BERNSTEIN
SOCIETE GENERALE GROUP

ADDITIONAL RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS

These Additional Rights and Obligations of **Sanford C. Bernstein (India) Private Limited** ("**Stock Broker**") are supplemental to the provisions of the Rights and Obligations of Stock Broker and Clients contained in the Broking Account Registration Form prescribed by SEBI ("**Mandatory Rights and Obligations**"). The Mandatory Rights and Obligations and these Additional Rights and Obligations read in conjunction with the Broking Account Registration Form are hereinafter collectively referred "**Rights and Obligations**".

Additional Rights and Obligations

The engagement of the Stockbroker will be governed by the Rights and Obligations notwithstanding that the Additional Rights and Obligations are not prescribed by SEBI or any other applicable law or regulation. By placing any order with the Stockbroker, the Client acknowledges that it is bound by and has the benefit of the Additional Rights and Obligations.

1. Licenses:

1.1 The Stock Broker is a SEBI registered Stock Broker in the capital market segment of BSE and NSE with registration number INZ0000213537 and is also a SEBI registered Research Entity with registration number INH000006378.

2. Account opening Documents:

2.1 The Client undertakes immediately to notify the Stock Broker in writing if there is any change in the information, including change in name or address, provided by the Client at the time of account opening or at any time thereafter.

3. Refusal to Deal:

3.1 The Stock Broker may at its discretion disallow the Client to take further positions and/or close out existing positions under any circumstances including, but not limited to, the following:

a. where the Client has not been able to meet its pay-in obligation by the scheduled date of the pay-in,

b. clear funds are not received on behalf of the Stock Broker; and

c. in the opinion of the Stock Broker, the Client has committed any fraud or crime or generally acted in contravention of any applicable law.

4. Inadvertent processing and errors, cancellations and modifications of orders/requests:

4.1 The Stock Broker is authorized by the Client to act as it considers appropriate in implementing the instructions of the Client.

5. Charges and Expenses:

5.1 The Client shall, on demand, pay or reimburse the Stock Broker for all other charges and expenses arising from the execution of orders for the Client, including relevant Stock Exchange fees and clearing house fees or such other fees, duties as may be applicable. The Client is liable to reimburse the Stock Broker for all liabilities incurred by the Stock Broker in respect of transactions entered into by the Stock Broker on the Client's behalf.

5.2 The Stock Broker is hereby authorized by the Client to pass on to the Client any penalty which arises on account of the Client, imposed by the relevant Stock Exchange, SEBI and or any other regulatory authority.

6. Deposits and Margins:

6.1 The Client agrees to be bound by the exposure limits, if any, set by the Stock Broker or by the Stock Exchange or Clearing Corporation or SEBI from time to time. The Stock Broker is permitted in its discretion to collect margins (even though not imposed by the relevant Stock Exchange, clearing corporation or SEBI) and the Client shall be obliged to pay such margins as a condition of trading in any securities contracts. The Stock Broker and/or the relevant Stock Exchange shall decide upon such margins/ deposits on certain stocks from time to time. The time for payment of all types of margins/ deposits is of the essence and if no time is stipulated by the Stock Broker the Client is required to meet the margin call before market opens the next day. All intra-day margin call shall be settled within the hours specified on the same day.

6.2 The Stock Broker shall be entitled to appropriate and allocate Margin inter se between the various segments of the relevant Stock Exchange as the Stock Broker may deem fit and proper.

7. Non-Binding advice:

7.1 The Client agrees that the Stock Broker does not provide financial advice and is not aware of the Client's situation, objectives or investment needs. In the event that Stock Broker provides any information or recommendation to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker and/or any of its employees, officials shall not be liable or responsible for any trading costs, losses or damages incurred by the Client.

8. Short delivery of securities:

8.1 The Stock Broker's obligation to deliver securities to the Client or to account to the Client for the proceeds of sale of any securities is conditional on receipt by the Stock Broker of the relevant securities or sale proceeds from the relevant Stock Exchange/dealing Corporation.

