

Citi India consumer banking customers are now served by Axis Bank. Citi India has transferred ownership of its consumer banking business to Axis Bank (registration number L65110GJ1993PLC020769). Consumer banking customers can continue to use all existing Citi products and/or services, branches, ATMs, internet banking and Citi Mobile® App as usual. Axis Bank is the provider of Citi branded consumer banking products in India temporarily and Citi India is providing certain services in respect of those products. The trademarks “Citi”, “Citibank”, “Citigroup”, the Arc design and all similar trademarks and derivations thereof are used temporarily under license by Axis Bank from Citigroup Inc. and related group entities.

MANDATORY SECTION-A

ACCOUNT OPENING KIT

INDEX OF DOCUMENTS

S. No.	Name of the Document	Brief Significance of the Document	Page No
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1	Account Opening Form	A. KYC form - Document captures the basic information about the constituent and an instruction/check list.	3-7
		B. Document captures the additional information about the constituent relevant to trading account and an instruction/check list.	8-10
2	Rights and Obligations	Document stating the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	11-16
3	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the securities market.	17-20
4	Guidance note	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	21-22
5	Policies and Procedures	Document describing significant policies and procedures of the trading member.	23-25
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the stock exchange(s).	26
VOLUNTARY DOCUMENTS AS PROVIDED BY THE TRADING MEMBER			
7	Agreement	Document stating various policies and procedures of the trading member and supplementary to Rights and Obligations document	28-38
8	Standing Instruction Letter	Document stating standing instructions from clients authorizing the trading members to debit or credit the client account for margins, brokerage and other charges etc.	39-40
9	E-mail & Telephone Indemnity	Document detailing clauses with respect to email and telephone communication between trading member and client.	41-45
10	Fax Indemnity	Document detailing clauses with respect to Facsimile communication between trading member and client.	46-49

Name of trading member: Citibank N.A.

SEBI Registration No. and date: INE231310934 and 08 September 2008

Registered office address: 8 to 14th Floor, First International Financial Centre, Plot No. C54, C55, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, Ph: 91 22 6175 7999 Fax: 91 22 4006 5859 Website: www.citibank.co.in

Correspondence office address: 8 to 14th Floor, First International Financial Centre, Plot No. C54, C55, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051 Ph: 91 22 6175 7999 Fax: 91 22 4006 5859 Website: www.citibank.co.in

Compliance officer name, phone no. & email id: Dharmesh Rupani, 91 22 6175 6450, dharmesh.rupani@citi.com

Business head name, phone no. & email id: Bhanu Vohra, 91 22 6175 5419, bhanu.vohra@citi.com

For any grievance/dispute please contact Citibank N.A. at the above address or email id- india.citiservice@citi.com and Phone no. 1800 102 3626 (Toll free). In case not satisfied with the response, please contact the concerned exchange(s) at ignse@nse.co.in and Phone no. 91-22 2659 8100.

KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Individuals

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

Please fill this form in ENGLISH and in BLOCK LETTERS.

A. IDENTITY DETAILS

1. Name of the Applicant: _____
2. Father's/ Spouse Name: _____
3. a. Gender: Male/ Female b. Marital status: Single/ Married c. Date of birth: _____ (dd/mm/yyyy)
4. a. Nationality: _____ b. Status: Resident Individual/ Non Resident/ Foreign National
5. a. PAN: _____ b. Unique Identification Number (UID)/ Aadhaar, if any: _____
6. Specify the proof of Identity submitted: _____

B. ADDRESS DETAILS

1. Address for correspondence: _____
City/town/village: _____ Pin Code: _____ State: _____ Country: _____
2. Contact Details: Tel. (Off.) _____ Tel. (Res.) _____ Mobile No.: _____ Fax: _____ Email id: _____
3. Specify the proof of address submitted for correspondence address: _____
4. Permanent Address (if different from above or overseas address, mandatory for Non-Resident Applicant): _____
City/town/village: _____ Pin Code: _____ State: _____ Country: _____
5. Specify the proof of address submitted for permanent address: _____

C. OTHER DETAILS

1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-10 Lac / 10-25 Lac / >25 Lacs or
Net-worth as on (date)..... (-----) (Net worth should not be older than 1 year)
2. Occupation (please tick any one and give brief details): Private Sector/ Public Sector/ Government Service/Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others _____
3. Please tick, if applicable: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
4. Any other information: _____

DECLARATION

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

Signature of the Applicant

Date: _____ (dd/mm/yyyy)

FOR OFFICE USE ONLY

(Originals verified) True copies of documents received

(Self-Attested) Self Certified Document copies received

(.....)
Signature of the Authorised Signatory

Date

Seal/Stamp of the intermediary

KNOW YOUR CLIENT (KYC) APPLICATION FORM

For Non-Individuals

Please fill this form in ENGLISH and in BLOCK LETTERS.

PHOTOGRAPH

Please affix the recent passport size photographs and sign across it

A. IDENTITY DETAILS

- 1. Name of the Applicant: _____
- 2. Date of incorporation: _____ (dd/mm/yyyy) & Place of incorporation: _____
- 3. Date of commencement of business: _____ (dd/mm/yyyy)
- 4. a. PAN: _____ b. Registration No. (e.g. CIN): _____
- 5. Status (please tick any one):
 Private Limited Co./Public Ltd. Co./Body Corporate/Partnership/Trust/Charities/NGO's/FI/ FII/HUF/AOP/ Bank/Government Body/Non-Government Organization/Defense Establishment/BOI/Society/LLP/ Others (please specify) _____

B. ADDRESS DETAILS

- 1. Address for correspondence: _____
 _____ City/town/village: _____ Pin Code: _____ State: _____ Country: _____
- 2. Contact Details: Tel. (Off.) _____ Tel. (Res.) _____ Mobile No.: _____ Fax: _____ Email id: _____
- 3. Specify the proof of address submitted for correspondence address: _____
- 4. Registered Address (if different from above): _____
 _____ City/town/village: _____ Pin Code: _____ State: _____ Country: _____
- 5. Specify the proof of address submitted for registered address: _____

C. OTHER DETAILS

- 1. Gross Annual Income Details (please specify): Income Range per annum: Below Rs 1 Lac / 1-5 Lac /5-10 Lac / 10-25 Lac / 25 Lacs-1 crore/ > 1 crore
- 2. Net-worth as on (date) (dd/mm/yyyy): _____ (*Net worth should not be older than 1 year)
- 3. Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors: _____
- 4. DIN/UID of Promoters/Partners/Karta and whole time directors: _____
- 5. Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors: Politically Exposed Person (PEP)/ Related to a Politically Exposed Person (PEP)
- 6. Any other information: _____

DECLARATION

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

Name & Signature of the Authorised Signatory

Date: (dd/mm/yyyy)

FOR OFFICE USE ONLY

(Originals verified) True copies of documents received

(Self-Attested) Self Certified Document copies received

(.....)
Signature of the Authorised Signatory

Date

Seal/Stamp of the intermediary

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

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

B. Proof of Identity (POI): - List of documents admissible as Proof of Identity:

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

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary

public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.

6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

*(*Sufficient documentary evidence in support of such claims to be collected.)*

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

E. List of people authorized to attest the documents:

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

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). ● Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. ● Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. ● Copies of the Memorandum and Articles of Association and certificate of incorporation. ● Copy of the Board Resolution for investment in securities market. ● Authorised signatories list with specimen signatures.
Partnership firm	<ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Certificate of registration (for registered partnership firms only). ● Copy of partnership deed. ● Authorised signatories list with specimen signatures. ● Photograph, POI, POA, PAN of Partners.
Trust	<ul style="list-style-type: none"> ● Copy of the balance sheets for the last 2 financial years (to be submitted every year). ● Certificate of registration (for registered trust only). ● Copy of Trust deed. ● List of trustees certified by managing trustees/CA. ● Photograph, POI, POA, PAN of Trustees.
HUF	<ul style="list-style-type: none"> ● PAN of HUF. ● Deed of declaration of HUF/ List of coparceners. ● Bank pass-book/bank statement in the name of HUF. ● Photograph, POI, POA, PAN of Karta.
Unincorporated association or a body of individuals	<ul style="list-style-type: none"> ● Proof of Existence/Constitution document. ● Resolution of the managing body & Power of Attorney granted to transact business on its behalf. ● Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<ul style="list-style-type: none"> ● Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. ● Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> ● Copy of SEBI registration certificate. ● Authorized signatories list with specimen signatures.
Army/ Government Bodies	<ul style="list-style-type: none"> ● Self-certification on letterhead. ● Authorized signatories list with specimen signatures. ●
Registered Society	<ul style="list-style-type: none"> ● Copy of Registration Certificate under Societies Registration Act. ● List of Managing Committee members. ● Committee resolution for persons authorised to act as authorised signatories with specimen signatures. ● True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

TRADING ACCOUNT RELATED DETAILS

For Individuals & Non-individuals

A. BANK ACCOUNT(S) DETAILS

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

B. DEPOSITORY ACCOUNT(S) DETAILS

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

C. TRADING PREFERENCES

**Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.*

Exchanges	Segments			
Name of the Exchange -1	Cash		Currency Derivative	
	F&O		Name of other Segments, if any	
Name of the Exchange -2	Name of the Segments -1, 2...			

