## **ADDITIONAL RIGHTS & OBLIGATIONS**

(Kindly note that these additional clause(s) are voluntary and at the discretion of the stock broker and the client. The same are required for clarifying the scope and exact nature of authorities and responsibilities of the Stock Broker and the client vis-à-vis each other. The client need not execute this document if he / she does not wish to. The client has the right to terminate the document. The Client also has the right to struck off all such clauses, if any, to which he/she doesn't agree. The Client is also expected to put his/her signatures against all such struck off clauses).

For the purpose of this document, unless the context otherwise requires:

- a) The words "Share India" wherever used in this schedule shall be deemed to be referring to M/s. Share India Securities Limited, a company incorporated under the relevant provision of the Companies Act, 1956 and having its registered office at 615 and 616, 6th Floor, X-Change Plaza, Dalal Street Commercial Cooperative Society Limited, Road 5 E, Block 53, Zone 5, Gift City, Gandhinagar, Gujarat-382355, India;
- b) Words denoting the singular number shall also include the plural and vice versa;
- c) The pronouns he", "she", "it" and their cognote variations are used as interchangeable and interpreted in accordance with the context;
- d) Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company, partnership or body corporate shall not apply to any other entity;
- e) References to the words "include" or "including" shall be construed without limitation;
- f) References to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this schedule; and
- g) Reference to any rule, regulation, bylaws, circulars, guidelines and / or directives shall be construed as referring also to any amendment, addition or deletion therein or re-enactment thereof.

## Additional Rights & Obligations:

 The Client agrees and acknowledges that Share India shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment and as such all investment and disinvestment decisions shall be based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the Client on the basis of any information that may be made available by Share India including that on the website/trading platform/through SMS etc. The Client will not hold nor seek to hold Share India or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by Share India or any other agency. Share India does not represent and shall not be deemed to have represented that the investment information is accurate or complete. The Client is aware that any information based on the research of Share India or other external sources is merely an estimation of the viability or otherwise of certain investments, and Share India shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decision. The Client also acknowledges that Share India's employees/agents are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Share India or any of its employees/agents.

- 2. The Client hereby agrees and declares that he has fully assessed and accepted the risks involved in using the services / facilities including but not limited to internet based services such as but not limited to misuse of passwords, internet frauds, technology risks etc.; and agrees not to hold Share India and/or services providers responsible for any damages, losses or negative consequences, which Client may suffer in any manner whatsoever.
- 3. The Client shall regularly review information relating to order placement, order confirmation, order modifications, order executions, trade confirmations, trade modifications and /or any other information

that may be contained in bills, transaction statements, account statements, securities statements, margin statements etc. pertaining to Client's account, communicated or sent by Share India either to Client himself or to any of his relatives, associates or authorized representatives in person or through telephone, SMS, e-mail, courier, ordinary post, speed post, registered post, telegram or any other means or modes that may be available with Share India at the relevant time to Client's Mobile / Telephone No., E-mail Id and/or Postal Address as per Share India's records, and to report the discrepancies in such information/ correspondence, if any, immediately within a period not exceeding 7 days after dispatch of the same from Share India's end by delivering a physical letter in this regard at Share India's corporate office.

- 4. The Client agrees to ensure that he shall not act as a portfolio manager / sub-broker / authorised person / intermediary without getting himself registered as such, in accordance with relevant provisions of rules, regulations, bye laws, circulars and guidelines of the respective stock exchange(s) and / or SEBI.
- 5. Client agrees to Share India tape-recording the conversations between Client/Client's representative and Share India's officers/employees/agents etc. in its absolute discretion, either personally or over the telephone. Such recordings may be relied upon by Share India in appropriate legal/conciliatory proceedings.
- 6. The Client undertakes that he shall neither place nor cause to be placed any such orders (including but not restricted to such orders which are either structured, synchronized or circular in nature and/or such other orders which has or may have the potential of manipulation of order books, prices and/or volumes of the respective scrips/securities/ contracts and/or such other orders which do not have any bonafide economic rationale or are otherwise in-genuine in nature) at the trading terminals of Share India, which violates any of the provisions of rules, regulations, bye-laws, circulars, guidelines

and/or directives of SEBI / respective Stock Exchange/s, as may be in force from time to time. In case of any default on the part of the Client in this regard, the Client unconditionally agrees to wholly indemnify Share India against all such damages, losses and/or penalties, which Share India may be required to incur or suffer on account of Client's violation/non-compliance of the conditions contained in this clause, irrespective of the fact whether such damage/loss/penalty arises during the period of existence of Broker-Client relation of the parties hereto, or at any time thereafter.

- 7. In case Client has made any sale of securities and due to any exigencies, Client is unable to make available the delivery of the same in the designated account within the designated time and it is an inter Client delivery at broker level, Client hereby agrees that Share India may make purchases of the same in the market on Client's behalf to make available the delivery of the said securities to the opposite party.
- 8. Client agrees that his trading account/s may be debited with late payment charges as mentioned in Standard Policies and Procedures documents as Share India may deem fit in its absolute sole discretion, in case the Client fails to meet his pay-in obligations by such pay-in deadlines as may be prescribed by respective Stock Exchange(s) / SEBI from time to time;
- Delient agrees that his trading account/s may be debited with all such charges, damages, penalties and/or losses including cheque bouncing charge/s, charges towards depository services provided by Depository Participant division of Share India to the Client, all statutory charge/s as well as penalties of any kind whatsoever, which Share India may be required to suffer or pay from time to time, due to any of the Clients' actions, omissions, negligence and/or default of any kind whatsoever;
- 10. Client agrees that all such securities that have been deposited by the Client with Share India towards collateral / margin and/or such other securities that may be lying with Share India from time to time due to maintenance of running account by the Client with Share India, may be deposited / pledged by Share

- corporation / clearing house / clearing member / any other person or entity, as Share India may deem fit in its absolute discretion;
- 11. Share India shall be within its right to demand sums due separately for any specific segment and/or stock exchange, if it so deems fit in its absolute discretion. Further, the Client authorizes Share India to set-off outstanding balance/s in any of Clients' trading accounts with Share India against credits available or arising in any other trading account/s maintained by the Client with Share India, irrespective of the fact whether such credit pertains to transactions in different segments of the same Stock Exchange or of different Stock Exchanges and/or against the value of cash margin, securities and / or any other collateral deposited by the Client with Share India:
- 12. The Client agrees that all monies or securities which Share India may hold on Client's account shall be held subject to a general lien for the discharge of Client's obligations towards Share India.
- 13. Client agrees that Share India may in its sole discretion, set-off / appropriate / adjust a part or whole of the monies / credit balances in ledger and / or securities (shares/stocks/commodities etc) and / or Margin lying as credit in Client's account against any dues / debit balances in ledger including but not limited to dues by way of shortfall in Margin in any of Client's account.
- 14. The Client understands and agrees that in no case Share India shall be able to give to the Client, credit against Third Party Payments/ Deliveries tendered/transferred by the Client to the respective Bank and/or Demat Accounts of the Share India. However, in case due to any error or omission, whether bonafide or otherwise on the part of any of the employees/agents etc. of Share India, the Client gets credit towards any Third Party Payments/ Deliveries, then in such a case

- where the Client has received credit a) towards any third party payments, the Client unconditionally agrees to arrange for refund of the entire amount for which undue credit has been received by the Client from Share India, forthwith on receipt of intimation / request in this regard from Share India, and in a case, where the Client has failed to refund the entire amount within 7 days from the date of receipt of intimation / request as aforesaid, then he shall be liable to refund the said amount along with interest @ 18% p.a. plus GST payable for the entire period falling between date of receipt of intimation / request as aforesaid and the date of receipt of actual refund by Share India from the Client; and
- b) where the Client has received credit towards any third party deliveries, the Client unconditionally agrees to arrange for returning all such securities along with all the Corporate Benefits thereon, if any, received by the Client on such securities for which undue credit has been received by him, forthwith on receipt of intimation / request in this regard from Share India, and in case, where the Client fails to return the Securities / Corporate Benefits as aforesaid, the Client shall be liable to pay to Share India, the money equivalent to market value of the Securities / Corporate Benefits not so returned, calculated in accordance with market rates of the relevant securities, prevailing on the date of such payment.
- 15. The Client understands and agrees that in case due to any error or omission, whether bonafide or otherwise, on the part of any of the employees/agents etc. of Share India, Share India pays / transfers / credits to the Client any funds / securities to which the Client was not entitled, then in such a case

- a) where the Client has received any payment/credit from Share India for an amount to which he was not entitled, the Client unconditionally agrees to arrange for refund of the entire amount unduly received by him, forthwith on receipt of intimation / request in this regard from Share India, and in a case, where the Client has failed to refund the entire amount within 7 days from the date of receipt of intimation / request as aforesaid. then he shall be liable to refund the said amount along with interest @ 18% p.a. plus GST payable for the entire period falling between date of receipt of intimation / request as aforesaid and the date of actual receipt of refund by Share India from the Client: and
- b) where the Client has received any securities from Share India to which he was not entitled, the Client unconditionally agrees to arrange for returning all such securities along with all the Corporate

Benefits thereon, if any, received by the Client on such securities unduly received by him, forthwith on receipt of intimation / request in this regard from Share India, and in case, where the Client fails to return the Securities / Corporate Benefits as aforesaid, the Client shall be liable to pay to Share India, the money equivalent to market value of the Securities / Corporate Benefits not so returned , calculated in accordance with market rates of the relevant securities, prevailing on the date of such payment.

Irrespective of the fact whether such a payment/transfer takes place during the period of existence of Broker-Client relation of the parties hereto, or at any time commencing thereafter.

of himself knowing the status of all corporate action(s) including but not limited to Rights Issues, Bonus Issues, Dividends, Stock Splits, Consolidation of Shares, Buy Backs, Open Offers, Reduction / Reorganization of Capital, Merger, Demerger or Amalgamation of Companies and/or Delisting of Companies/ Securities etc. announced or intimated by Issuer Company from time to time, which may or may not have an impact on prices, volumes, lot sizes and/or tradability of respective securities and/or contracts. It is the

Clients' responsibility to keep track of all such corporate action/s in respect of all such securities / contracts in which Client intends to trade and / or those which are kept by Client with Share India for ease of dealing / margin / collateral / security etc. and to make appropriate trading / dealing decisions by appropriately considering the impact of any such corporate action(s). Share India shall not be able to act as an advisor to Client in any of these matters/aspects.

The Client also agrees that in respect all such securities which are kept by Client with Share India for ease of dealing / margin / collateral / security etc., Share India shall not be responsible in any manner to provide any benefits arising out of various Corporate Actions including benefits arising out of Right Issues, Open Offers and Delisting Offers unless benefits, if any, under such

Corporate Actions automatically gets credited to the respective Bank/Demat Accounts of Share India, without requiring any action whatsoever on the part of Share India. However, in case of dividend / bonus / stock splits, the benefit thereof shall be passed on to the respective Clients by the Share India, within one month after receipt thereof.

Further, for availing the benefits arising out of Corporate Actions requiring some action e.g. Right Issues, Open Offers and Delisting Offers etc., in respect all such securities which are kept by Client with Share India for any reason whatsoever, the Client shall be solely responsible for applying

for such corporate benefits after himself taking initiative for getting such securities transferred into his own beneficiary account well in advance before applicable record date / book closure, if any. In / cut-off date exceptional circumstances only. Share India may, upon written request of the Client given well in advance, take actions for and on behalf of the Client, to apply for and / or to receive such corporate benefits in respect of securities held by Share India on behalf of the Client (subject to Client making available free funds etc. for the same well in advance). However, Share India shall not be liable for any loss / claim whatsoever, in the event such application is rejected by Registrar / Company / Manager to the Issue, for any reason whatsoever.

- 17. The Client agrees to accept full responsibility 18. of himself knowing all the applicable rules, regulations, byelaws and directives, if any, in relation to delivery transactions on Commodity Derivatives Segment/s. Share India shall not be able to act as advisor to Client in any of these matters. The client 19 agrees to assume complete and unconditional responsibility in respect of all the compliances, taxes, costs, charges, fee, levies and/or penalties etc., if any, relevant to delivery transactions on Commodity Derivatives Segment/s. The client also unconditionally agrees to reimburse all the costs, expenses and/penalties etc., if any, which Share India may be required to incur and/or suffer on account of client's delivery transactions on Commodity Derivatives Seament/s.
  - 18. The parties hereto have agreed that failure of either party to enforce at any time any terms contained in this schedule, shall not be construed to be the waiver of such terms or of the right to enforce such terms, at any time thereafter.
  - 19. If any provisions of this schedule are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provisions held invalid. The validity of remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if such invalid / unenforceable provisions or terms were not contained herein.

Signed by or on behalf of Client		
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Signed by:		
Title:		
Name of the client		
Place	Date	
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Signed on behalf of Share India			
Cianad hu			
Signed by:			
Title:			
Name of the Stock Broker : <b>SHARE INDIA SECURITIES LTD.</b>			
Place	Date		