8.2 If the Client instructs the Stock Broker to buy securities and the internal counterparty ("Defaulting Client") from whom the securities are purchased fails to deliver all or part of the securities, the Stock Broker may, at its discretion, buy sufficient securities at the Defaulting Client's expense, to enable the Stock Broker to settle the trade for the Client.

9. Algorithmic (Algo) Trading facility, Direct Market Access (DMA Facility) and electronic trading:

9.1 The Client agrees to the following in the event the client avails Algo trading facility:

a. The Client will comply with the rules, regulations, bye-laws, circulars, guidelines, etc of SEBI / Stock Exchange / Stock Broker with respect to the Algo trading and shall not:

(i) use or allow the use of Algo trading facility to engage in any form of market misconduct including insider trading and market manipulation or such conduct which is otherwise in breach / violation of applicable laws, rules and regulations; and

(ii) request or otherwise instruct the Stock Broker to use the algorithm provided by the Client to the Stock Broker in relation to the Client's transactions, unless such algorithm is approved by SEBI/ Stock Exchange as necessary under the relevant rules, regulations, bye-laws, circulars, guidelines, etc. of SEBI/ Stock Exchange. Further, even if such algorithm provided by the Client to the Stock Broker is approved by SEBI/ Stock Exchange as required, it shall be the sole discretion of the Stock Broker as to whether to accept or reject such request made by the Client in writing. Without prior approval of the Stock Broker, the Client should not do any modification or change to the approved Algos or systems used for the Algos.

b. The Client shall be liable in case of loss (including opportunity/ notional loss), damages, fines, penalties, charges, costs, expenses, etc. caused to the Client due to any interruption, malfunction, error, non-availability, technical glitch or for any other reason of whatsoever nature in the Algo trading facility through the Stock Broker and shall not have any claim / complaint of whatsoever nature against the Stock Broker and its employees, directors, associates, etc. in this regard.

c. The Client agrees that the Stock Broker has the right to discontinue the Algo trading facility anytime at the Stock Broker's sole discretion.

9.2 In the event that the Client sends to the Stock Broker instructions electronically to buy or sell securities through a system, including a system provided by a third party such as Autex, TNS, Reuters, Bloomberg or FIX messaging (a "System"), the terms of Annex A (Electronic Trading Terms) shall form part of the Rights and Obligations.

9.3 In the event that the Stock Broker provides electronic access to a Direct Market Access (DMA) facility which includes all related software and accompanying documentation, the terms of Annex B shall form part of the Rights and Obligations.

9.4 The Client acknowledges that:

a. The Client is solely responsible for choosing the System, the DMA Facility and all equipment (including, without limitation, all related software, computers, modems, telephones and other services necessary to access the System or the DMA Facility), and for determining that the System and the DMA Facility is suitable for the Client and is fit for its intended use and purpose. The Stock Broker does not make any warranties (express or implied), representations, or guarantees as to merchantability, fitness for any particular purpose,

performance, service continuity, absence of interruptions or errors or otherwise with respect to the System or the DMA Facility.

b. The Client is solely responsible for obtaining and maintaining the necessary equipment and internet access required to enable the Client to access and use the System and the DMA Facility, for all communication, service fees and charges associated with the System or the DMA Facility, and the Clients warrant that the Client has all the necessary licenses or authorisations in place to use and maintain the System and the DMA Facility and that the Client will at all times comply with all requirements in relation to such licences. The Client is responsible for any equipment, software or internet access provided by a third party which the Client requires to access and use the System and the DMA Facility. The Client acknowledges and agrees that neither the Stock Broker (nor its affiliates) are responsible for any System or DMA Facility interface applications with third parties such as markets, other execution venues, information vendors and other investment firms such as derivative exchange execution and clearing brokers.