If, in future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by the stock broker.

D. PAST ACTIONS

- Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/constituent or its Partners/promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

- If client is dealing through the sub-broker, provide the following details: Sub-broker's Name: SEBI Registration number: Registered office address: Ph: Fax: Website:
- Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, provide details of all) Name of stock broker:.....Name of Sub-Broker, if any:..... Client Code:Exchange: Details of disputes/dues pending from/to such stock broker/sub- broker:

F. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): Specify your Email id, if applicable:
- Whether you wish to avail of the facility of internet trading/ wireless technology (please specify):
- Number of years of Investment/Trading Experience:
- In case of non-individuals, name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in securities on behalf of company/firm/others:
- Any other information:

FOR OFFICE USE ONLY

UCC Code allotted to the Client: -----

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

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

.....
Signature of the Authorised Signatory

Date

Seal/Stamp of the stock broker

INSTRUCTIONS/ CHECK LIST

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

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

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

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. For individuals:
 - a. Stock broker has an option of doing 'in-person' verification through web camera at the branch office of the stock broker/sub-broker's office.
 - b. In case of non-resident clients, employees at the stock broker's local office, overseas can do in-person' verification. Further, considering the infeasibility of carrying out 'In-person' verification of the non-resident clients by the stock broker's staff, attestation of KYC documents by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy / Consulate General in the country where the client resides may be permitted.
5. For non-individuals:
 - a. Form need to be initialized by all the authorized signatories.
 - b. Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in securities on behalf of company/firm/others and their specimen signatures.

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

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

CLIENT INFORMATION

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

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

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

BROKERAGE

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

LIQUIDATION AND CLOSE OUT OF POSITION

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

entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.

32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

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

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT
(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

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

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

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

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

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

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

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

1. BASIC RISKS:

1.1 Risk of Higher Volatility:

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

1.2 Risk of Lower Liquidity:

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

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

1.3 Risk of Wider Spreads:

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

1.4 Risk-reducing orders:

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

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

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

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

1.5 Risk of News Announcements:

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

1.6 Risk of Rumors:

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

1.7 System Risk:

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

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

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

1.8 System/Network Congestion:

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

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

2.1 Effect of "Leverage" or "Gearing":

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

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

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

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

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

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

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

2.2 Currency specific risks:

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

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

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

2.3 Risk of Option holders:

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

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

2.4 Risks of Option Writers:

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

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

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

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

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

4. GENERAL

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

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

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

BEFORE YOU BEGIN TO TRADE

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

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
 - c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such

settlement in the cash market.

- d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.
14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.
15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.
17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.
19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.
20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

POLICIES AND PROCEDURES

MANDATORY

In accordance with the SEBI circular (MIRSD/ SE /Cir- 19/2009) dated December 3, 2009 and SEBI circular No. CIR/MIRSD/16/2011 dated August 22, 2011, the Client is required to comply with the following Policies and Procedures during the subsistence of the relationship with the Client. Any non-compliance with the terms and conditions specified herein shall be deemed to be a breach of the Rights and Obligations of Stock Brokers, Sub-Brokers and Clients as prescribed by SEBI and Stock exchanges ("SEBI Rights and Obligations document") and unless such non-compliance has been rectified by the Client within such period of time as may be stipulated by the Trading Member, the relationship with the Client shall be terminated in accordance with the provisions of the SEBI Rights and Obligations document. All amendments / modifications to the Policies and Procedures on account of the Trading Member's internal policy shall be mutually agreed between the Parties. However, any amendments / modifications to the Policies and Procedures on account of any change in applicable laws shall be deemed to be effective from the date of such change.

A. Refusal of order for penny stocks:

Not Applicable.

B. Exposure Limits:

NA

C. Applicable brokerage rate:

The fees payable by the Client to the Trading Member in respect of services provided / to be provided pursuant to the SEBI Rights and Obligations document, shall be as set-out in the Fee Schedule, and as may be modified, from time to time by the Trading Member and intimated to the Client. The Client agrees that it shall be bound to pay such fees without demur and hereby agrees, forthwith upon demand, to pay, clear and free of withholding and deduction, in Indian Rupees, immediately available and freely transferable funds for same day settlement in Mumbai, towards (i) all fees and any and all other payments including as may be charged or levied by any exchange (ii) all taxes, levies, cesses, penalties and duties, including but not limited to all indirect taxes and stamp duties, payable in connection with Transactions entered into on behalf of, or for the account of, the Client, and (iii) all costs, charges, expenses, damages, losses and other outgoings incurred or suffered by the Trading Member as a result of default by the Client, including without limitation, all legal costs and expenses on a solicitor / client basis.

D. Imposition of penalty /Delayed Payment Charges by either party, specifying the rate and the period

Penalty and other charges levied by the Exchanges pertaining to trading of the client shall be recovered from the respective client

In respect of any monies payable in accordance with the provisions of this Clause and without prejudice to the absolute obligation of the Client to make payment of monies forthwith upon demand, the Client shall be liable to pay interest at ____% p.a., from the date of demand by the Trading Member, till the actual date of receipt of such monies by the Trading Member.

E. The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non payment of client's dues

The Trading Member shall have the right to close out the Clients open positions, in the event the margins placed by the Client with the Trading / Clearing Member is deemed to be insufficient for the settlement of a trade. Further, the Trading Member shall have the right to adjust any and all monies available with the

Trading Member/ Clearing Member from such close out of open positions against the Client's liabilities and obligations.

F. Shortage in obligation arising out of internal netting of trades
Not Applicable

G. Conditions under which the Client may not be allowed to take further positions / close out of open positions:

The Trading Member shall at its sole discretion refuse to take further positions on behalf of the Client or close out any of the Client's existing positions and terminate the relationship with the Client in accordance with the provisions of the SEBI Rights and Obligations document, on the occurrence of any exigencies mentioned below, during the tenure of the relationship with the Client:

- (a) the Client fails to discharge its obligations to the Trading Member in a timely fashion, or in the event that any monies that may be payable by the Client hereunder or pursuant to the SEBI Rights and Obligations document are not paid when due, or
- (b) any representation made by the Client or warranty provided herein or pursuant to the SEBI Rights and Obligations document is found to be false, incomplete, incorrect or misleading in any respect or if any undertaking or covenant herein or under the SEBI Rights and Obligations document is breached or is not performed as undertaken by the Client; or
- (c) if a petition for bankruptcy or insolvency is filed by or threatened against the Client, or
- (d) any consent, authorisation, approval or the like, or license of or registration with or declaration to governmental or public or statutory or regulatory authority, registration with or declaration to governmental or public bodies or authorities, including NSEIL and SEBI, required to be made by the Client in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Client of its obligations hereunder is modified in a manner unacceptable to the Trading Member or is not granted or is revoked or is suspended or is terminated or expires and is not renewed or otherwise ceases to be in full force and effect, or
- (e) the Client is unable generally to pay his debts as they fall due and / or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, under any agreement relating to the same (howsoever described), of any indebtedness, or admits or is ordered to pay any liability and such liability is not paid when due, or
- (f) the Client is in default of its obligations in respect of transactions, including transactions similar to the Transactions either with any other trading member as a client, on any exchange in India or in respect of transactions similar to the Transactions in jurisdictions outside India; or
- (g) the Client fails to pay any amount under any court order or decree or judgment against the Client, or
- (i) the Client fails to fulfil any of its obligations to the NSEIL or NSCCL or SEBI or RBI or as required under any applicable law or regulation, or
- (j) the Client breaches any position limits that may have been imposed, or

- (k) the Client fails to place with its Trading Member adequate margins towards Transactions or maintain the minimum margin requirements in relation to the Transactions as communicated to the Client from time to time in accordance with the terms of the SEBI Rights and Obligations document and this Agreement, or
- (l) any acts or matters which reasonably appear to the Trading Member to be likely to lead to any of the events listed above or any analogous event.

H. Temporarily suspending or closing a client's account at the client's request

Trading Member may, at the request of the Client, suspend the Services provided to the Client under this Agreement for such time-period as requested by the Client provided that there are no outstanding exposure and/or dues against any of accounts of the Client.

