.00	0.00297	297.00
18% GST on Transaction Charges	0.0005346	53.46	0.0005346	53.46	0.0005346	53.46
SEBI Turnover Fees	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80
Securities Transaction Tax (STT)	-	-	0.025	2500.00	0.1	10000.00
Stamp Charges	0.003	300.00	-	-	0.015	1500.00
<b>Total</b>	<b>0.0066226</b>	<b>662.26</b>	<b>0.0286226</b>	<b>2862.26</b>	<b>0.1186226</b>	<b>11862.26</b>

BSE - Equity Derivatives	Futures Buy Side		Futures Sell Side		Options Buy Side (On Premium Only)		Options Sell Side (On Premium Only)	
	%	Per Crore	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	-	-	-	-	0.0325	3250.00	0.0325	3250.00
18% GST on Transaction Charges	-	-	-	-	0.00585	585.00	0.00585	585.00
SEBI Turnover Fees	0.0001	10.00	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80	0.000018	1.80
Securities Transaction Tax (STT)*	-	-	0.02	2000.00	-	-	0.1	10000.00
Stamp Charges	0.002	200.00	-	-	0.003	300.00	-	-
<b>Total</b>	<b>0.002118</b>	<b>211.80</b>	<b>0.020118</b>	<b>2011.80</b>	<b>0.041468</b>	<b>4146.80</b>	<b>0.138468</b>	<b>13846.80</b>

NSE - Equity Derivatives	Futures Buy Side		Futures Sell Side		Options Buy Side (On Premium Only)		Options Sell Side (On Premium Only)	
	%	Per Crore	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	0.00173	173.00	0.00173	173.00	0.03503	3503.00	0.03503	3503.00
18% GST on Transaction Charges	0.0003114	31.14	0.0003114	31.14	0.0063054	630.54	0.0063054	630.54
SEBI Turnover Fees	0.0001	10.00	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80	0.000018	1.80
Securities Transaction Tax (STT)*	-	-	0.02	2000.00	-	-	0.1	10000.00
Stamp Charges	0.002	200.00	-	-	0.003	300.00	-	-
<b>Total</b>	<b>0.0041594</b>	<b>415.94</b>	<b>0.0221594</b>	<b>2215.94</b>	<b>0.0444534</b>	<b>4445.34</b>	<b>0.1414534</b>	<b>14145.34</b>

\* In case of Exercised Options, the STT is Rs. 12500 per Crore on the Future Converted Value, and NOT on the Option Premium

NSE - Currency Derivatives	Futures Trading				Options Buy Side (On Premium)		Options Sell Side (On Premium)	
	%	Per Crore	%	Per Crore	%	Per Crore	%	Per Crore
<b>Transaction Charges</b>	0.00035	35.00	0.00035	35.00	0.0311	3110.00	0.0311	3110.00
18% GST on Transaction Charges	0.000063	6.30	0.000063	6.30	0.005598	559.80	0.005598	559.80
<b>Clearing Charges #</b>	0.0003	30.00	0.0003	30.00	0.025	2500.00	0.025	2500.00
18% GST on Clearing Charges	0.000054	5.40	0.000054	5.40	0.0045	450.00	0.0045	450.00
<b>SEBI Turnover Fees</b>	0.0001	10.00	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80	0.000018	1.80
<b>Stamp Charges</b>	0.0001	10.00	-	-	0.0001	10.00	-	-
<b>Total</b>	<b>0.000985</b>	<b>98.50</b>	<b>0.000885</b>	<b>88.50</b>	<b>0.066416</b>	<b>6641.60</b>	<b>0.066316</b>	<b>6631.60</b>

MCX – Commodity	Commodities Future Trading				Commodities Options Trading			
	Buy Side		Sell Side		Buy Side		Sell Side	
	%	Per Crore	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	0.0021	210.00	0.0021	210.00	0.0418	4180.00	0.0418	4180.00
18% GST on Transaction Charges	0.000378	37.80	0.000378	37.80	0.007524	752.40	0.007524	752.40
SEBI Turnover Fees	0.0001	10.00	0.0001	10.00	0.0001	10.00	0.0001	10.00
18% GST on SEBI Turnover Fees	0.000018	1.80	0.000018	1.80	0.000018	1.80	0.000018	1.80
Commodities Transaction Tax (CTT)	-	-	0.01	1000.00	-	-	0.01	1000.00
Stamp Charges	0.002	200.00	-	-	0.002	200.00	-	-
<b>Total</b>	<b>0.004596</b>	<b>459.60</b>	<b>0.012596</b>	<b>1259.60</b>	<b>0.051442</b>	<b>5144.20</b>	<b>0.059442</b>	<b>5944.20</b>

NCDEX -Commodity	Commodities Future Trading				Commodities Options Trading			
	Buy Side		Sell Side		Buy Side		Sell Side	
	%	Per Crore	%	Per Crore	%	Per Crore	%	Per Crore
Transaction Charges	0.0058	580.00	0.0058	580.00	0.03	3000.00	0.03	3000.00
18% GST on Transaction Charges	0.001044	104.40	0.001044	104.40	0.0054	540.00	0.0054	540.00
SEBI Turnover Fees	0.00001	1.00	0.00001	1.00	0.00001	1.00	0.00001	1.00
18% GST on SEBI Turnover Fees	0.0000018	0.18	0.0000018	0.18	0.0000018	0.18	0.0000018	0.18
Commodities Transaction Tax (CTT)	-	-	0.01	1000.00	-	-	0.01	1000.00
Stamp Charges	0.002	200.00	-	-	0.002	200.00	-	-
<b>Total</b>	<b>0.0088558</b>	<b>885.58</b>	<b>0.016856</b>	<b>1685.58</b>	<b>0.0374118</b>	<b>3741.18</b>	<b>0.0454118</b>	<b>4541.18</b>

**Note 1:** For more clarification on Transaction Charges in scrips in the different groups in Cash and F&O segment of BSE, please visit [www.bseindia.com](http://www.bseindia.com) > Members > Transaction Fees.

**Note 2:** Clearing charges Rs.0.02 per trade plus GST will be charge in BSE Equity segment.

**Note 3:** Risk Management Fee Rs.5 per Lakh (plus GST) on the value of every fresh overnight open interest position created in the contracts as specified by NCDEX.

**Note 4:** Transaction charges applicable on Options on Guar Seed Futures Contracts will be at a flat rate of Rs. 15 per lakh of Premium Value till further notice from the NCDEX.

**Note 5:** For details clarification on Securities/Commodities in different groups, please visit relevant circulars of exchanges from time to time.

**Note 6:** Stamp charges are applicable only on buy side.

**Note 6:** Investor Protection Fund Trust (IPFT) will be charge only in NSE as per below

- Equity and Futures - ₹10 per crore + GST of the traded value.
- Options - ₹50 per crore + GST traded value (premium value).
- Currency - ₹0.05 per lakh + GST of turnover for Futures and ₹2 per lakh + GST of premium for Options.

**All charges are subject to change as per regulatory authorities from time to time.**

**TARIFF FOR DEPOSITORY SERVICES THROUGH CDSL:**

Service / Scheme	BSDA (Basic Services Demat A/c)	Pinnacle Silver	Pinnacle Gold	Pinnacle Diamond	Pinnacle Platinum
Account Opening Charges	Nil	Nil	Nil	Nil	Nil
Annual Maintenance Charges (Individual) (Excluding GST)	Nil	Rs.300	Rs.500	Rs.999 (One Time Charge)	Rs.2000 (Rs.300 from 2 <sup>nd</sup> year)
Annual Maintenance Charges (Non-Individual) (Excluding GST)	N.A.	Rs.600	Rs.1000	Rs.1998 (One Time Charge)	Rs.4000 (Rs.600 from 2 <sup>nd</sup> year)
Debit Transaction (on-market)	Rs.20/ISIN	Rs.20/ISIN	Rs.15/ISIN	Rs.20/ISIN	Nil
Pledge Creation / Pledge Approval / Pledge Closure / Un-pledge / Invocation	0.04% of Transaction Value or Rs.100 whichever is higher				
Failed / Rejected Transactions	Rs.50 / Transaction				
Dematerialization	Rs.100 Per Certificate (inclusive of Postal Charges)				
Rematerialization	CDSL Charges at actuals + Rs.50 postal charges				
Freeze / Unfreeze	Waived Off				
Charges for Margin Pledge/Margin Unpledge	Rs.10/- (Per ISIN, Per Request)				
Charges for Margin Re-pledge / Margin Unpledge Re-pledge	Nil				

Tick Applicable Scheme:

☐ BSDA    ☐ Pinnacle Silver    ☐ Pinnacle Gold    ☐ Pinnacle Platinum    ☐ Pinnacle Diamond

(If holding valuation in BSDA account goes above Rs.10,00,000/-, it will be converted to the scheme selected. In case not ticked, Pinnacle Silver will be taken as default)

**Terms & Conditions specific to Basic Service Demat Account (BSDA):**

- Single individuals proposing to have only one demat account as sole holder are eligible for this scheme.
- Transaction Statement will be sent quarterly provided there is a transaction/holding in the account.
- In case of no transaction/no holding, one physical holding statement will be provided annually.
- Additional physical statements (2 statements will be provided free of cost) in the billing cycle (Quarter) will be charged at Rs.20/- per statement.