10. Limitation of Liability:

10.1 Except to the extent it results from the Stock Broker's gross negligence, willful misconduct or fraud, neither the Stock Broker, nor any affiliate, nor their respective directors, officers, employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability, expense or damage (including without limitation all reasonable legal fees and expenses) arising from:

a. any act or omission in the course of or relating to the activities to which the Rights and Obligations applies;

b. any use of or inability to use the services provided under the Rights and Obligations;

c. any non-execution of any order or request due to any suspension, interruption, non-availability or malfunctioning of the relevant trading service or the relevant Stock Exchange system(s) or service(s) for any reasons whatsoever;

d. any failure, interruption error, omission or delay in performance of their obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within their reasonable control including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors;

e. any variation or reduction of exposure or turnover limits by Stock Broker;

f. accident, transportation, neglect, misuse, errors, frauds on the part of the Client or any agent of the Client or agents or any third party; and/or

g. of any failure or delay by the relevant Stock Exchange, market, clearing house, Custodian, bank or other depository, intermediary or institution.

10.2 The Client acknowledges that trading over telephone and electronically involves uncertain factors and complex hardware, software systems, communication lines, etc., which are susceptible to

interruptions, disturbances and dislocations and the Stock Broker makes no representation or warranty that the services will be available to the Client at all times without interruption. The services are provided on an “as available" basis without warranties of any kind, either express or implied.

11. Compliance with Laws and Regulations:

11.1 The Client agrees to comply with all laws and regulations applicable to all transactions and services in connection with the Rights and Obligations and all services provided under the Rights and Obligations and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. The Client acknowledges and agrees that the Client alone shall be responsible for any breach by the Client of any laws, rules and/or the Rights and Obligations and the Client shall be liable to and agrees to compensate the Stock Broker for in respect thereof at all times.

12. Recording:

12.1 The Client is aware that the Stock Broker may record the orders, instructions and other communications given or made including conversations between the Client and the Stock Broker, either personally or over the telephone, and the Client hereby specifically permits the Stock Broker to do so. Such recordings may be relied upon by the Stock Broker as evidence and when required to resolve disputes in connection with the trading transactions.

13. Services to be provided:

13.1 The Stock Broker may from time to time provide additional services and products. For each of such product or service the Stock Broker may from time to time provide such additional terms and conditions for availing such products and/or services. The Client shall be bound to examine the terms and conditions prior to availing such products or services. By the availing of any such products or services the Client acknowledges that it has accepted to abide by the terms and conditions applicable to such services.

14. Representations and warranties of Clients:

14.1 The Client represents, warrants and undertakes on an ongoing basis that:

a. all securities placed by the Client with the Stock Broker as Margin / deposit shall be free from all encumbrances and/or charges;

b. the Client and its authorized representatives have the required legal capacity, power, authority, authorization and approvals to enter into the Rights and Obligations and is capable of performing, will continue to perform and will take all steps necessary to continue performing its obligations and undertakings hereunder;

c. by entering into each transaction or making each request or order under the Rights and Obligations, the Client will not violate, any applicable laws, binding order of a court or regulatory body applicable to it or any contract or other instrument binding on it or its assets;

d. the terms set out under the Rights and Obligations and each transaction entered into by the Client pursuant to the same are valid and legally binding obligations, enforceable against the Client in accordance with their terms;

e. that its officials are authorized to agree to the Additional Rights and Obligations terms and Client Account Documents for and on behalf of the Client and by placing securities transactions orders with the Stock Broker, all the Terms shall be binding upon the Client and that all corporate approvals and procedures necessary for vesting such authority and approvals have been duly obtained and complied with.

15. Dormant / inactive Dormant / inactive account:

15.1 If the Client wishes to reactivate the account, the client must contact the Stock Broker. The Stock Broker may in its sole discretion reactivate the account after conducting such additional checks as it considers appropriate. The Client shall co-operate with the Stock Broker and provide additional details or documents as the Stock Broker may require to consider re-activating the account.