I. Deregistering a Client:

Trading Member may in its sole discretion, decide to deregister a particular client.. The illustrative circumstances under which the Trading Member may deregister a client are given below.

1. SEBI or any regulatory body has passed an order against such client, prohibiting or suspending such client from participating in the securities market
2. Such client has been indicated by a regulatory body or any government enforcement agency in case of market manipulation or insider trading or any other case involving violation of any law, rule, regulation, guideline or circular governing securities market
3. Such client has been suspected of indulging in illegal or criminal activities including fraud or money laundering .
4. Such client's name appears in the UN list of prohibiting entities or SEBI debarred list
5. Such client's account has been lying dormant for a long time or client is not traceable
6. Such client has been declared insolvent or any legal proceedings to declare him as such have been intended
7. Such client has been irregular in fulfilling obligations towards margin or settlement dues
8. Such client has a tainted reputation and any business relationship with such clients is likely to tarnish the reputation of the Trading Member or may act as detriment to the Trading Member's prospects.

Signature:

Date:

FEE SCHEDULE

MANDATORY

1.1.1 **BROKERAGE:** Rs ____ /- per lot (\$1000 / EURO 1000 / GBP 1000 / YEN 100, 000)

1.1.2 **OUT OF POCKET EXPENSES**

- Applicable statutory levies and taxes (including service tax, education cess, and stamp duty) would be recovered on actuals.

NOTE:

- This fee schedule becomes void if not signed and returned to the Account Manager within 60 days.
- Clients account will be debited on a daily basis.
- The schedule will be reviewed post 12 months of the effective date

Effective Date of Fee Schedule:

Accepted by: _____ Date: _____

Approved by: _____ Date: _____

SECTION-B

Agreement

NON MANDATORY

This Agreement (“Agreement”) is executed at Mumbai this ___ day of _____, 20___, by and between:

_____, 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 its registered office at _____ and an office at _____, and duly permitted in accordance with the extant relevant and applicable rules, regulations and bye-laws of the National Stock Exchange of India Limited, to act as a constituent in the Currency Derivatives Segment (hereinafter referred to as the ‘Client’ which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the ONE PART;

AND

CITIBANK, N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and carrying on business in India and acting, for the purposes of this Agreement, through its office in India located at 8 to 14th Floor, First International Financial Centre, Plot No. C54, C55, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, being a ‘Member of the Exchange’ within the meaning of the extant relevant and applicable rules, regulations and bye-laws of the Currency Derivatives Segment of the National Stock Exchange of India Limited (hereinafter referred to as the ‘Trading Member’ which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors assigns) of the OTHER PART.

The Client and the Trading Member may, wherever the context so permits, be collectively referred to as the “Parties” and individually as a “Party”.

WHEREAS

1. The Client has, as of the date hereof, opened trading account (s) with the Trading Member and executed and submitted necessary documents as listed in the Account Opening Kit prescribed by the Securities and Exchange Board of India (“SEBI”) in respect of the Trading Member acting as the Client’s trading member for execution of transactions in the currency derivatives segment by the Trading Member for the benefit, and on the instructions of the Client, on the National Stock Exchange of India Limited (“NSEIL”), cleared through the National Securities Clearing Corporation Limited (the “NSCCL”) (“Transactions”);
2. The Parties wish to supplement the terms as listed in the document “Rights and Obligations of Stock Brokers, Sub-Brokers and Clients as prescribed by SEBI and Stock Exchanges” (hereinafter referred to as the “SEBI Rights and Obligations document”) in the manner set-out herein below.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

INTERPRETATION:

1. 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 Applicable Rules and the SEBI Rights and Obligations document.
2. “Applicable Rules” are defined as the Regulations, Bye-laws and Rules of the Currency Derivatives Segment (“Currency Derivatives Segment”) of each of the NS EIL and the NS CCL and the circulars / notifications / press notes issued by each of them from time to time, and the applicable regulations of the Securities and

Exchange Board of India (“SEBI”) and Reserve Bank of India (“RBI”) and the circulars issued by SEBI and/or RBI, in whatever form, from time to time. Any reference to ‘Applicable Rules’ shall be deemed a reference to the Applicable Rules as may, at each relevant time, be prevalent as amended, modified, re-enacted, withdrawn or repealed.

3. NSEIL, NSCCL, SEBI, RBI and all other self-regulatory, and regulatory, statutory, governmental, judicial, quasi-judicial and other authorities that may have competent jurisdiction over the Client, the Trading Member or the terms of the SEBI Rights and Obligations document and this Agreement may be collectively referred to as “Competent Authorities”.

AGREEMENT:

1. Scope of this Agreement

- 1.1 This Agreement and any service level agreements and operating instructions pursuant hereto, are supplementary to and shall be read with, the SEBI Rights and Obligations document.
- 1.2 It is clarified that this Agreement is only confined to the Transactions and does not extend to any other relationship between the Client, on the one hand and Citibank, N.A., on the other hand.
- 1.3 The Client confirms and undertakes that it has/shall contract with a clearing member (“Clearing Member”) to clear Transactions.
- 1.4 The initiation of all Transaction/s is subject to the Applicable Rules, and the terms of the SEBI Rights and Obligations document and this Agreement. If and to the extent that the Applicable Rules are altered, the services to be provided by the Trading Member under this Agreement shall stand modified and the Trading Member may (if required) amend this Agreement accordingly in order to ensure that this Agreement complies with such altered Applicable Rules.
- 1.5 This Agreement may itself also be supplemented or amended by additional agreements or procedures, as may be mutually agreed by the Parties in writing, from time to time.

2. Representations, Warranties and Undertakings

- 2.1 The Client hereby represents, warrants and undertakes to the Trading Member as follows:
 - (a) it has full capacity and authority to enter into this Agreement and instruct the Trading Member to enter into Transactions for the Client’s benefit;
 - (b) it shall instruct the Trading Member to enter into Transactions for bona fide reasons and purposes, and not for illegal or unlawful purposes;
 - (c) it has not relied and will not rely, and shall not claim to have relied on, the advice of the Trading Member in instructing the initiation of any Transaction and shall not hold the Trading Member responsible or liable for any losses, damages, costs, charges, expenses or other outgoings, including consequential or indirect losses such as loss of profit, loss of opportunity etc., that may result from the initiation of any Transaction. The Client acknowledges that the Trading Member, its affiliates or related corporations, or their respective employees or officers may take or maintain or assume directly opposite sides or positions to any instruction of the Client;
 - (d) it is under no legal disability which would prevent it from instructing the Trading Member to undertake any Transactions, and all information supplied by the Client, including as contained in the SEBI Rights and Obligations document and this Agreement is true, complete and correct;

- (e) it will promptly notify the Trading Member, in writing, of any change in information provided by it to the Trading Member pursuant hereto and the SEBI Rights and Obligations document or of any change in circumstances which would affect the representations and information given to the Trading Member or which would in any way affect the Client's ability to instruct the Trading Member to enter into Transactions;
- (f) it will promptly notify the Trading Member, in writing, of any proceedings, investigations, litigations commenced against it including by any regulatory or statutory authority in its jurisdiction of incorporation, the adverse determination of which is likely to prevent or hinder the ability of the Client to instruct the Trading Member to enter into Transactions, or fulfil its obligations hereunder, or otherwise continue to hold positions in the Currency Derivatives Segment;
- (g) it has obtained and shall ensure that all necessary authorisations, approvals and consents of any governmental or other regulatory body or authority applicable to each Transaction are obtained and that the terms contained in the SEBI Rights and Obligations document and this Agreement, and all Applicable Rules are complied with and shall, if so requested by the Trading Member, supply such evidence as the Trading Member may require as to compliance with the foregoing conditions. The Client further acknowledges and confirms that the information provided and to be provided to the Trading Member does not contain any untrue statement of a material fact, nor does it omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made;
- (h) it is aware of, has understood and agrees to be bound by and comply with the Applicable Rules and all applicable law, including with regard to any caps or limits prescribed by NSCCL, NSEIL, SEBI or RBI;
- (i) it has read and understood the Risk Disclosure Document for Currency Derivatives Segment available with the NSEIL and will keep itself current with all amendments thereto, and is instructing and will instruct the Trading Member to undertake the Transactions after being fully aware of and accepting the risks associated with the same;
- (j) it shall immediately inform the Trading Member in writing upon the occurrence of any Event of Default or any event which, with the passage of time or the giving of notice, may constitute an Event of Default and shall make available all other information to the Trading Member which may have a bearing on or otherwise affect the relationship of the Parties hereto;
- (k) it shall maintain records of all Transactions in accordance with applicable law, and for a period of at least 7 years, and shall provide such records, upon demand, to the Trading Member, and shall not destroy or excise the same without prior written notice to the Trading Member;
- (l) Notwithstanding any other provision in this Agreement or the Applicable Rules, the Client agrees that it shall not, acting alone or in concert with others, directly or indirectly, initiate Transactions beyond such limits as may be prescribed, from time to time, by the NSEIL or SEBI or any other Competent Authority.

