

1. Orders at Unrealistic Prices / in Illiquid securities / commodities

The client hereby confirms that it will not place or cause to be placed with Angel, orders in securities / commodities at prices substantially different from their prevailing market price. The Client agrees that any order placed by the client at a price substantially different from the prevailing market price is liable to be rejected at the sole discretion of Angel. The client also agrees that Angel may in its sole discretion, and without disclosing any reasons, restrict or prohibit trading in any commodities / securities or reduce the open market interests of the client in such securities/ commodities which are considered illiquid or unsuitable for trade, a list of which is available for view on Angel's back office system through secured login. The client understands that the said list is not exhaustive, though on a best effort basis Angel keeps the list updated, and Angel would be within its rights to restrict or prohibit trades in any securities / commodities not included in the list.

2. Applicable Brokerage

2.1. Angel shall levy brokerage for the Client's transactions as per the brokerage slabs mutually agreed with the Client in writing in the Client Registration Form subject to the maximum rate prescribed by the Stock Exchanges / SEBI. The client shall pay such fees, charges and commissions as may be notified by Angel from time to time depending upon the services availed by the client.

2.2. Subject to such maximum prescribed rates, Angel may revise the rates from time to time after advance intimation to the Client of the revised rates and the date on and from which the revised rates shall take effect. However in case of any upward revision in brokerage, Angel will give 15 days advanced intimation to the client. Angel may intimate the revised rates in writing addressed to the client and by publishing the rate on its back-office website. The client shall intimate its objection(s) if any to the revised brokerage in writing within 15 (fifteen) days of receipt of intimation of the change in brokerage. The Client shall be deemed to have agreed to the change in brokerage rates if he does not intimate any objection thereto within the time prescribed.

2.3 Brokerage shall be paid in the manner intimated by Angel to the Client from time to time together with the service tax and statutory levies and duties as may be applicable from time to time on the same.

2.4. Without prejudice to the absolute obligation of the Client to pay/reimburse monies to Angel as set-out above, Angel shall also be entitled to set-off and appropriate any monies that may be placed with or available with Angel for and/or on behalf of the Client towards any dues of the Client to Angel, arising howsoever.

3. Setting up of exposure limits

3.1. Angel shall be entitled to sanction trading limits to the Client based on the upfront margin lying to the credit of the Client in the form of funds / securities / bank guarantees / fixed deposit receipts and such other applicable margin as may be prescribed by regulator or exchanges from time to time to be collected from clients. Other applicable margins

means mark to market margin, special margin, additional margin, tender margin, deliver margin or any other margins. Angel at its sole discretion may refuse to accept any security as collateral/margin. Angel shall from time to time publish a list of securities which would be acceptable as collateral/margin. In case of non payment or short payment of any margin, penalty at the rate prescribed by the Regulator / Exchange(s) from time to time shall be levied to the Client on the margin not/short paid by him/her/it. Client accepts and agrees that Angel may, at its option, demand higher margins from the Client than the margins required by the Exchanges. In setting exposure limits for the Client, Angel shall be entitled to consider such factors as it may deem fit, including without limitation, the client's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of Angel and such other factors or conditions which Angel may consider relevant for the purpose. Angel reserves liberty to vary the trading/exposure limits of the Client depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the client.

3.2. Neither Angel, nor any affiliate of Angel 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 legal fees and expenses) arising from any variation or reduction of exposure or turnover limits by Angel.

4. Delayed payment and consequences

4.1. Notwithstanding anything contained in these presents and without prejudice to margin trading guidelines issued by SEBI, any amounts which are overdue from the Client in any trading segments shall be liable to delayed payment charges at the rate of 1.5% per month or part thereof or such other rate as may be determined and communicated by Angel. Angel is authorised to debit the delayed payment charges to the account of the Client at the end of each month/such other interval as may be decided by Angel.

4.2. Without prejudice to Angel's other rights and to the extent permissible under Applicable Laws, Angel shall be entitled to liquidate / close out all or any of the Client's positions for non payment of margin 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.

4.3. Angel shall be entitled to suspend or terminate the member client relationship without prior notice if the Client fails to fulfil his/its payment obligations hereunder, under the Rights and Obligations / Terms and Conditions mentioned in this document or otherwise due to Angel. However, that client discharging payment obligations shall not preclude Angel from terminating the contract or refusing to place trade orders for the client if the client is found to have / be indulged / indulging in any activities which is in violations of the regulations or detrimental to the integrity of the market.

4.4. Angel shall not be obliged to return any money, margin or otherwise to the Client until the Client has satisfactorily discharged all its payment obligations or other obligations as specified in Client Registration Document.

5. Angel's right to square off:

Without prejudice to Angel's other rights (including the right to refer a matter to arbitration), in the event of the client failing to maintain/supply immediately on demand applicable margin money required to sustain the outstanding market positions of the client, Angel shall be entitled, at its option and liberty, to liquidate / close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off. For removal of doubt, it is clarified that Angel may square off the entire outstanding market interests of the client and the client shall not, as a matter of right, be entitled to reduction of the outstanding positions in stages in order that positions to the extent of available margin are retained in the client's account. Any loss arising from such square off of positions shall be to the account of the client. Angel may also sell all or any securities / collateral of the client lying with it and adjust the sale proceeds against the client's unpaid dues arising from any transactions, charges, levies, or fees in the client's account including squaring off of client's open market positions due shortage of margin. Any and all losses and financial charges on account of such sale shall be borne by the client. Such liquidation / sale may be without any prior reference or notice to the client. Client shall keep and hold Angel indemnified and harmless from any loss arising out of such squaring off / sale. Such liquidation or close out of positions shall apply to any segment in which the Client does business with Angel.

6. Market and internal shortages:

The Client hereby agrees that if he/she/it has short-delivered any securities against his/her/its pay-in obligation towards a counter party who is a Client of Angel and delivery of the securities was also not effected through auction in the market (self-auction) for any reason including that self-auction is not permitted on the Exchange, then the contract shall be closed out and the close out price will be higher of:

(a) The highest price for the securities prevailing in NSE or as the case may be BSE on any date commencing from the date of transaction till the day of auction relevant to the trade (auction day) or

(b) The closing price for the securities on the auction day as increased by 3% of the closing price for F & O traded scrip or 7% for other scrip or such other % as may be revised by Angel from time to time. The amount so determined shall be debited to the account of the Client who defaulted to deliver.

7. Refusal of Client requests for trades/transactions:

7.1. Angel is entitled in its sole discretion to restrict or refuse execution of any orders for transaction in any securities/ commodity if transaction is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges and/or the Regulator issued from time to time and the client shall not call in question any decision of Angel to restrict or refuse transactions on the ground that transactions are not in violation of Angel's due diligence policy or the directives or guidelines of the Exchange and/or the

Regulator or on the ground that the Client has not been put on notice about the securities / commodities on which trade restrictions have been imposed by Angel. Impose trade restrictions having regard in particular to any one or more of the following factors viz.

(i) Market volatility, or (ii) Price sensitive announcements relating to any security /commodity or (iii) Restrictions on trade volume imposed by the Exchange concerned or (iv) Political instability in the country or (v) External aggression or internal rebellion or (vi) Default by the Client to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the market.

7.2. Refuse to accept or act upon any request/order which in Angel's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or Angel's internal policies, without obligation to give the Client its reasons for doing so;

7.3. Close out any transaction which may have been executed but which Angel was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature;

7.4. Disallow any trades or transactions in respect of certain securities/ commodities or segments which may be below/above certain value/quantity as may be decided by Angel from time to time;

7.5. Angel may at its sole discretion decline to carry out the instructions for any reason whatsoever.

8. Suspension and deregistering of Client's Account/ Suspension of services:

8.1. If the Client apprehends that security of his account has been breached, the Client shall by writing to Angel or by immediately informing to the customer care dept of the Angel, request suspension of transactions in the Client's account and Angel may on receipt of such request suspend transactions in the account. The Client shall ensure pay in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which Angel without further reference to the Client shall square off all open derivative positions prior to suspending the account. Angel reserves the right to report to investigating agencies, the concerned exchange or the regulator, any breach of security or integrity of the account of the client or its misuse in a manner which may be a violation of the applicable rules and regulations and policy of the Angel, whether on information received from the client or from any reliable source or on such breach coming to its notice on its own investigation. The account of the Client shall, if suspended, remain so suspended until such time as the Client's request in writing for reactivation of the account is not received by Angel. Provided always that Angel may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the Client lying with it in the Client's account towards full or part recovery of the dues owing by the Client without prior notice or consent of the Client.

8.2. Angel may at any time, as it considers necessary in its sole discretion & without prior notice to the Client, prohibit, restrict or suspend the Client's access to or use of Services provided to the Client under this document, whether in part or entirely.

8.3. Angel reserves the right to suspend and deregister the client without prior notice in the event of:

- a. Any breach of the terms of this document.
- b. In the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Stock Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges.
- c. Upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the client.
- d. The Client being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI.
- e. Bank account, demat account, securities account of the client being frozen or attached by any court of law or any other competent authority for whatever reason.
- f. The Client having misrepresented facts at the time of registration or at the time of giving instructions or otherwise.
- g. Any proceedings or investigations that involve the Client or his / its properties having been initiated (or is/are ongoing).
- h. The Client fails to fulfil his/its payment obligations under this document or otherwise due to Angel or
- i. If the Client migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects Angel or any of its employees to any licensing or registration requirements.

9. Policy regarding treatment of inactive accounts:

In case of trading account the term dormant/Inactive account refers to such account wherein no transactions have been carried out since last 12 (twelve) calendar months.

The Dormant accounts identified based on the above criteria shall be flagged as such in Angel's record. Angel reserves the right to freeze/deactivate such accounts and shall not permit to carry out any fresh transactions in such account. The clients account would be reactivated only after undertaking proper due diligence process and fulfilment of such conditions as may be deemed fit, in the cases where the account has been freed/deactivated.

The client's request through letter/registered email ID / recorded telephone lines may be impressed upon to reactivate the account or carry out any fresh transactions in a dormant / inactive accounts.

The above stated policy may vary depending on various rules, regulations and bye laws as may be prescribed by SEBI, exchanges or any other authority or as per internal policy of Angel from time to time. This Policy for dormant accounts is over and above the transaction monitoring in Dormant account as per Anti-Money laundering Policy of the Company.

In case of clients who have credit balance and who are flagged as Dormant, the funds/ securities of such clients are duly flushed out during monthly/quarterly payout of funds and securities.

10. The prevailing policies and Procedures of Angel in respect of the above said matters shall remain published on its website as may be notified to the Client from time to time and the Client agrees that it is Client's responsibility to access, understand and abide by such policies at all times during the subsistence of the relationship with the client.

I agree and understand that Angel may from time to time at its sole discretion amend or modify the policies and procedures under intimation to me / us.

I/we have read and understood the above mentioned policies and procedures.