16. General provisions:

16.1 **Governing law and jurisdiction** - The Rights and Obligations shall be governed by the laws of India in respect of any dispute under the Rights and Obligations.

16.2 **Amendments** – The Rights and Obligations may be amended from time to time by the Stock Broker by notice in writing (which may include the posting of notices on its web site). By continuing to place orders with the Stock Broker, the Client acknowledges that it has read, understands and agrees with any such changes and that such amended terms shall apply to the order.

16.3 **Severability** - Each of the provisions in the Rights and Obligations is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

16.4 **Access to information** - The Client authorizes the Stock Broker to conduct at any time a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.

16.5 **Further documents** - The Client shall from time to time upon the request of the Stock Broker promptly and duly execute and deliver any and all such further instruments and documents as the Stock Broker may deem desirable for the purpose of obtaining the full benefit of the Rights and Obligations and of the rights and powers granted under it.

16.6 **Waiver** - In the course of dealing between Client and Stock Broker, any delay on the part of Stock Broker in exercising any rights/obligations hereunder or under any contract resulting from shall not operate as a waiver of any of the Stock Broker's rights and obligations, except expressly waived in writing by Stock Broker.

16.7 **Right to assign** –The Client's rights under the terms of the Rights and Obligations are personal to the Client and not capable of assignment except as agreed in writing between the parties.

17. Indemnity:

17.1 The Client agrees to indemnify and hold the Stock Broker, its directors, employees, partners, associates, affiliates, agents harmless from and against any and all claims, losses, liability, costs, expenses (including but not limited to lawyer's fees and penalties or costs imposed by any Stock Exchange and proceedings) arising from, out of, or in connection or in relation to:

a. the breach of any obligation by the Client under, or any representation, warranty and/ or covenant made by the Client;

b. the performance by the Stock Broker of its duties or discretions pursuant to the Client Account Documents and / or services rendered by the Stock Broker to the Client; and

c. any other wrongful act on the part of the Client.

18. Dispute Resolution:

18.1 [1]An investor/client shall first take up his/her/their grievance with the Market Participant by lodging a complaint directly with the concerned Market Participant. If the grievance is not redressed satisfactorily, the investor/client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal (**https://scores.gov.in/scores/Welcome.html**) in accordance with the process laid out therein. After exhausting these options for resolution of the grievance, if the investor/client is still not satisfied with the outcome, he/she/they can initiate dispute resolution through the ODR Portal (https://smartodr.in/login).

[1] Substituted vide SEBI Circular No. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/135, dated 4th August 2023

ANNEX A
ELECTRONIC TRADING TERMS

a. Security:

The Client is responsible for maintaining the security of any user name, password or access code ("User Codes") provided to the Client for use of the System. The Client shall be solely responsible for all orders and transactions arising from any person's use or access to the System using the Client's User Codes notwithstanding any lack of the Stock Broker's access controls or the failure of any access controls the Stock Broker may have implemented. The Client shall notify the Stock Broker immediately and in writing in the event of (i) any loss or theft of part or all of the User Codes; or (ii) any actual or suspected unauthorised use of the User Codes; or (iii) any actual or suspected breach of security or confidentiality of the User Codes.

The Client shall maintain with respect to the System adequate systems and controls to ensure that (i) use is only by authorised personnel; (ii) order accuracy, order size, compliance with credit and order limits is checked and validated; and (iii) order direction, order duplication and order retransmission errors do not occur. The Client will ensure that no computer viruses, worms or similar items are introduced through the System to the Stock Broker's computer systems and networks. The Client will be responsible for the installation and proper use of any virus detection software which the Stock Broker may require.