2.2 The representations, warranties and undertakings contained in this Clause are deemed repeated by the Client on each day that a Transaction is initiated by the Client and requested to be executed for and on behalf of the Client.

2.3. The Client acknowledges that the Trading Member has no responsibility for determining whether a Transaction is suitable or appropriate for the Client.

3. Instructions and Communications

'Communications' shall mean all communications between the Parties and shall include "Instructions" which shall mean instructions provided by the Client to the Trading Member in respect of the Transactions. Communications to be given under the SEBI Rights and Obligations document and this Agreement shall be in writing and transmitted over electronic media or in original.

The Client and the Trading Member agree that the Trading Member shall accept Instructions sent by the Client exclusively over the following media, or as mutually agreed in writing, from time to time:

(a) sent by facsimile transmission from the number(s) set-out below to the number(s) set out below; or (b) delivered by hand; or (c) sent by pre-paid recorded delivery, special delivery or registered post or (d) from the Bloomberg™ address set-out below to the Bloomberg™ address set-out below.

In addition to the modes set-out above for the purposes of issuing and acceptance of Instructions, the Parties may also communicate with each other over electronic mail, from the address(s) set-out below, to the electronic mail addresses set-out below.

In each case, the Communication shall be marked for the attention of the relevant person of each Party set out below (or as otherwise notified from time to time). Any Communication shall be deemed to have been duly given: (a) if hand-delivered, when delivered; (b) if sent by facsimile transmission, upon receipt by the sender, of confirmation of proper transmission; (c) if sent by recorded delivery, special delivery or registered post, when received, as evidenced by documents; (d) if sent via Bloomberg™ or electronic mail, is received on a business day by the recipient.

The Client hereby consents to the recording by the Trading Member of telephonic conversations between it and the Trading Member, and to reference to or use of such recordings, at the Trading Member's sole discretion, in the settlement of any dispute or any court proceedings to which the Trading Member is a party or in which the Trading Member is otherwise required to produce the same, provided that the Trading Member shall not be obliged to retain any recording for any particular period of time. The Trading Member may, at its sole discretion, require the Client to reduce the gist of any such conversation to a writing, and the Client shall comply with the same without demur or protest.

Without prejudice to any of the other provisions hereunder, the Trading Member will be entitled to rely upon or act information regarding a Transaction, as reflected on the system presently referred to as "NOW Online", as may be upgraded, replaced and/or renamed, from time to time, directly or indirectly within the control/management of NSEIL. Provided further the Trading Member reserves the right to replace or substitute the abovementioned "NOW Online" system with such substitute as may be acceptable to the Trading Member.

For the purposes of this Agreement and the SEBI Rights and Obligations document, if delivery occurs after 5:30 P.M. on a business day for the recipient or on a day which is not a business day for the recipient, service shall be deemed to occur at 09:00 A.M. on the next following business day for the recipient. The addresses of the Parties for the purpose of the aforesaid are:

(a) The Trading Member
For the attention of : Mr. Vinay Nayak
Address : Citibank N.A.
12th Floor, First International Financial Centre
C-54,55, G Block, Bandra Kurla Complex
Bandra (East)
Mumbai - 400051
Phone: 91-22-61755545
Fax. No. : 91-22-40065859
Bloomberg™ address :
Electronic mail : vinay.nayak@citi.com

(b) The Client
For the attention of :

Address :
Fax. No. :
Bloomberg™ address :
Electronic mail :

The Client understands and accepts that manual forms of Communication increase the risk of error, security and privacy issues and fraudulent activities. The Client understands that the Internet and other electronic modes of transmission over public lines are not secure means of transmission, and specifically acknowledges and accepts that any and all transmission over the Internet, whether the information being transmitted is in encrypted form or otherwise, involves the risks of possible interception and transmission by third parties and / or alteration and / or unauthorized use or misuse thereof, for whatever purposes. The Parties shall agree to certain procedures ("Procedures") with regard to the verification of the source and / or authority of person(s) communicating on behalf of each Party. The Client authorises the Trading Member to act when it believes, in good faith, that Communications, including Instructions, have been received from an authorised person of the Client, in accordance with the Procedures, and the Client shall be bound by any action taken by the Trading Member pursuant to any such Communication. The Trading Member reserves the right, without liability, to refuse in whole or in part to act on any Communication, if the same has not been sent in accordance with the Procedures or if it has reason to doubt the contents, authorization or origination of the Communication or in the event of the same being unclear or illegible or insufficient. Notwithstanding the foregoing, the Client understands that the Trading Member is not obliged to make any verifications with regard to any of the foregoing.

The Client acknowledges and confirms that Instructions shall be irrevocable, except if permitted by the Trading Member to be revoked / superseded and the Trading Member has had reasonable time to act upon the cancelling or superseding instruction. The Trading Member is entitled to rely conclusively upon the authority of any authorized person to give Instructions until the Trading Member has received notice acceptable to it of any change from the Client and has had a reasonable time to act (after which time it may rely on the change).

In view of the Trading Member agreeing to, and acting upon the Client's request to accept Communication in manual form, by Internet and other electronic modes of transmission over public lines, the Client agrees to exempt the Trading Member from any and all responsibility and liability for interception, transmission, alteration, unauthorized access and / or misuse of any information and for any resultant breach of confidentiality including due to any of the circumstances listed above, and further shall not hold the Trading Member responsible or liable for any errors, or delays arising out of systems failures, disruptions, and other events or circumstances that are not within the control of the Trading Member.

The Client hereby further agrees to and shall, accordingly, hold the Trading Member saved, harmless and indemnified for and against any claims, proceedings or actions, costs, expenses or other outgoings or losses that the Trading Member may incur due to or on account of agreeing to the aforesaid request of the Client.

4. Brokerage Fees:

The fees payable by the Client to the Trading Member in respect of services provided / to be provided pursuant to the SEBI Rights and Obligations document and this Agreement, as of the date hereof, shall be as set-out in the Fee Schedule hereto, and as may be modified, from time to time by the Trading Member and intimated to the Client. The Client agrees that it shall be bound to pay such fees without demur and hereby agrees, forthwith upon demand, to pay, clear and free of withholding and deduction, in Indian Rupees, immediately available and freely transferable funds for same day settlement in Mumbai, towards (i) all fees and any and all other payments including as may be charged or levied by any exchange (ii) all taxes, levies, cesses, penalties and duties, including but not limited to all indirect taxes and stamp duties, payable in connection with Transactions entered into on behalf of, or for the account of, the Client, and (iii) all costs, charges, expenses, damages, losses and

other outgoings incurred or suffered by the Trading Member as a result of default by the Client, including without limitation, all legal costs and expenses on a solicitor / client basis.

5. Events of Default

The following events shall each be construed as an event of default ("Event of Default"); if:

- (a) the Client fails to discharge its obligations to the Trading Member in a timely fashion, or in the event that any monies that may be payable by the Client hereunder or pursuant to the SEBI Rights and Obligations document are not paid when due, or
- (b) any representation made by the Client or warranty provided herein or pursuant to the SEBI Rights and Obligations document is found to be false, incomplete, incorrect or misleading in any respect or if any undertaking or covenant herein or under the SEBI Rights and Obligations document is breached or is not performed as undertaken by the Client; or
- (c) if a petition for bankruptcy, liquidation or insolvency or for the appointment of a receiver or judicial manager is filed or threatened, or any proceeding towards winding-up (whether voluntary or involuntary) is made by or against the Client or threatened to be made by or against the Client, or
- (d) any consent, authorisation, approval or the like, or license of or registration with or declaration to governmental or public or statutory or regulatory authority, registration with or declaration to governmental or public bodies or authorities, including NSEIL and SEBI, required to be made by the Client in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Client of its obligations hereunder is modified in a manner unacceptable to the Trading Member or is not granted or is revoked or is suspended or is terminated or expires and is not renewed or otherwise ceases to be in full force and effect, or
- (e) the Client is unable generally to pay its debts as they fall due and / or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, under any agreement relating to the same (howsoever described), of any indebtedness, and / or makes a general assignment for the benefit of or a composition with its creditors and / or admits or is ordered to pay any liability and such liability is not paid when due, or
- (f) the Client is in default of its obligations in respect of transactions, including transactions similar to the Transactions either with any other trading member as a client, on any exchange in India or in respect of transactions similar to the Transactions in jurisdictions outside India; or
- (g) the Client fails to pay any amount under any court order or decree or judgment against the Client, or
- (h) all or substantially all of the undertaking, assets or properties of the Client or its interests therein are seized, nationalised, expropriated, sequestered or compulsorily acquired by the authority of government, or
- (i) the Client fails to fulfil any of its obligations to the NSEIL or NSCCL or SEBI or RBI or as required under any applicable law or regulation, or
- (j) the Client breaches any position limits that may have been imposed, or

- (k) the Client fails to place with its Clearing Member a adequate margins towards Transactions or is otherwise in default of any contractual or other legal obligations of the Client to the Clearing Member, or
- (l) any acts or matters which reasonably appear to the Trading Member to be likely to lead to any of the events listed in this Clause 5 (a) to (k), above or any analogous event.

