

# Welcome to **SHARE WISE**

*To Rise...*

*Be with Share Wise*

## **CLIENT REGISTRATION FORM**

### **Basic Details:**

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

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

**Father's Name:** \_\_\_\_\_

**Client Address:** \_\_\_\_\_

**PAN Card No:** \_\_\_\_\_

**E Mail Id:** \_\_\_\_\_

**Bank Account No:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Branch:** \_\_\_\_\_

**Contact No. with STD Code:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Depository Name:** \_\_\_\_\_

**Depository ID:** \_\_\_\_\_ **Client ID:** \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_



8. Verification, attestation of the Signatures of Partners by bank
9. Copies of Balance Sheet for last 2 financial years (Copies of annual balance sheet to be submitted every year)
10. Photographs of Partners and/or persons authorized to deal in securities on behalf of the Firm

#### **FOR CORPORATES**

1. Address proof
2. Copy of PAN Card of the company
3. Copy of PAN Card / Passport / Voter ID / Driving License of director / authorized signatories
4. Certified true copy of annual report for the last year.
5. Proof of the Demat Account.
6. Proof of Bank Account
7. Verification / attestation of signature of the directors by the bank
8. Copies of the balance sheet for the last 2 financial years (Copies of annual balance sheet to be submitted every year)
9. Copies of the Memorandum & Articles of Association
10. Proof of date of incorporation
11. Photographs of whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in securities on behalf of the company.
12. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the Company Secretary/Whole Time Director/M.D. (Copy of updated shareholding pattern to be submitted every year)
13. Copy of the Resolution of Board of Directors approving participation in commodity / derivatives trading and authorizing persons for dealing in securities.
14. Board Resolution authorising the company official to execute all the deeds/operation with the exchange on behalf of the Co.

#### **FOR HUF**

1. Copy of PAN Card (Mandatory) of HUF & KARTA (Both Required)
2. Self declaration by Karta (on the Letter Head)

# Do's and Don'ts while dealing in Securities Market

Dear Client

You are request to go through carefully and understand the following do's and don'ts before you start dealing in securities market:

## DO's : PRE ACCOUNT OPENING

1. Always deal with market intermediaries registered with SEBI/Exchanges.
2. It is very important that one should make himself/herself familiar with the rules, regulations, byelaws and circulars issued by Stock Exchanges/SEBI before entering into and/or carrying out any transaction,
3. Transact only through Stock Exchanges.
4. Please carry out due-diligence before registering as client with any intermediary. Clients should carefully read and understand the contents stated in the Risk disclosure document, which forms part of investor registration requirement for dealing through brokers in stock market.
4. Clear all your doubts by raising your queries with the Relationship Manager prior to opening an account.

## DON'TS : PRE ACCOUNT OPENING

1. Do not start trading until you have read and understood the Risk Disclosure Document and Member-Client Agreement.

## DO's : ACCOUNT OPENING

1. Please read and understand and there after execute the Member-Client Agreement with Share Wise setting out the terms and conditions clearly.
2. Enter accurate and complete details in the form, fill up all fields. Do not leave any spaces blank.
3. All information provided should be factually correct and accurate since this will form the basis of your relationship with Share Wise Equity Brokers Pvt. Ltd.
4. Read and understand every document in the Registration kit carefully before signing.
5. Please provide accurate Email ID, Client ID, DP ID, Mobile Number, Contact Details and Bank account number.
6. The correspondence address should always be updated.
7. Submit your Permanent Account Number (PAN)
8. Understand the utility of maintaining a running account before signing the authorization for the same. Maintaining a Running Account with us is not compulsory.

9. Ensure that all details are correctly mentioned in the welcome letter sent after account opening

## DON'Ts : ACCOUNT OPENING

1. Do not sign the Member-Client Agreement without clearing your doubts in respect thereof.
2. Do not fill in wronged incomplete details. Do not overwrite, cancel, miss spell the details.

## DO's : PRE TRADING

1. 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.
2. Assess the risk-return profile of the investment as well as the liquidity and safety aspects before making and/or acting upon your investment decision.
3. Make investments based on your sound reasoning, after taking into account all publicly available information, fundamentals and information made available.
4. Check the veracity of the information available.
5. Access the websites of Companies and Regulators for information.
6. Keep copies of the Member Client Agreement and your trading account related documents.
7. Familiarize yourself with the rules, regulations and circulars issued by stock exchanges/SEBI before carrying out any transaction
8. Ask all relevant question and clear your doubts with your broker before transacting
9. Please be informed that there are no guaranteed returns on investment in stock markets. Investments in Capital Market are subject to market risk, F&O and CDS.
10. Ensure that you have adequate balance before you buy.
11. Ensure that you are holding securities before you sell.
12. Exercise due caution while trading in illiquid shares or penny stocks or Z, T2T category stock.

## DON'TS : PRE TRADING

1. Do not trade in any product without knowing and/or understanding the associated risks and rewards.

2. Do not be influenced by information which is not originating from an appropriate source.
  3. Do not believe any promises made about Assured Returns by Share Wise Equity Brokers Pvt. Ltd. employees or Sub-Brokers or Authorized Persons or Marketing Associates.
  4. Do not rely on any implicit/ explicit promise made by the issuer or any third party on returns.
  5. Do not be influenced into buying fundamentally unsound companies (penny stocks) based on sudden spurts in trading volumes or prices or non-authentic favorable looking articles/stories.
  6. Do not match / synchronize trades with any other person for any thinly traded shares.
  7. Do not be misled by rumors circulating in the market.
  8. Do not indulge in any trading activity which results in disturbance of market equilibrium in any manner including manipulation of price of any scrip.
  9. Do not follow the herd or play on momentum it could turn against you.
  10. Do not be misled by so called hot tips.
  11. Do not undertake deals for others or trade on your own name and then issue cheques from family members/friend accounts.
  12. Do not pay in cash or do not issue a cheque in the name of any employee of Share Wise or any other person in respect of the transactions.
  13. Do not get carried away by luring advertisements, if any.
  14. Do not try to time the market.
  15. Do not leave signed blank delivery instruction slips(DIS) of your depository account lying around carelessly or with anyone.
  16. Do not sign blank DIS and keep them with Depository Participant or broker to save time. Remember your carelessness can be your peril.
  17. Do not invest based on Bull Run of the market index/scrips of other companies in same industry/issuer company.
  18. Do not start trading before reading and understanding the Risk Disclosure documents.
  19. Don't get misled by guarantees of repayment of your investments through postdated cheque.
- the market and margin calls on them. In case of inadequate margin or nonpayment of margin in your account, your positions will be squared off by the Risk Management Team.
4. Please bear in mind that while it is our endeavor to inform you incase of a margin call, it is your responsibility to maintain margins Share Wise Equity Brokers Pvt. Ltd. will square up outstanding position in case of shortfall in margin and delay in payments.
  5. Maintain secrecy of your password in case of Internet trading, since you will be solely responsible for all transactions effected from its usage.
  6. The password should be distinct & periodically changed to ensure security.
  7. If at any point of time you receive response for resetting password against request which has not been made by you, please call us at Share Wise Customer Care Help desk immediately.
  8. Following is the procedure for handling short deliveries in case the seller client fails to deliver securities in our Pool account within specified pay-in time limit against his/her pay-in/selling obligation:
    - (a) The short delivering client is debited by an amount equivalent to 10% above the closing rate of the day prior to Pay-in/Pay-out day. The securities delivered short are purchased from the market on T+3 day which is the Auction day on Exchange, and the purchase consideration is debited to the short delivering seller client along with the reversal entry of provisional amount debited earlier.
    - (b) If securities can not be purchased from market due to any force majored condition, the short delivering seller client is debited at the closing rate + 10%. 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.

#### **DO'S : TRADING**

1. Call on the landline numbers of your local branch and give clear and unambiguous instructions while placing orders over the phone. In case you visit the branch office, kindly give your orders in writing.
2. Be vigilant in your transactions.
3. Be aware of the risk associated with your Cash Market and Futures & Options CDS positions in

#### **DON'TS TRADING**

1. Do not give instructions which are not clear. They should be given verbally over recorded phone lines or in writing.
2. Do not forget to take note of risks involved in the investment.
3. Do not reveal your password to any other person.
4. Do not engage your self in any activity which is in the nature of intermediary such as sub-broker without proper registration with SEBI/Exchanges.