**General Terms & Conditions related to Demat Account:**

- In case of every Corporate Account, CDSL AMC of Rs.500/- shall be charged extra.
- In the above mentioned schemes, customers will be sent statement of transaction on their email id mentioned in the account opening form.
- Any request for additional physical statement will be charged at Rs.20 per dispatch.
- GST will be charged on the amount given above unless mentioned otherwise.
- Charges are inclusive of CDSL charges and GST on CDSL charges
- Any erroneous transfer reversal is charged at Rs.100 per transaction by CDSL.
- Charges mentioned herein are subject to revision at the sole discretion of Pinnacle Forex & Securities Private Limited and will be intimated to the client in advance.
- All market instructions for transfer must be received latest by 4.00 p.m. on the previous working day prior to the pay in day as per SEBI guidelines. All off market instructions for transfer must be received at least 1 day before the execution date. Late instructions would be accepted at the account holders sole risk and responsibility and on the best effort basis.




  (Signature of 1 <sup>st</sup> Holder)	  (Signature of 2 <sup>nd</sup> Holder)	  (Signature of 3 <sup>rd</sup> Holder)
--	--	--

# CONFIRMATION UNDER THE FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA) & COMMON REPORTING STANDARDS (CRS) – INDIVIDUAL ACCOUNT

(Mandatory for all investors including joint holders of demat account & Minor's Guardian)

Particulars	First / Sole Holder or Guardian (in case of Minor)	Second Holder	Third Holder
Are you resident of a country / territory outside India ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Place & City of Birth			
Country of Birth			
Name of Spouse			
Are you a Resident or Citizen of the United States ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have a US telephone number in the capacity of a resident / citizen of US ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you hold any residence / mailing address / C/o addresses / hold-mail address / PO Box address in the US ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does your POA holder hold US residence / citizenship ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you pay tax in the US ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you hold an Identification Number or any identification that indicates US residence / citizenship ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you a tax resident of any other country than India ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
[If above answer is 'Yes', please provide below details of country / ies in which you are a resident for tax purposes (including US)]			
Country**			
Foreign Address**			
Address Type** (R - Residential, B - Business)	<input type="checkbox"/> R <input type="checkbox"/> B	<input type="checkbox"/> R <input type="checkbox"/> B	<input type="checkbox"/> R <input type="checkbox"/> B
Tax Identification Number** (if no TIN, kindly provide its functional equivalent)	<input type="checkbox"/> Both	<input type="checkbox"/> Both	<input type="checkbox"/> Both
Identification Type**			

I/We have understood the information requirement of this form (read along with the FATCA-CRS instructions) and hereby confirm that the information provided by me/us in this form is true, correct & complete. I/We also confirm that I/We have read & understood this FATCA-CRS terms & conditions and hereby accept the same.

Names			
Signature			

\*\* In case of being tax resident of more than one country, please attach separate annexure in same format duly signed by the applicant.

## FATCA-CRS Terms & Conditions:

Towards compliance with tax information sharing laws, such as FATCA & CRS, we would be required to seek additional personal tax & beneficial owner information & certain certifications & documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if we do not receive self-declaration from you), we may be obliged to share information on your account with relevant tax authorities. If you have any questions about your tax residency, please contact your tax advisor. Should there be any change in any information provided by you, please ensure to inform us within 30 days of such change.

Towards compliance with such laws, we may also be required to provide information to any institution such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto, as may be required by domestic or overseas regulators / tax authorities, we may also be constrained to withhold & pay out sums from your account or close or suspend your account(s).

## FATCA-CRS Instructions:

If you are a US citizen or resident or green-card holder, please include United States in the foreign country information field along with your US tax identification number. The provisions of FATCA are contained in the US Hire Act 2010. It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identification numbers. If no TIN is yet available or has not yet been issued, please provide an explanation & attach to this form.



## **RIGHTS AND OBLIGATIONS OF STOCK 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, 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 Exchange/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 acceptance 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 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 securities/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, 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.

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) / Promoters / Partners(s) / Proprietor as the case may be, shall also be communicated by the Stock Broker to the relevant exchanges.

## **DISPUTE RESOLUTION**

20. The Stock Broker shall provide the client with the relevant contact details of the concerned exchanges and SEBI.

21. 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.

22. The client and the Stock Broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to conciliation / 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.

23. The Stock Broker shall ensure faster settlement of any dispute through conciliation / arbitration proceedings arising out of the transactions entered into between him vis-a-vis the client and he shall be liable to implement the conciliation report / settlement agreement / arbitration awards made in such proceedings.

24. 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**

25. 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.

26. The Stock 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**

27. 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 to 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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

33. 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.

34. 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)**

35. 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.

36. The Stock Broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non- tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

37. 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.

38. 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.

39. 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 either a physical contract note to the client or an ECN through electronic instant messaging services within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

40. 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**

41. In addition to the specific rights set out in this document, the stock 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.

42. 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.

43. The stock broker and the client shall abide by conciliation report/settlement agreement/arbitration award passed by the conciliator/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.

44. 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.

45. 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.

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

## **RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT** (as prescribed by SEBI and Depositories)

### **General Clause**

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

### **Beneficial Owner information**

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

### **Fees/Charges/Tariff**

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

### **Dematerialization**

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

### **Separate Accounts**

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

## **Transfer of Securities**

11. The DP shall effect transfer to and from the demat accounts of the Beneficial Owner only on the basis of an order, instruction, direction or mandate duly authorized by the Beneficial Owner and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The Beneficial Owner reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

## **Statement of account**

13. The DP shall provide statements of accounts to the beneficial owner in such form and manner and at such time as agreed with the Beneficial Owner and as specified by SEBI/depository in this regard.

14. However, if there is no transaction in the demat account, or if the balance has become Nil during the year, the DP shall send one physical statement of holding annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account.

15. The DP may provide the services of issuing the statement of demat accounts in an electronic mode if the Beneficial Owner so desires. The DP will furnish to the Beneficial Owner the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

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

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

17. The DP shall have the right to close the demat account of the Beneficial Owner, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the Beneficial Owner as well as to the Depository. Similarly, the Beneficial Owner shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the Beneficial Owner shall specify whether the balances in their demat account should be transferred to another demat account of the Beneficial Owner held with another DP or to rematerialize the security balances held.

18. Based on the instructions of the Beneficial Owner, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of thirty days as per procedure specified from time to time by the depository. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the Beneficial Owner or the DP and shall continue to bind the parties to their satisfactory completion.

## **Default in payment of charges**

19. In event of Beneficial Owner committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the Beneficial Owner, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

20. In case the Beneficial Owner has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the Beneficial Owner shall have the right to stop processing of instructions of the Beneficial Owner till such time he makes the payment along with interest, if any.

## **Liability of the Depository**

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

21.1 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.

21.2 Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

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

22. The Beneficial Owner may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions.

23. The DP or the Depository shall have the right to freeze/defreeze the accounts of the Beneficial Owners on receipt of instructions received from any regulator or court or any statutory authority.

### **Redressal of Investor grievance**

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

### **Authorized representative**

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

### **Law and Jurisdiction**

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

27. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Bye-laws of the relevant Depository, where the Beneficial Owner maintains his/ her account, that may be in force from time to time.

28. The Beneficial Owner and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the Beneficial Owner.

29. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and /or SEBI

30. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

31. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the Beneficial Owner maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.