Immediately upon the occurrence of any Event of Default, the Trading Member may, at its sole and absolute discretion:

- a) **Close Out:** instruct/contractually permit the Clearing Member to close out the Client's open Transactions; and / or
- b) adjust any and all monies available with the Trading Member in relation to the Transactions against the Client's liabilities and obligations; and
- c) terminate this Agreement and the relationship with the Client under the SEBI Rights and Obligations document with immediate effect,

and the Trading Member shall give notice to the Client of the taking of any such action as soon as is practicable (and if not before the taking of any such action, after).

Without prejudice to the above, the Client agrees and confirms that it shall, at all times, be liable to make good to the Trading Member all losses, damages, costs, charges, expenses and other outgoings, forthwith upon demand

6. Indemnity

- 6.1 The Client agrees that it will indemnify the Trading Member, and its officers, employees and affiliates (each an "Indemnified Person") from any costs (including reasonable legal fees and expenses), fees, expenses, claims, actions, demands and liabilities of any kind (including without limitation those arising from applicable borrowing, buy-in and sell-out procedures) whatsoever and howsoever caused by: (i) its misrepresentations or breaches of warranties; (ii) failure by it or any third party to comply with duties and obligations with respect to the Transactions; (iii) any other breach or contravention of this Agreement or the SEBI Rights and Obligations document by the Client; (iv) termination resulting from an Event of Default; or (v) any other action properly taken by the Trading Member pursuant to this Agreement and/or the SEBI Rights and Obligations document, or by the Clearing Member or at the request of or for the benefit of the Client (including without limitation the costs and expenses of settling Transactions). This indemnity shall not operate in respect of the direct consequences of the Trading Member's own gross negligence, fraud or wilful default.
- 6.2 In addition, the Client agrees to indemnify the Trading Member and the other Indemnified Persons for any costs, expenses, claims, demands and liabilities incurred by the Indemnified Persons by reason of calls on any guarantee, clearing or compensation or investor protection fund, whether by the Clearing Member, NSCCL, NSEIL, any regulatory / statutory body or any other person whatsoever, provided that the liability of the Client in this respect shall be calculated on a fair and reasonable basis.
- 6.3 The Trading Member will not be responsible for any loss or damage suffered by the Client as a result of any act or failure to act by the Trading Member unless the loss or damage results from the Trading Member's breach of this Agreement by wilful misconduct or fraud or gross negligence, in which event the liability of the Trading Member in connection with the loss or damage will not exceed the lesser of replacement of any property or the market value of the property to which such loss or damage relates at the time the Client reasonably should have been aware of such breach. Under no circumstances will the Trading Member be liable to the Client for indirect, incidental or consequential loss or damages, even if advised of the possibility of such damages.

7. Termination

Without prejudice to the Trading Member's absolute and unfettered right to terminate the relationship with the Client under the SEBI Rights and Obligations document and this Agreement upon the occurrence of an Event of Default, either the Client or the Trading Member may terminate this Agreement at any time by giving the other 30 days' prior written notice specifying the date of such termination.

If termination occurs in accordance with this Clause, or upon occurrence of an Event of Default, then without prejudice to the rights of buy-in, sell-out, set-off, lien and retention, and other rights and remedies available to the Trading Member under this Agreement, the SEBI Rights and Obligations document, the Applicable Rules and applicable law and regulations, all the outstanding obligations between the Parties under this Agreement to pay amounts or deliver securities shall be accelerated and become immediately due as of the relevant termination date and shall be payable on such termination date. Further the Trading Member may instruct the Clearing Member to reverse any Transactions to square-off open positions or other obligations.

Clauses which, by their nature, are intended to survive termination of this Agreement shall survive.

8. Temporary Suspension of Trading Account:

The Trading Member may, at the request of the Client, suspend the Services provided to the Client under this Agreement for such time-period as requested by the Client provided that there are no outstanding exposure and/or dues against any of accounts of the Client.

9. This Agreement shall be governed by Indian law. All disputes, differences or questions arising out of or in relation to the Agreement and the SEBI Rights and Obligations document, including the interpretation of the terms contained herein or in the Applicable Rules, or with regard to the obligations, failure or breach thereof by either Party shall, in the first instance, be resolved mutually by the Parties. If the Parties fail to resolve the same mutually, then the same shall be referred to arbitration in accordance with Chapter XI of the NSEIL Bye-laws.

10. Miscellaneous

10.1. **Non-waiver:** The rights, remedies, powers and privileges of the Trading Member under this Agreement and the SEBI Rights and Obligations document are cumulative and not exclusive of any rights or remedies provided by law. No time, indulgence or forbearance granted by the Trading Member hereunder shall operate to waive any of its rights under this Agreement or the SEBI Rights and Obligations document, nor shall any single or partial exercise of the Trading Member's rights under this Agreement or the SEBI Rights and Obligations document preclude any other or further exercise of such rights. Any waiver of a right hereunder, for it to be effective, shall be in writing and given by the Party entitled to that right to the other Party.

10.2. **Non-assignability:** The Client may not assign, delegate, transfer or otherwise dispose of any of its rights or obligations under the SEBI Rights and Obligations document and/or this Agreement without the prior written consent of the Trading Member.

10.3. **Severance:** Any term, stipulation or undertaking in this Agreement which is declared by any court or tribunal of competent jurisdiction to be illegal, in valid or unenforceable shall, to the maximum extent permitted by applicable law, be severed from this Agreement without affecting the remaining provisions of this Agreement, which shall remain fully effective.

10.4. **Events Beyond a Party's Control:** No liability shall result to either Party for delay in any performance, or non-performance of the obligations under this Agreement or the SEBI Rights and Obligations document, which has been caused by any event of force majeure. For the purposes of this Clause, "force majeure" means and includes wars, insurrections, revolutions, fires, floods, epidemic, other catastrophes whether natural or otherwise, quarantine restrictions, declared general strikes in relevant industries, civil disturbance, act of God, act of governmental, statutory, regulatory, civil, military or legal authority, closure or suspension of any market, failure of any systems including telecommunications systems, imposition of foreign exchange controls, embargoes affecting the market and such other acts or events beyond the control of the affected party.

10.5. **Agents and Sharing of Information:**

The Trading Member may appoint agents to perform any part of its functions hereunder and shall use reasonable care in selecting such agents. The Trading Member shall only be responsible for negligence in the selection of agents and shall otherwise have no responsibility or liability for the performance by the agents of any functions performed by them.

The Client accepts, confirms and consents for the disclosure and sharing by the Trading Member of all or any information and data relating to the Client, including but not limited to information relating to Transactions instructed, default, if any, committed by the Client in the discharge of the Client's obligations, as the Trading Member may deem appropriate and necessary to disclose and furnish, to any regulatory, statutory, governmental or supervisory authority and / or to its affiliates, service providers, consultants and / or advisers and / or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whose requirements it customarily complies.

The Client further accepts that, without prejudice to any rights of the Trading Member, all acts / steps as are necessary for the Trading Member to take in order to monitor the performance of the obligations of the Client may be carried out by a and / or through such other person (including a company or body corporate) as may, from time to time, be appointed by the Trading Member in respect hereof. Further, the Client expressly recognises and accepts that the Trading Member shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Trading Member's choice and to transfer or delegate to such third parties the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto and generally performing all lawful acts as the third party may consider appropriate for such purposes.