Where the System is provided by a third party: (i) the Client will use such System at their own risk, and (ii) neither the Stock Broker nor its affiliate is liable for the lack of or any inappropriate security of the System. Accordingly, the Client understands and acknowledges that the Stock Broker can give no assurances as to the security of any information provided by the Client to the Stock Broker or by the Stock Broker to the Client through a System provided by a third party provider, nor does the Stock Broker give the Client any assurances that unauthorised persons cannot intercept such information via such a System.

b. Data and information:

The Client is solely responsible for the accuracy and adequacy of all data and information sent to the Stock Broker via the System, for providing the Stock Broker with all the necessary information about the Client's instructions in order to enable the Stock Broker to execute the Client's instructions and for ensuring that only persons authorised by the Client to do so can access the System and input instructions. If the information the Client gives the Stock Broker via the System is inadequate, wrong, not given in a timely manner or otherwise insufficient to enable the Stock Broker to execute the Client's instructions, or has been inputted in error or by some person not authorised by the Client to use the

System, the Stock Broker shall have no liability whatsoever to the Client in respect of either its failure to execute such instructions or its execution of such instructions.

To the extent that the Client uses the Internet in connection with the use of the System, the Client acknowledges that the Internet is not a secure network and that the Client uses the Internet at their sole risk.

c. Compliance with Applicable Laws:

The Client's use of the System will comply with all Applicable Laws, applicable to the trading of any security included in the Client's instructions and the market protocols governing the use of such systems including any recovery practices. Before sending any instructions via the System, the Client will advise the Stock Broker of any legal restrictions on the transfer of any securities the Client has instructed the Stock Broker to purchase or sell and will provide the Stock Broker with any necessary documents that may be needed to satisfy such transfer requirements. The Client is solely responsible for any delays, expenses or losses associated with compliance or failure to comply with any restrictions on the transfer of securities.

d. Compliance with system licenses:

The Stock Broker, or (where applicable) its relevant affiliate, grant the Client a personal, limited, non-exclusive, revocable, non-transferable and non-sublicensable license to use the System. The Stock Broker, or (where applicable) its relevant affiliate, may provide certain portions of the System under license from third parties, and the Client shall comply with any additional restrictions on their usage communicated to the Client by the Stock Broker or the Stock Broker's affiliates from time to time. Where the System is provided by a third party, the Client will comply with the terms of all licenses or other agreements with or from the provider of the System, or any part of the System, that govern its use.

The Client acknowledges that all intellectual property and proprietary rights in the System are owned by the Stock Broker, its affiliates or by any applicable third party service providers (as applicable) and shall be protected under copyright, trademark and other intellectual property laws and other Applicable Laws.

e. Acknowledgement of instructions:

The Stock Broker will not be obligated to execute the Client's instructions until the Stock Broker has acknowledged receipt of the Client's instructions, whether by telephone or electronically, and will then execute the Client's instructions during the normal working hours of the relevant exchange or market where the order is executed, unless agreed otherwise with the Client on a case by case basis.

f. Trading limits:

Notwithstanding the Stock Broker's acknowledgement of the Client's instructions, execution of the Client's instructions will be subject to such trading limits or other restrictions (including any requirement that the Client obtains the Stock Broker's consent to certain orders), whether imposed by the Stock Broker or any relevant regulatory or other statutory authority, exchange, market or other execution venue, legal or regulatory requirement from time to time, and the Client agrees that such trading limits and/or restrictions are for the Stock Broker's and its affiliates' exclusive benefit. The Stock Broker will

not provide the Client with details of such limits and/or restrictions. Should the Client place an order that breaches any trading limits or other restrictions, the Stock Broker or its affiliates shall not be liable for any of you're the Client's loss or damage of any kind whatsoever that may result from rejection of the order.

g. Suspension of access to System Facility:

The Stock Broker shall have the right, in its sole discretion and without notice or liability to the Client, to restrict, suspend or withdraw, temporarily or permanently, the Client's ability to use the System or any part thereof for any reason and at any time. By way of non-limiting example, the Stock Broker may so restrict, suspend or withdraw the Client's use of the System in the following circumstances: (i) where the Client is in breach of any provision in these Terms, (ii) the Client fails to access the System in accordance with Applicable Laws or any of the Stock Broker's policies and procedures as notified to the Client from time to time, (iii) there is or has been a delay, suspension, defect in or failure of the whole or any part of (or combination of) any network, communication or computer system or facilities or software comprising or relating to the System, or market centre, (iv) in the Stock Broker's opinion the Client's orders, if not suspended or withdrawn, may cause the Stock Broker or its affiliate to be in violation of Applicable Laws or the legal or contractual rights of any third party; (v) the Stock Broker deems such suspension or withdrawal otherwise reasonable or advisable. The Stock Broker shall endeavour to provide the Client with notice as reasonably practicable upon suspending or withdrawing the Client's access to the System or any part thereof. In the event that the System is suspended or withdrawn, the Client may submit orders to the Stock Broker by alternative means acceptable to us.

ANNEX B
PART – A: DMA FACILITY USED BY THE CLIENT

1. The Client is expected to be fully aware of the risks associated with the market and the financial instruments being traded on Stock Exchanges through DMA. The Client shall be responsible for complying with laws, rules, regulations, notifications etc. issued by regulatory authorities as may be applicable from time to time.

2. The Client shall ensure that DMA facility provided by the Stock Broker is used only to execute the trades of the Client and shall not be used for transactions on behalf of any other person / entity.

3. The Client shall be responsible for ensuring that, only persons authorized by it shall access and use the DMA facility provided by the Stock Broker. All orders originating from such facility / system shall be deemed to be authorized by the Client.

4. Where the Client accesses or proposes to access the Stock Broker's DMA platform through external applications, including but not restricted to services of third party service provider(s), own application(s), etc., the Client shall ensure that such applications have adequate security features including but not limited to access controls, password protection etc; and that appropriate agreement(s) with such third party service provider(s) etc. for ensuring secured access and communication has been executed and are in place.

5. The Client shall ensure that no person authorized by them to place orders through DMA facility provided by the Stock Broker has been / is involved in any adverse action by any regulatory authorities in any jurisdiction.

6. The Client shall provide the names of authorized individual users to the Stock Broker prior to placing DMA orders.

7. The Client shall not use or allow the use of DMA facility to engage in any form of market misconduct including insider trading and market manipulation or conduct that is otherwise in breach of applicable laws, rules and regulation.

8. The Client is aware that Algorithmic trading i.e. generation of orders using automated execution logic is governed by Algorithmic trading guidelines issued by SEBI and Exchanges and requires prior approval of the exchanges. The Client shall ensure that new Algorithms and changes to existing approved algorithms are not used through the DMA facility without prior approval of concerned Stock Exchanges. The Client shall ensure that it has necessary checks and balances, in place to identify and control dysfunctional Algorithms and the Stock Broker shall have the right to shut down the DMA facility and remove any outstanding Client orders in case of any suspected dysfunctional Algo.

9. The Client is aware that authentication technologies and strict security measures are required for routing orders through DMA facility and undertakes to ensure that the password of the Client and/or his representative are not revealed to any third party.

10. The Client acknowledges that all DMA orders placed by them through the DMA facility would be validated by the risk management system of the Stock Broker. The Stock Broker has the right to accept or reject any DMA order placed by the Client at its sole discretion.

11. The Client shall be solely responsible for all acts or omissions of any person using a DMA facility and shall be bound to accept and settle all transactions executed through the DMA facility provided by the Stock Broker notwithstanding that such order(s) may have been submitted erroneously or by an unauthorized user, or that its data is inaccurate or incomplete when submitted, or the Client subsequently determines for whatever reason that the order should not have been submitted.

12. The Client shall notify the Stock Broker in the event of DMA facility being compromised. Upon receipt of this notice, Client's DMA facility shall be promptly disabled but the Client shall continue to be responsible for any misuse of the DMA facility or any orders placed through the DMA facility as a result of the compromise of the DMA facility at their end. The Stock Broker shall not be liable for any loss, liability or cost whatsoever arising as a result of any unauthorized use of DMA facility at the Client's end.