## **RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS**

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

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

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

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

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

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

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

### **1. BASIC RISKS:**

#### **1.1 Risk of Higher Volatility:**

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

#### **1.2 Risk of Lower Liquidity:**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.7 System Risk:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2.3 Risk of Option holders:**

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

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

### **2.4 Risks of Option Writers:**

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

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

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

### **3. Trading Through Wireless Technology/ Smart Order Routing Or Any Other Technology:**

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

### **4. General**

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

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

## **GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS**

### **BEFORE YOU BEGIN TO TRADE**

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges [www.bseindia.com](http://www.bseindia.com), [www.nseindia.com](http://www.nseindia.com), [www.mcxindia.com](http://www.mcxindia.com), [www.ncdex.com](http://www.ncdex.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 between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

### **TRANSACTIONS AND SETTLEMENTS**

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

c) - On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.

d) - You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

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

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

#### **IN CASE OF TERMINATION OF TRADING MEMBERSHIP**

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

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 Byelaws 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 concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

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

## **DEMAT ACCOUNT RELATED DO'S & DON'TS**

### **DO'S**

1. Register for CDSL's internet based facility 'easi' to monitor your demat account yourself. Contact your DP for details.
2. Register for CDSL's SMS Alert facility - SMART and obtain alerts for any debits or credits due to a corporate action, in your demat account.
3. Accept the DIS book from your DP only if each slip has been pre-printed with a serial number along with your demat account number and keep it in safe custody.
4. Always mention the details like ISIN, number of securities accurately. In case of any queries, please contact your DP or broker.
5. Ensure that all demat account holder(s) sign on the DIS.
6. Please strike out the any blank space on the slip.
7. Cancellations or corrections on the DIS should be initialed or signed by all the account holder(s).
8. Submit the DIS ahead of the delivery date for all type of market transactions. DIS can be issued with a future execution date.
9. Intimate any change of address or change in bank account details to your DP immediately.
10. Check the investor service record of the issuer company with your DP before deciding to send certificates for demat. The list of companies whose demat request are pending is published at [www.cdslindia.com](http://www.cdslindia.com).
11. Before sending securities for demat, record the distinctive numbers of the securities sent.
12. Before granting Power of Attorney(PoA) to anyone, to operate your demat account, carefully examine the scope & implications of powers being granted.
13. PoA is not mandatory for opening a demat account.
14. The demat account has a nomination facility and it is advisable to appoint a nominee, in case of sole account holders.
15. Ensure that, both, your holding and transaction statements are received periodically as instructed to your DP. You are entitled to receive a transaction statement every month if you have any transactions and once a quarter if there have been no transactions in your account.
16. Check your demat account statement on receipt. In case you notice any unauthorized debits or credits, contact your DP for clarification. If not resolved, you may contact CDSL Investor Grievance Dept., Mr. Durgesh Gurav, Central Depository Services (India) Ltd., Marathon Futurex, A Wing, 25th floor, Mafatlal Mills Compound N M Joshi Marg , Lower Parel ( E) Mumbai - 400013 , Phone :022 2305-8658 email- [complaints@cdslindia.com](mailto:complaints@cdslindia.com)

### **DON'TS**

1. Do not leave your instruction slip book with anyone else.
2. Do not sign blank DIS as it is equivalent to a bearer cheque.
3. Avoid over-writing, cancellations, misspellings, changing of the name and quantity of securities.

We request you to meticulously follow the above instructions, to avoid any problem in operation of your demat account.

## **RISK DISCLOSURE DOCUMENT (COMMODITY)**

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), 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 the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client 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 commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange 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 member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment 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, you should be aware of or must get acquainted with the following:-

### **1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.**

#### **i. Risk of Higher Volatility**

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

#### **ii. Risk of Lower Liquidity**

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

b. - Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.



### **iii. Risk of Wider Spreads**

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

### **iv. Risk-reducing orders**

a. - Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such 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.

b. - 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 commodity derivatives contract.

c. - A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.

d. - A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the 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 contract approaches 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 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.

### **v. Risk of News Announcements**

a. - Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements 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 commodity/ commodity derivatives contract.

### **vi. Risk of Rumours**

a. - Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

### **vii. System Risk**

a. - 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.

b. - 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 execution of order and its confirmation.

c. - 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

### **viii. System/ Network Congestion**

a. - Trading on the Exchange is in electronic mode, based on satellite/ leased line 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 the control of 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 Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-**

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

a. - The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.

b. - Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.

- c. - If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. - Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.
- e. - Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. - You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **3. Trading Through Wireless Technology Or Any Other Technology:**

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

### **4. General**

- i. - Deposited cash and property: You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye- laws and Business Rules of the Exchange.
- ii. - Commission and other charges: Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.
- iii. - For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3
- iv. - The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.
- v. - The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration certificate from SEBI.

### **Additional Risk Disclosure documents for Options Trading**

#### **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.

#### **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.

## **RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**

**(As prescribed by SEBI AND Commodity Exchanges)**

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges SEBI and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules 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 himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member 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 Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of professional diligence
  - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
  - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-
    - i. - honest market practice;
    - ii. - the principle of good faith;
    - iii. - level of knowledge, experience and expertise of the Client;
    - iv. - the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
    - v. - the extent of dependence of the Client on the Member.
- \*Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

### **CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
  9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
  10. The client shall immediately notify the Member 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 Member on a periodic basis.
  11. A. Protection from unfair terms in financial contracts\*\*
    - a. An unfair term of a non-negotiated contract will be void.
    - b. A term is unfair if it –
      - i. - causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
      - ii. - is not reasonably necessary to protect the legitimate interests of the Member.
    - c. The factors to be taken into account while determining whether a term is unfair, include –
      - i. - the nature of the financial product or financial service dealt with under the financial contract;
      - ii. - the extent of transparency of the term;
- \*\*contracts offered by commodity exchanges

- iii. - the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
  - iv. - the financial contract as a whole and the terms of any other contract on which it is dependent.
- d.A term is transparent if it –
- i. - is expressed in reasonably plain language that is likely to be understood by the Client;
  - ii.- is legible and presented clearly; and
  - iii.- is readily available to the Client affected by the term.

e.If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

#### 11.B.

a.-“Non-negotiated contract” means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –

i.a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and

ii.a standard form contract.

b.-“Standard form contract” means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.

c.-Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by –

i.an overall and substantial assessment of the financial contract; and

ii.the substantial circumstances surrounding the financial contract

d.-In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

#### 11.C.

a.-The above does not apply to a term of a financial contract if it –

i.defines the subject matter of the financial contract;

ii.sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or

iii.is required, or expressly permitted, under any law or regulations.

b.-The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non- occurrence of any particular event.

12.The Member and Authorized Person 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 Member may so disclose information about his client to any person or authority with the express permission of the client.

#### 13.A. Protection of personal information and confidentiality

a.“Personal information” means any information that relates to a Client or allows a Client’s identity to be inferred, directly or indirectly, and includes –

i.-name and contact information;

ii.-biometric information, in case of individuals

iii.-information relating to transactions in, or holdings of, financial products

iv.-information relating to the use of financial services; or

v.-such other information as may be specified.

#### 13.B.

a.A Member must –

i.-not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;

ii.-maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;

iii.-make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;

iv.-ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and

v.-allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

- b.A Member may disclose personal information relating to a Client to a third party only if –
- i.-it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
  - ii.-the Client has directed the disclosure to be made;
  - iii.-the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
  - iv.-the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
  - v.-the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
    - 1.informs the Client in advance that the personal information may be shared with a third party; and
    - 2.makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
  - vi.-the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
- c.“Third party” means any person other than the concerned Member, including a person belonging to the same group as the Member.

#### 14.A.

Requirement of fair disclosure both initially and on continuing basis

- a.Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b.In order to constitute fair disclosure, the information must be provided –
- i.-sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
  - ii.-in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
  - iii.-in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c.The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
- i.-main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
  - ii.-consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - iii.-existence, exclusion or effect of any term in the financial product or financial contract;
  - iv.-nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
  - v.-contact details of the Member and the methods of communication to be used between the Member and the Client;
  - vi.-rights of the Client to rescind a financial contract within a specified period; or
  - vii.-rights of the Client under any law or regulations.

#### 14.B.

- a.Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
- i.-any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
  - ii.-information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii.-any other information that may be specified.

b.A continuing disclosure must be made –

- i.-within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
- ii.-in writing and in a manner that is likely to be understood by a Client belonging to that category.

### MARGINS

15.The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

16.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**

17.The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

18.The Member 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 commodity exchange where the trade is executed.

19.The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.

20.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, Member shall be entitled to cancel the respective contract(s) with client(s).

21.The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules 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 Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

## **BROKERAGE**

22.The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of SEBI.

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

23.Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member 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.

24.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 commodities which the client has ordered to be bought or sold, Member 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/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

## **DISPUTE RESOLUTION**

25.The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.

26.The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

27.The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.

28.Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients  
a.-A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.

b.-A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –

- i.the Client's right to seek redress for any complaints; and
- ii.the processes followed by the Member to receive and redress complaints from its Clients.

#### 29.A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

a.-A Member must –

- i.make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
- ii.ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.

b.-If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.

c.-If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –

- i.must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
- ii.may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

#### 30.Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client interests.

a.-A member must –

- i.provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

ii.give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –

1.its own interests and the interests of the Client; or

2.the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

b.-The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.

c.-In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

### **TERMINATION OF RELATIONSHIP**

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

32.The Member, Authorized Person 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.

33.In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

### **ADDITIONAL RIGHTS AND OBLIGATIONS**

34.The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

35. The Member shall issue a contract note to his clients 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 Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on 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.

37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities 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 Member (Stock broker).

38. The Member shall send margin statements to the clients on daily basis. 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, warehouse receipts, securities etc.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member 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.

40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

41.A. Protection from unfair conduct which includes misleading conduct & abusive conduct

a. Unfair conduct in relation to financial products or financial services is prohibited.

b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –

i.-misleading conduct under point 41.B

ii.-abusive conduct under point 41.C

iii.-such other conduct as may be specified.

41.B.

a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –

i.-providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or

ii.-providing accurate information to the Client in a manner that is deceptive.

b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –

i.-the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;

ii.-the Client's need for a particular financial product or financial service or its suitability for the Client;

iii.-the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

iv.-the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;

v.-the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and

vi.-the rights of the Client under any law or regulations.

41.C.

a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –

i.-involves the use of coercion or undue influence; and

ii.-causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.

b. In determining whether a conduct uses coercion or undue influence, the following must be considered –

i.-the timing, location, nature or persistence of the conduct;



- ii.-the use of threatening or abusive language or behaviour;
- iii.-the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
- iv.-any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –
- v.-the right to terminate the financial contract;
- vi.-the right to switch to another financial product or another Member and
- vii.-a threat to take any action, depending on the circumstances in which the threat is made.

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

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member 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.

43. The Member 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.

44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.

45. The Member 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/circulars/guidelines issued by SEBI/Commodity 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 Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity 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 Member 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 rules/circulars/guidelines issued by SEBI/Commodity exchanges.

46. The Member 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 Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.

47. In addition to the e-mail communication of the ECNs to the client, the Member 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.

48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form in place of physical contract note. This declaration will remain valid till it is revoked by the client.

## **LAW AND JURISDICTION**

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

50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.

51. The Member 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, if either party is not satisfied with the arbitration award.

52. 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/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.

53. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/Business Rules/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.

54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity 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.

55. Members are required to send account statement to their clients every month in physical form.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS 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. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities 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 commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/ Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.

3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.

4. The Member shall make the client aware that the Member'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 Member'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/ commodities 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 Member.

6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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/ commodities 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 Member 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 Member shall send the order/trade confirmation on the device of the client.

9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

## **GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS (COMMODITY)**

### **Do's**

- 1.Trade only through Registered Members of the Exchange. Check from the Exchange website at following link [www.mcxindia.com/SitePages/MembersDetails.aspx](http://www.mcxindia.com/SitePages/MembersDetails.aspx), [www.ncdex.com/Membership/Memberdirectory.aspx](http://www.ncdex.com/Membership/Memberdirectory.aspx) Details to see whether the Member is registered with the Exchange.
- 2.Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
- 3.Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
- 4.Insist on reading and signing a standard 'Risk Disclosure Agreement'.
- 5.Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
- 6.Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link [www.mcxindia.com/SitePages/TradeVerification.aspx](http://www.mcxindia.com/SitePages/TradeVerification.aspx), [www.ncdex.com/marketdata/verifytrade.aspx](http://www.ncdex.com/marketdata/verifytrade.aspx) The trades can be verified online where trade information is available up to five working days from the trade date.
- 7.Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
- 8.Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
- 9.Obtain receipt for collaterals deposited with the Member towards margins.
- 10.Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
- 11.Ask all relevant questions and clear your doubts with your Member before transacting.
- 12.Insist on receiving the bills for every settlement.
- 13.Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
- 14.Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
- 15.Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
- 16.Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
- 17 Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
- 18.Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
- 19.Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
- 20.Understand and comply with accounting standards for derivatives.
- 21.Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
- 22.Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
- 23.Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
- 24.The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a)-Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b)-You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c)-In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d)-Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
- 25.You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
- 26.Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
- 27.In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

## Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange
15. Don't issue cheques in the name of Authorized Person.

## **PROCEDURE FOR FILING OF COMPLAINTS ON SCORES- EASY & QUICK**

Visit Score Website: **scores.gov.in**

- Register on SCORES portal
- Mandatory details for filing complaints on SCORES:
  1. Name
  2. PAN
  3. Address
  4. Mobile Number & Email ID
- Benefits:
  1. Effective communication
  2. Speedy redressal of the grievances

## **VOLUNTARY FREEZING/BLOCKING TRADING ACCOUNT**

Process for clients to freeze or block online access to their trading accounts as per SEBI Circular No. SEBI/HO/MIRSD/POD-1/P/CIR/2024/4 dated January 12, 2024 and circulars issued by exchanges from time to time.

How to Freeze or Block Account: Clients can request freezing or blocking of their trading account if they observe suspicious activity through the following channels:

1. Email: Send an email to [stoptrade@pinnacletrades.com](mailto:stoptrade@pinnacletrades.com)
2. Phone: Call 022-61006100, the customer support executive will verify the client's identity and may request additional information. Once verified, the executive will freeze the account.

Processing of Requests:

- Scenario 1 (During Trading Hours): Requests received during trading hours or up to 15 minutes before the start of trading will be processed within 15 minutes.
- Scenario 2 (After Trading Hours): Requests received after trading hours or within 15 minutes before the start of the next trading session will be processed before the start of the next trading session.

Acknowledgement and Actions:

- An acknowledgement of the freezing/blocking request will be sent to the client's registered email address.
- Details of any open positions will be provided.
- All pending orders will be cancelled.

How to Unfreeze or Unblock Account: To re-enable the trading account, clients must submit a request via their registered email address. Account reactivation may take up to 24 hours following due diligence by the Risk Management Team.

This process ensures that clients have control over their trading account security and can take prompt action in case of any suspicious activities. If you have any specific questions about this process, feel free to ask at [support@pinnacletrades.com](mailto:support@pinnacletrades.com) or 022-61006100

## **DECLARATION & UNDERTAKING ON NET OPEN POSITION LIMIT (Mandatory)**

To,  
Pinnacle Forex & Securities Pvt. Ltd.,  
Office No.A-1307, 02 Commercial Bldg.,  
Plot No.23-24, Mulund (W), Mumbai – 400 080.


Subject: My request for trading in commodity forward contracts/commodity derivatives on NCDEX/MCX as your client.

I/We, the undersigned, have taken cognizance of circular no. NCDEX/TRADING-114/2006/247 dated 28/09/2006 issued by the NCDEX and circular no. MCX/338/2006 dated 21/08/2006 issued by the MCX on the guidelines for Calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by NCDEX/MCX & SEBI and such position limits will be calculated in accordance with the contents of above stated circular of NCDEX/MCX as modified from time to time.

I/We undertake to inform you and keep you informed if I/any of our Partners/Directors/ Karta /Trustee or any of the partnership firms/companies/HUFs/trusts in which I or any of above such person is a Partner/Director/Karta/ Trustee, takes or holds any positions in any commodity forward contract/commodity derivatives on NCDEX/MCX through you or through any other member(s) of NCDEX/MCX to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX/MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on NCDEX/MCX only on the basis of our above assurance and undertaking.

Client Name: \_\_\_\_\_  13 \_\_\_\_\_

## **PROPRIETARY TRADING DECLARATION (Mandatory)**

As required under circular No. SEBI/HO/CDMRD/DMP/CIR/P/2016/49 dated 25th April, 2016 issued by the Securities and Exchange Board of India and with a view to increase transparency in the dealings between broker and the clients, we hereby disclose that in addition to client-based business, we are also doing proprietary trading i.e. Pinnacle Forex & Securities Pvt. Ltd. does the transactions in shares, securities and commodities on its own account.

**For Pinnacle Forex & Securities Pvt. Ltd.**



**Authorised Signatory/Director**

I/We have read the above disclosure and give my/our acceptance for the same.

Client Name: \_\_\_\_\_  14 \_\_\_\_\_

## **POLICY RELATING TO INACTIVE ACCOUNTS (Mandatory)**

Your trading account will become dormant / inactive if there are no trades during last 24 months and the same will be activated only after receiving specific written request from the client to re-open his accounts along with all required formalities of KYC.

If the client is tagged as a Dormant/ Inactive client, Company shall withhold clients assets only to the extent of dues pending from client and balance funds/ securities lying with stock broker may be refunded/ returned to the clients as and when demanded by client or as per guidelines given for periodical settlement of accounts.

Client Name: \_\_\_\_\_  15 \_\_\_\_\_

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

## **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. The 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 the 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 and 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.

Client Name: \_\_\_\_\_  16 \_\_\_\_\_

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

## **MANDATORY POLICIES AND PROCEDURES (As required by SEBI cir MIRSD/SE/Cir-19/2009 dt 03.12.2009)**

### **1. Refusal of orders for penny/illiquid stock**

The stock broker may from time to time limit (quantity/ value)/refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the stock broker/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 is also aware that the stock broker has the discretion to reject the execution of such orders based on its risk perception

### **2. 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.**

The stock broker is required only to communicate/ advise the parameters for the calculation of the The stock broker 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 the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker's risk perception and other factors considered relevant by the stock broker 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 the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker'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 the stock broker, 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.

The stock broker 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 post /speed post/courier/registered post/registered A.D/facsimile/telegram/cable/e-mail/ voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of 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 if the circumstances, so require, by radio broadcast / television broadcast / newspapers , advertisements etc; or any other suitable or applicable mode or manner.

The client agrees that the postal department/the courier company /newspaper company and the e-mail/voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department/the courier company/the e-mail/voice mail service provider, etc. by the stock broker and the client agrees never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever 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 the stock broker 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 the stock broker in such form and manner as may be required by the stock broker. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the stock broker 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 the stock broker &/or exchange &/or SEBI.

The stock broker 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. The stock broker is entitled to include/appropriate any/all payout of funds &/or securities towards margin / security without requiring specific authorizations for each payout.

The stock broker 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 the stock broker. The client also agrees and authorises the stock broker 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.

The stock broker is entitled to disable/freeze the account &/or trading facility/any other service. facility, if, in the opinion of the stock broker, 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**

The stock broker is entitled to charge brokerage within the limits imposed by exchange which at present is as under:

For Cash Market Segment: The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5 % of the contract price exclusive of statutory levies. It is hereby further clarified that where the sale/purchase value of a share is Rs.10/- or less, a maximum brokerage of 25 paise per share may be collected.

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 Rs100/- (per lot) whichever is higher.

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

The client agrees that any amounts which are overdue from the client towards trading or on account of any other reason to the stock broker will be charged with delayed payment charges at such rates not exceeding 2% p.m. as may be determined by the stock broker. The client agrees that the stock broker may impose fines/penalties for any orders/trades/deals/actions of the client which are contrary to this 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 the stock broker 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. The client agrees to pay to the stock broker brokerage, commission, fees, all taxes, duties, levies imposed by any authority including but not limited to the stock exchanges (including any amount due on account of reassessment/backlogs etc.), transaction expenses, 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 the stock broker.

### **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 stock broker maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. 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 the stock broker 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, the stock broker 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 the stock broker.

Where the margin /security is made available by way of securities or any other property, the stock broker 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 the stock broker may deem fit in its absolute discretion.



The stock broker 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 referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (Le. 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 close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

The stock broker is entitled to prescribe the date and time by which the margin/security is to be made available and the stock broker may refuse to accept any payments in any form after such 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, the stock broker 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 the stock broker may decide in its absolute discretion.
- v. To take any other steps which in the given circumstances, the stock broker 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 the stock broker, 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 the stock broker.

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

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

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a. The securities delivered short are purchased from market on T+3 day which is the Auction Day on Exchange, and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client.
- b. 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.
- c. 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. 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 RMS System. Client may take exposure upto 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.

#### **8. De-registering a client**

- i. If the action of the Client are prima facie illegal/ improper or such as to manipulate the price of any securities or disturb the normal/ proper functioning of the market, either alone or in conjunction with others.
- ii. If there is any commencement of a legal process against the Client under any law in force;

- iii. On the death/lunacy or other disability of the Client;
- iv. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- v. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- vi. If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;
- vii. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- viii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- ix. If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- x. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- xi. If the Client is in breach of any term, condition or covenant of this Agreement;
- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect; 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.

#### **9. Policy regarding treatment of inactive accounts:**

When Trade is not done in an account for more than 12 months, Stock Broker reserves the right to temporary suspend the operations. The Management may allow operations in such account after making such verification as it deems fit. The balance of securities/funds will be transferred to client after due verification.

#### **Client Acceptance of Policies and Procedures stated hereinabove:**

I/We have fully understood the same and 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 what so ever. These Policies and Procedures may be amended/changed unilaterally by the broker, provided the change is informed to me/us with through anyone or more means or methods such as post/speed post/courier/registered post/registered AD/facsimile/telegram/cable/e-mail/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of 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 if the circumstances, so require, by radio broadcast/ television broadcast/newspapers advertisements etc; or any other suitable or applicable mode or manner. I/we agree that the postal department/the courier company /newspaper company and the e-mail/ voice mail service provider and such other service providers shall be my/our agent and the delivery shall be complete when communication is given to the postal department/the courier company/the e-mail/voice mail service provider, etc. by the stock broker and I/we agree never to challenge the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever. 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.

Client Name: \_\_\_\_\_  17 \_\_\_\_\_

The following clauses are not part of model formats of Uniform Set of Documents prescribed by SEBI under Uniform Documentary requirements vide its circular number SEBI/MIRSD/DPS-1/Cir-31/2004 dated August 26, 2004 and SEBI/MIRSD/16/2011 dated August 22, 2011. These clauses have been added in order to ensure smooth functioning of trading and to enhance the transparency of Member-Client relation. The client is further informed that these clauses are voluntary and at the discretion of member and client. The Client and the Member, in addition to the above, also voluntarily agree to the terms and conditions stated herein below. The client is further informed that he/she/it may strike out any of these clauses, if he/she/it does not wish to accept the same.

I/We, (hereinafter referred to as "Client"),

voluntarily and unconditionally hereby state and declare that I/We have read and understood the terms and conditions mentioned hereinafter governing currency trading and broking services of MEMBER i.e. M/S. Pinnacle Forex & Securities Pvt. Ltd. hereinafter referred to as "PFSP" for brevity) and agree to be bound by the same.

## **1. GENERAL TERMS AND CONDITIONS GOVERNING THE SERVICE**

### **(a) COMPLIANCE WITH LAWS**

(i) Unless otherwise agreed in writing by the Member, Client agrees and confirms that the Member and the Client shall in no circumstances be considered as persons acting in concert or as persons co-operating with each other (directly or indirectly) or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Member for and on behalf of and on account of the Client.

(ii) The Client understands, agrees and confirms to provide copies of Annual Accounts, Returns, Financial information or any other document such as Bank Statements etc. that may be asked for by the Member to comply with Prevention of Money Laundering Act, 2002, as amended. If the Client fails to provide the documents, as may be required by the Member, the Member reserves the right to terminate or close the trading account forthwith.

### **(b) ACTING AS A SUB BROKER / AUTHORISED PERSON**

The CLIENT agrees not to act as a Sub Broker or Authorized Person without prior written permission of the MEMBER and without obtaining certificate of registration from SEBI / Exchange.

### **(c) DISCLAIMER**

The CLIENT agrees that all investments and disinvestment decisions are based on the CLIENT'S own evaluation of financial circumstances and investment objectives. This extends to any decision made by the CLIENT on the basis of any information that may be made available by the MEMBER through its website [www.pinnacletrades.com](http://www.pinnacletrades.com) or through any other media. The CLIENT will neither hold, nor seek to hold the MEMBER, as the case may be, or any of its officers, directors, employees, agents, subsidiaries, affiliates or

business associates liable for any trading losses, costs or damage incurred by the CLIENT consequent upon relying on investment information, research opinion or advice or any other material / information provided by the MEMBER, as the case may be. The CLIENT is aware that any information provided by the MEMBER through any medium based on the research of the MEMBER or other external sources is subject to normal variations in the stock market and is merely an estimation of the availability or otherwise of certain investments, and the MEMBER shall not be deemed to have assumed responsibility for any such information. The CLIENT should seek independent professional advice regarding the suitability of any investment decision before acting on such reports and MEMBER shall not be liable under any circumstances for any losses, costs, charges, expenses incurred/suffered by the Client based on such reports.

## **2. MARGINS**

(i) The CLIENT shall make the prescribed initial margin in the form of cash and /or in the form of securities (the "Margin") with the MEMBER simultaneously with the opening of the account and prior to commencement of trading. The CLIENT shall be permitted to trade up to a pre-determined number of times of the MARGIN (the "Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the MEMBER who shall have the irrevocable right to set off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities which form part of the margin, against any dues of the CLIENT.

(ii) Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with the MEMBER. In exercise of the MEMBER'S right to sell securities under the terms and conditions, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the MEMBER'S discretion.

(iii) The Client confirms that the MEMBER is permitted in



its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House or SEBI) and the CLIENT shall be obliged to pay such margins.

(iv) Any reference in these terms to Derivative contracts is deemed to include reference to Interest rate futures and currency / Commodity derivatives contracts.

(v) Margins in Derivative Contracts:

In the derivative segment, the CLIENT agrees to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by the MEMBER or the Exchange from time to time. Furthermore, the CLIENT is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The CLIENT may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the MEMBER or the Exchange from time to time.

(vi) Payment through Cheque/Demand Draft:

Client understands that in case where the payment by the CLIENT towards the margin is made through a cheque issued in favour of the MEMBER, trade(s) will be executed by the MEMBER only upon the realisation of the funds of the said cheque or at the discretion of the MEMBER. The CLIENT agrees to mention his CLIENT code along with his name on the reverse of any instrument through which he makes the payment to the MEMBER.

Client further understands and agrees that the Client shall prepare Demand Draft/ Pay Order out of his own funds and agrees to provide Banker Certificate and/or source of the funds in case of any request made by the MEMBER. However, the acceptance of pay order/demand draft will be on sole discretion of member based on the satisfactory explanation received from the client regarding the source of funds.

(vii) Margin in the form of Securities:

The CLIENT may place margin with the MEMBER in form of securities as approved by the MEMBER. Such securities may at the discretion of the MEMBER be marked as lien in favour of the MEMBER from the depository account of the CLIENT or such securities may be placed in a separate depository account of the MEMBER. Client confirms that the MEMBER may, at its own discretion, treat the securities lying in the depository account of the CLIENT, as margin, where the CLIENT has executed a Power of Attorney in favour of the MEMBER, for operating the said depository account for limited purpose.

The CLIENT may place / deposit only those securities, which are acceptable to the MEMBER. If at any time, a particular security ceases to be on the list of approved

securities, the CLIENT shall provide such other margins as may be required in place of such security.

The CLIENT agrees and authorises the MEMBER to determine the market value of securities placed as Margin after applying a haircut at least at the rates prescribed by exchanges. The CLIENT'S positions are valued at the latest market price available ('marked to market') on a continuous basis by the MEMBER. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately.

The Client understands that the MEMBER may grant exposure to the Client at its sole discretion based on the securities purchased by the Client through the MEMBER after paying entire purchase price and which securities are kept in the Demat Account of the Client with Power of Attorney executed by the Client in favour of the MEMBER with a request to treat such securities as Margin.

(viii) Liquidation of Positions:

The CLIENT confirms that the MEMBER has a sole discretion to prescribe the payment of Margin in the form of cash instead of securities. The CLIENT accepts to comply with the MEMBER's right of payment of Margin in the form of cash immediately failing which the MEMBER may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference to the CLIENT and any resultant or associated losses/profit that may occur due to such square off/sale shall be borne by/paid to the CLIENT, and the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf.

### **3.EXECUTION OF ORDERS**

The CLIENT is aware that the Electronic Trading System either at the Exchange or in the MEMBER'S office is vulnerable to disruptions, breakdown or failures, in the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, the CLIENT may not be able to execute the desired transactions. In such an event the MEMBER does not accept responsibility for the losses, costs, expenses or damages that may be incurred by the CLIENT due to such eventualities beyond the control of the MEMBER.

### **4.MEMBER CLIENT COMMUNICATION**

(a) The Client agrees and accepts that transmission of document/records/data and information including but not limited to contract notes (including digital

contract notes, and other electronic documents) through ordinary post, Courier/speed post/registered post /electronic mail i.e., email / electronic mail attachment/ download available from website or fax to his last known business and/or residential address and/or E-mail address and/or fax no. or by SMS shall be deemed to have been properly despatch or served even if such communication is returned as unclaimed/ refused/ undelivered.

(b) The client agrees that the MEMBER will not be responsible for the non-receipt of the trade confirmation/contract notes or any other date/information due to any change in the address/E-mail address or mobile number, etc. not intimated to the trading MEMBER in writing. The client also understands that he will have to download the data / information within one year of the trading date and the MEMBER shall be at liberty to delete old data that is to say data more than one year old from the web server without any notice.

## **5.MISCELLANEOUS PROVISIONS:**

### **(a)TAPE RECORDING OF CONVERSATION:**

The CLIENT is aware that the MEMBER can tape-record the conversations between the CLIENT'S representative and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. Such recordings may be relied upon by the MEMBER as and when required to resolve disputes in connection with the trading transactions and may be given to concerned authorities as required by any law prevailing.

### **(b) ASSIGNMENT:**

The CLIENT confirms and agrees that CLIENT shall not assign or transfer all or any of its rights or obligations.

### **(c) SEVERABILITY:**

The CLIENT confirms and agrees that in case any one or more of the terms and conditions confirmed by the CLIENT becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in anyway be affected or impaired thereto.

### **(d) CONFIDENTIALITY OF CLIENT ACCOUNT DETAILS:**

Client Account details, especially relating to the trade information shall be kept confidential and shall not be disclosed to any person / authority except as required under authority of Law. PF SPL may part with such details without prior reference or intimation to the Client when the same is required under authority of Law. The Client, however, understands and agrees that PF SPL may share details of the Client with its own group companies/branches/sub broker.

### **(e) DECLARATION FROM THE CLIENT:**

Client declares that:

(i) He/She/It shall not give any third party cheques or shares in discharge of its settlement obligations.

(ii) He/She/It will not indulge in any fraudulent and/or unfair trade practices including but not limited to trades such as structured deals, circular trading in the capital market and Derivative segments. If the client found to be involved in such type of activities then onus of bearing legal and other penalties will be on the client.

(iii) Any change / addition / deletion in Bank account details, demat account details, permanent / correspondence address, telephone / mobile number and e-mail id if any to be notified to the MEMBER, 15 (fifteen) days in advance either through e-mail or hard copy as per format prescribed by the MEMBER from time to time.

### **(f) CLIENT NOT TO ACT ON REPRESENTATIONS OF AGENTS, EMPLOYEES:**

Client is aware that PF SPL has not authorized any agents, representatives, employees or other persons to make any representation, or to give any promise, assurance, warranty, undertaking or commitment as to return on investment of the Client whether in writing or otherwise on behalf of PF SPL. PF SPL has not authorized any persons to hold out any promise, representation, assurance, undertaking, commitment etc. as to return or profit on investment and that PF SPL excludes all and any liability for loss accruing to the Client by reason of the Client acting in reliance of such promise or representation etc.

### **(g) Unregistered Bank / Demat Accounts:**

The Client understands and undertakes that he/she/it will give the funds and securities from only his/her/it own bank and own demat account respectively to honour pay-in obligations. Client is aware that PF SPL will not accept any Fund to / from and Securities to/from unregistered accounts i.e. not intimated to PF SPL with proof of the same. In case of Multiple bank and/or demat account of the client from funds / securities to be given to PF SPL then it shall be first registered with the PF SPL by giving written request along with necessary documentary proof of the same.

### **(h) Use of CLIENT-ID and Password:**

The CLIENT agrees that it will be the sole authorized user of the Username, Password/s, or other identification or security code (by whatever name called) to be given to it by the MEMBER to access MEMBER'S system, or service through MEMBER'S website, over the telephone or in such other manner as may be permitted by the MEMBER for availing of the service. The CLIENT accepts

sole responsibility for use, confidentiality and protection of the Username, Password/s, or other security code(s) as issued by the MEMBER to the CLIENT from time to time (hereinafter referred to as "Security codes") as well as for all orders and information changes entered into the CLIENT's account using such security codes.

The CLIENT shall ensure that such security code(s) is/are not to be revealed to any third party or recorded in any written or electronic form. If the CLIENT forgets

the security code(s), a request for change of such Security code(s) should be sent to the MEMBER in writing. On receipt of such a request, the MEMBER shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the CLIENT which shall be communicated to the CLIENT. However, the CLIENT shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s).

I / We accept, understand, confirm and acknowledge the aforesaid terms and conditions

**FOR PINNACLE FOREX & SECURITIES PVT. LTD.**



**AUTHORISED SIGNATORY**

**X**<sup>18</sup>\_\_\_\_\_

**Name of Client:**\_\_\_\_\_

## RUNNING ACCOUNT AUTHORIZATION (Voluntary)

To,  
Pinnacle Forex & Securities Pvt. Ltd.,  
Office No.A-1307, 02 Commercial Bldg.,  
Plot No.23-24, Mulund (W), Mumbai – 400 080.

I/We are dealing through you as a client for BSE/NSE/MCX/NCDEX in cash, F&O, currency derivatives, commodity derivatives segments and in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

1. I/we would like to authorize you to maintain a running account, instead of settlement-to-settlement clearance of funds due to me/us. In this regard I/we hereby authorize you to maintain a running account in accordance with circulars/guidelines issued by SEBI/Exchanges from time to time.
2. Periodic settlement as indicated by me/us below (hereinafter referred as 'settlement period'), will be done by you on the first Friday of the Month/Quarter as per the preference opted by me/us. I/We agree that I/we shall be liable to pay the debit standing to my account on the settlement date or any other date.
3. I/we request you to settle my/our account once in ☐ Month ☐ Quarter. (Tick any one)
4. I/We agree that you may, at the time of periodic settlement retain funds as may be allowed by the Exchanges/SEBI, towards margin obligations on current and future transactions and such funds towards any other unbilled services/charges for services availed from you.
5. I/We agree that you shall not be liable for any claim for loss, loss of profit, loss of interest or for any consequential, incidental, special or exemplary damages, caused by retention/settlement of such funds under aforesaid arrangement or otherwise.
6. I/We am/are aware that the authorization will be in force till the same is revoked by me/us. Further I/we may revoke the authorization any time making a valid request for revocation. You may release the funds to me/us on settlement date or on request or on revocation of authority, if sufficient margins in respect of my/our trading, across the Stock Exchange(s) and across the segment of the Stock Exchange(s) are available with you.
7. I/We am/are aware that for the purpose of settlement of funds, the mode of transfer of funds shall be only by way of electronic transfer viz NEFT, RTGS etc.

Client Name: \_\_\_\_\_  19 \_\_\_\_\_

## AUTHORIZATION TO DEBIT ADDITIONAL CHARGES (Voluntary)

I/We hereby agrees to pay commission, SEBI Turnover Fees and other fees as specified in tariff sheet as they exist from time to time and as they apply to my/our account, transactions and services that I/us receives from the PFSP. The brokerage and GST shall be paid at such rates as may be advised from time to time. I/We also agrees to pay any applicable taxes including but not restricted to GST, stamp duty, securities transaction tax, as the case may be, that may be levied on the transaction. A schedule of fee and commission, applicable GST and other transaction expenses shall be provided to me/us from time to time upon request.

I/We also agrees to pay the PFSP for added services/ facilities/ features as may apply to me/us account and which will be communicated to me/us. I/We also agrees and authorizes the PFSP, upon receipt of intimation from designated depository participant, to debit the trading account of me/us towards depository charges payable by me/us to designated depository participant and make onward payment to the designated depository participant.

Client Name: \_\_\_\_\_  20 \_\_\_\_\_

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



## OPTING FOR SMS & EMAIL ALERTS BY EXCHANGES / DP / BROKER (Voluntary)

I/We do hereby opt for the following facilities offered by stock exchanges / DP / Stock Broker:

☐ SMS
 ☐ E-mail
 ☐ SMS & E-MAIL

I declare that mobile number mentioned in my KYC documents belongs to \_\_\_\_\_ ☐ Self



☐ Spouse
 ☐ Dependent Parents
 ☐ Dependent Children's having PAN \_\_\_\_\_

I declare that email id mentioned in my KYC documents belongs to \_\_\_\_\_ ☐ Self

☐ Spouse
 ☐ Dependent Parents
 ☐ Dependent Children's having PAN \_\_\_\_\_

I/We hereby authorize PFPSL to send Trade confirmations, Outstanding position, Ledger Balance, Funds/Securities deposit or withdrawal notification research calls, investment ideas etc. including all commercial communication even though I/we am/are registered or may register with National Do Not Call Registry established under the Telecom Unsolicited Commercial Communications Regulations or registered or may register under the National Customer Preference Register Established under new regulation viz the telecom commercial communication customer preference regulations.

In case of any changes in my mobile number & email id, I/We will inform you immediately in writing. This mobile number & email id can be use for giving any information/alerts.

  _____ (Signature of 1 <sup>st</sup> Holder)	  _____ (Signature of 2 <sup>nd</sup> Holder)	  _____ (Signature of 3 <sup>rd</sup> Holder)
---	---	---

## AUTHORIZATION FOR ELECTRONIC CONTRACT NOTE (ECN) & REPORTS (Voluntary)

With reference to client registration documents executed between us, I/We hereby authorize you for the following:

I/We have been / shall be dealing through you as my/our broker on the capital market and/or future and option segments and/or currency, commodity derivatives segment. As my/our broker, I/We direct and authorize you to carry out trading/dealing on my/our trading / dealing on my/our behalf as per instructions given below.

I/We understand that, I/We have the option to receive the contract notes, bills, margin call, client margin information, statement of accounts / ledger and security, commodity balance confirmation etc. in physical form or electronic form. In pursuance of the same, I/We hereby opt for receipt of above said documents / reports in electronic form. I/We understand that for the above purpose, you are required to take from the client "an appropriate email account" for you to send electronic notes and other reports. Accordingly, please consider email id mentioned in my KYC form for sending the contract notes and other documents / reports to me/us.

I/We agree not to hold you responsible for late / non-receipt of above said ECN, documents, reports etc. sent in electronic form and any other communication for any reason including but not limited to failure of email server, loss of connectivity, email in transit, for reasons beyond your control etc. I/We agree that the log reports of your dispatching software shall be a proof of dispatch of above said documents, bills, ledgers, reports etc.

I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my email account(s) / email id(s).

I/We understand that I/we am/are required to intimate any change in the email id / email account mentioned hereinabove needs to be communicated by me/us through a physical letter to you, provided however that if I/We am/are an internet client then in that event the request for change in email id/email account can be made by me/us through a secured access using client specific user id and password. Please treat this authorization as written ratification of my / our verbal directions / authorizations given and carried out by you earlier. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/our directions given above.

Client Name: \_\_\_\_\_  22 \_\_\_\_\_

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



## AUTHORIZATION FOR TRANSFER OF FUNDS/SECURITIES/COMMODITIES (Voluntary)

To,  
Pinnacle Forex & Securities Pvt. Ltd.,  
Office No.A-1307, 02 Commercial Bldg., Plot No.23-24, Mulund (w), Mumbai – 400 080.

I/We hereby authorize you as under:

1. To transfer funds and/or securities/commodities from my/our account in one segment against my/our obligations in another segment in the same Exchange or different Exchange.
2. To transfer funds and/or securities/commodities from my/our account in one segment against collaterals/margins for my/our trade in another segment against collaterals/margins for my/our trade in another segment in the same Exchange or different Exchange.
3. I/we am/are aware that the funds means monies that is lying as credit in my/our account or pay-outs that are to be received from the exchanges arising out of sale securities/commodities. Similarly, I/we am/are aware that securities/commodities lying with you, on my/our behalf, for which I/we have fully paid for or margin or shares/commodities that are to be received as pay-out from the Exchange/s.

The above transfer of funds can be done either by way of with actual fund transfer or by way of physically exchanging cheques. In case if I/we wish to withdraw this authorization, I/we shall inform PFSP in writing and acknowledge by PFSP at least one week in advance from the date of withdrawal.

Client Name: \_\_\_\_\_  23 \_\_\_\_\_

## AUTHORIZATION FOR DEPOSITING COLLATERALS (Voluntary)

I/We hereby authorize you that any securities placed by me/us as margin may in turn be placed as margin by you with the Exchanges or Clearing Corporation or Clearing House / Clearing Member as you may deem fit and as may be permitted by exchange/SEBI from time to time. I/We further authorizes you to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges/ Clearing Corporation / Clearing House/ Clearing Member as margin.

In case if I / we wish to withdraw this authorization, I / we shall inform PFSP in writing and acknowledge by PFSP at least one week in advance from the date of withdrawal.

Client Name: \_\_\_\_\_  24 \_\_\_\_\_


## CONFIRMATION OF THE ARRANGEMENT WITH AUTHORIZED PERSON (Voluntary)

I/We confirm that I have been introduced to PFSP by an Authorised Person (AP) as mentioned below appointed by PFSP pursuant to exchanges norms. In this connection, I am aware of the following:

1. The AP shall not receive or pay any money or securities in his/her/its own name or account. All receipts and payments of funds and securities shall be made only in the name or account of the PFSP.
2. The AP shall receive his/her/its remuneration, fees, charges, commissions, salary etc. for his/her/its services only from the PFSP and AP shall not charge any amount whatsoever from the clients.

In view of the foregoing, I acknowledge that the AP is not authorized by PFSP to enter into any private arrangement with any clients of PFSP including those introduced by him. I further agree and accept that I will not hold PFSP responsible for any loss, damage, other liability or consequence, direct or indirect, arising out of any error of the commission or omission by the AP with regard to any dealing and or transactions based on or resulting out of any private agreements (if any) between me/us and AP.

I agree that all debit instruction slip and other documents in respect of my depository beneficiary owner account with PFSP shall not be left in the custody of the AP, either blank, partially filled up and / or executed / signed. I further agree and accept that I will not hold PFSP responsible for any loss, damage, other liability or consequence, direct or indirect arising out of my action in leaving such blank, partially filled up and / or executed / signed documents with the AP.

Client Name: \_\_\_\_\_  25 \_\_\_\_\_

AP Name: \_\_\_\_\_ AP's Signature:  \_\_\_\_\_

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

## DEMAT DEBIT AND PLEDGE INSTRUCTION - Voluntary Document

Due to exigency and paucity of time, I/we am/are desirous of executing agreement naming Demat Debit & Pledge Instruction allowing Pinnacle Forex & Securities Private Limited. I/We ratify the instructions given by the below said stock broker to the depository participant named hereinabove in the manner specified herein.

I/We hereby agree and declare that all acts and deeds done by the aforesaid stock broker under this authorization shall be construed as acts and deeds done by me/us jointly as well as severally and I/we further confirm & ratify all acts and deeds that the aforesaid stock broker shall lawfully do or cause to be done by virtue of this authorization

Purpose		
1. Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations (via demat accounts mentioned in schedule 'A' attached herewith) arising out of trades executed by clients on the Stock Exchange through the same stock broker		
<b>X</b> 26 <small>(Signature of 1<sup>st</sup> Holder)</small>	 <small>(Signature of 2<sup>nd</sup> Holder)</small>	 <small>(Signature of 3<sup>rd</sup> Holder)</small>
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.		
<b>X</b> 27 <small>(Signature of 1<sup>st</sup> Holder)</small>	 <small>(Signature of 2<sup>nd</sup> Holder)</small>	 <small>(Signature of 3<sup>rd</sup> Holder)</small>
3. Mutual Fund transactions being executed on Stock Exchange order entry platforms.		
<b>X</b> 28 <small>(Signature of 1<sup>st</sup> Holder)</small>	 <small>(Signature of 2<sup>nd</sup> Holder)</small>	 <small>(Signature of 3<sup>rd</sup> Holder)</small>
4. Tendering shares in open offers through Stock Exchange platforms.		
<b>X</b> 29 <small>(Signature of 1<sup>st</sup> Holder)</small>	 <small>(Signature of 2<sup>nd</sup> Holder)</small>	 <small>(Signature of 3<sup>rd</sup> Holder)</small>

I/We further agree & confirm that the powers and authorities conferred by this instruction shall continue until it is revoked (without notice) in writing by me/us and that the said revocation shall be effective from the date on which the revocation notice is received by the stock broker.

Annexure A – List of Demat Accounts				
S. N.	Depository Participant Name	Demat / CMBP ID	Exchange / CM ID	Name & Type
1	Pinnacle Forex & Securities Pvt Ltd	1207440000000072	BSE	PF SPL Pool A/c
2	Pinnacle Forex & Securities Pvt Ltd	12074400000000165	NSE	PF SPL Pool A/c
3	NSCCIL	1100001100018851	NSE	PF SPL Early Pay-in A/c
4	ICCL	1100001000022999	BSE	PF SPL Early Pay-in A/c
5	Pinnacle Forex & Securities Pvt Ltd	12074400000049870	BSE/NSE/MCX/NCDEX	PF SPL TM/CM CMPA account
6	Pinnacle Forex & Securities Pvt Ltd	12074400000049885	BSE/NSE	PF SPL MTF Pledge Account
7	Pinnacle Forex & Securities Pvt Ltd	12074400000050369	BSE/NSE	PF SPL MTF Collateral Pledge A/c
8	Pinnacle Forex & Securities Pvt Ltd	12074400000076818	NSE	PF SPL SLBM Pool A/c
9	Pinnacle Forex & Securities Pvt Ltd	12074400000090051	BSE/NSE	PF SPL Client Unpaid Securities Pledge A/c
10	Globe Capital Market Limited	IN30096611372813	BSE/NSE	PF SPL Client Unpaid Securities Pledge A/c
11	Globe Capital Market Limited	IN30096611372889	NSE	Pool A/c
12	Globe Capital Market Limited	IN30096611373062	BSE	Pool A/c
13	NCL(NSE Clearing Ltd)	1100001100020926	NSE/BSE	CC Client Securities Margin Pledge A/c
14	MCXCCL	1100002200000211	MCX	CC Client Securities Margin Pledge A/c
15	NCCL	1100002100002645	NCDEX	CC Client Securities Margin Pledge A/c
16	Pinnacle Forex & Securities Pvt Ltd	IN566122	M51792	NSE Clearing Account
17	Pinnacle Forex & Securities Pvt Ltd	IN656067	6295	BSE Clearing Account
18	NSCCL-SLB	1100002300002078	NSE-SLB	PF SPL Pool Early Pay-in A/c

We hereby confirm having accepted the aforesaid Instructions.

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

**For Pinnacle Forex & Securities Pvt Ltd**

BO ID: 12074400 \_\_\_\_\_



**Authorised Signatory**

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

## ACKNOWLEDGEMENT RECEIPT

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

To,  
PINNACLE FOREX & SECURITIES PVT. LTD  
OFFICE NO.A-1307, O2 Commercial Bldg.,  
Plot No.23-24, Mulund (W), Mumbai – 400080.

I/We hereby acknowledge that the following document were made available to me:

1. Rights and Obligations of stock brokers, Authorised Person and Clients (As prescribed by SEBI, Exchanges).
2. Rights and Obligations of Beneficial owner and Depository Participant (DP).
3. Risk Disclosure Document for Capital Market and Derivatives Segments and Commodity Market.
4. Guidance Note – Do's and Don'ts related to Demat and for trading on the Exchange (s) for Investors.
5. Policies and Procedures of Pinnacle Forex & Securities Private Ltd. pursuant to the SEBI circular dated 03/12/2009.
6. General terms & conditions governing securities Trading & Broking services of Pinnacle Forex & Securities Pvt Ltd.
7. Tariff Sheet as applicable to Trading & Demat Account.
8. All other mandatory and voluntary client registration documents.

I/We hereby confirm that I WE have clearly understood and agree to abide by the Policies and Procedures described by PINNACLE FOREX & SECURITIES PVT. LTD. I/We have read and understood the terms and conditions governing securities trading and broking services of PF SPL and agree to abide by the same. I/We also understand and agree that these Policies and Procedures as well as Terms and Conditions can be changed by PF SPL from time to time with prior Notice of 15 days through email.

I/We am/are aware that the login Id and password of my trading account will be sent on my Email ID & alerts on Mobile No. furnished in KYC form and any changes thereof.

  (Signature of 1 <sup>st</sup> Holder)	  (Signature of 2 <sup>nd</sup> Holder)	  (Signature of 3 <sup>rd</sup> Holder)
--	--	--

## DEMAT ACCOUNT FORM ACKNOWLEDGEMENT RECEIPT

We hereby acknowledge the receipt of the account opening application form from

First Holder: \_\_\_\_\_

Second Holder: \_\_\_\_\_

Third Holder: \_\_\_\_\_

\_\_\_\_\_  
Depository Participant Seal & Signature