10.6. **Necessary Systems and Third Parties:** No Competent Authority, including but not limited to NSEIL, NSCCL and SEBI, or other necessary third persons, such as clearing members, clearing-houses, banks, couriers, data-providers, etc., shall be deemed to be agents of the Trading Member. The Client understands and acknowledges that the Trading Member may be required to contract with or enter into arrangements with necessary third parties, not being agents, and utilise systems. Systems are vulnerable to disruption or failure, for the consequences of which the Trading Member will have no responsibility. The Trading Member may also be under limitation, whether by contract or otherwise, from recovering monies from necessary third parties, and the Client's ability to recover losses that may be occasioned to it shall also be subject to any such limits and / or constraints that may be imposed by the system provider, the market, market intermediaries, clearing members, clearing houses, member firms, etc. Without prejudice to the generality of the foregoing, the Client agrees and confirms that the Trading Member is not responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any counter-party, settlement system, depository, market intermediary, clearing house, member firm, exchange etc., and has no responsibility for the selection or monitoring of any clearing agency, settlement system or depository or any other person (including any nominee of the foregoing) in relation to the Transactions.

- 10.7. **Performance Subject to Laws.** The Client understands and agrees that the Trading Member's performance of this Agreement is subject to extant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which the Trading Member is subject.
- 10.8. **Further Information.** The Client agrees to execute further documents and provide materials and information as may be reasonably requested by the Trading Member to enable it to perform its duties and obligations under this Agreement.

SIGNED for and on behalf of
Citibank, N.A.

By : _____
Name : _____
Title : _____

SIGNED for and on behalf of <Client Name>

By : _____
Name : _____
Title : _____

Schedule 1 to the Agreement: Operating Procedures and Policies

These Operating Procedures are to be read with and form an integral part of, and are subject to the terms and conditions of the SEBI Rights and Obligations document and the Agreement, both dated _____, (collectively, the “Agreement”) executed between Citibank, N.A. (the “Trading Member”) and _____ (the “Client”). Capitalized terms herein shall have the meaning ascribed to them under the Agreement. All references to time herein shall be to Indian Standard Time. In the event of any inconsistencies between these Operating Procedures on the one hand, and the SEBI Rights and Obligations document and the Agreement on the other hand, the SEBI Rights and Obligations document and the Agreement shall prevail unless it is expressly stated to the contrary.

(i) Position Limits

The Client will be responsible for monitoring the applicable positions limits on its portfolio. The Trading Member will not be held responsible for any breach of such limits. In case of breach of the applicable limit, the Client is required to ensure that excess positions are immediately reversed / closed-out in order to bring back the current position within the applicable limit. The Trading Member will have complete authority to square-up / close out Client positions in order to bring back Client position within applicable limits. Any losses or gains arising from such close out of positions will be to the Client’s account.

(ii) Clearing Arrangements

The Client will inform the Trading Member of the details of its appointed Clearing Member and will provide a letter of acceptance from the Clearing Member.

The Client shall ensure that it is dealing with the Trading Member at all times in line with the trading limits permitted to it by its Clearing Member and will expressly ensure that it does not initiate a position with the Trading Member for which sufficient margin is not placed with its Clearing Member.

The Client shall also ensure that any Transactions initiated by it through the Trading Member are reported by the Client to its Clearing Member as soon as possible and in all circumstances before 4 PM on the day on which that Transaction was initiated, so as to ensure acceptance of Transactions for clearing by the Clearing Member.

The Client shall notify the Trading Member of the Client’s fund flows in advance so as to enable the Trading Member to follow up with the Client’s Clearing Member for clearing of Transactions.

These procedures will be reviewed periodically by the Trading Member and appropriately modified, if necessary.
Signed for and on behalf of <Client Name>

Authorised Signatory 1 (with company seal)	Authorised Signatory 2 (with company seal)
Name:	Name:
Title:	Title:

[To be printed on client letter head]
Standing Instruction Letter

NON MANDATORY

[Date]

Citibank, N.A.
8-14th Floor, First International Financial Centre,
Plot No. C54 &55, G Block
Bandra Kurla Complex
Bandra East
Mumbai -400 051

Dear Sir,

Standard settlement instructions

We, M/S _____ (“Customer” or “we”) refer to the services extended by Citibank, N.A. (“Bank” or “you”) to us as a Trading Member pursuant to SEBI Rights and Obligations document and an Agreement both dated _____ .

We further refer to the discussions the Bank had with us on the above mentioned and pursuant to the same in order to facilitate the smooth processing of margins, realized profits and losses and any other related charges in the currency derivatives segment and/or for these services extended by the Bank, we would like to issue the following standing instructions.

For the recovery or reimbursement of fees or charges in relation to the services rendered by you we hereby authorize you to debit our account # _____ held with your _____ Branch.

The standing instructions/authorizations provided hereinabove may be revoked by us at any point of time. Provided however, such revocation will be effective only upon receipt by you of a revocation letter from us to that effect.

Signature:

Date:

Running Account authorization

We would like to maintain a running account with Citibank N.A. for the funds payable to us by Citibank N.A.

Citibank N.A. shall settle the funds with us:

Every month

OR

Every quarter

Further, We understand, agree and consent that:

- a) Citibank N.A shall compulsorily execute a monthly/quarterly settlement of collateral funds/securities.
- b) In case we have opted for a monthly/quarterly settlement (including collateral funds/securities), and in case we require an early settlement of funds/securities (including collateral funds/securities), on an exceptional basis, we shall inform the same to Citibank N.A, either in writing or over the phone.
- c) In case of monthly/quarterly settlement (including collateral funds/securities), no interests shall be paid by Citibank N.A on the amount held by Citibank N.A.
- d) In case we need to change/withdraw the options given above, then we shall confirm the same in writing to Citibank N.A.
- e) we will not hold Citibank N.A responsible for any loss or damage caused to us in view of any action and/or inaction, on our part, in this regard.

This letter is issued with requisite authority and approval.

Regards,

Name:

Title:

E-mail & Telephone Indemnity

NON MANDATORY

Date:

Citibank, N.A.

Dear Sirs,

Re: Transmission of Transaction Instructions over Electronic Mail and Telephone.

We, _____, (hereinafter referred to as the ' **Client**', which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), are availing of certain settlement services including trading and Service Provider services (hereinafter referred to as '**Services**') from Citibank, N.A. , a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force, and carrying on the business of banking in India as a Scheduled Bank, and acting for the purposes of this Agreement through its various branches in India, and an office located at 8-14th Floor, First International Financial Centre, Plot No. C54 &55, G Block Bandra Kurla Complex Bandra East Mumbai - 400 051 (herein after referred to as "**Service Provider**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) in respect of clearing of currency derivative transactions executed by the Client on the Currency Derivative Segment of the National Stock Exchange of India Limited ("**NSEIL**") and cleared through the National Securities Clearing Corporation Limited ("**NSCCL**") ("**Transactions**") as the case may be. The Services are governed by the terms of the SEBI Rights and Obligations document dated and an Agreement dated (read together, and referred to as the "**Services Agreement**").

The Client provides instructions ("**Instructions**") to the Service Provider in respect of the Transactions, through various mutually acceptable modes for issuance of such Instructions, as set-out in the Services Agreement. The Client is also desirous of, and may, through its authorized signatories, provide certain Instructions to the Service Provider for Transactions, as permitted by the Service Provider at its sole discretion from time to time, by transmitting the same over electronic mail, in an encrypted form ("**E-mail Instructions**") as acceptable to the Service Provider, and/or by telephone ("**Phone Instructions**"), as acceptable to the Service Provider in certain exceptional circumstances, and in accordance with the terms of this Indemnity-cum-Undertaking, and in this regard, the operational procedures referred to in the **Annexure** hereto (as may be modified, from time to time, by the Service Provider by providing 2 days' prior written notice), shall be adhered to. E-mail Instructions and Phone Instructions may, wherever the context so permits, be collectively referred to as the "**Electronic Instructions**".

ACCORDINGLY,

- (a) The Client confirms that E-mail Instructions shall always originate from the E-mail addresses set-out in the table appearing in the **Schedule** hereto (as may be modified, from time to time, by the Client by providing at least 2 days' prior written notice) and shall always be sent to the E-mail address of the Service Provider set-out in the **Schedule** hereto (as may be modified, from time to time, by the Service Provider by providing atleast 2 days' prior written notice). The Client confirms and agrees that the Service Provider shall be entitled, in good faith, to treat any E-mail Instructions appearing to originate from the E-mail addresses of the Client specified in the **Schedule** as being genuine and duly authorized and that the Service Provider shall not be liable or responsible for the consequences of any act or omission on the basis of the same. The Client acknowledges that the

Service Provider may, with two (2) days' prior written notice to the Client, and without having to provide any reasons therefor, suspend acceptance of E-mail Instructions, in relation to some or all of the Transactions.