13. In the event of winding-up or insolvency of the Client or his otherwise becoming incapable of settling their DMA obligation, Stock Broker may close out the transaction of the Client as permissible under bye-laws, rules, regulations of the exchanges. The Client shall continue to be liable for any losses, costs, damages arising thereof.

14. The Client is fully aware of the risks of transmitting DMA orders to the Stock Broker's DMA facility through vendor systems or service providers and the Stock Broker is not responsible for such risks.

15. The Client should be aware of the fact that neither the DMA facility will be uninterrupted nor error free nor the results that may be obtained from the use of the service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through DMA. The DMA service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including, but not limited to, those of information access, order execution, merchantability and fitness for a particular purpose. The Stock Broker shall not be liable for any loss, damage or injury including but not limited to direct lost profits or trading losses or any consequential, special, incidental, indirect, or similar damages from the use or inability to use the service or any part thereof.

16. The Stock Broker shall have the right to withdraw the DMA facility in case of:

    a) Breach of the limits imposed by the Stock Broker or any regulatory authority.

    b) On account of any misuse of the DMA facility by the Client or on instructions from SEBI/Exchanges.

    c) Any other reason, at the discretion of the Stock Broker

    Stock Broker shall endeavor to give reasonable notice to the Client in such instances.

17. The Stock Broker shall not be liable or responsible for non-execution of the DMA orders of the Client due to any link/system failure at the Client/ Stock Broker/ exchange(s) end.

18. This document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of any other provisions of this document. Any additional terms and conditions should not be in contravention with rules / regulations /bye-laws/circulars, of the relevant authorities including applicable Stock Exchanges as amended from time to time.

PART – B: DMA FACILITY USED BY THE CLIENT THROUGH AN INVESTMENT MANAGER

1. The Client shall be solely responsible for all acts or omissions of any person using a DMA facility and shall be bound to accept and settle all transactions executed through the DMA facility provided by the Stock Broker to the investment manager acting on behalf of the Client, notwithstanding that such order(s) may have been submitted erroneously or by an unauthorized user, or that its data is inaccurate or incomplete when submitted, or the Client subsequently determines for whatever reason that the order should not have been submitted.

2. The investment manager is expected to be fully aware of the risks associated with the market and the financial instruments being traded on Stock Exchanges through DMA. The investment manager shall be responsible for complying with laws, rules, regulations, notifications etc issued by regulatory authorities as may be applicable from time to time.

3. Where the DMA facility provided by the Stock Broker is used to execute trade on behalf of one or more Clients, by the investment manager, then it is represented and warranted that, at each time an order is placed by such investment manager through the DMA facility of the Stock Broker -

   a) the investment manager has due authority to deal on behalf of the Client(s) through the Stock Broker, specifying the roles and responsibilities of the investment manager in execution of transactions on behalf of the Client(s);

   b) the investment manager shall comply with any applicable laws, rules and regulations affecting or relating to tradingoperations;

   c) the investment manager and the Client(s) are bound by the terms and conditions hereof;

   d) the investment manager using the DMA facility for routing Client(s) orders shall not cross trades of their Client(s) with each other. Accordingly, all orders should be offered in the market; and

   e) the Stock Exchange or SEBI may at any time call for any information from a Client(s) or an investment manager acting on behalf of the Client(s) with respect to any matter relating to the activity of the investment manager. The investment manager shall also furnish any information specifying the roles and responsibilities of the investment manager in execution of transactions on behalf of the Client(s), as and when required by the exchanges or SEBI.

4. The investment manager shall be responsible for ensuring that, only persons authorized by it shall access and use the DMA facility provided by the Stock Broker. All orders originating from such facility / system shall be deemed to be authorized by the Client.

5. Where the investment manager accesses or proposes to access the Stock Broker's DMA platform through external applications, including but not restricted to services of third party service provider(s), own application(s), etc., the investment manager shall ensure that such applications have adequate security features including but not limited to access controls, password protection etc and that appropriate agreement(s) with such third party service provider(s) etc. for ensuring secured access and communication has been executed and are in place.

6. The investment manager shall ensure that no person authorized by them to place orders through

DMA facility provided by the Stock Broker has been / is involved in any adverse action by any regulatory authorities in anyjurisdiction.

7. The investment manager shall provide the names of authorized individual users to the Stock Broker prior to placing DMA orders.

8. The investment manager shall not use or allow the use of DMA facility to engage in any form of market misconduct including insider trading and market manipulation or conduct that is otherwise in breach of applicable laws, rules and regulation.

9. The investment manager is aware that Algorithmic trading i.e. generation of orders using automated execution logic is governed by Algorithmic trading guidelines issued by SEBI and Exchanges and requires prior approval of the exchanges. The investment manager shall ensure that new Algorithms and changes to existing approved Algorithms are not used through the DMA facility without prior approval of concerned Stock Exchanges. The investment manager shall ensure that it has necessary checks and balances, in place to identify and control dysfunctional Algorithms and the Stock Broker shall have the right to shut down the DMA facility and remove any outstanding Client orders in case of any suspected dysfunctional Algo.

10. The investment manager is aware that authentication technologies and strict security measures are required for routing orders through DMA facility and undertakes to ensure that the password of the investment manager and/or his representative are not revealed to any third party.

11. The investment manager acknowledges that all DMA orders placed by them through the DMA facility would be validated by the risk management system of the Stock Broker. The Stock Broker has the right to accept or reject any DMA order placed by the investment manager at its sole discretion.

12. The investment manager shall notify the Stock Broker in the event of DMA facility being compromised. Upon receipt of this notice, Client's DMA facility shall be promptly disabled but the Client shall continue to be responsible for any misuse of the DMA facility or any orders placed through the DMA facility as a result of the compromise of the DMA facility at their end. The Stock Broker shall not be liable for any loss, liability or cost whatsoever arising as a result of any unauthorized use of DMA facility at the Client's end.

13. In the event of winding-up or insolvency of the Client or his otherwise becoming incapable of honoring their DMA obligation, Stock Broker may close out the transaction of the Client as permissible under bye-laws, rules, regulations of the exchanges. The Client shall continue to be liable for any losses, costs, damages arising thereof.

14. The investment manager is fully aware of the risks of transmitting DMA orders to the Stock Broker's DMA facility through vendor systems or service providers and the Stock Broker is not responsible for such risks.

15. The investment manager should be aware of the fact that neither the DMA facility will be uninterrupted nor error free nor the results that may be obtained from the use of the service or as to the timeliness, sequence, accuracy, completeness, reliability or content of any information, service or transaction provided through DMA. The DMA service is provided on an "as is", "as available" basis without warranties of any kind, either express or implied, including, but not limited to, those of information access, order execution, merchantability and fitness for a particular

purpose. The Stock Broker shall not be liable for any loss, damage or injury including but not limited to direct lost profits or trading losses or any consequential, special, incidental, indirect, or similar damages from the use or inability to use the service or any partthereof.

16. The Stock Broker shall have the right to withdraw the DMA facility in case of:

    a) breach of the limits imposed by the Stock Broker or any regulatory authority;

    b) on account of any misuse of the DMA facility by the Client/ investment manager or on instructions from SEBI/Exchanges; and

    c) any other reason, at the discretion of the Stock Broker.

    Stock Broker shall endeavor to give reasonable notice to the Client in such instances.

17. The Stock Broker shall not be liable or responsible for non-execution of the DMA orders of the Client due to any link/system failure at the Client/ Stock Broker/ exchange(s) end.

18. This document shall not be altered, amended and /or modified by the parties in a manner that shall be in contravention of any other provisions of this document. Any additional terms and conditions should not be in contravention with rules / regulations /Bye-laws/circulars, of the relevant authorities including applicable Stock Exchanges as amended from time to time.