## DO's POST TRADING

1. Insist and ensure that for every executed trade you receive duly signed contract note from your broker, highlighting the details of the trade, trade time and number, transaction price, brokerage along with your unique client-id, broker's name. Please note that the details of every executed trade are posted on our website [www.sharewise.in](http://www.sharewise.in) in the form of digital contract notes on a daily basis. Access the website, wherever possible and satisfy yourself in respect thereof.
2. Verify all details in contract notes, immediately on receipt. If you find any discrepancy, write to us at [investorgrievance@sharewise.in](mailto:investorgrievance@sharewise.in)
3. Check your email account mentioned in the 'Know Your Client' form daily. All your account related information including trade confirmation, Contract Notes and margin calls will be emailed to you.
4. Cross check details of your trade with details as available on the Exchange website. [www.nseindia.com](http://www.nseindia.com) and [www.bseindia.com](http://www.bseindia.com).
5. Insist on periodical statement of accounts for your scrutiny.
6. Pay the margins within the prescribed time. Collect/pay, your mark to market margins, on your positions, on a daily basis, from/to your Broker.
7. Ensure receipt of payment/deliveries within one working day of payout.
8. Deliver the shares in case of sale or pay the money in case of purchase before the pay-in day.
9. For payments, issue only crossed account payee cheque/DD/PO in name of Share Wise Equity Brokers Pvt. Ltd. ensure to write your full name on the back of the cheque & sign so as to disallow incorrect credit to any other account.
10. In case of disputes, please write to us at [backoffice@sharewise.in](mailto:backoffice@sharewise.in)
11. Clients should deliver securities for pay-in in our pool account and for margin in our beneficiary account only. Management shall not be responsible for any delivery of securities to any third party Demat account including Demat accounts of our sub brokers, employees, business development representatives and

business partners etc. of our sub brokers, employees, business development representatives and business partners etc.

## DON'TS POST TRADING

1. Do not believe if Share Wise Equity Brokers Pvt. Ltd. representative tells you that margins are not required or payments on time need not be made.
2. Do not hesitate to approach Share Wise Equity Brokers Pvt. Ltd. Helpdesk can be contacted at 011-47006200.  
Email id : [investorgrievance@sharewise.in](mailto:investorgrievance@sharewise.in)
3. Do not delay payment/deliveries of securities to Broker/Sub-Broker.
4. Do not accept unsigned contract note or contract note signed by any unauthorized person.
5. Do not pay more than the agreed brokerage to the intermediary.
6. Do not sign blank delivery instruction slip(s) while meeting security pay in obligation
7. Don't forego taking due documents of transactions, in good faith even from people whom you know.

## DO'S DEPOSITORIES

1. Handle Delivery Instruction Slips (DIS) Book issued to you carefully.
2. Insist that the DIS numbers are pre-printed and your account number (client id) be pre-stamped.
3. While sending securities for Demat, record the distinctive numbers of the securities sent.
4. Check the Demat performance of the issuer company with your DP before deciding to send certificates for Demat.
5. Scrutinize minutely both the transaction and the holding statements that you receive from your depository participant.
6. Always mention the details like ISIN, number of securities accurately. If in doubt, contact Depository Participant or your broker.
7. Authorize any corrections, over-writing or cancellations on the instruction slips by signing against the same.

8. Ensure that all joint holders of the Demat account sign the slip.
9. If there is space for multiple instructions and it is not used fully, please strike out the blank space furnishing securities details.
10. Avoid over-writing, cancellations, misspellings, changing of the name and quantity of securities.
11. In case you are not transacting frequently make use of the freezing facilities provided for your depository account.

### DON'Ts DEPOSITORIES

1. Do not Issue depository delivery instruction slip from any other family members/friends accounts. Issue the DIS only from your own depository account,
2. Do not sign blank Delivery instruction slip(s) while meeting security pay in obligation.


### Disclaimer:

The information has been compiled to present the Client with a broad understanding of the subject and is general in nature. The contents do not purport to explain or interpret Acts, Circulars, Rules, Regulations and Guidelines. This information is not intended as a source of advertising or solicitation and the contents of the same should not be construed as legal advice. Readers should take specific advice from qualified professionals when dealing with specific situations and should not consider this as an invitation for a broker client relationship.

### BROKER CLIENT

We make no warranty of any kind with respect to the subject matter included herein. We are not responsible for any actions (or lack thereof) taken as a result of relying on or in any way using information contained herein and in no event shall we be liable for any damage or loss resulting from reliance on or use of this information. Without limiting the above we shall each have no responsibility for any act, error or omission, whether such acts, errors or omissions result from negligence, accident or any other cause.

I hereby acknowledge that I have read and understood the above Do's and Don'ts.

Signature :  14/50

Client Name : .....

Place : .....

Date : .....



**From the team at Share Wise Equity Brokers Pvt. Ltd.**

**Share Wise Customer Care Helpdesk**

Phone : 011-47006200 Fax : 47006222 • Email : [investorgrievance@sharewise.in](mailto:investorgrievance@sharewise.in) • Website : [www.sharewise.in](http://www.sharewise.in)

Dear Customer,

Welcome to SHARE WISE EQUITY BROKERS PVT. LTD.

We look forward to your becoming one of our client and to the pleasure of serving you. We request you to complete the relevant forms, the Member-client agreement and submit the required legible and self attested documents.

Disclosure pursuant to NSE Circular No. NSE / INSP / 2006 / 52 dated 5th July, 2006 & BSE Circular No. 20060704 - 6 dated 4th July 2006 Documents required as per SEBI Circular No. SEBI/MIRSD/DPS-1/CIR-31/2004 dated 26-8-2004 Read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009

This prospective clients are informed regarding Compulsory documents as under :-

### MANDATORY DOCUMENTS DOCKET A

S. No.	Document Description	Page No.
(i)	Know Your Client (KYC) Form (Annexure A for Karta and Proprietor)	1-4
(ii)	Member Client Agreement-NSE	5-7
(iii)	Member Client Agreement-BSE	8-10
(iv)	Combined Risk Disclosure Document (NSE/BSE)	11-14
(v)	Investor's Rights and Obligations-Annexure-1	15-16
(vi)	Policies & Procedures	17-20

### NON-MANDATORY DOCUMENTS DOCKET B

S. No.	Document Description	Page No.
(ix)	Supplemental Member client Agreement ( ITORS TRADING)	21-26
(x)	Internet Trading Agreement (NSE)	27-28
(xi)	Running Account Authorisation	29
(xii)	Standing Instruction/Authorisation Letter NSE/BSE	30
(xiii)	Authority Letter for Authorised Person	31
(xiv)	Disclosure Information	32
(xv)	Letter for Contract Notes / E-mail and SMS	32

I/We have fully understood the distinction and details regarding the Mandatory/Non-Mandatory and do hereby enter and sign the same and agree not to call into question the validity, enforce ability and applicability of any voluntary agreement(s)/document(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances what so ever.

Place : .....