- (b) The Client confirms that Phone Instructions shall always be originated by the Service Provider by calling from a phone number as set-out in the table appearing in the Schedule hereto (as may be modified, from time to time, by the Service Provider by providing at least 2 days' prior written notice) and shall always be made to a phone number of the Client as set-out in the Schedule hereto (as may be modified, from time to time, by the Client by providing at least 2 days' prior written notice). The Client confirms and agrees that the Service Provider shall be entitled, in good faith, to treat any Phone Instructions in accordance with the procedure herein as genuine and duly authorized, and shall not be liable or responsible for acting in accordance therewith. The Client acknowledges that the Service Provider may, with two (2) days' prior written notice to the Client, and without having to provide any reasons therefor, suspend acceptance of Phone Instructions, in relation to some or all of the Transactions.
 - (c) The Client understands and confirms that Phone Instructions would, of necessity, require to be reconfirmed by the Service Provider by such modes as permitted in accordance with the terms of the Services Agreement, within a period of _____ hours of the Phone Instructions having been provided. In the event of any discrepancy between the Phone Instructions as provided by the Client and the Instructions as received subsequently by the Service Provider, the contents received by the Service Provider over Phone, shall prevail.
 - (d) All Transactions that are subject-matter of Electronic Instructions shall be originated through Authorized Broker/s whose name and _____ are as set-out in the table appearing in the Schedule hereto (as may be modified, from time to time, by the Client by providing at least 5 days' prior written notice).
 - (e) The Service Provider shall be entitled, but not obliged to, refrain from acting on E-Mail Instructions, unless the Service Provider, in a telephone call to any of the numbers set-out in the Schedule hereto, receives confirmation from a person who purports to be an authorized person of the Client, with respect to E-Mail Instructions. The Client hereby accepts and agrees that the Service Provider is not required to, and will not verify whether or not the confirmation to the Service Provider is, in fact, from one of the Client's authorized persons.
1. In consideration of being able to provide to the Service Provider the Electronic Instructions, the Client hereby:
- (a) unconditionally and irrevocably agrees to indemnify and shall keep indemnified and hold the Service Provider and its officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, claims and expenses, including without limitation any costs between attorney and client by reason of the Service Provider acting on the basis of any Electronic Instructions transmitted over E-mail and/or Phone and/or doing and/or omitting to do anything in terms of this Indemnity-cum-Undertaking and/or Transactions arising out of the Electronic Instructions.
 - (b) confirms that the Client shall not hold the Service Provider responsible or liable in any way for any loss or outgoings, incurred or suffered by the Client or any other person whatsoever pursuant to the Service Provider acting on Electronic Instructions.
 - (c) confirms, without prejudice to the generality of the foregoing, that the Client shall not hold the Service Provider responsible or liable for any loss on any grounds whatsoever incurred by the Client pursuant to the Service Provider not being able to act on the basis of an Electronic Instruction transmitted over E-mail or Phone for any reason whatsoever, including in the event that the Electronic Instructions or

any part thereof, was not legible/audible, or was garbled, incomplete or unclear or that the Electronic Instruction was received at or beyond the close of a mutually agreed cut-off time.

- (d) confirms that the Client accepts full responsibility for requisite due process, safety and security procedures at its end, in the transmission of Electronic Instructions to the Service Provider. The Client undertakes to develop and maintain requisite internal security procedures to prevent unauthorized Electronic Instructions reaching the Service Provider. The Client also accepts and agrees that the Service Provider shall not be liable or responsible for having initiated Transactions on the basis of Electronic Instructions transmitted over E-mail and/or Phone prior to receipt by the Service Provider of any written notice from the Client to not act upon such Electronic Instructions previously received, whether such notice be on account of any breach or suspected compromise of the Client's security procedures or for any other reason whatsoever.
- (e) confirms that the undertakings and commitments of the Client contained herein are valid, irrevocable and not subject to any conditions whatsoever, and shall bind its successors and assigns, and all necessary action has been taken by the Client to authorise the valid execution, delivery and performance of this Indemnity-cum-Undertaking.
- (f) agrees that this Indemnity-cum-Undertaking shall survive termination of the Services Agreement.
- (g) understands, acknowledges and accepts that communication, including Electronic Instructions, sent over public lines, including over the internet, is not necessarily secure, even if encrypted, and that these transmission methods are not necessarily secure means of transmission and delivery, and that there are associated risks, including of breach of confidentiality, possible unauthorized alteration and/or unauthorized use. The Client agrees to exempt the Service Provider from any and all responsibility in this regard including as to any misuse of communication during the time that the same is over public lines, and to hold the Service Provider harmless for any cost or loss that the Client may incur due to the same and any error, delay or problem in transmission or otherwise.
- (h) confirms that the Service Provider shall not be liable for any loss or damage caused to the Client by not complying with Electronic Instructions transmitted over E-mail or Phone, as received by the Service Provider, during a communications or systems failure and the like and any other circumstances not within the reasonable control of the Service Provider, and
- (i) confirms that other than adhering to the processes referred to hereinabove, the Service Provider is not required at all to seek to ascertain the validity, genuineness or otherwise of the Electronic Instructions transmitted over E-mail or Phone, and the Client agrees to be bound by the Electronic Instructions transmitted and received by the Service Provider, whether or not the actual sender of the same was duly authorized by the Client.

This Indemnity-cum-Undertaking shall be governed by the laws of India and shall be subject to jurisdiction of Courts in Mumbai exclusively.

SIGNED AND DELIVERED FOR THE WITHIN NAMED [_____]

Schedule

Email List (for communication from Service Provider to the Client)

- | | <u>Name</u> | <u>Email Address</u> |
|----|-------------|----------------------|
| 1. | | |
| 2. | | |
| 3. | | |

Telephone List (for communication from Service Provider to the Client)

- | | <u>Name</u> | <u>Number</u> |
|----|-------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |

Email List (for communication from the Client to Service Provider)

- | | <u>Name</u> | <u>Email Address</u> |
|----|-------------|----------------------|
| 1. | | |
| 2. | | |
| 3. | | |

Telephone List (for communication from Client to Service Provider)

- | | <u>Name</u> | <u>Number</u> |
|----|-------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |

Annexure

I. Instructions and Information transmitted over E-Mail

II.

- (a) The Service Provider shall send to the Client by encrypted E-Mail, daily, transaction file summaries based on transaction data appearing on NSEIL terminals. The downloads from the NSEIL terminal will be taken around _____, _____, & _____. 'Encryption' as used herein shall mean and include encryption using Entrust software or a MS WinZip version approved by the Service Provider or any other mutually approved encryption process, from time to time.
- (b) The Client will confirm transactions by sending encrypted E-Mail Instructions, at or prior to:
 - (i) _____ in respect of the first transaction file summary;
 - (ii) _____ in respect of the subsequent transaction file summary(s); and
 - (iii) by _____ PM, in respect of the final transaction file summary.
- (c) (Transactions may be 'confirmed' or 'rejected' by the Client, through the E-mail Instructions. Transactions that have neither been 'confirmed' nor 'rejected' shall be kept pending, and may subsequently be 'confirmed' or 'rejected'. Provided however that, Transactions that are not 'confirmed' or 'rejected' vide Instructions or Electronic Instructions prior to _____ P.M. shall stand automatically rejected by the Service Provider.

II. Telephone Instructions

The Service Provider recognizes that certain Transactions may stand 'rejected' solely by reason of (i) the Client not having sufficient time to provide Instructions with regard to Transactions executed shortly prior to close of trading hours; or (ii) modes for provision of Instructions being unavailable to the Client due to circumstances outside the Client's reasonable control. Telephone Instructions are permissible, in accordance with the terms of the Indemnity-cum-Undertaking, in such circumstances to mitigate settlement default. The process for acceptance of Telephone Instructions shall be as follows:

- The Service Provider will assign a test word, and the Service Provider and the Client will specify certain Telephone numbers from and to which calls will be made for receipt of Telephone Instructions.
- In the circumstances listed in (i) and (ii) of the first para above, for any Transactions sighted by the Service Provider based on data received from NSCCL/NSEIL that are neither 'confirmed' nor 'rejected', the Service Provider will call the Client on its specified Telephone number from the Service Provider's specified Telephone number, and seek identification by requesting the Client to state the assigned code word.
- Upon verification of the test word, the Client will call out, inter alia, the following Transaction details, which the Service Provider shall verify against the data sighted by it as received from NSCCL/NSEIL, (i) Transaction date, (ii) participant code, (iii) buy/sell, (iv) Authorised Broker, (v) instrument type, (vi) underlying symbol, (vii) expiry date, (viii) strike price, (ix) option type, (x) Transaction quantity, (xi) Transaction price (upto 4 decimals), and/or such other information as the Service Provider may deem relevant, from time to time. The Client shall then 'confirm' or 'reject' each Transaction.

