

Confirmation and Acceptance Terms and Conditions governing the services provided by the Stock Broker. (Voluntary)

PREAMBLE

- The Client has opened an account with the Stock Broker for the purpose of Trading on various exchanges and has accepted statement of Rights and Obligations.
- For the purpose of taking additional services from the Stock Broker and in order to define the operating terms and conditions, the Stock Broker and the Client have acknowledged to the terms and conditions herein contained.
- The Client understands that some of the terms and conditions may be more stringent than that provided in the Rights and Obligations and the Client has acknowledged and accepted such terms and conditions.
- The terms and conditions contained herein are binding on the Client. The Client has acknowledged to avail of services from the Stock Broker after fully understanding the terms and conditions. The terms and conditions shall be subject to modification from time to time and such modifications are binding on the Client.
- At present Capstocks. will not be providing Trading into the agricultural commodities based on internal policy of the company and we may provide Trading in agricultural commodities in the future at the discretion of the entity.

E-BROKING SERVICES, WIRELESS SECURITIES TRADING and, DIAL AND TRADE SERVICES

Whereas The Stock Broker is in the business of offering various services including E-Broking Service and securities Trading through the use of Wireless Technology to its clients and acknowledge to provide such services to the Client and client acknowledge to avail such services from Stock Broker subject to Terms & conditions of this annexure and/or on the Stock Broker's Website and the Exchange provisions.

The Stock Broker agrees that it has complied / shall comply with all requirements applicable to securities Trading using wireless technology as may be specified by SEBI & the Exchange from time to time. The provisions of this Terms and Conditions shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.

Whereas the Stock broker, as required under Regulations, hereby conveys that it is not carrying on proprietary Trading.

Now, therefore, in consideration of the mutual understanding set forth in this Annexure, the client thereto has acknowledged to the following:

The client acknowledges that he has read the Risk Disclosure Document appended hereto and understands the Trading & risks involved in the Trading of these instruments and confirms to be fully responsible for the dealings into these instruments. The client has understood, appreciated and assumed all the risks associated with purchasing, selling and Trading in these instruments whether contained in risk disclosure document or not. The failure of the client to understand the risk involved or the failure of the member to explain the risks to the client shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in equity and derivatives transactions carried out on the exchange.

1.1 DEFINITIONS

1.1.1 "Exchange" means Bombay Stock Exchange Limited, National Stock Exchange of India Limited, and Multi Commodity Exchange of India Limited and includes segments of the Exchange. It shall also include any other exchange duly recognized under the Laws of India and such exchanges where the Stock Broker is a registered member and allows Trading facilities and which the client may consent for Trading.

1.1.2 "Exchange Provisions" means the Rules, Business Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.

- 1.1.3 "E Broking" means Internet based Trading through Order Routing System (ITORS), being a system approved by the Exchange for enabling clients to route their orders to their Stock Broker over the internet and also includes trade done through the wireless technology.
- 1.1.4 "E broking Account Application" means the application submitted by the Client to the Stockbroker to permit the Client to avail of the Stock broker's E-broking Service.
- 1.1.5 "E broking Service" or "Service" means the ITORS service offered by the Stock Broker to its clients through Website including the low bandwidth website or any other approved application where under the clients can route their orders for purchase, sale and other dealings in securities through the Stock broker's website.
- 1.1.6 "Wireless Technology" shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol(IP).
- 1.1.7 "Stock broker's E Broking system" or "Stock broker's e broking Website" means the web site hosted by the Stock Broker on the internet through which the Stock Broker offers the E broking Service or any other authorized application including the low bandwidth website dial and trade, speed trade and trades executed through dealers / authorised persons or through any application approved by the exchange or any other mode for which the broker has obtained the required approval and includes the Hardware and software used for hosting and supporting the Website.
- 1.1.8 "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- 1.1.9 "SEBI" means the Securities & Exchange Board of India.
- 1.1.10 "Username" means an alphanumeric login identification used by the Client for accessing the Service.

* Derivative – includes

- (A) a security derived from a debt instrument, share, loan, whether secured or unsecured, risk instrument or contract for differences or any other form of security;
- (B) a contract which derives its value from the prices, or index of prices, of underlying securities;]
- (C) commodity derivatives;and
- (D) such other instruments, as may be declared by the Central Government to be derivatives;]
- 1.2** Stock Broker offers/intends to offer broking through the internet or other services through web site www.Capstocks.com including the low bandwidth website therein. The said website is owned and maintained by the Stock Broker. Stock Broker also offers/intends to offer Dial and Trade services to the Client. Electronic broking services, Wireless Technology or dial and trade services or any other services through electronic mode shall be referred to as E-broking services.
- 1.3** The Stock Broker shall provide information with respect to the addresses of the Internet web site / web page where detailed information would be available about securities Trading through the use of wireless technology. The Client is aware that as it may not be possible to give detailed information to the investor on a hand held device e.g. mobile phones, minimum information may be given with address of the Internet web site / web page where detailed information would be available.
- 1.4** Before availing of the services, the Client shall complete registration process as may prescribe from time to time.
- 1.5** The client shall follow the instructions given in the web site for registering himself as a client. Such formalities will include selection of user id, passwords, basic client information etc. Once the system accepts the details inserted by the client the client will be registered as a user.
- 1.6** If the client has availed E Broking Services offered by the stock broker, then client shall be entitled to a username, a Trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which will enable him to avail of the facilities of E-broking through the stock broker's Web site over the telephone or in any such other manner as may be permitted/offered by the Stock Broker for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.

1.7 The client is aware that the Stock Broker's system itself randomly generates the initial pass word encrypts and passes on the password to the client, the client acknowledge and undertakes to immediately change his initial password upon receipt thereof. The client is aware that the subsequent passwords also are not known or available to the Stock Broker or any third party other than his authorized representative.

1.8 The services on the Website shall be available to the registered user subject to the terms and conditions mentioned thereof.

1.9 The client acknowledges that he is fully aware of and understands the risks associated with availing of E-broking services through the internet including the risk of misuse and unauthorized use of his Username and/or Trading password, T-pin number by a third party and the risk of a person hacking into the Client's Trading account on the website and unauthorizedly routing trade orders on behalf of the Client through the system. The client acknowledge that he shall be fully liable and responsible for any and all unauthorized use and misuse of his Trading password and / or username/T-pin number and also for any and all acts done by any person through the website using the Client's username in any manner whatsoever. Further at no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the use and misuse of the Trading password and/or the Client username.

In case, the client discovers unauthorized access/ security flow, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason, then the Client shall immediately request the Stock Broker in writing to discontinue his old Password; and thereupon the Stock Broker shall cause the Stock broker's e-broking system to discontinue the use of the Client's old Password and the Stock broker's e-broking system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Stock Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

1.10 The Stock Broker shall be entitled to presume that any orders or instructions entered or communicated using the client's user name, customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the Stock Broker on demand all costs, charges, damages and expenses incurred by the Stock Broker as a consequence of access and or use of client's account, stock broker's system or service by any third party using the client's user name, customer user identification number, T-pin number and pass word.

1.11 The Client shall log off from the website at any time the Client is not accessing or using the service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.

1.12 The client shall, if desired by him, provide to Stock Broker a power of attorney, authorising the Stock Broker to debit/credit, block/create lien/pledge in favor of Clearing Corporation the client's depository accounts through its authorised personnel to the extent of transaction conducted by the client, margin provided by the client and any amount due and payable under any head, account or name, to the stock broker.

1.13 The client acknowledges that orders, instructions and other communications given or made over the telephone may be routed through the stock broker's interactive voice response or other telephone system may be recorded by the stock broker. The client also acknowledge that such recording and the stock broker's records of any order(s), instructions and communications given or made by the client or the Stock Broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

1.14 The client acknowledges to provide information relating to customer user identification number T-pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Stock Broker from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Stock Broker shall be binding on the Client.

- 1.15** 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 Website (including exposure limit, turnover limit, limit as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and acknowledges 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, and the Stock Broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client acknowledge 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 website on account of any such variation, reduction or imposition of limits. The Client understands and acknowledges that the stockbroker 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.
- 1.16** Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the stock broker's Website , the Stock Broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 1.17** The Client acknowledge that the Stock Broker may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 1.18** In case of a market order, the Client acknowledge that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is Trading when his order is entered into the stock broker's website.
- 1.19** The Client acknowledge and undertakes to immediately deposit with the Stock Broker such cash, securities or other acceptable security, which the Stock Broker may require as margin. The Client acknowledges that the Stock Broker shall be entitled to require the Client to deposit with the Stock Broker a higher margin than that prescribed by the Exchange. The Stock Broker shall also be entitled to require the Client to keep permanently with the Stock Broker a margin of a value specified by the Stock Broker so long as the Client desires to avail of the Stock broker's e- broking system.
- 1.20** The client understands and acknowledges that the Stock Broker may discontinue e-broking service in part or in its entirety and change the terms of service (including the terms on the Stock brokers e-broking Website) at any time after giving 15 days' notice to the client.

2. TRADING, SETTLEMENT AND ACCOUNTS

- 2.1.** The client acknowledge that all orders placed by him for securities through the website and through wireless technology shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.
- 2.2** The client acknowledges that all orders placed through the website and through wireless technology shall be forwarded by the system to Exchange. All orders placed otherwise than through the website shall be forwarded to the system of the Exchange through the Exchange terminals or any other order execution mechanism at the discretion of the Stock Broker.
- 2.3** All orders for purchase, sale or other dealings in securities and other instructions routed through the Stock broker's website via the Client's Username shall be deemed to have been given by the Client.
- 2.4** On line confirmation will be available to the client upon execution of trade of an order placed by him through the Stock Broker's system. It shall be the responsibility of the client to review, immediately upon receipt, all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the client to follow up with the Stock Broker for all such confirmations that are not received by him within stipulated time.
- 2.5** The Stock Broker sends various reports, margin statements, confirmations, contract note of executed trades/ transactions (including executed prices, scripts or quantities) / transactions) or any other documents. Clients shall verify the communications sent by the stock broker. If any discrepancy is observed, the same will be forthwith brought to the notice of the stock broker.

If any statement of whatsoever nature is sent by our employees/ authorized persons, the same shall be verified by the client with the contract notes. In case of any discrepancy, data as per contract note shall prevail.

- 2.6 There may be a delay in the Stock Broker receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the Stock Broker has entered into contracts or transactions on behalf of the clients. Accordingly, the Stock Broker may forward to the client late reports in respect of such transactions that were previously un-reported to him has been expired, cancelled, or executed. The client shall not hold the Stock Broker responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report/statements computed by or received from any exchange.
- 2.7 The client acknowledges that if, in any circumstance or for any reason, the market closes before the acceptance of the Order by the Exchange, the Order may be rejected. The client acknowledges further, that the Stock Broker may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client acknowledges that the order shall remain declined and shall not be re- processed, in any event.
- 2.8 The Stock Broker may, at its sole discretion, reject any order placed on the website or in any other manner due to any reason, including but not limited to the non-availability of funds in the Trading account of the client, non- pledge of securities in favor of Capstocks towards collaterals, insufficiency of margin amount if the client opts for margin Trading, suspension of scrip- specific Trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.
- 2.9 The client is aware that the Stock Broker may provide a facility for reconfirmation of orders, which are larger than those 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 such risk perception.
- 2.10 The client acknowledges further that the Stock Broker shall have the right to reject any order placed by the client for any reason and at any time without notice to the client.
- 2.11 The client acknowledge that, if any order (including square off order) is not accepted or not executed or cancelled, on the website or on direct terminals for any reason whatsoever, the Stock Broker shall have the right to treat the order as having lapsed. The client cannot claim any notional profit or consequent notional loss due to order not being executed or cancelled by the exchange.
- 2.12 The client is aware that the electronic Trading systems at the Exchange or in the Stock Broker's offices or the service provider for wireless technology are vulnerable to temporary disruptions, breakdowns 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, Stock Broker shall be entitled to cancel relative contracts/(s) with the Client and shall not be able to execute the desired transactions of the client's. In such event, the Stock Broker does not accept responsibility for any losses incurred including loss of profit / notional profit / that may be incurred by the Client due to such eventualities which are beyond the control of the Stock Broker.
- 2.13 The Stock Broker may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.
- 2.14 The client acknowledge to abide with and be bound by all the Rules and Circulars that the Stock Broker may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by the Stock Broker and the orders placed by him on the website or any other manner.
- 2.15 The systems used by the Stock Broker for providing e-broking services or dial up services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.
- 2.16 Any and all instructions issued by an authorised representative of the client shall be binding on the client in accordance with the letter authorising the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct the Stock Broker to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web site.

***Margin**

1. **Collateral:** The Client shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Client. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.

2. **Mandate for acceptance of securities towards margins.**

The client acknowledges that the client would have to deposit margins as applicable per the risk management policy of Capstocks for Trading in securities. The client also acknowledges that such margins are subject to change at the discretion of the member. The Client acknowledges that such margins shall be pledged with the member in form of the stocks and securities as approved by the member from time to time, subject to appropriate haircuts. The client agrees that such approved list of securities and the haircut thereon are subject to change at the discretion of the member. The client acknowledges that all such securities which are placed with the member as margin/collateral shall be pledged in favor of the member through physical instruction or electronic instruction mechanism provided by the Depositories. In case the client has executed Power of Attorney in favour of the member, the pledge shall be executed by the member on behalf of the client. The client acknowledges that such securities pledged with the member as margin are free of any lien or encumbrance and would be held by the member in fiduciary capacity. The client further acknowledges that the member shall be liberty to further pledge such securities with clearing corporations. The client also acknowledges that any such stock deposited, would be released back to the client, in case a request for the same is received by the member or in accordance with the SEBI / Exchanges guidelines, subject to compliance with the margin collection norms of the member.

The client also acknowledges that margins are subject to change. The member shall endeavor to inform the client about any shortfall in the margin available, and the client agrees to fulfill such shortfall to avoid squaring off of the position. Client also acknowledges that in case the margin is not fulfilled within the given timeline, the member shall be at the liberty to invoke the pledge and sell the securities pledged as margin with the member. The client acknowledges that such sale of securities shall be carried out in the client account and due credit, post relevant charges shall be credited to the account of the client on settlement with the broker. It is agreed that the member may choose the broker of its' own choice to carry out such transactions. The above terms shall be in addition to the existing terms and conditions agreed between the client and the member. Any changes by the Regulators from time to time in this regard shall deemed to be forming part of the agreement. The Member may change the terms and conditions in this regard from time to time by giving 15 days' notice to the client and such changes shall be binding on the client.

3. **Utilization by Member of the Initial Deposit by the Client:** The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchanges from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Client. The Client shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.

4. **Payment of Margins:** The daily margin requirement can be adjusted against the collateral pledged by the Client with the Member. The Member may accept from the Client further order, which, if executed, will add to the open positions, only if the balance pledged collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Client shall deposit the additional margins as required by the Member. The Client shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Client may not be permitted to create any new open positions, until receipt of such additional margin. In case the client creates position without margin, then the client would be responsible for any loss that may occur.

If the Client defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to

and borne by the Client. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Client shall be obliged to fulfill such additional margin requirements.

5. **Receipt & payment of Premium MTM:** The Member will block upfront from the collateral pledged with it the MTM loss on open positions. The Member shall accept from the Client further order, which, if executed, will add to the open positions only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Client shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Client's liability towards MTM loss against the initial deposit maintained in cash by the Client, provided a written request is given by the Client to the Member to this effect. If the Client defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. In case of online transfer of funds (through NEFT, RTGS and IMPS), if Capstocks receive the same before 6:30 pm on Trade (T) day, credit would be given in the ledger (subject to third-party validation) on the same day (T day). Any online transfer received after 6:30 PM on T day will be accounted in the client ledger on the T+1st day accordingly, client will be liable for penalty if any, due to shortfall in payment of margin / MTM. On a written request from the Client, MTM profit (on derivative positions) as per regulations shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Client and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Client.
6. **Liquidation / Close out positions:** If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Client's other outstanding positions, without prejudice to the Member's right to recover the damage from the Client. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.

2.17 Cancellation or modification of the requests:

- 2.17.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the client's request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- 2.17.2 The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Stock Broker is received by the client. However due to technical and other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until the Stock Broker has so confirmed in writing.
- 2.17.3 All the pending orders are cancelled by the exchange, after the market is closed for the day.
- 2.18. The Stock Broker shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address or E-mail Address of the Client not intimated to the Stock Broker in writing. The Client is aware that it is his/her responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the client does not object in writing to any of the contents of such trade confirmation/intimation within reasonable time to the Stock Broker.
- 2.19 The Stock Broker may allow/disallow client from Trading in any security or class of securities or derivatives contracts and impose such conditions for Trading as it may deem fit from time to time.
- 2.20 Client is aware about the rules, bye-laws and regulations of the Exchange and SEBI. Client is aware that dealing at unreasonable prices, making cross deals in illiquid scrips without economic rationale, price rigging and such other acts or trade practices are in violation of the Bye-Laws, Rules, Regulations of the Exchange and SEBI. The client hereby undertakes not to indulge into such malpractices.

- 2.21 The Stock Broker shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, after putting an order or on execution of order/trade on the NEAT /BOLT Plus TWS Trading system, as the case may be. The CLIENT acknowledges that the information sent by Stock Broker by E-mail is deemed to be a valid delivery of such information by the Stock Broker. The aforesaid information regarding order and trade confirmation shall be provided on the device of the CLIENT in case of securities Trading through the use of wireless technology.

3 DEMAT ACCOUNT

- 3.1 The client acknowledges to open, maintain and operate a valid Demat account with the depository participant designated by Stock Broker.
- 3.2 The client acknowledge that the Stock Broker may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more Demat accounts with the depository participant designated by Stock Broker. The client acknowledges that the debit/ credit for all the transactions may be effected in this/these accounts.
- 3.3 The Client also authorizes the Stock Broker to debit charges payable to depository participant for depository services including for pledge, and unpledged of shares to the Trading account of the Client maintained with the Stock Broker.

4. BANK ACCOUNT(S)

- 4.1 The client acknowledge that the Stock Broker may, at any time during the subsistence of any arrangement relating to the subject matter of the presents, require the client to open one or more accounts with a designated bank. The client acknowledges that the debit/credit for all the transactions may be effected in this/these accounts.
- 4.2 The client acknowledge that the Stock Broker shall have the right, at any time during the subsistence of this Terms and Conditions, to give any instructions pursuant to transactions covered under this Terms and Conditions to the banks with whom it has affiliations or any other arrangement, in respect of the account of the client maintained with such bank. The client acknowledge that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the presents.
- 4.3 The client acknowledge that the Stock Broker may reveal certain information available with the Stock Broker in the course of the arrangement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.
- 4.4 The client acknowledge that in the event the designated bank terminates the Terms and Conditions with the client in respect of the bank account maintained by the client with such designated bank, for any reason or informs the Stock Broker of any misdemeanor or transgression by the client in the operation of the account or in any other circumstance resulting in the closure or in operation of the said bank account with the designated bank, the Stock Broker may, at its discretion terminate services to the client and the client shall have no remedy therefrom.
- 4.5 The client confirms that the bank account linked to the Trading account is the valid bank account of the client.

***Change in Information:** The Client shall immediately notify the member in writing or through an agreeable mode if there is any change in the information provided by the Client to the Member at the time of opening of the account or at any other time thereafter. The Client shall provide and continue to provide all details/documents about him/herself/themselves as may be required ,the member including but not limited to PAN Number/ Email Id / Mobile number, and confirm that all such details/documents provided to the member is true and valid.

5 OTHER SERVICES:

- 5.1 Stock Broker through its website www.Capstocks.com or any other means intends to offer various services including the Mutual funds offered through the Exchange platform ("the Services") to the Client. The Client may avail any or all such services that are introduced on or any other application as may be offered (referred as "the Website"). These Services shall include but shall not be limited to transactions for the purchase or sale of shares and securities or an order for the purchase or sale of or

an application for any offer or public issue of shares, scrips, stocks, bonds, debentures, units of any Mutual Fund or any other security or financial instrument, derivative, Small Saving Schemes, Bonds, Fixed Deposits, Public Provident Fund and insurance policies, products and services, whether life or general or otherwise or such other products or services that Stock Broker may in its absolute discretion introduce or offer from time to time (hereinafter referred to as "Investment Products").

- 5.2 The client has satisfied itself of the capacity of Stock Broker to offer services relating to investment by Client in Investment Products and the Client shall continue to satisfy itself of such capacity of Stock Broker before availing any services.
- 5.3 The transactions shall be executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific Investment Product. The client shall be bound by circulars issued by the exchanges, rules regulations and circulars issued under by SEBI, AMFI and relevant notifications of Government authorities as may be in force from time to time. Stock Broker may, from time to time, impose and vary limits on the orders which the Client may place including exposure limits, turnover limits, limits as to numbers etc. The Client agrees that Stock Broker shall not be responsible for any variation or reduction that may be deemed necessary by Stock Broker based on risk perception and other relevant factors or reason for which may not be disclosed to client.
- 5.4 The client shall notify the Stock Broker in writing if there is any change in the information in the client registration form provided by the client at the time of registering as a client for participating in the mutual fund segment of the exchange or at any time thereafter.
- 5.5 The client shall ensure continuous compliance with the requirements of the exchanges / SEBI and AMFI.
- 5.6 The client has read and understood the risks involved in investing in mutual fund schemes and other investment products. The client has read and understood the contents of the Scheme Information Document, Statement of Additional Information and Key Information Memorandum, addendum issued regarding each Mutual Fund Schemes and any other document with respect to which he chooses to subscribe/redeem. The client further agrees to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes from time to time.
- 5.7 The client shall also maintain an account with the depository participant, Capstocks Limited and shall provide to Stock Broker a Power of Attorney if desired by the client authorising Stock Broker to debit/credit client's depository account to the extent required by the transactions conducted by the said client, provided that this requirement may be waived by Stock Broker at its discretion, by suitable modification to the terms and conditions mentioned on the web-site.
- 5.8 Stock Broker, after being satisfied that the pre-requisites have been met by the client, may register the client as a Registered User of the website www.Capstocks.com for availing the Services as may be offered.
- 5.9 Stock Broker shall, open an account (hereinafter referred to as "the account") in the name of the registered user in the books of Stock Broker.
- 5.10 The client shall make an advance payment as may be required towards availing the Services being availed from time to time using the website www.Capstocks.com or any other mode. If for any reason the service request is processed by Stock Broker without receiving advance payment, the Client is obliged to pay the shortfall together with interest in accordance with the stock broker's policies and procedures immediately on demand. Provided that Stock Broker may, at their discretion, at any time during the subsistence of the arrangements described in this Terms and Conditions, dispense with the requirement of advance payment mentioned in this clause, unless such advance is required as part of the Service process, in which case Stock Broker shall not proceed with rendering service on behalf of the client until such advance has been duly paid by the client. Stock Broker shall, after registration, and opening of the account, provide to the registered user, a log-in password which will enable him/her/them to avail of the Services through the said website. The Services shall be available to the registered user subject to the terms and conditions mentioned on the website. The client also acknowledge to indemnify Stock Broker from any loss, injury, claim or action instituted against Stock Broker arising from the misuse of the password by any party Client may use the login-in password(s) as may be already provided to the Client, if the Client is using any of the Service being offered by Stock Broker. If the Client is non-individual, any person logging in for availing the Service shall be deemed to be authorized to transact on behalf of the Client. The Stock Broker shall not be liable for any loss that may result from failure/inability in electronic connectivity of rejection of any application towards the

investment product for any reason whatsoever.

5.11 SUBSCRIPTION:

- 5.11.1 Escrow Account: The client acknowledge to open, if required by the Stock Broker, an escrow account with a bank authorizing Stock Broker, by way of executing a Power of Attorney to this effect, to use the monies therein for availing of Services offered by the stock broker. The client acknowledges that all refunds, if any, shall be credited to the said account. Further, the client acknowledges that all applications subscribed to by Stock Broker on his behalf shall be based on the balances available in the said escrow account. Transfer of funds by the Client from his account with a bank to the designated account of Stock Broker may also be used for fulfilling the Services being availed by the client.
- 5.11.2 The client acknowledges that the use of the “transfer cash” module available on the website shall be treated as a valid request to Stock Broker to transfer cash to/from the said Trading account. Client acknowledges that the funds will be transferred to Client only on Client requesting for the same through www.Capstocks.com or through any other mode.
- 5.11.3 All transfers to and from the escrow account or any other account shall be made in the manner and by following the procedure mentioned in the terms and conditions on the website. All transfers to the Stock Broker shall be made from the bank account held in the name of the Client only.
- 5.11.4 Notwithstanding, anything contained in any other arrangement between the parties hereto, the client authorises Stock Broker to release all payments due to them from the escrow account or any other account that they maintain in accordance with the terms hereof, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions mentioned in the web-site.

5.12 BENEFICIARY OWNER ACCOUNT FOR DEMAT SECURITIES

- 5.12.1 The client has opened or acknowledges opening a valid Beneficiary Owner Account for Demat Securities (Demat Account) with the Stock Broker in its capacity as Depository participant or with any other Depository Participant as may be designated by Stock Broker.
- 5.12.2 The client further acknowledge that all securities due from/to the client on account of any transaction executed pursuant to the Services availed through the website of Stock Broker or otherwise shall be settled only through such Demat Account as has been opened pursuant to this Terms and Conditions and that such settlement shall be valid discharge of obligation by Stock Broker.
- 5.12.3 All modifications to terms of service shall be made solely at the discretion of Stock Broker and shall be intimated to the client by a suitable modification to the terms and conditions on the web site. The registered user agrees to be bound by the modification so made to the web site.

5.13 TRANSACTION PROCESSING

- 5.13.1 The client acknowledge that all transactions requested/initiated through the website or otherwise will be forwarded to the concerned party in whose Investment Product, the Client is dealing with, in accordance with the terms and conditions as displayed on the website and terms and conditions of the respective Investment Product as provided by the party issuing such Investment Product.
- 5.13.2 Stock Broker will update the client with the status of transactions requests received by Stock Broker through the electronic medium. Stock Broker may also send such information/confirmation by electronic mail / SMS or through any other mode as specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement, or any other address as may be specified expressly by the client from time to time, to Stock Broker.
- 5.13.3 The client acknowledge that if, due to any reason whatsoever his transaction request is not accepted / processed, then in such an event the said transaction shall stand rejected and Stock Broker shall not be held responsible in any manner whatsoever. The client acknowledge further that Stock Broker may reject any transactions if the same are rejected by the party issuing the Investment Product or their authorized representatives, the client acknowledge that the order shall remain declined and shall not be re-processed, in any event.

- 5.13.4 Stock Broker may, at their sole discretion, reject any transaction/ application/order/bid placed on the website or any other mode due to any reason including non-availability of funds.
- 5.13.5 The client acknowledges further that Stock Broker shall have the right to reject any transaction placed by the client, for any reason and at any time without notice to the client. Provided that a transaction placed by the client may be rejected by Stock Broker, in the event of impossibility, or pursuant to any of the terms mentioned in this Terms and Conditions, the circulars, rules, regulations, notifications, bye-laws or legislation of any regulatory authority, or pursuant to any terms/arrangement between the client and Stock Broker or the client and the depository participant, whether such arrangement is entered into prior to or during the subsistence of the present Terms and Conditions.
- 5.13.6 The client acknowledge that, if the transaction is not accepted on the website or any other mode, for any reason, Stock Broker shall have the right to treat the transaction as having lapsed. The client acknowledge that Stock Broker shall not be liable or responsible for non-acceptance of the transaction of the Client due to any link/system failure at the end of the client, Stock Broker, Exchange, or any other party.
- 5.13.7 The client acknowledge, that in the event that there is a shortfall in the account opened pursuant to this Terms and Conditions with the bank or the depository participant, Stock Broker may, at their discretion, reject the client's transaction, or reduce the transaction size than that initiated by the client, or carry out the transaction after the money is credited to the client's account.
- 5.13.8 Stock Broker shall have the right to collect any monies or part thereof, that may become payable by the client at any time during the subsistence of the registration of the client with Stock Broker.
- 5.13.9 Stock Broker may at their sole discretion permit clients to use the website for the routing of their transaction irrespective of the amount in balance in the account of the client.
- 5.13.10 The client acknowledge to abide with and be bound by all the Rules and terms and conditions that Stock Broker may issue from time to time through their website or through any other mode, and all the rules, regulations and bye-laws of the Exchange, Securities Exchange Board of India, any other regulatory body, or any other concerned person as are in force for transactions on their behalf carried out by Stock Broker.
- 5.13.11 The Client shall pay all charges to Stock Broker, for the purpose of opening and maintaining the account as aforesaid, and for obtaining the Services in addition to the fees and statutory levies as are prevailing from time to time and as they apply to the client's account with respect to the services that the Stock Broker renders to the client.
- 5.13.12 The Client shall act in compliance with the rules/circulars that Stock Broker may issue regarding the fees that may be charged and the operational details regarding the use of such services.
- 5.13.13 Stock Broker will update all transactions as and when there is any update available at its disposal through its web- site or any other mode.
- 5.13.14 Any and all instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
- 5.14 Clearing and Settlement: Stock Broker will credit the securities due to client on account of any transaction carried out to the Demat account of the client with the designated Depository Participant or as per the terms and condition specified on the site.

6 MAINTENANCE OF TRADING ACCOUNT

- 6.1 The Client has requested and hereby authorizes the Stock Broker to consider his account with the Stock Broker in various exchanges on a consolidated basis along with any sum due under any account with the Stock Broker for the purpose of determining collection/payment of dues with respect to funds securities due to/due from Stock Broker. The client has represented that this will facilitate him in day-to-day operations in movement of funds and securities. In consideration of Stock Broker agreeing to this, the Client acknowledge that if any amount is overdue from/to him including the interest on delayed payment, the same shall be adjusted by the Stock Broker from dues owed to the Client by/from in any exchange. The Client authorizes the Stock Broker to make adjustments and/or to set off a part or whole of the securities placed as margin/collateral, and/or any credit in any account of the

Client so maintained with the Stock Broker against the outstanding dues in any of the account maintained by the Client with the Stock Broker. This authorization is pursuant to the right of set off given to the stock brokers. This authorization shall be treated as standing authorization and any entry passed or adjustments done by the Stock Broker shall be binding on the Client. The client understands and confirms that this authorization forms basis for Stock Broker to give Trading limits and for any other facilities offered by the Stock Broker to the Client. Merely on the ground that according to the rules, bye-laws and regulations of the exchange and SEBI, the Stock Broker is required to maintain segment wise/ exchange wise account of the Client, the Client shall not dispute such entries passed by the Stock Broker, for the purpose of giving effect to this arrangement.

The Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concerns.

- 6.2 The Exchanges require the Stock Broker to maintain the client account for each segment separately. For this purpose, Stock Broker may allocate the payment received from client and payments made to the client to any of the account of the client for any segment. Similarly, the client authorizes the Stock Broker to pass such entries to adjust the debit/ credit balance of the client in Trading account of one segment to the other or vice versa. The client also authorizes the Stock Broker to maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of client account as maintained by the Stock Broker shall be binding on the client. Without affecting the generality of the aforesaid the parties hereto acknowledge as follows:
- 6.2.1 Money pay in to Stock Broker: The client acknowledges that all payments due to the Stock Broker will be made within the specified time and in the event of any delay, the Stock Broker may refuse, at their discretion, to carry out transactions on behalf of the client. The client acknowledge that alternatively, the Stock Broker may, at their sole discretion, square off such transactions or close-out the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Stock Broker shall be from the account of client and shall not be from any third party.
- 6.2.2 Money pay out by Stock Broker: Notwithstanding anything contained in any other Terms and Conditions or arrangement, if any, between the parties hereto, the client hereby authorises the Stock Broker to release all payments due to him from the Trading account maintained with the Stock Broker, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions. For the purposes of this clause, any request made through or on the website or otherwise intimated shall be sufficient for the Stock Broker to execute an instruction. Any payment made to the designated bank account as per information available with the Stock Broker shall be deemed to be payment made to the client.
- 6.2.3 Securities pay in to Stock Broker: All delivery to be effected to the Stock Broker for a trade must be made within 24 hours from the execution of the sale order or 1 day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Stock Broker as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non-delivery of securities on the settlement date on the Exchange. No third party shares will be sold through the Stock Broker or third-party payment should be made to Stock Broker and client will be solely responsible for any violation. If the client has sold any securities in anticipation of receipt of securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.
- 6.2.4 Securities pay out by Stock Broker: The Stock Broker may directly credit the demat account of the client with the depository participant Provided that if the order placed by the client through the website or otherwise is for securities which are in the no-delivery period, such securities shall be credited to the Trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Stock Broker may transfer such securities to a separate client account titled 'client unpaid securities account" or as per Risk Management of Capstocks. The securities kept in the said account shall be transferred to the demat account of the client upon receipt of funds from the client. Non-receipt of funds from the client may entitle the Stock Broker to liquidate/dispose off the securities lying in the said account in the market within five Trading days after the pay-out or as per Risk Management of Capstocks.

6.2.5 Securities shortages in pay in and pay out: The client acknowledge to be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Stock Broker, either through orders placed through the use of the e-broking services and dial- up services of the Stock Broker or otherwise as may be issued by the Stock Broker from time to time. In case of internal shortage of securities, any entry passed to the account of Client in accordance with practice consistently followed by the Stock Broker across all its Clients shall be binding on the Client. Further in case of shortage of securities, the Client authorizes the Stock Broker to borrow shares on behalf of the Client and debit the charges for the same to the Client's account maintained with the Stock Broker.

***Delivery of Commodities**

The client will be responsible for providing the information for the purposes of giving /taking delivery against his/her net open position along with information necessary for giving/taking delivery within stipulated period as specified by the exchanges from time to time. Member shall submit the same to the exchange.

The Exchanges at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Client and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member.

Client shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Client shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory or regulatory charges as prescribed under applicable laws from time to time.

Client shall submit documents such as Invoices, Goods and Services Tax (GST) exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counterparty Client or any other Member of the Exchanges within stipulated period as specified by the Exchanges from time to time.

Client shall be liable to pay Goods & Service Tax (GST) under the local State Value Goods & Service Tax (GST) law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable Goods & Service Tax (GST) law.

The client undertakes and shall ensure to get registered with Goods & Service Tax (GST) authority or any such authorities of such states in which the delivery center is located for the specific commodity as notified by the exchange or other statutory and mandatory details as required by the Member with respect to any open position which is/are not closed out or concluded before the client intends to take or give physical delivery of commodity. In case the client is unable to provide any of the aforesaid invoice/forms/documents/papers, member shall not be responsible for non-delivery or delay in delivery of goods purchased or non-payment or delayed payment of goods sold.

The client acknowledges that the member shall not be responsible for the quality of goods. The client further acknowledges that in case where the client has an open position in a particular contract and the client fails to provide records/ details of Goods & Service Tax (GST) registration and/or other necessary data to member, in such an eventuality, the member shall have the right to close out (square off) the client's position without incurring any liability towards the client or any third party. The client shall be solely responsible for any and all losses or costs (including any incidental costs emanating from such closure of the client's openpositions).

6.2.6 Stock Broker is entitled to consider any sum or money or security/warehouse receipt lying to the credit of the Client as margin received. However, no interest shall be paid by the Stock Broker to the client on such margin/credits lying in client account.

6.3 The client agrees that the Stock Broker may in its turn place any of the securities/ warehouse receipt placed by him/her/it as margin / settlement obligations by way of pledge or margin on behalf of the client to meet their obligation, as the Stock Broker may deem fit with the Clearing corporation or as allowed by the regulator/ Exchanges from time to time. The client authorizes the Stock Broker to do all such acts, deeds and things as may be necessary and expedient for the above purpose as permitted by the exchanges/regulators.

6.4 In case Capstocks is pledging client securities with Clearing corporations or as allowed by regulators / Exchanges from time to time, then client is giving appended consent to Capstocks as specified by NSE (NCL) vide circular ref no. NCL / CMPT /41713 dated July 25, 2019, SEBI Circular No. SEBI/HO/MIRSD/DOP/CIR/P/2020/28 dated February 25, 2020 and SEBI Circular No. SEBI/HO/MIRSD/DOP/CIR/P/2020/88 dated May 25, 2020.

(i) the Said Securities are in existence, owned by the respective clients and are and shall be free from any charge, lien or encumbrance, whether prior or otherwise (ii) that the Said Securities will be subject to the creation of pledge in favour of or for the benefit of Clearing Corporation ("CC") and further that the Securities over which pledge may be created in future would be in existence and owned by clients at the time of creation of such pledge and that the Said Securities to be given in future as security to "CC" would likewise be unencumbered, absolute and disposable property of the clients (iii) that the Clearing Member is authorized to do all such acts and things, sign such documents and pay and incur any such costs, debts and expenses as may be necessary under this Deed of Pledge and the same shall be subject to terms and conditions as contained herein (iv) that the client agrees that the Said Securities shall be subject to the first priority and lien in favour of "CC" to secure, the client's obligations and that the rights or interests of the client with respect to the Said Securities shall be subject and subordinate to the rights, claims and interests of "CC" in respect of the Said Securities (v) that "CC" may invoke the pledge without any reference to or permission of the client and upon receipt of the Said Securities, "CC" may utilize the proceeds in meeting the client's obligations in such manner as it may deem fit and that such invocation of pledge will be final and irrevocable against the Clearing Member and the client (vi) the client shall not make any claims or demands for refund or any reimbursement in relation to the Said Securities.

6.5 **Adjustment of account between segments:**

Notwithstanding anything contrary contained in the Rights and Obligations / Agreement, the Client hereby confirms that the client has executed / desired to execute Rights and Obligations including but not limited to agreement(s) for Trading on the National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE), Multi Commodity Exchange of India Limited (MCX) and/or any other Exchange in cash, currency and derivative segment, the client requests the Stock Broker to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds/ securities in any of the client's account/(s) maintained with the Stock Broker against the outstanding dues payable if any, by the client in any of the client's account/(s) maintained with the Stock Broker. The Stock Broker will have right of lien on the credit balance in any of the client's accounts. Any entries passed by the Stock Broker in accordance with this authorization shall be binding on the client.

6.6 Authority to debit the Demat Account operating charges for the beneficiary account maintained with the Stock Broker: The Client hereby authorizes the Stock Broker to debit the Trading account maintained with the Stock Broker for the demat charges payable from time to time pertaining to the demat accounts held with the Stock Broker. Since, it is inconvenient to give cheques, the Client authorises the Stock Broker to debit the Trading account maintained with the Stock Broker for the demat charges payable to Capstocks as Depository Participant for providing depository services and that any such sum debited to the client's account shall be binding on the Client.

6.7 Authority to debit the Trading Account Opening Charges: The Client authorizes the Stock Broker to debit the Trading account maintained with the Stock Broker for the account Opening Charges for offline Trading Account payable to the Stock Broker and that any such sum be debited to the client's account shall be binding on the Client.

6.8 Trade Tiger Access Charges (applicable for online Trading only): The Client hereby agrees to the Terms and Conditions for the Trade Tiger Access charges, as aforesaid:

1. The Client understands that the Stock Broker is entitled to charge an access fee for usage of the Trading software Trade Tiger provided to the Client.
2. The Client hereby authorizes the Stock Broker to debit the client's account for Rs. 3,000/- and relevant statutory charges towards Quarterly Access Charges for using Trade Tiger and acknowledges that this service would nontransferable.

3. The Client understands that in case the client opts for annual subscription, the charges would be Rs. 10,000/- excluding statutory charges.
4. The Client also understands that the upcoming features in Trade Tiger may carry additional charges and that the said charges are subject to change.
5. The Client understands that the access to Trade Tiger may be deactivated due to, including without limitation, no Trading activity-whether or not the client has logged into the systems, nonpayment of charges, misuse of systems, or any other reason at the sole discretion of Capstocks.
6. The Client acknowledges that the Access charges would be adjusted against the brokerage generated in the client's account over the subscription period. The Client also acknowledges that in case brokerage generated is less than the Access Charges then the balance would not be refundable.

- 6.9 Mandate to issue contracts, Statement of Funds and Securities and registration form through E-mail ID: The Client understands and agrees that in compliance of the obligations contained in the said Rights and Obligations, Capstocks sends electronic communication including digitally signed contract notes, Statement of Accounts, bills as well as registration form and other communications (hereinafter referred to as electronic communications) on the email address provided in the KYC to the Stock Broker. The Client understands that the acceptance of the below mentioned terms and conditions through the electronic form shall be construed as a valid acceptance and shall be binding on the client. The Client hereby agrees and gives consent to accept the contract notes for transactions carried on by the client with/through the Stock Broker, in Digital form. The Client undertakes to verify the contract notes sent by the Stock Broker. If any discrepancy is observed the same shall be forthwith brought to the notice of the Stock Broker immediately. Non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. Digital contract notes / any statements / circulars / notice issued would be sent to the email id as mentioned in KYC. In case of any change in Email ID, the Client will communicate to the Stock Broker through a physical letter. The Client understands that non receipt of bounced mail intimation by the Stock Broker shall be considered as a valid delivery and the Stock Broker shall not be responsible for the consequences thereof. In case of any discrepancies if any, would be sent to the branch or to E- mail helpdesk@Capstocks.com. Digital Contract Notes will also be available at URL <https://www.capstocks.com> In case of any announcement and notices, the client will raise the query within the time specified in the respective communication. If the client is not able to respond within the time specified, it shall be assumed that the client have taken the note of the communication and the client do not have any objection and/or query on the said communication. Feedback or objections would be raised by sending an email to helpdesk@Capstocks.com or any other specified email mentioned in the communication.
- 6.10 The Client confirms that all other terms and conditions mentioned in the Rights and Obligations, including all voluntary clauses and confirmations, accepted by the Client shall continue to remain binding.

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Client acknowledges that he has the required legal capacity and is authorized to enter into this Terms and Conditions and is capable of performing his obligations and undertakings. Also the client hereby warrants that the terms of the presents are not in contravention of any rights of any party with whom such client has any arrangements, at any time during and prior to the execution of this Terms and Conditions.
- 7.2 All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this Terms and Conditions with all applicable laws, shall be completed by the client prior to such transaction being entered into.
- 7.3 Any instructions given by an Authorised representative of the client to the Stock Broker or to Stock Broker's representative, shall be binding on the Client.

- 7.4 The client acknowledge that he is Trading for his own account and shall not act as a Authorized person of the Stock Broker without the prior written permission of the Stock Broker and without obtaining the certificate of registration from the Securities and Exchange Board of India (SEBI).
- 7.5 Though the Terms and Conditions have been divided into sections governing transactions in various segments/services, the Terms and Conditions shall be binding on the parties in its entirety. Entering into this Terms and Conditions governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the Stock Broker.
- 7.6 The client warrants that he has, maintained and operates a valid account with a designated bank for execution of orders through the E-broking facilities or otherwise.
- 7.7 The client acknowledge to provide and continue to provide all details about themselves as may be required by the Stock Broker including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the Stock Broker are true.
- 7.8 The client represents and warrants to the Stock Broker that all the information provided and statements made in the clients account application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the client is aware that the Stock Broker has agreed to provide the Stock Broker's service to the client on the basis inter-alia, of the statements made in client's account application.
- 7.9 The Client expressly permits the Stock Broker to share information relating to the Client with its group/associated companies/sister concerns for the purpose of updating its records and also for any other purpose.
- 7.10 The client agrees to inform Capstocks, of change in the details mentioned in the client registration form either by submitting the application in a physical for or by requesting the change through the secured access with the client's login id and password.
- 7.11 The client acknowledges that the E-broking services may involve the services of third party service provider and may influence the nature, and quality of service which the clients avail from the stock broker. The Stock Broker shall not be responsible for the quality or availability of such services
- 7.12 The client assumes complete responsibility for the safe custody and usage of device used for Trading though the wireless technology and losses arising there from. The client further acknowledges that he will not hold the Stock Broker responsible in case of improper usage of the device by any person other than himself.
- 7.13 The client warrants that all or any securities deposited by him with the Stock Broker in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances.
- 7.14 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Stock Broker or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Stock Broker nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 7.15 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

8 FEES AND BROKERAGES, DEFAULT BY THE CLIENT, TERMINATION AND ARBITRATION, etc. TERMS OF CONSIDERATION

- 8.1 COMMISSIONS AND BROKERAGE: All commissions and charges leviable on transactions in securities pursuant to this Terms and Conditions shall be payable as mentioned below;
- 8.2 The Client acknowledge to pay the Stock Broker brokerage, commission, fees, Goods and Services Tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he/she receives from the stock broker. The Stock Broker shall charge brokerage to the clients at a rate as mentioned on the website or otherwise and intimated and agreed upon by the client.

8.3 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Stock Broker to the Client from time to time upon request by the Client subject to the terms and conditions on the website

8.4 **USER FEES / OTHER CHARGES:**

The client acknowledge that the Stock Broker may charge user fees for the use of any other service, at a rate mentioned on the website and intimated and as may be modified from time to time. The Stock Broker may charge the client on account of processing cost associated with issuance of physical contract note in case where the client has opted for electronic contract note. The Stock Broker may charge any other relevant charge in the manner intimated on the website or in any other manner from time to time including but not limited to Trade Commissions, Goods and Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.

8.5 The Client also acknowledge and authorizes the Stock Broker, upon receipt of intimation from the designated depository participant, to debit the Trading account of the client towards depository charges payable by the client to the designated depository participant and make onward payment to the designated DepositoryParticipant.

8.6 All references to the specific quantity/rate/fee mentioned in this Terms and Conditions are subject to change from time to time, as so agreed to in writing between the parties.

9 DEFAULT AND CONSEQUENCES THEREOF

9.1 The client acknowledge that he shall be deemed to have defaulted the terms of this Terms and Conditions in circumstances including but not restricted to the following:

9.1.1 Any delay in payment of margins, charges or delivery in respect of this Terms and Conditions for transactions executed on behalf of the client.

9.1.2 Any contravention of the terms contained in this Terms and Conditions or on the web site.

9.1.3 Any misrepresentation or false statement or omission, or misleading information supplied by the client to the Stock Broker.

9.2 In the event of default under this Terms and Conditions by the client, the Stock Broker shall be entitled to any or all of the following courses of action.

9.2.1 Immediate termination of this Terms and Conditions and terminations of provision of services in terms of this Terms andConditions;

9.2.2 Other remedies as may be available in terms of the law in force, at that point of time.

9.2.3 Arbitration in terms of this Terms and Conditions.

9.2.4 Charge of an amount that shall not exceed the actual losses incurred by the Stock Broker consequent to the default along with the interest at market rates.

9.2.5 The client acknowledge, that without prejudice to any other remedy or right prescribed in the presents, the Stock Broker may levy various charges, statutory levies, delay pay in charges in accordance with the stock broker's policies andprocedures.

In the event of a default of a Member, the Client's money shall not be utilized to meet the Member's liabilities. In such cases, the Client's positions shall be adjusted as per the provisions of the Rules, Byelaws, and Regulations of and Business Rules of "Exchange". The loss, if any, caused to the Client because of such action would be recoverable by the Client from the Member.

In the event of failure of the Client to fulfill his obligations to the Member, the Exchange, or the clearing house, the Client's position may be closed out and the money, if any, of the Client available with the Member or with any other Member or the Exchange, may be adjusted against the Client's liabilities / obligations.

The client acknowledges that the Stock Broker does not guarantee performance of any clearing house/clearing corporation to the client. The client further unconditionally acknowledges and confirms that In the event of a default of/failure of settlement guarantee by any Clearing House/Clearing Corporation, Stock Broker does not assure completion of settlement of any trade(s) and shall not be liable for any of the losses incurred due to such default. The obligation of Stock Broker to meet client obligations shall be, inter alia, subject to receipt of payment and/or security from the Clearing House/ Clearing Corporation.

The Client acknowledges that the Stock Broker shall not be liable for any loss on account of any margins or deposits or money or assets with a bank or clearing corporation with whom margins or deposits or money have been deposited.

10 SET -OFF

- 10.1 The client authorises the Stock Broker to block securities against pending order or pledge securities in favor of the Stock Broker against any of his dues, provided that this requirement may be waived by the Stock Broker, at its discretion, by suitable modification to the terms and conditions.
- 10.2 The Stock Broker may debit client's Trading Account towards monies, fees, charges etc. payable to Capstocks /service provider or to any affiliates / subsidiaries of Capstocks, in case of any facilities availed by the client through such service providers/ subsidiaries/affiliates.

11 VERIFICATION: Stock Broker may adopt any such processes or procedures to verify the genuineness of the client and the documents submitted by the client from time to time and client acknowledge to comply with such processes and procedures. Such processes and procedures may involve appointment by Stock Broker an outside agency.

12 INVESTMENT OR ANY OTHER ADVICE

- 12.1 The client acknowledge that the Stock Broker shall not be required to provide the client with any form of legal, tax, investment or accounting related advice or advice regarding the suitability or profitability of a security or investment.
- 12.2 The client acknowledges that none of the services available on the website or through any literature or brochure issued by the Stock Broker shall amount to investment advice on the part of the Stock Broker.
- 12.3 The Client also acknowledges that the Stock broker's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Stock Broker or any of its employees.
- 12.4 The Client acknowledge that in the event of the Stock Broker or any employee or official of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker shall not be liable or responsible for the same.
- 12.5 The Stock broker, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.
- 12.6 The Client assumes full responsibility with respect to his Decisions, Investments, and transactions.

13 MISCELLANEOUS

- 13.1 The singular shall include the plural where the context so admits and vice versa.
- 13.2 The masculine shall include the feminine and the neutral and vice versa.
- 13.3 The client acknowledge to abide by operational procedures laid down by Stock Broker regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the web site.
- 13.4 Words and expressions which are used in this Terms and Conditions, 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 of the Exchange & circulars issued there under. Further, provisions of this Terms and Conditions shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made there under and as amended from time to time.

14 MODIFICATIONS

- 14.1 All modifications to this Terms and Conditions shall be made in accordance with the SEBI / Exchange requirements and shall be intimated to the client by a suitable modification to the terms and conditions or other

applicable section on the website or in any other manner. All modifications to the voluntary clauses shall be modified by giving notice of 15 days to the client, In the event where the client has not objected to revised terms within 15 days of receiving the notification, the same shall be binding on the client.

- 14.2 The client acknowledge that a modification to the information in the terms and conditions section on the web- site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.

15 ASSIGNMENT:

The client acknowledge that the Stock Broker may during the subsistence of these presents, assign, transfer or otherwise alienate, by executing Terms and Conditions or in any other manner, all or any of its rights and/ or obligations in accordance with the exchange or regulator's requirements terms of this Terms and Conditions to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Stock Broker under this Terms and Conditions or any amendment or modification hereto shall vest and ensure for such assignee after the same is informed to the client pursuant to the regulatory permissions granting such transfer or alienation

16 NO WAIVER:

The failure on the part of Stock Broker from taking any action against the client for any breach or breaches of the Terms and Conditions shall not constitute a waiver by the Stock Broker of any subsequent or continuing breach thereof by the client.

17 INDEMNITY

- 17.1 The Stock Broker shall be indemnified by the client in case of any action initiated against the Stock Broker by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Stock Broker may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.

- 17.2 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, the Stock Broker may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

- 17.3 The client is aware that authentication technologies and strict securities measures are required for internet Trading/ Securities Trading through wireless technology through order routed system and undertake to ensure that the password of the client and/or their authorized representatives are not revealed to any third party. The client also acknowledge to indemnify the Stock Broker from any loss, injury, claim or any action instituted against the Stock Broker arising from the misuse of the password by any party.

- 17.4 The client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, as a result of bad delivery of shares/securities and/or as a result of fake/forged/stolen shares/securities/ transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.

18 FORCE MAJEURE:

The Stock Broker shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of Trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

19 SEVERANCE:

In the event of any one or more of the provisions contained in this Terms and Conditions becomes invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity,

legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

- 20** The Client dispenses with the requirement of sending any communication in physical form if opted for electronic mode of communication or as may be required by law. Any communication sent by the Stock Broker in electronic form to the known E-mail address or mobile number of client or through access to the website of Stock Broker described in this agreement shall be binding on the client.

21 NOTICES:

All notices, correspondences or communications issued under this Terms and Conditions shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the party to this Terms and Conditions such as:

- a) by handdelivery
- b) by post
- c) by registered post
- d) under certificate of posting
- e) by telegram
- f) by electronic mail or fax
- g) by affixing it on the door at the last known business or residential address.
- h) by oral communication to the party or on the last known telephone number or on the recording machine of such number.
- i) by advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- j) By notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Stock Broker to the Client shall be deemed to have been properly delivered or served, if such communication is returned to the Stock Broker as unclaimed / refused
/ undelivered, if the same was sent in any one or more of the above modes of communication to the ordinary place of residence and/or last known web address / residing address and/ or at the ordinary business address of the party to this Terms and Conditions.

22 TERMINATION:

- 22.1 Unless specified otherwise, both parties shall be entitled to terminate this Terms and Conditions at will and without giving any reasons to the other party but not without giving a notice in writing of not less than 30 days that shall be dispatched to the address mentioned in this Terms and Conditions. However, such cancellation or termination shall not have any effect on any transaction(s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this Terms and Conditions, and / or the terms and conditions as prescribed.
- 22.2 This Terms and Conditions shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.
- 22.3 In the event of a Governmental action or action from any regulatory authorities debarring the Stock Broker from carrying on business or rendering it impossible to transact the business or broking or E-broking, this Terms and Conditions shall stand terminated.
- 22.4 The termination of this Terms and Conditions shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.