Date 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

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\_\_\_\_\_  
SIGNATURE

## Client Registration Form : Individual Client

**ShareWise**

**SHARE WISE EQUITY BROKERS PRIVATE LTD.**

Registered Office: F-14/16, Model Town-II, Delhi-110009  
 Ph.: +91-11-47006200 Fax: +91-11-47006222  
 Email : investorgrievance@sharewise.in Website : www.sharewise.in

Member - NSE/BSE  
 NSE CM (SEBI Registration Number: INB 231332033)  
 NSE F&O (SEBI Registration Number: INF 231332033)  
 BSE CM (SEBI Registration Number: INB 011332039)

**Currency Derivatives**  
 TM (SEBI Registration Number : INE 231332033)  
 CM (SEBI Registration Number : INE 230663732)  
 CM Name: Globe Capital Market Limited  
 Registered Office : 609, Ansal Bhawan,  
 16, KG Marg, New Delhi-110001  
 Phone : +91-11-30412345

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PHOTOGRAPH

Sign across the photograph

Dear Sir,

We request you to register us as our client. The details of Registration is as under :

<b>1.</b>	<b>Full Name</b>											
<b>2.</b>	<b>IT Permanent Account No. (PAN CARD No.)</b>											
<b>3.</b>	<b>Sex</b>	Male	Female									
<b>4.</b>	<b>Date of Birth / Age</b>	D	D	M	M	Y	Y	Y	Y			
<b>5.</b>	<b>Marital Status</b>	Married	Unmarried									
<b>6.</b>	<b>Residence Address</b>											
		City						PIN Code				
		State						Country				
		Mobile No.						Fax No. (with STD Code)				
	Residential Status:	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Others _____										
	Nationality											
<b>6.1</b>	<b>Correspondence Address</b>											
		City						PIN Code				
		State						Country				
	Telephone No. (with STD Code)						Mobile No.					
	E-mail ID (Compulsory) For Digital contract note						Fax No. (with STD Code)					
<b>7.</b>	<b>Details of Bank Account (Through which transactions will generally be routed)</b>											
	Name						Name					
	Address						Address					
	Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRI <input type="checkbox"/> Others					Account No.					
	(Copy of a canceled Cheque leaf/pass book/bank statement containing name of the constituent should be submitted.)											
<b>7.1</b>	<b>Depository Account Details (Through which transactions will generally be routed)</b>											
	Depository Participant Name						Depository Participant Name					
	DP ID						DP ID					
	Client ID						Client ID					
	Address						Address					

<b>8. Occupation</b> (Tick whichever is applicable)	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Business Professional <input type="checkbox"/> House- Wife <input type="checkbox"/> Others				
<b>9. If Employed: Name of Employer</b>	Name of Employer				
	Office Address				
	City		PIN Code		
	State		Country		
	Telephone No. (Office)		Mobile No.		Fax No. (with STD Code)
<b>10. If Self Employed / Business / Professional/Others</b>	Name of the establishment:				
	Office Address				
	Telephone No. (Office)				
<b>11. Financial Details of the Client</b>	Income Range (Per Annum) <input type="checkbox"/> Below Rs. 1,00,000.00 <input type="checkbox"/> Rs. 10,00,000.00 to 25,00,000.00 Tick Where Applicable <input type="checkbox"/> Rs. 1,00,000.00 to Rs. 5,00,000.00 <input type="checkbox"/> Above Rs. 25,00,000.00 <input type="checkbox"/> Rs. 5,00,000.00 to 10,00,000.00				
<b>12. Investment/Trading Experience</b>	<input type="checkbox"/> No Prior Experience <input type="checkbox"/> _____ Years in Derivatives <input type="checkbox"/> _____ Years in Stocks <input type="checkbox"/> _____ Years in other investment related fields				
<b>13. Trading Preference</b>	<b>A Stock Exchanges on which you wish to trade (If the member is registered for such Exchanges):</b>				
	1. <input type="checkbox"/> NSE (Please Sign.....)				
	2. <input type="checkbox"/> BSE (Please Sign.....)				
	<b>B Market segments you wish to trade (if the member is registered for such segment):</b>				
	1. <input type="checkbox"/> Capital Market Segment (Please Sign.....)				
	2. <input type="checkbox"/> Derivatives Segment (Please Sign.....)				
	3. <input type="checkbox"/> Currency Derivatives Segment (Please Sign.....)				
<b>14. Whether registered with any other broker-member: (if registered with multiple members, provide details of all)</b>	Name of Broker:				
	Name of Exchange:				
	Client code no.(as given by the other broker):				
<b>15. Details of any action taken by SEBI/Stock exchange/any other authority for violation of laws / other economic offences.</b>					

<b>16. References</b>	
	Introduction: Introduced by another constituent / director or employee of trading member / any other person (please specify)
	<b>Name of the Introducer:</b>
	<b>Address</b>
	<b>Signature</b> <span style="float: right;"><b>PAN of introducer</b></span>
	<b>Name and designation of the employee who interviewed the client:</b>
	<b>Name</b>
	<b>Address</b>
	<b>Designation</b> <span style="float: right;"><b>Signature of the employee:</b></span>
<b>17. Declaration</b>	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.



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Signature \_\_\_\_\_

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

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

- a) The Constituent agrees to pay the brokerage charges, NSE/BSE related charges, statutory charges/taxes and any other charges (including but not limited to security handling charges on settlement) as they exist from time to time and as they apply to the Constituent's account, in respect of trades/transactions and services that the Constituent receives from the Member. The brokerage shall be paid in the manner intimated by the Member to the Constituent from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax/securities transaction tax as may be applicable from time to time on the same. The Constituent further agrees to pay any applicable taxes that may be levied on the transaction.
- (b) The Member shall debit the charges of the depository participant for the trades and the bank charges for the realisation of cheques etc. to the Constituent account.
- (c) Notwithstanding anything contained in these Terms, any amounts which are overdue from the Constituent to the Member will be charged delayed payment charges at the rate of [2%] per month or such other rate as may be determined by the Member and notified on the web site and the Constituent hereby authorises the Member to directly debit the same to the account of the Constituent.

#### Brokerage in Capital Market Segment

Brok. Type	NN / BR		NW / BO		NA / BA	
	Fixed	Min.	Fixed	Min.	Fixed	Min.
Normal						
Delivery						

#### Brokerage in Future & Option Market Segment / Currency Derivatives

Brok. Type	Fixed (%)	Minimum (%)	Expiry (%)
All Type			

Charges Other than Brokerage	Yes	No
Service Tax on Brokerage		
Other Statutory Charges		
Service Tax Statutory Charges		
Transaction Charges		
Service Tax on Transaction Charges		
Bank Charges		
Service Tax on Bank Charges		
Demat		
Service Tax on Demat Charges		
Delayed Payment Charges		
Service Tax on Delayed Payment Charges		

and Other Charges as applicable.

Client Name .....

Client Signature .....  9/50 .....

## MEMBER - CLIENT AGREEMENT - NSE

This agreement is made and executed at .....  
this ..... day of ..... 20\_\_ between:

Share Wise Equity Brokers Private Limited a body corporate incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange Of India Limited (hereinafter called "the Exchange") with SEBI registration no. INB231332033 for cash market, INF 231332033 for future and options derivative segment, INE231332033 for currency derivatives segment and having its registered office at F-14/16, Model Town, Part-2, Delhi-110009 (hereinafter called "the trading member") and in currency derivatives the Clearing Member name is Globe Capital Market Limited with SEBI registration no. INE 230663732 and its Registered Office at 609, Ansal Bhawan, 16, KG Marg, New Delhi-110001, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Capital Market/ F&O / Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s.....  
....., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office a t

..... (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the self clearing member of the Exchange with SEBI registration number INB231332033 in the Capital Market segment; SEBI registration number INF231332033 in the F&O Derivative Segment and SEBI registration number INE231332033 in the Currency Derivatives Segment as Trading Member.

Whereas the client is desirous of investing/trading in those securities/ F&O contracts / currency derivatives contracts other instruments admitted to

dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or F&O contracts / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.

Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided;and

Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.

Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved 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 the segment.
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such

- other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member 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.
- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
  3. The Client agrees to pay to the trading 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 trading member renders to the Client. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange / SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading 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.
  6. The trading member agrees 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 trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
  7. The client agrees to immediately furnish information to the trading member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The trading member agrees to 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 stock exchange.
  9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The trading member agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The trading member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  12. The trading member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
  13. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
  14. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
  15. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).


16. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo-moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The trading member and the client shall be entitled to terminate this agreement 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 agreement 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.
23. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
24. Words and expressions which are used in this Agreement, 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 and circulars issued there under.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

**Signed and Delivered by  
Client-Name and Signature**

Name .....

Signature  .....

**Witness- Name and Signature**

Name .....


Address .....

Signature .....

Date .....

**Share Wise Equity Brokers Private Ltd. Official-  
Name and Signature**

Name .....

Signature  .....

**Witness- Name and Signature**

Name .....

Address .....

Signature .....

Date .....

## MEMBER - CLIENT AGREEMENT - BSE

This agreement is made and executed at ..... this ..... day of ..... 20\_\_ between:

Share Wise Equity Brokers Private Limited a body corporate incorporated under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Of India Limited (hereinafter called "the Exchange") with SEBI registration no. INB011332039 for cash market and having its registered office at F-14/16, Model Town, Part-2, Delhi-110009 (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Cash Market, Its heirs, executors, administrators and legal representatives/ the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s....., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

..... (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the self clearing member of the Exchange with SEBI registration number INB011332039 in the Cash Market segment.

Whereas the client is desirous of investing/trading in those securities/contracts other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.

Whereas the client has satisfied itself of the capacity of the trading member to deal in securities/contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.

Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and

financial soundness of the client and investment / trading objectives relevant to the services to be provided; and

Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.

Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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

1. The client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in a trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved shall not render a contract as void or void able and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member 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.

- e. 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The Client agrees to pay to the trading 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 trading member renders to the Client. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye -laws of the relevant stock exchange / SEBI.
  4. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing Corporation or SEBI from time to time.
  5. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading 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.
  6. The trading member agrees 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 trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
  7. The client agrees to immediately furnish information to the trading member in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
  8. The trading member agrees to 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 stock exchange.
  9. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
  10. The trading member agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.
  11. The trading member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
  12. The trading member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
  13. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
  14. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
  15. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
  16. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
  17. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.

18. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
19. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
20. Where the Exchange cancels trade(s) suo-moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
21. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The trading member and the client shall be entitled to terminate this agreement 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 agreement 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.
23. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under

the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.

24. Words and expressions which are used in this Agreement, 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 and circulars issued there under.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
26. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client. This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.

Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

**Signed and Delivered by  
Client-Name and Signature**

Name .....

Signature  .....

**Witness- Name and Signature**

Name .....

Address .....

Signature .....

Date .....

**Share Wise Equity Brokers Private Ltd. Official-  
Name and Signature**

Name .....

Signature  .....

**Witness- Name and Signature**

Name .....

Address .....

Signature .....

Date .....

# COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET, FUTURES & OPTIONS AND CURRENCY DERIVATIVES SEGMENTS

(TO BE GIVEN BY THE BROKER TO THE CLIENT)

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") / Bombay Stock Exchange Limited (hereinafter referred to as "BSE") which has been formulated by the Exchange in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities / F&O / Currency Derivatives Segments of NSE/BSE. All prospective constituents should read this document before trading in Equities / F&O / Currency Derivatives Segments of the Exchange.

NSE/BSE/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 has NSE/BSE/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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, F&O contracts, Currency 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 NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, 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 member. 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 currency derivative contract being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member,

which may inter alias include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation and in force from time to time.

NSE/BSE 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 trading member of NSE/BSE 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 / F&O contract / currency derivatives contract undergoes when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security / F&O contract / currency derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / F&O contracts / currency derivatives contracts than in active securities / F&O contracts / currency 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 / F&O contracts / currency 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 / F&O contracts / currency 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 / F&O contracts / currency derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / F&O contracts / currency derivatives contracts as compared to active securities / F&O contracts / currency 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 / F&O contracts / currency derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / F&O contracts / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contracts / currency 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 / F&O contract / currency

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 / F&O contract / currency derivatives contract, and such order gets activated if and when the security / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency 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 / F&O contract / currency derivatives contract due to any action on account of unusual trading activity or security / F&O contract / currency derivatives contract hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion:

Trading on NSE/BSE 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 Futures and Options segment and Currency 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 / F&O contract / currency 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 broker/member 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 F&O contracts/ currency 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 Exchange 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. GENERAL

### 3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

### 3.2 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 insolvency or bankruptcy. 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, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

### 3.3 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

### 3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of currency derivatives contracts through the mechanism provided by NSE/BSE.

### 3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate from SEBI.

### 4. All disputes are subject to NCT of Delhi jurisdiction only.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

 \_\_\_\_\_

Signature

(If Partner, Corporate, or other Signatory, then attest with company seal)

Date:

## ANNEXURE-1 INVESTORS' RIGHTS AND OBLIGATIONS:

- 1.1 You should familiarise 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 Cash Market / F&O market / Currency Derivatives market or the broking firm's insolvency or bankruptcy.
  - 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
  - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investors' Protection Fund in force from time to time.
  - 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/BSE or its Clearing Corporation.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
  - 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)).
  - 1.3.2 Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
  - 1.3.3 Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/BSE/SEBI at any time, as is available with the investor.
- 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/BSE or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5 Give any order for buy or sell of a security / derivatives contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6 Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, details of the currency derivatives contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/ sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.7 Facility of Trade Verification is available on N S E / B S E website ([www.nseindia.com](http://www.nseindia.com)/[www.bseindia.com](http://www.bseindia.com)) where details of trade as mentioned in the contract note may be verified from the trade date up to five trading days. 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 NSE/BSE.
- 1.3.8 Ensure that payment of funds against settlement is given to the concerned member within one working day prior to

the date of pay-in announced by NSE/BSE or its Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement slip towards what such payment is made be obtained from the member.

- 1.3.9 In case pay-out of funds is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation, please follow-up with the concerned member for its receipt. In case pay-out is not received as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/BSE.
- 1.3.10 Every member is required to send a complete 'Statement of Accounts', for both settlements and margins, to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11 In case of a complaint against a member, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4 In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a

claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/Clearing Corporation within the stipulated period and with the supporting documents.

- 1.5 In case where a member is expelled from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye -laws and the scheme under the Investors' Protection Fund (IPF) may be payable as prescribed by SEBI.

Notes:

- 1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of buying and / or selling of securities / F&O contracts / currency derivatives contracts through the mechanism provided by NSE/BSE.
- 2. The term 'member' shall mean and include a trading member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate from SEBI.
- 3. The term 'contract' refers to a F&O / currency derivatives contract and the term 'underlying' refers to the underlying index / stock / currency of such contract.
- 4. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

Client Name .....

Signature  25/50

**Mandatory document dealing with policies and procedures Pursuant to  
SEBI's Circular MIRSD/SE/Cir-19/2009 dated December 3, 2009:  
Policies and Procedures forms integral part of the Member Constituent agreement**

**POLICIES AND PROCEDURE APPLICABLE TO CLIENTS**

**1. REFUSAL OF ORDERS FOR PENNY STOCKS**

Share Wise Equity Brokers Private Limited ("Share Wise") may at his discretion restrict trading in penny stock by the client. A stock that traded at a relatively lower price or at a price which is less than its face value, is treated as a penny stock. Penny stocks have a small market capitalization due to unsound fundamentals, highly illiquid, small volume and high chances of price manipulations.

The Exchanges from time to time provide a list of such securities categorized as "Illiquid Securities". Share Wise may at its discretion or based on directives of the Exchanges also restrict trading in such illiquid securities from time to time.

Clients shall not trade in securities placed in the Z group (as notified from time to time by the Exchanges/Regulators). Further Intraday trading in securities in the T, TS, BE or such other group as notified by Exchanges / Share Wise from time to time shall be prohibited. Dealers/sub brokers of Share Wise may refuse to execute orders of the clients for trading in penny stocks.

SHARE WISE shall have the prerogative to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities / contracts through SHARE WISE itself.

Depend on the market conditions and RMS policy of the company, Share Wise shall not be liable for any refusal/cancellation of orders for trading in penny stocks/other securities and the Client shall indemnify Share Wise in respect of any loss caused to "Share Wise" by virtue of the Client trading in penny stocks.

**2. SETTING UP CLIENT'S EXPOSURE LIMITS:**

Share Wise may from time to time impose and vary limits on the orders that the client can place through the 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 need to vary or reduce the limits or impose new limits urgently on the basis of the risk perception and other factors considered relevant 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 unable to inform the client of such variation, reduction or imposition in advance.

The client agrees that the Share Wise shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Share Wise's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the Share Wise 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 Share Wise, or it may subject any order placed by the client to a review before its entry into the trading systems any 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 Share Wise/exchange/SEBI and any other reasons which the Share Wise 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.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery

option through order entry window on the trading platform, the value of shares sold will be added with the value of deposit and on the basis of that client may take fresh exposure.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

### **3. APPLICABLE BROKERAGE RATE: -**

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

### **4. IMPOSITION OF PENALTY / DELAYED PAYMENT CHARGES BY EITHER PARTY, SPECIFYING THE RATE AND THE PERIOD (THIS MUST NOT RESULT IN FUNDING BY THE BROKER IN CONTRAVENTION OF THE APPLICABLE LAWS)**

#### **DELAYED PAYMENT CHARGES / CHARGES ON EXPOSURE AGAINST COLLATERALS:**

Pursuant to Exchange Bye-laws, the Member broker is currently required to make pay-in of funds to the Exchange by T+2 morning and arrange delivery of securities to the Exchange latest by T+2 mornings. Further Member broker is also required to maintain adequate upfront margins with the Exchange to avail exposure for trading. The Exchanges have also defined the ratios in which the cash and collaterals are to be deposited and maintained by the Member broker. In addition the Exchange requires the member broker to deposit some of the margins like MTM, in Cash only. In order to manage its working capital, SHARE WISE requires fullest cooperation of the clients in meeting their respective obligation towards pay in and margins. SHARE WISE is therefore authorized by the client to charge a delayed payment penalty, not exceeding 2% per month, on account of delays/failure by the client in meeting the pay-in obligations on the scheduled date and also where the clients take exposure in F&O segment by depositing collaterals in a ratio which is disproportionate to the Cash versus collaterals ratios prescribed by the Exchanges. While levying delayed payment charges or interest on the debit balance in the running account of a client, SHARE WISE may not consider any credit balance in the other family or group account of the client.

#### **PENALTIES LEVIED BY EXCHANGES:**

Further Exchanges levy various penalties on the member brokers on auction resulting from short deliveries, non adherence to client-wise exposure limits, client-wise shortfall in F&O Margin and for other reasons which may be defined by the Exchange from time to time. SHARE WISE is therefore authorized by the client to pass on any penalty imposed by the Exchange/SEBI and or any other regulatory authority to the client, which arises on account of the client.

#### **INTEREST FREE DEPOSITS:**

SHARE WISE provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash and collaterals at his discretion, SHARE WISE shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with SHARE WISE.

### **5. RIGHT TO SELL CLIENTS SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT ON ACCOUNT OF NON PAYMENT OF DUES. (LIMITED TO SETTLEMENT/MARGIN OBLIGATIONS)**

The Client agrees that Share Wise would have the discretion to square off the position of the Client, with no obligation of communicating the same to the Client, in following circumstances:

1. In case of Margin Trades, if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time.
2. In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated %

of the margins placed with Share Wise and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss.

3. In all other cases where the margin or security placed by the Client(s) falls short of the requirement or the limits given to the Client(s) have been breached.
4. Where the Client(s) have defaulted on their existing obligation/ failed to make payments/deliver securities to Share Wise with the stipulated time.

The CLIENT accepts to comply with SHARE WISE's requirement of payment of Margin/settlement obligations of the Client, immediately failing which SHARE WISE may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the beneficiary account of Share Wise or square-off all or some of the outstanding F&O positions of the CLIENT as it deems fit at its sole discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square -off/sale shall be borne by the CLIENT and SHARE WISE shall be fully indemnified and held harmless by the CLIENT in this behalf at all times.

Any reference in these terms to sale or transfer of securities by SHARE WISE shall be deemed to include sale of securities which form part of the Margin maintained by the CLIENT with SHARE WISE.

In exercise of SHARE WISE's right to sell securities, the CLIENT agrees that the choice of specific securities to be sold shall be solely at SHARE WISE's discretion.

The resultant or associated losses that may occur due to such squaring -off or sale of such securities shall be borne by the CLIENT, and SHARE WISE shall be fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation or close out of positions shall apply to any segment/exchange in which the CLIENT does business with SHARE WISE.

The provisions specified herein do not confer any liability on Share Wise to square off the clients positions. It shall be the responsibility of the client to pay to Share Wise any due payable to Share Wise irrespective of whether Share Wise exercises its right to square off the positions of the client in accordance with the provisions given herein above.

## **6. SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES**

SHARE WISE shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to defaulter seller and compensate the impacted purchaser as per the policy.

Share Wise shall not be responsible for losses to the Client on account of such square off. All losses to the client on this account shall be borne solely by the client and the Client shall indemnify Share Wise in this respect.

## **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.**

Share Wise shall have the right to refuse to execute trades/allow the client to take further positions 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 payin obligation / outstanding debts.

## **8. TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST**

Share Wise may at any time, temporarily suspend the account of the client based on a request on writing obtained from the client. Trades in the account of the client during the period of such temporary suspension shall not be permitted. However client shares / ledger balance settlement can take place.

The account shall be reactivated only on submission of a written request for reactivation by the client.

Share Wise may at any time, at its sole discretion and without prior notice to the CLIENT, prohibit or restrict or block the CLIENT's access to the use of the web site or related services and the CLIENT's ability to

trade due to regulatory requirements, prevention of money laundering, market conditions and other internal policies.

#### **9. DEREGISTERING A CLIENT:**

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

- a. 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 securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- b. If there is any commencement of a legal process against the client under any law in force;
- c. On the death/lunacy or other disability of the Client;
- d. If the client being a partnership firm, has any steps taken by the client and / or its partners for dissolution of the partnership;
- e. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- f. 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;
- g. If the Client is in breach of any term, condition or covenant of this Agreement;
- h. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- i. 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;
- j. If the client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- k. 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 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;
- l. If any covenant or warranty of the Client is incorrect or untrue in any material respect;

In addition Share Wise may interalia terminate trading facilities due to regulatory requirements, prevention of money laundering.

#### **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 circumstance

as what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the changes is informed to me / us with through any one or more means or methods. 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 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.

## SUPPLEMENTAL MEMBER-CLIENT AGREEMENT (ITORS TRADING)

This supplemental an agreement is made and executed at Delhi, this.....day of..... 20.....between Share Wise Equity Brokers Private Ltd., a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the Bombay Stock Exchange Limited (hereinafter called "the Exchange" or "BSE") with the SEBI Registration No. INB011332039 for cash market, National Stock Exchange of India Limited (hereinafter called "the Exchange" or "NSE") with the SEBI Registration No. INB231332033 for cash market / SEBI Registration No. INF231332033 for NSE Future and Options / SEBI Registration No. INE 231332033 for NSE Currency Derivatives and having its registered office at F-14/16, Model Town, Part-2, Delhi-110009 (hereinafter called "the stock broker") and in currency derivatives the CM Name is Globe Capital Market Limited with SEBI registration no. INE 230663732 and its Registered Office at 609, Ansal Bhawan, 16, KG Marg, New Delhi-110001, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, its heirs, executors, administrators and legal representatives, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

AND

Mr./Mrs./M/s..... an individual/a sole proprietary concern/a partnership firm/a HUF/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/registered office at.....(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

### WHEREAS:

1. The STOCK BROKER is a member of ("the Exchange") and is also registered with the Securities and Exchange Board of India ("SEBI") as a stock broker.
2. The Client is a client/constituent of the stock broker, and the stock broker and the Client have entered

into a Member Client Agreement dated the \_\_\_ day of \_\_\_\_\_ ("the Main Member-Client Agreement");

3. The stock broker offers and/or proposes to offer the Internet Trading Order Routing System (ITORS) Service to its clients; and the Client desires to avail of the stock broker's ITORS Service for purchasing, selling or otherwise dealing in securities; The stock broker and the Client desire to enter into this Supplemental Agreement forming part of Main Member-Client Agreement in order to record the agreement between them relating to the stock broker's ITORS Service to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN THE STOCK BROKER AND THE CLIENT as follows:

### 1. DEFINITIONS:

- 1.1. In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:
  - (i) "The Exchange" means Bombay Stock Exchange Limited and includes a segment of the Exchange.
  - (ii) "Exchange Provisions" means the 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.
  - (iii) "ITORS" means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their stock broker-brokers over the internet.
  - (iv) "ITORS Account Application" means the application submitted by the Client to the stock broker to permit the Client to avail of the stock broker's ITORS Service.
  - (v) "ITORS Service" or "Service" means the service offered by the stock broker to its clients through ITORS where under the clients can route their orders for purchase, sale and other dealings in securities through the stock broker's ITORS System.
  - (vi) "STOCK BROKER'S ITORS System" or "STOCK BROKER'S ITORS Website"

means the web site hosted by the stock broker on the internet through which the stock broker offers the ITORS Service and includes the hardware and software used for hosting and supporting the Website.

- (vii) "Password" means an alphanumeric code used by the Client to validate his/her user name and to access the Service.
- (viii) "SEBI" means the Securities and Exchange Board of India.
- (ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

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

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other gender.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

## **2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:**

The stock broker agrees to provide the stock broker's ITORS Service to the Client, and the Client agrees to avail of the stock broker's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the stock broker's ITORS Web Site.

## **3. USER NAME AND PASSWORD:**

3.1 The Client will be entitled to a username and password, which will enable him to access the stock broker's ITORS System for availing of the Service.

3.2 The Client is aware that the stock broker's ITORS System itself generates the initial password and that the stock broker is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords

are not known or available to the stock broker.

3.3 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 whatsoever through the stock broker's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.

3.4 The Client shall immediately inform the stock broker of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorised used, the transactions effected pursuant to such unauthorised use, etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and try risk of a person hacking into the Client's account on the stock broker's ITORS System and unauthorised routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the stock broker's ITORS System on the Client's Username in any manner whatsoever.

3.6 The Client shall log off from the ITORS Service 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 borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the stock broker in writing with full details if:

- (i) he discovers or suspects unauthorised access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access,
- (iii) he forgets his password or
- (iv) he discovers a security flaw in the stock broker's ITORS System.

3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change Password. However, if the Client is unable to change Password by reason of his having

forgotten his Password or his Password having been unauthorised changed by some other person or for any other reason then the Client shall immediately request the stock broker in writing to discontinue old Password; and thereupon the stock broker shall cause the stock broker's ITORS System to discontinue the use of the Client's old Password and the stock broker's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the 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.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the stock broker's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 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 ITORS 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, the companies in respect of whose securities 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, 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 ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and 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.
- 4.4 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 ITORS System, 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.

- 4.5 The Client agrees 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.
- 4.6 In case of a market order, the Client agrees 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 ITORS System.

#### **5. MARGIN:**

The Client agrees 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 agrees 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 ITORS Service.

#### **6. CANCELLATION REQUESTS:**

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the stock broker is received by the Client.
- 6.3 The Exchange may annul a trade suo moto without giving a reason therefore. In the event of such annulment, the stock broker shall be entitled to cancel the relative contract(s) with the Client.

#### **7. BROKERAGE, COMMISSIONS AND FEES:**

- 7.1 The Client agrees to pay the stock broker brokerage, commission, fees, service 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 receives from the stock broker 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.

#### **8. CONFIRMATIONS:**

Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the stock broker's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

#### **9. INVESTMENT ADVICE:**

9.1 The Client acknowledges that the stock broker shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

9.2 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.

9.3 The Client agrees 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.

9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.

9.5 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.

#### **10. SUPPLEMENTAL TO MAIN MEMBER-CLIENT AGREEMENT:**

This Agreement is supplemental to, and does not supersede, the Main Member-Client Agreement. Save as and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the stock broker's ITORS Website, the provisions of the Main Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the stock broker and the Client pursuant to or otherwise relating to the stock broker's ITORS Service.

#### **11. REPRESENTATIONS AND WARRANTIES OF CLIENT:**

The Client represents and warrants to the stock broker that:

11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material factor otherwise) and the Client is aware that the stock broker has agreed to provide the stock broker's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.

11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the stock broker's ITORS Service may at any time be unavailable without further notice. The stock broker and the Exchange do not make any representation or warranty that the stock broker's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the stock broker on account of any suspension, interruption, non-availability or malfunctioning of the stock broker's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.

11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

11.5 The Client shall abide by the Exchange Provisions and the terms of the stock broker's ITORS Website in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to the stock broker (or to the stock broker's representative) shall be binding on the Client.

#### **12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:**

The stock broker represents and warrants to the Client that:

The stock broker's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the stock broker has applied/ proposes to apply to the Exchange to approve the said ITORS System and the stock broker will commence the stock broker's ITORS Service only after the Exchange has approved the stock broker's ITORS System.

**13. MARKET DATA:**

13.1 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.

13.2 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.

**14. NOTICES:**

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or courier or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

**To the STOCK BROKER at:**

Name of the person concerned:  
Address : .....  
Fax# : .....  
E-mail : .....

**To the Client at:**

Name of the person concerned: (give details)  
Address : .....  
Fax# : .....  
E-mail : .....

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the stock broker and the Client may be communicated orally or through sms or phone call.

**15. EXTRAORDINARY EVENTS:**

The stock broker and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the stock broker's control.

**16. AMENDMENT TO AGREEMENT:**

The Client understands and agrees that the stock broker may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the stock broker's ITORS Website) at any time and from time to time, without prior notice.

**17. TERMINATION OF AGREEMENT:**

17.1 The Client agrees that the stock broker may at anytime terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the stock broker to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the stock broker, provided that unless the stock broker otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the stock broker.

17.3 The termination of this Agreement 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.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

**18. SEVERABILITY:**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.

**19. WAIVER:**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**20. LAW AND JURISDICTION:**

20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Delhi, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

20.2 This Agreement and all contracts and transactions between the stock broker and the Client pursuant hereto 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.

**21. DISPUTE RESOLUTION:**

Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance Redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

22. All disputes are subject to NCT of Delhi jurisdiction only.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Signed for and on behalf of

MEMBER: .....

By: .....

Signature: .....


Title: .....

Witness: .....

Signed for and on behalf of

CLIENT: .....

By: .....

Signature:  .....

Title: .....

Witness: .....

## INTERNET TRADING AGREEMENT (NSE)

Supplementary Agreement between Stock Broker & Client (NSE)

(This agreement forms part and parcel of the agreement between stock broker and client)

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between Share Wise Equity Brokers Pvt. Ltd. (member of National Stock Exchange of India Ltd. with SEBI Registration No.: INB/INF/INE 231332033), hereinafter called MEMBER and having its registered office at F-14/16, Model Town, Delhi 110 009 and \_\_\_\_\_ a individual/company/trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having its residence/registered office at \_\_\_\_\_.

### WITNESSTH :

Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No. : INB/INF/INE 231332033

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided.


Whereas the MEMBER has taken steps and 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 on that liability and the capacity in which it acts.

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

1. The provisions of this agreement 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.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER 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 there from.
3. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The 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. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorised representative are not revealed to any third party.
6. The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end.

7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
8. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within \_\_\_\_\_ (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLINET agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

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

Signature :  44/50

Client Name : .....

Place : .....

Date : .....

**SHARE WISE EQUITY BROKERS PVT. LTD.**

F-14/16, MODEL TOWN II


NEW DELHI - 110009

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/other future obligation(s) at any segment(s) of any or all the Exchange(s)/ Clearing Corporation, unless I/we instruct you otherwise.
2. I/We request you to retain securities with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
3. I/We request you to settle my fund and securities account Once in every calendar Quarter or Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
6. I/We confirm you that I can revoke the above mentioned authority by giving 15 working days notice in writing to you.

Thanking you

Yours faithfully,

Signature:  145/50

Client Name:

Client Code:

Date:

**VOLUNTARY**

**STANDING INSTRUCTION / AUTHORISATION LETTER – NSE / BSE**

**Share Wise Equity Brokers Private Ltd.**

F-14/16, Model Town, Part-2, Delhi-110009

Ph.: +91-11-47006200, Fax: +91-11-47006222

**SUB: LETTER OF AUTHORITY**

Dear Sir,

I/we have been / shall be dealing through you as my broker on the Capital Market and/ or Futures & Options Segments/ Currency Derivatives. As my Broker i.e. agent I /we direct and authorize you to carry out trading / dealings on my/our behalf as per instructions given below. Please treat these instructions as written ratification of my / our verbal directions/ authorizations given and carried out by you earlier.

1. Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the Trading Terminal.
2. I am /we are aware that you are required to issue payment/ securities due to me/ us as per the payout from the exchange. In order to facilitate operations, I/we hereby authorise you to maintain running accounts with you; to debit my our running account for the margin /funds and / or securities payable by me/ us; to include any / all the payout of funds and / or securities towards margin / security and / or towards pay in obligations and / or towards funds / securities payable by me / us, without any specific authorization on pay out to payout basis and to release the funds and / or securities (if any) due to me us on my / our specific request only. I/ we also agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities/funds under this agreement or otherwise.
3. Pledge/deposit my/our securities and / or funds whether deposited as collateral/margin or permitted by us to be retained in the running account etc. by you with any bank or any other institution including but not limited to the Exchange(s) / Clearing Corporation / Clearing House for the purposes of raising funds, bank guarantees and FDRs etc., or towards Margin/ Collateral as also to meet shortfall in my/ our funds/ securities pay in obligation/ auctions or assignment of contracts or any other liability arising out of my / our dealings with you/ through you. I/We authorise you to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges/banks/institutions as margin. You are further authorised to sell / liquidate these securities / FDRs at the time and manner of your choice, as and when deemed fit by you in your absolute discretion to meet any shortfalls in my/our accounts or any other liability of mine/ ours without any reference to me/ us.
4. I/ we hereby authorise you to set off a part or whole of the Margin (i.e. by the 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 of my / our dues or against the dues of a member of my / our "Family" (for the purposes of this agreement "Family" shall hereinafter mean all the individuals, relatives, group companies / associate companies / firms / entities and such other persons) in the event of my / our failure or the failure of a member of my / our Family to meet any of their respective obligations under these terms.
5. I /we agree that any loss due to any erroneous order entry / erroneous order modification shall be entertained by you only to the extent of insurance received.
6. In case I/ we have made any purchase of securities and the delivery of the same falls short inter-client at the broker level, I/we hereby authorise you to make purchases of the same in the market to make available the delivery of the said securities to me.
7. In case I /we have made any sale of securities and due to any exigencies I /we is/ are unable to make available the delivery of the same in the designated account within the designated time and it is an inter client delivery at broker level, I/ we hereby authorise you to make purchases of the same in the market on my behalf to make available the delivery of the said securities to the opposite party.
8. I/ we hereby authorise you to debit charges for Depository Services, Portfolio management Services, or other advisory services, to my / our trading account.
9. I /we agree that any amount overdue from me / us shall be adjusted by you from dues owed to me/ us by any of your group or associate company. Conversely, any money owed by any of your group or associate company to me / us shall offset against the dues owed by you to me / us.

Please treat this authorization as written ratification of my / our verbal directions/ authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

Client Name .....

Signature  46/50 .....

**VOLUNTARY**

**AUTHORISATION FOR ADJUSTMENT IN DIFFERENT SEGMENTS & EXCHANGES**

To,

**SHARE WISE EQUITY BROKERS (P) LTD.**

F-14/16, Model Town-II, Delhi-110009


Sub : Agreement in different Segments and Exchanges.

Dear Sir,

Notwithstanding anything contrary contained in the agreement between us. I/We hereby inform you that I/we have executed/desire to execute an agreement with Share Wise Equity Brokers (P) Ltd. for trading on the Bombay Stock Exchange Ltd. (BSE) / National Stock Exchange of India Ltd. in cash and /or derivative segment or currency derivatives. I/We hereby request you to treat the agreement between ourselves and the agreement entered /to be entered by me/us with Share Wise Equity Brokers (P) Ltd. as co-extensive and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my vice versa. You and /or Share Wise Equity Brokers (P) Ltd. shall have right of lien on the credit balance in any of my/our accounts irrespective of whether it is maintained with you or Share Wise Equity Brokers (P) Ltd. Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking you,

Yours faithfully,

Signature:  47/50 .....

**VOLOUNTARY**

**Share Wise Equity Brokers Private Ltd.**

F-14/16, Model Town, Part-2, Delhi-110009

Ph.: +91-11-47006200, Fax: +91-11-47006222

**SUB: AUTHORITY LETTER FOR AUTHORISED PERSON**

Dear Sir,

I/we have been/ shall be dealing through you as my / our broker on the Capital Market and/ or Futures & Options Segments/Currency Derivatives. As my / our Broker i.e. agent I /we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below. Please treat these instructions as written ratification of my / our verbal directions/ authorizations given and carried out by you earlier.

I /we authorise Mr. / Ms.....to deal I transact on my / our behalf and to place orders, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act (s) on my our behalf which 1/ we can do. And I /we the undersigned do hereby agree and declare and confirm that all the acts and things done by him/her or his/ her substitutes shall be my / our acts, deeds and things validly done by me/ us to all intents and purposes.

Please treat this authorization as written ratification of my our verbal directions / authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

Thanking you,

Yours faithfully,

**Client Name** .....

Signature  48/50 .....

**LETTER FOR CONTRACT NOTES / EMAIL AND SMS VOLUNTARY**

Form for Subscription for contract notes/ A/c Information on EMAIL and SMS

Client Name																				
Client Code																				

**E-mail Registration**

I/We request you to send the digitally signed contract notes / confirmations / account statements and any correspondence to my / our following e-mail id in respect of the transactions executed on my/our behalf on the stock exchange(s).

E-mail ID (1)	
E-mail ID (2)	
E-mail ID (3)	

I/we agree that all information sent to the above mentioned email id shall be binding upon the on me/us. Further I/We understand that non-recent of bounced email notification by Share Wise Equity Brokers (P) Ltd. Shall account to deliver of the contract not any my/our email id.

I/We agree that you shall not be responsible for the non-receipt of the contract note / confirmation note/correspondence to me/us due to any change in the address not intimated to you in writing.

**SMS Registration**

I/We request you to send customized Alert message through SMS with respect to transaction / confirmation / information relating to my Account to my following mobile number.

Further I understand that these services will be provided free initially. In future it may be discontinued as a FREE service and charge for this service if levied, will be formally communicated well in advance for re-subscription and Share Wise Equity Brokers (P) Ltd. reserves.

The right to change the service at any point in time

Tel. Res. No. .... Off. No. ....

Mobile No. ....

Date : .....

Place : ..... Signature  49/50 .....

**DISCLOSURE INFORMATION**

**Proprietary Trading**

- This is to inform you that we do Client Based Trading and PRO-Account Trading in National Stock Exchange of India Limited and Bombay Stock Exchange Limited in Capital Market, Future & Option Market Segment and Currency Derivatives.

Thanks and Best Regards

**Share Wise Equity Brokers (P) Limited**

Client Name ..... Client Signature  50/50 .....

## POWER OF ATTORNEY

VOLUNTARY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I/We.....having residence / office at .....(residence address for individuals, office addles for proprietorship Companies, trusts and societies) hereinafter referred to as" the donor" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include my/our heirs, executors, administrators, the partners of the firm and the survivors of them and the heirs, executors and administrators of the partners, permitted assigns, successors in title, trustees of a Trust and their successors, member of the governing body and any new members elected appointed or co-opted as the case may be), DO SEND GREETINGS:

### WHEREAS

- A. The donor is registered /is registering/desires to register with Share Wise Equity Brokers Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at F-14/16, Model Town, Part-II, New Delhi-110009 (hereinafter referred to as "the done" or "SWEBPL") as a client/constituent, and
- B. The donor wants to ensure regular and timely pay in and payout for any and all obligations of securities and funds made to stock exchange / clearing corporations and any other entity as may be required from time to time; and
- C. The donor wants that SWEBPL should consider the securities and monies kept with it or in the demat and/or bank account(s) as margin/security, for the due fulfillment of the margin requirements as well as collateral/security towards due fulfillment of client(s) obligations for any and all dealings done through and with SWEBPL, and
- D. The donor is using/wants to use Internet / Web based facilities including but not limited to, online applications for Mutual Funds, IPO's and other such applications, dealing (trading) facilities in securities and such other facilities as may be available through Internet/Web based facilities from time to time and wants SWEBPL to carry out all such act(s) which may be required to ensure timely and proper dealings through such internet/web based facilities including but not limited to signing and depositing the Mutual Fund, IP'0 applications, etc., making available connectivity/linkage to bank and depository account(s) to facilitate his/ her/its dealings, making pay-in and pay-out of funds / securities, facilitating provision of margin / security and any other such act(s) as may be required or are deemed necessary from time to time.
- E. The donor wants to execute an appropriate power of attorney for all dealings (trading) in securities, investments, bank operations whether through SWEBPL or otherwise and done / executed using on-line or off-line or web based or any other type of order entry so as to meet the above objectives including objectives incidental to above,

**NOW KNOW WE ALL MEN AND THESE PRESENTS WITNESSETH** that I/ we the donor do hereby nominate constitute and appoint the said Share Wise Equity Brokers Private Ltd. as our true and lawful Attorney/ s for me/ us and in my / our name arid on my / our behalf, and at my / our cost and expense to do and / or cause to be done the following acts, deeds or things:

1. to open and /or operate account(s) with a Depository Participant and to issue notice(s) and instruction(s) relating to transfer, pledging, marking or unmarking of lien, dematerializing or rematerializing, freezing or unfreezing of shares, scrips, stocks, debt instruments (including but not limited to debentures, bonds, RBI relief Bonds, deposits, collateralized debt obligations and securitized debt instruments), securities, insurance policies, units of mutual Funds, units of collective investment schemes, promissory notes, annuities, any other security/mercantile negotiable instruments) and such other instruction(s) relating to the account(s) including closure of the accounts if deemed necessary or expedient and to sign any and all applications, forms, documents and papers as may be required for any/all of the said purposes;
2. to purchase, subscribe or otherwise acquire in any manner from the market or under public/right issues or otherwise and to accept the transfer and/or to receive and hold and/or to sell/transfer (including transferring etc. the same in favor of the Attorney itself or to any nominee on its behalf) /endorse/dispose of/assign / redeem / renounce or otherwise realize/encash /to offer for buy back, exchange, splitting, conversion, consolidation, etc.. and/or otherwise to deal with any shares, scrips, stocks, debt instruments (including but not limited to debentures, bonds, RBI relief Bonds, deposits, col


lateralized debt obligations and securitized debt instruments), securities, insurance policies, units of mutual Funds, units of collective investment schemes, promissory notes, annuities, any other security / mercantile negotiable instrument(s) / investment product(s) which shall or may at any time belong to me or which hereafter be transferred to me, whether solely or jointly and whether in my own right or having any other interest of whatsoever nature and however arising and in any capacity whatsoever and for such purposes to communicate, negotiate, sign, execute or endorse all applications, forms, papers, documents, instruments whether as transferor or transferee or any other form and manner as may be required for any purpose what so ever by the virtues of these present;

3. to exercise and /or renounce any and /or all rights or options associated with the ownership / holding of said shares, scrips, stocks, bonds, debt instruments (including but not limited to debentures, bonds, RBI relief Bonds, deposits, collateralized debt obligations and securitized debt instruments), securities, insurance policies, units of mutual Funds, units of collective investment schemes, promissory notes, any other security / mercantile negotiable instrument(s) / financial instrument(s), investment produces), including but not limited to the right to attend or appoint proxy / proxies for the purpose of representing me/us and voting at any meeting or meetings of any shareholders, unit holders, debenture holders or holders of any other securities; right to demand/collect/receive /deposit and give good effectual receipt(s) and /or discharge for any or all of the interest /dividend/ bonus/debts /sum(s)/ principal and /or income or any other dues by whatever name called arising in respect of the securities or otherwise and to issue dividend and interest mandates in respect of the securities and to sign, negotiate and /or endorse any or all dividend / interest warrants or certificates or any other instruments from time to time and also the rights to switch over or such other rights as may be offered by entities issuing/offering securities, including companies and mutual funds.
4. to open and / or operate bank accounts), to pay / receive funds, to give and / or change existing bank mandates, and for such purposes to communicate, negotiate, sign, execute or endorse all applications, forms, papers, documents, instructions including but not limited to closure of the accounts, as may be required for any purpose what so ever by the virtues of these present; and to make draw, sign, endorse, negotiate, accept and release as the case may be cheques, drafts or other instruments, for transfer / withdraw/ payment of money whether debit or credit in my/our account(s) with the Attorney;
5. To appoint legal counsel and /or other representatives and agent(s) /substitute(s) with all or any of the powers set out in these presents in order to enable any/all of these to carry out/exercise all or any of the functions/ powers given by me/ us to the said Attorney and to revoke any such appointment;
6. To incurred and pay all changes and expenses in connection with all or any of the aforesaid matters;
7. This document shall be subject to the exclusive jurisdiction of the Courts in NCT of Delhi alone.

I/We do hereby undertake to ratify whatever the said Attorney or their/ its agent(s) or any substitute(s) may lawfully do in and by virtue of these presents.

IN WITNESS whereof I/We have executed this power of attorney on this.....day of.....

<b>Signed and delivered by :</b>	<b>Share Wise Equity Brokers Private Limited Official –</b>
<b>Client–Name and Signature</b>	<b>Name and Signature</b>
Name .....	Name .....

Signature  .....	Signature .....
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**Please go through the terms & conditions of agreement & risk disclosure documents carefully before signing**

<b>Witness- Name and Signature</b>	<b>Witness- Name and Signature</b>								
Name .....	Name .....								
Address .....	Address .....								
Signature .....	Signature .....								
Place .....	Date <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;">D</td> <td style="width: 20px; height: 20px;">D</td> <td style="width: 20px; height: 20px;">M</td> <td style="width: 20px; height: 20px;">M</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y		

**Attestation by Notary Public :**  
 The foregoing instrument was executed before me on this ..... day of .....20.....by.....

## **Acknowledge Receipt**

I/We hereby acknowledge the receipt of duly executed Copy of full KYC and Other Documents from Share Wise Equity Brokers Pvt. Ltd. as executed by me/us. I acknowledge that other details to my Account are as under.

Name: \_\_\_\_\_ Client Code as per KYC: \_\_\_\_\_

Address: \_\_\_\_\_ Contact No: \_\_\_\_\_

Bank Account No: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

This is also confirmed by me/ us that these all Information is Correct and True as per my/ Our Knowledge and If there is any Changes Regarding this, I/ we will Inform you by time to time. This is also request you to Please send all my/ our all Contract Notes, Statements, Financials and Other Information related to my /our Account to my/ our email ID: \_\_\_\_\_.

Thanking You

Client Name: \_\_\_\_\_ PAN No: \_\_\_\_\_ Client Signature: \_\_\_\_\_

## **Acknowledge Receipt**

I/We hereby acknowledge the receipt of duly executed Copy of full KYC and Other Documents from Share Wise Equity Brokers Pvt. Ltd. as executed by me/us. I acknowledge that other details to my Account are as under.

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Address: \_\_\_\_\_ Contact No: \_\_\_\_\_

Bank Account No: \_\_\_\_\_ Bank Name: \_\_\_\_\_ Branch: \_\_\_\_\_

This is also confirmed by me/ us that these all Information is Correct and True as per my/ Our Knowledge and If there is any Changes Regarding this, I/ we will Inform you by time to time. This is also request you to Please send all my/ our all Contract Notes, Statements, Financials and Other Information related to my /our Account to my/ our email ID: \_\_\_\_\_.

Thanking You

Client Name: \_\_\_\_\_ PAN No: \_\_\_\_\_ Client Signature: \_\_\_\_\_