Date:

Citibank, N.A.

Dear Sirs,

Re: Requests by Facsimile

1. The company named at "[A]" in the Schedule below, as a 'Constituent' in the currency derivatives segment, has contracted with Citibank, N.A. ("Trading Member") for trading in currency derivatives. In the course of this relationship, the Constituent, from time to time, requires to make requests for release of margin placed earlier with the Trading Member. The requests (collectively, "Requests", and in the singular, a "Request"), will be received by the Trading Member in form and manner acceptable to the Trading Member, through the Constituent's authorised signatories (as intimated to the Trading Member, from time to time). The Constituent acknowledges that the Trading Member shall have the sole discretion at any time, and from time to time to, without liability accept or refuse Requests by facsimile transmission for any or all transactions.

2. The Requests by facsimile transmission shall be transmitted by the Constituent duly signed by its authorised signatories on behalf of the Constituent, in conformity with the specimen signatures of the authorised signatories registered with the Trading Member. The Trading Member will verify the signatures on the Requests by facsimile transmission, with the specimen signatures of the authorized signatories provided to the Trading Member by the Constituent.

3. The Trading Member shall be entitled, but not obligated to, refrain from acting on Requests by facsimile transmission, received by the Trading Member from the Constituent, unless the Trading Member, in a recorded telephone call with any one of the Constituent's authorized signatories/designated persons receives confirmation for the Request previously sent by facsimile. The Constituent hereby accepts and agrees to, on behalf of itself and its authorised signatories and designated persons, the recording by the Trading Member of the confirming telephone calls, and accepts that the Trading Member is not required to, and will not, verify whether or not the confirmation to the Trading Member is, in fact, from one of the Constituent's authorized signatories/designated persons.

4. The Constituent hereby agrees that for all Requests by facsimile transmission, the Constituent shall exclusively use the format prescribed by the Trading Member from time to time, and comply with instructions from the Trading Member.

5. The Constituent hereby :

(a) confirms that it shall be bound by the contents of Requests transmitted by facsimile to the Trading Member, and that in the event of, any discrepancy between the Requests, as transmitted by facsimile, and the original of the Requests, the Requests transmitted by facsimile and the particulars and transactions as contained therein, shall be deemed to be the primary document evidencing the Constituent's Requests, and shall prevail, and

(b) undertakes, without prejudice to the aforesaid, that the Constituent shall, within twenty-four hours of receipt of demand from the Trading Member, deliver the original of any Requests to the Trading Member, clearly marked "ORIGINAL OF FAXED REQUEST OF _____ (DATE)". The Trading Member shall not be responsible for inquiring into or following up the performance of this covenant by the Constituent, and

(c) confirms that the Constituent shall not hold the Trading Member responsible or liable for any loss, or any dispute on any grounds whatsoever, incurred by or raised against the Constituent pursuant to the Trading Member acting on any Request transmitted by facsimile to the Trading Member, and

(d) confirms that the Constituent shall not hold the Trading Member responsible or liable for any loss on any grounds whatsoever incurred by the Constituent pursuant to the Trading Member not being able to act on the basis of a Request transmitted by facsimile for any reason whatsoever, including in the event that the facsimile transmission or any part thereof, is not legible, is garbled, erroneous, self-contradictory, incomplete or unclear or that a Request by facsimile transmission is received at or beyond the close of banking business hours or not on a banking business day, and .

(e) confirms that the Constituent accepts full responsibility for requisite due process, safety and security procedures at its end, in the transcribing, signing, issue and transmission of Requests by facsimile to the Trading Member. The Constituent undertakes to develop and maintain requisite internal security procedures, to prevent unauthorized Requests reaching the Trading Member, and also agrees to immediately notify the Trading Member, as detailed at "B" in the Schedule below, or as otherwise notified by the Trading Member from time to time, to not act upon any Requests received by facsimile transmission if the Constituent believes that any breach or suspected breach or compromise of the process and/or security procedures established by it has occurred. The Constituent also accepts and agrees that the Trading Member shall not be liable or responsible for having initiated transactions on the basis of Requests received by facsimile transmission prior to receipt of notice from the Constituent to not act upon Requests received by facsimile transmission, whether such notice be on account of any breach or suspected compromise as aforesaid or for any other reason whatsoever. In the event of any discrepancy between the records of the Constituent and the records of the Trading Member in relation to Requests, the records maintained by the Trading Member shall be presumed to be true and correct, and

(f) confirms that the Trading Member shall not be responsible for any consequences arising from causes beyond the control of the Trading Member, and

(g) confirms that the Trading Members shall have absolute discretion to act or not act upon Requests sent by facsimile transmission. The Trading Member shall notify the Constituent at its earliest possible time should it elect to not act upon a Request received by facsimile transmission and no liability shall devolve upon the Trading Member for not acting upon a Request sent by facsimile transmission, and

(h) confirms that the undertakings and commitments of the Constituent contained herein are valid, irrevocable and not subject to any conditions whatsoever, and shall bind its successors and assigns, and all necessary action has been taken by the Constituent to authorise the valid execution, delivery and performance of this Undertaking and Indemnity, and

(i) agrees that this Undertaking and Indemnity shall be valid till the Constituent continues to avail of the facility of Requests by facsimile transmission, and shall survive the termination of the facility for any claims whatsoever and howsoever and by whomsoever made upon the Trading Member on account of any Requests by facsimile transmission, and

(j) confirms that the Trading Member shall not be liable for any loss or damage caused to the Constituent by not complying with the Requests by facsimile transmission received by the Trading Member, due to existence of force majeure conditions, including but not limited to any strike by the employees of the Trading Member, communication systems failure, riots, rains, flood, tempest, war, enemy action, and the like, and

(k) confirms that the Trading Member shall not be liable for any loss or damage caused to the Constituent, whether due to subsequent revocation by the Constituent of any Requests or otherwise, provided that the Trading Member has taken reasonable care to adhere to the processes of verification of signatures and confirmation by recorded telephone calls, as mentioned in Clauses 2 and 3 above, and

(l) confirms that the Requests sent by facsimile transmission in the name of the Constituent to the Trading Member, and the Trading Member's records of such Requests, shall be sufficient evidence of the Trading Member's adherence and compliance with the procedure referred to in Clauses 2 and 3 above, and

(m) confirms that other than adhering to the processes referred to in Clauses 2 and 3 above, the Trading Member is not required at all to seek to ascertain the validity, genuineness or otherwise of the Requests received by facsimile transmission, and the Constituent agrees to be bound by the Requests received by the Trading Member by facsimile transmission, sent in the name of the Constituent, whether or not they were authorized, and

(n) confirms that the Trading Member may, without liability, terminate the facility of Requests by facsimile transmission, at any time forthwith by written notice addressed to the authorised signatories of the bank account of the Constituent, at the address and/or facsimile transmission number of the Constituent available on the records of the Trading Member at the relevant time. The said address and/or facsimile transmission number shall be used by the Trading Member for the purposes of all communication hereunder with the Constituent and/or the authorised signatories of the Constituent's bank account/s.

The Constituent may terminate its use of the facility of Requests by facsimile transmission at any time by written notice to the Trading Member of not less than 15 days, addressed to the Trading Member as detailed at "B" in the Schedule below, or as otherwise notified from time to time.

In consideration of availing of the facility of Requests by facsimile transmission, the Constituent hereby unconditionally and irrevocably agrees to indemnify and shall keep indemnified and hold the Trading Member and its officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, and consequences including without limitation any costs between attorney and client, whether direct or indirect, by reason of the Trading Member complying with any Requests received by facsimile transmission and/or doing and/or omitting to do anything in terms of this document and/or the Trading Member's policy and procedures, as prevailing from time to time, in respect of any Requests received by facsimile transmission and/or transactions arising out of the Requests.

These presents shall be governed by the laws of the Republic of India and shall be subject to jurisdiction of Courts in Mumbai exclusively.

This document is issued with requisite corporate authority and approval.

The Schedule above referred to

A. _____ (Constituent)

B. Address of the Trading Member : _____

Marked to the attention of : _____

Facsimile transmission number : _____

C. Persons, in addition to authorized signatories, designated for callbacks/transaction confirmations:

Branch Phone Numbers

Name of the Designate

IN WITNESS WHEREOF the aforesaid has been duly executed by and on behalf of the Constituent at _____, on the date first hereinabove mentioned

SIGNED AND DELIVERED on behalf of _____, by _____ its Constituted Attorney vide _____ (DESCRIBE THE AUTHORITY DOCUMENT), in the presence of: