ELIOS FINANCIAL SERVICES PRIVATE LIMITED

STOCKBROKER: INZ000306737

Member of National Stock Exchange of India ltd-90283 & BSE Ltd-6791

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Advisory – KYC Compliance

- 6 KYC attributes viz Name, Complete address (including PIN code No. in case of address of India), PAN, valid Mobile number, Valid email-id, Income details/range and details of custodians for the custodian settled clients has been made mandatory for Investors.

- In instances, where the aforesaid 6 KYC attributes are not updated, the trading accounts would be considered as non-compliant and would not be permitted to trade at the Exchange.

- The non-compliant demat accounts will be frozen for debits by Depository Participant or Depository.

- On submission of the necessary information to the stockbroker and updation of the same by the stockbroker in the Exchange systems and approval by the Exchange, the blocked trading accounts shall be unblocked by the Exchange on T+1 trading day.

- The demat account shall be unfrozen once the investor submits the deficient KYC details and the same is captured by the depository participant in the depository system.

- To ensure smooth settlement, the investors are requested to ensure that both the trading and demat accounts are compliant with respect to the KYC requirement.

- Investors are required to ensure that they comply with the requirement of linking their Aadhar Number with PAN by March 31, 2023. Investors whose PANs are not seeded with their Aadhar Numbers by March 31, 2023 shall not be permitted to trade w.e.f. April 01, 2023 as their PANs shall be rendered inoperative.

- The investors are hereby requested to comply with the regulatory guidelines issued by Exchanges and Depositories from time to time with regard to KYC compliance and related requirements.

"Attention Investors!

- Beware of fixed/guaranteed/regular returns/ capital protection schemes. Brokers or their authorized persons or any of their associates are not authorized to offer fixed/guaranteed/regular returns/ capital protection on your investment or authorized to enter into any loan agreement with you to pay interest on the funds offered by you. Please note that in case of default of a member claim for funds or securities given to the broker under any arrangement/ agreement of indicative return will not be accepted by the relevant Committee of the Exchange as per the approved norms.

- Do not keep funds idle with the Stock Broker. Please note that your stock broker has to return the credit balance lying with them, within three working days in case you have not done any transaction within last 30 calendar days. Please note that in case of default of a Member, claim for funds and securities, without any transaction on the exchange will not be accepted by the relevant Committee of the Exchange as per the approved norms.

- Check the frequency of accounts settlement opted for. If you have opted for running account, please ensure that your broker settles your account and, in any case, not later than once in 90 days (or 30 days if you have opted for 30 days settlement). In case of declaration of trading member as defaulter, the claims of clients against such defaulter member would be subject to norms for eligibility of claims for compensation from IPF to the clients of the defaulter member. These norms are available on Exchange website at following link:

  https://www.nseindia.com/invest/about-defaulter-section /

  https://www.bseindia.com/static/investors/Claim_against_Defaulter.aspx

- Brokers are not permitted to accept transfer of securities as margin. Securities offered as margin/ collateral MUST remain in the account of the client and can be pledged to the broker only by way of 'margin pledge', created in the Depository system. Clients are not permitted to place any securities with the broker or associate of the broker or authorized person of the broker for any reason. Broker can take securities belonging to clients only for settlement of securities sold by the client.

- Always keep your contact details viz. Mobile number/Email ID updated with the stock broker. Email and mobile number is mandatory and you must provide the same to your broker for updation in Exchange records. You must immediately take up the matter with Stock Broker/Exchange if you are not receiving the messages from Exchange/Depositories regularly.

- Don't ignore any emails/SMSs received from the Exchange for trades done by you. Verify the same with the Contract notes/Statement of accounts received from your broker and report discrepancy, if any, to your broker in writing immediately and if the Stock Broker does not respond, please take this up with the Exchange/Depositories forthwith.

- Check messages sent by Exchanges on a weekly basis regarding funds and securities balances reported by the trading member, compare it with the weekly statement of account sent by broker and immediately raise a concern to the exchange if you notice a discrepancy.

- Please do not transfer funds, for the purposes of trading to anyone, including an authorized person or an associate of the broker, other than a SEBI registered Stock broker."

Attention Investors:

1. Prevent Unauthorised transactions in your account. Update your mobile numbers/email IDs with your stock brokers. Receive information of your transactions directly from Exchange on your mobile/email at the end of the day ..... Issued in the interest of investors.

2. KYC is one time exercise while dealing in securities markets – once KYC is done through a SEBI registered intermediary (Broker, DP, Mutual Fund etc.), you need not undergo the same process again when you approach another intermediary.

3. No need to issue cheques by investors while subscribing to IPO. Just write the bank account number and sign in the application form to authorise your bank to make payment in case of allotment. No worries for refund as the money remains in investor's account.

4. Clients / Investors are advised to: (i) remain cautious on the unsolicited e-mails and SMS advising them to buy, sell or hold securities; (ii) to trade only on the basis of informed decision; (iii) share their knowledge or evidence of systemic wrongdoing, potential frauds or unethical behaviour through the anonymous portal facility provided on NSE website: http://www.nseindia.com/int_invest_dynacontent/any_portal.html

Margin Pledge Awareness

1. Stock Brokers can accept securities as margin from clients only by way of pledge in the depository system w.e.f. September 01, 2020.

2. Update your mobile number and email id with your stock broker / depository participant and receive OTP directly from depository on your email id and/or mobile number to create pledge.

3. Pay 20% upfront margin of the transaction value to trade in cash market segment.

4. Investors may please refer to the Exchange's Frequently Asked Questions (FAQs) issued vide circular reference NSE/INSP/45191 dated July 31, 2020 and NSE/INSP/45534 dated August 31, 2020 and other guidelines issued from time to time in this regard.

5. Check your securities / MF / bonds in the consolidated account statement issued by NSDL/CDSL every month. (in case of transactions in the previous month) or every 6 months (in case there are no transactions), as the case may be.

Risk disclosure on derivatives:

- 9 out of 10 individual traders in equity Futures and Options Segment, incurred net losses.
- On an average, loss makers registered net trading loss close to 50,000.
- Over and above the net trading losses incurred, loss makers expended an additional 28% of net trading losses as transaction costs.
- Those making net trading profits, incurred between 15% to 50% of such profits as transaction cost.

Source:

1. SEBI study dated January 25, 2023 on "Analysis of Profit and Loss of Individual Traders dealing in equity Futures and Options (F&O) Segment", wherein Aggregate Level findings are based on annual Profit/Loss incurred by individual traders in equity F&O during FY 2021-22.

Precautions for clients dealing in Options:

- Do not share your trading credentials i.e., your login id and password including OTP's to anyone including an authorized person or an associate of the broker.
- Investors are advised not to trade in leveraged products like Options without proper understanding, which could lead to losses.
- Writing/selling options or trading in options strategies based on tips, without basic knowledge & understanding of the product and its risks.
- Investors are advised not to trade in "Options" based on recommendations from unauthorized/unregistered investment advisors/influencers or on unsolicited tips through WhatsApp, Telegram, YouTube, Facebook, SMS, Calls, etc.

Collection of Customers data by fraudsters:

This is issued in the interest of Investors and as per NSE circular No.: NSE/COMP/42549 and BSE Circular No.: 20191018-7, we hereby informed that certain fraudsters are collecting data from various sources of investors who are trading in Exchanges and sending them bulk messages on the pretext of providing investment tips and luring the investors to invest in bogus entities by promising huge profits. You are advised not to trade on the basis of SMS tips and to take an informed investment decision based on authentic sources.

Visibility on client-wise collateral:

ICCL provides a web-based facility available at https://bseplus.bseindia.com/ to investors to view their disaggregated collateral placed with Member. All investors can use the same after following simple online registration process.

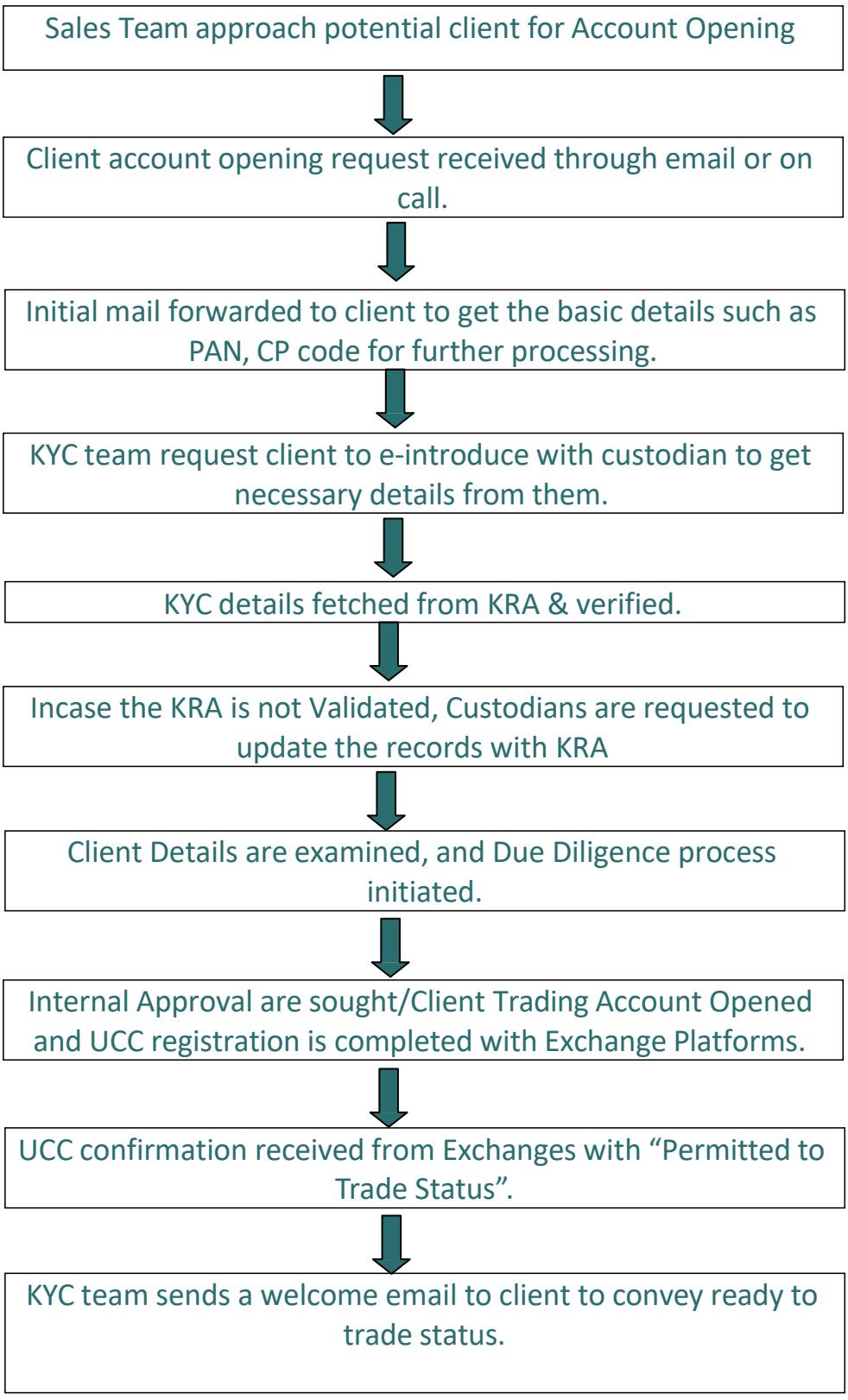
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TRADING ACCOUNT OPENING PROCESS



P.S.: Elios is purely deals with Institutional Clients.

Download Client Registration Documents (Rights & Obligations, Risk Disclosure Document, Do's & Don't's) in Vernacular Language:

https://www.bseindia.com/static/investors/client_regislanguages.aspx?expandable=3

https://www.nseindia.com/trade/members-client-registration-documents

ELIOS FINANCIAL SERVICES PVT. LTD.

(hereinafter referred to as 'EFSPL')

POLICIES & PROCEDURES

1. Refusal of orders for penny / illiquid stock:

Penny / illiquid stock is a stock that trades at a relatively low price, low liquidity, large bid-ask spread and low market capitalization and therefore considered to be prone to high volatility and speculation. SEBI has directed the Exchanges to draw up a list of illiquid securities based on criteria jointly decided by SEBI & Exchanges. List of such illiquid securities identified based on trading activity are issued by Exchanges on monthly basis. Exchanges have advised trading members to exercise additional due diligence while trading in these securities either on own account or on behalf of their clients. EFSPL may from time to time limit (quantity / value) or refuse orders in one or more stocks due to various reasons including but not limited to market liquidity, price of stock(s), order size, the order being for stocks which are not in the permitted list of EFSPL / exchange(s) / SEBI or does not commensurate with the risk profile of the client as assessed by the EFSPL. EFSPL may require compulsory settlement / advance payment of expected settlement value / delivery of securities for settlement prior to acceptance/ placement of order(s) in certain stock(s) as well. Losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the Client alone and the Client shall not hold EFSPL liable for the same. Decision of EFSPL will be binding on the client and will be final.

Penalty for trades in periodic call auction: In the event where maximum of buy price entered by a client (on PAN basis) is equal to or higher than the minimum sell price entered by that client and if the same results into trades, a penalty shall be imposed on such trades. The penalty shall be calculated and charged by the exchange and collected from trading members on a daily basis. Trading members will recover such penalty from clients.

2. Setting up Client's exposure limits:

EFSPL may from time to time in its sole discretion and without prior notice impose, prohibit, restrict and vary limits on the orders and trades which the Client can place and enter into through trading system (including margin percentage exposure limits, turnover limits, limits as to the number, value and/or kind of Securities in respect of which orders can be placed, stocks in which orders can be placed etc). EFSPL may choose not to intimate the Client of the limits and any variation thereof. EFSPL may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Securities through EFSPL on the basis of EFSPL's risk perception and other factors considered relevant by EFSPL, and EFSPL may not necessarily inform the Client of the same in advance. EFSPL shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/or square-off any transaction that EFSPL may need to initiate on account of any such variation, imposition, restriction or prohibition.

EFSPL may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by EFSPL/Exchange/SEBI and any other reasons which EFSPL may deem fit in the circumstances.

Losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the Client alone.

EFSPL may charge margins in excess of Exchange requirement and client shall be required to fulfil the same within the time frame prescribed by EFSPL and client will be responsible for any loss/damages etc caused to the client for not paying the margin within the time frame prescribed by EFSPL.

EFSPL is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) &/or quantum &/or percentage of the margin &/or security required to be deposited / made available, from time to time.

EFSPL is entitled to disable / freeze the account &/or trading facility/any other service facility, if, in the opinion of EFSPL, the client has committed a crime / fraud or has acted in contradiction of this Document (other terms & conditions) or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if EFSPL so apprehends.

3. Applicable brokerage rate:

Brokerage rate shall be mutually decided between EFSPL and the Client at the time of account opening. As required under Exchange / SEBI regulations, brokerage rate is shown separately on the contract notes.

EFSPL shall not charge the brokerage rate in excess of maximum brokerage prescribed by the Exchange(s) / SEBI from time to time.

4. Imposition of penalty / delayed payment charges:

EFSPL may charge penalty charges, delayed payment charges, late pay-in charges, additional financial charges

to clients for not making payment of their pay-in / margin obligation on time according to the Rules, Bye-laws and Regulations of the relevant Exchange. The rate/amount of penalty/ delayed payment charges shall be as applicable per day on the outstanding ledger amount/margin shortfall in cash and derivatives segments.

EFSPL may impose fines/penalties for any orders/trades/deals/actions of the Client which are contrary to this Document (other terms & conditions)/rules/regulations/bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further, where EFSPL has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders/trades/deals/actions of the Client, the same shall be borne by the Client.

5. The right to sell Clients' securities or close Clients' positions, without giving notice to the Client, on account of non-payment of Client's dues to the extent of settlement/ margin related obligation and other lawful outstanding dues:

EFSPL may, but shall not be bound to, at its discretion and at the risk and cost of the Client, at any time Square-off all or any Outstanding Positions of the Client on any/ all Exchange(s) and segment(s) in such manner as EFSPL thinks fit and without any prior notice to or approval of the Client to the extent of settlement / margin related obligation and other lawful outstanding dues. The Client agrees to bear and pay the losses arising from such Squaring-off. In particular, and without prejudice to the generality of the above:

(a) If the Client has entered into a Short Sale or a Long Purchase then EFSPL shall be entitled to, at any time before the Client has Squared-off his Short Sale or Long purchase position Square- off and/or carry forward the whole or part of the Short Sale or Long purchase position on any day, at the price determined by EFSPL or at market price and in any manner as EFSPL thinks fit, or permit the Exchange to close out or auction such position; and the aforesaid shall be at the Client's risk and cost including Brokerage, trade transaction charges and penalty on Square-off/Close-out.

(b) If the Client has been permitted to do margin trading, EFSPL shall be entitled to Square-off the Client's Outstanding position, inter alia, where, in EFSPL opinion, the actual loss and/ or the market loss on the Outstanding positions of the Client has breached or may breach the margins maintained by the Client with EFSPL, where the margin or collateral placed by the Client and made available with EFSPL falls short of EFSPL requirements, where any limit given to the Client has been breached or where the Client has defaulted on any existing obligation. (c) EFSPL may Square-off any Outstanding Position(s) of the client due to all or any of the following:

(i) the volatility in the market;

(ii) any restrictions in relation to volume of trading/ outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House and/or EFSPL;

(iii) delays by the Client in meeting his obligations/dues to EFSPL and/or the Clearing Corporation/Clearing House.

The Client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. EFSPL shall not be responsible for any claim/loss/damage arising out of non-availability/short availability of funds/securities by the Client in the designated account(s) of EFSPL for meeting the pay in obligation of either funds or securities.

In case the payment of the margin / security is made by the Client through a bank instrument, EFSPL shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of EFSPL.

Where the margin /security is made available by way of securities, EFSPL is empowered to decline its acceptance as margin/security &/or to accept it at such reduced value as EFSPL may deem fit by applying haircuts atleast at the rate prescribed by the Exchanges or by valuing it by marking it to market or by any other method as EFSPL may deem fit in its absolute discretion.

EFSPL has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate/square off all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage as decided by EFSPL from time to time in its discretion depending on the market condition.

In the event of such sell/close/liquidate/square off, the Client agrees to bear all the losses based on actual executed prices. In case open position (i.e. short/long) gets converted into delivery due to non-square off because of any reason whatsoever, the Client agrees to provide securities/funds to fulfill the pay-in obligation failing which the Client will have to face auctions or internal close outs; in addition to this the Client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the Client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

EFSPL is entitled to prescribe the date and time by which the margin / security is to be made available and EFSPL may refuse to accept any payments in any form after such deadline for margin/security expires. If the Client fails to maintain or provide the required

margin/fund/security or to meet the funds/margins/securities pay in obligations for the orders / trades / deals of the Client within the prescribed time and form, EFSPL shall have the right (but not the obligation), without any further notice or communication to the Client, to take any one or more of the following steps:

(i) To withhold any payout of funds / securities.

(ii) To withhold / disable the trading / dealing facility to the Client.

(iii) To appropriate and/or transfer and/ or sell all or any Securities cash or collateral in the Client Account and/or instruct the Designated Bank/Business Associate and/or Designated Depository Participant (as the case may be) with whom the respective accounts are maintained to sell and/or transfer all or any funds or Securities in any respective account and retain the proceeds thereof;

(iv) To liquidate / square off partially or fully the position of sale &/or purchase in any one or more securities/contracts in such manner and at such rate which EFSPL may decide in its absolute discretion.

(v) To prevent any new orders from being placed and/or executed by the Client; and/or

(vi)o take any other steps which in the given circumstances, EFSPL may deem fit. The loss(s) if any, on account of any one or more steps as enumerated herein above being taken by EFSPL, shall be borne exclusively by the Client alone.

6. Shortages in obligations arising out of internal netting of trades:

EFSPL shall not be obliged to deliver any securities or pay any money to the Client unless and until the same has been received by EFSPL from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

As per Exchange guidelines, clients should deliver the securities to our Pool a/c on or before T+1. Deliveries received on pay-in-day will be treated as late pay-in. Late pay-in charges, as applicable from time to time, will be imposed.

In the event a client fails to deliver any securities to meet the sale obligation by the stipulated pay-in time, EFSPL may (without any obligation), in its sole discretion and at risk and cost to the defaulting client, buy / obtain such securities in accordance with the applicable rules, bye-laws, regulations and circulars of SEBI/Exchange from market in the defaulting client's trading account so as to enable EFSPL to deliver securities to the client who has purchased such securities. Thus, in case there is shortage in obligations arising out of internal netting of trades, EFSPL shall buy the equivalent number of shares in subsequent trading session(s) on best effort basis in the defaulting client account and give the delivery to the buyer of those shares. Any loss or profit, costs or any other liability of any nature whatsoever occurring as a result of such short delivery shall be borne by the defaulting client. Any type of costs, risks, loss occurring as a result of treatment of internal shortages by EFSPL shall be solely on account of client and EFSPL shall not be responsible for the same. In the event a customer fails to deliver to EFSPL any securities that have been sold by the customer to meet the sale obligation by the stipulated pay-in time, EFSPL shall be entitled to obtain such securities in accordance with the applicable rules, bye-laws, regulations and circulars of SEBI/Exchange to enable EFSPL to deliver securities to client who has purchased these securities.

Share Allocation of delivery payout:

Any type of costs, risks, loss and occurring as a result of such share allocation by EFSPL shall be solely on account of client and EFSPL shall not be responsible for the same. In the event the share payout received from Exchange is less than the total share payout receivable from Exchange, EFSPL shall do the share allocation among its clients in the following manner:

1. 1st priority to clients who has given the excess stock
2. 2nd priority to minimum quantity first
3. Client code wise

7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client:

Client may take exposures as per the company policy on setting up of client's exposure limits given in point 2 above. Client may not be allowed to take position in case of non-availability/shortage of margin as required by EFSPL from time to time. Clients need to adhere to various limits imposed by Exchanges from to time like market wide limits, scrip wise limit etc.

Client may not be able to take further position in case of any trading restrictions put by Exchanges / SEBI on EFSPL. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/nonpayment for their payin obligation/lawful outstanding debts. EFSPL may also close the existing position of a client if any of the circumstances mentioned in point no. 9 below arise or for any other lawful reason as deemed fit by EFSPL from time to time.

8. Temporarily suspending or closing a Client's account at the Client's request:

Based on the request of the Client EFSPL may temporarily suspend the client account and the same shall be activated on the written request of the Client only. This suspension and activation will be subject to client accepting / adhering to conditions imposed by EFSPL including but not limited to settlement of account and/or other obligation. Based on the request of the Client in writing EFSPL can close the client account subject to client account being fully settled.

On the other hand, EFSPL may also withhold the payouts of Client and suspend the trading account due to internal compliance / surveillance action or judicial or/and regulatory order / action requiring client suspension. EFSPL can suspend the Client's trading account due to bouncing of contract notes on registered email id of the client or registered correspondence address of the Client or in case EFSPL is unable to complete any of its Client Identification process at any time during the continuance of the Document (other terms & conditions) between Client and EFSPL. EFSPL may also suspend the Client's trading account in its sole discretion for any other reason as deemed fit by EFSPL from time to time.

Inactive Client account: Client account will be considered as inactive if the client does not trade for period of one year or more. Based on the request of the client EFSPL in its sole discretion may activate the client account. EFSPL shall return the securities/funds lying in such inactive account to the client as per the applicable rules, bye-laws, regulations, circulars, etc. of the Exchange(s).

9. De-registering a client

Notwithstanding anything to the contrary stated in the Document (other terms & conditions), EFSPL shall be entitled to terminate the Document (other terms & conditions) with immediate effect in any of the following circumstances:

(i) If the action of the Client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.

(ii) If there is any commencement of a legal process against the Client under any law in force;

(iii) On the death/lunacy or other disability of the Client;

(iv) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

(v) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

(vi) If the Client being a partnership firm, has any steps taken by the Client and/ or its partners for dissolution of the partnership;

(vii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

(viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;

(ix) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;

(x) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other Document (other terms & conditions) with EFSPL;

(xi) If the Client is in breach of any term, condition or covenant of this Document (other terms & conditions);

(xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect.

10. Non-execution of orders due to connectivity failure: Trading in Exchange is in Electronic Mode, based on leased line, ISDN, Internet, Modem and VPN, combination of technologies and computer systems to place and route orders. It may understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond EFSPL's control and may result in delay in processing or not processing buy or sell orders either in part or in full. EFSPL shall not be fully liable and responsible for any such problem/fault.

11. Collection of Margins:

EFSPL reserves the discretion to call for a higher percentage of margins from the client, than stipulated by the Exchanges/Regulator, depending on its risk assessment or Surveillance parameters or volatility in the markets. All margins are collected in Funds and collaterals. Funds are collected by way of Account payee cheque, NEFT / RTGS / IMPS etc. Collaterals can be in the form of Fixed Deposit Receipts, pledged securities and any other form decided by EFSPL from time to time. The threshold/apex limit each form of collaterals, the ratio of funds and collaterals and their hair-cuts are solely at discretion of EFSPL subject to the guidelines laid down by Exchanges/Clearing Corporation/Regulator.

12. Client Acceptance - Policies and Procedures:

These Policies and Procedures may be amended/changed unilaterally by EFSPL, provided the change is informed to me/us through any one or more approved means or modes made by EFSPL or any other suitable or applicable mode or manner as decided by EFSPL from time to time. The client agrees not to challenge the same on grounds of delayed receipt / non receipt or any other reasons whatsoever.

These Policies and Procedures shall always be read along with the Document (other terms & conditions) and Exchange / SEBI guidelines in force from time to time and shall be compulsorily referred to while deciding any dispute / difference or claim between me/us and EFSPL before any court of law / judicial/ adjudicating authority including arbitrator/ mediator etc.

Annexure-6

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.bseindia.com, www.nseindia.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.

Annexure – 5

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.

Additional Risk Disclosure documents for Options Trading

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.

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.

Annexure – 4

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.

37. "The stock broker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI."

ELECTRONIC CONTRACT NOTES (ECN)

38. 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.

39. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able 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.

40. 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.

41. 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.

42. 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.

43. 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

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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 whosoever 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.

ELIOS
Demystifying India for the World

Client Bank Details (Up streaming Client Nodal Bank Account -USCNBA):

Stock-Broker - Elios Financial Services Pvt. Ltd.

Investors are requested to note that Stock-Broker - Elios Financial Services Pvt. Ltd. is permitted to receive money from an investor through designated bank accounts only named as Upstreaming Client Nodal Bank Account (USCNBA). Elios Financial Services Pvt. Ltd. is also required to disclose these USCNB accounts to Stock Exchange. Hence, you are requested to use the following USCNB accounts only for the purpose of dealings in your trading account with us. The details of these USCNB accounts are also displayed by Stock Exchanges on their website under "Know/ Locate your Stock Broker":

Sr. No.	Bank Name	Account Name	Account Number	IFSC Code
1	ICICI Bank Ltd	ELIOS FINANCIAL SERVICES PRIVATE LIMITED - USCNB ACCOUNT	000405129617	ICIC0000004

Policy for treatment of Inactive/Dormant Accounts

This policy defines the treatment of Dormant/Inactive accounts of the clients maintained with Elios Financial Services Pvt. Ltd. ("Member")

Background:
Pursuant to the circulars; BSE Notice No. 20200210-47 dated 10th February, 2020, BSE Notice No. 20201201-27 dated 1st December 2020 & BSE Notice No. 20241025-25 dated 25 October 2024 and NSE Circular No. 43488 dated 10th February, 2020, NSE Circular No. 46506 dated 1st December, 2020 & NSE Circular No. NSE/INSP/64718 dated 25th October, 2024 regarding Dealings between trading members and their clients wherein Stock Brokers were required to frame policy of treatment of inactive accounts and implement the same.

Definition of Dormant/ Inactive Accounts:
In case of trading account, the term dormant/inactive account refers to such account wherein no transactions & trades have been carried out since last 2 years (24 months) across all Exchanges.

The term inactive account refers to such account wherein any of below mentioned activities has not been carried out by client since last 24 (Twenty-Four) months:

• Trading or participation in OFS/buy-back/Open Offer across any of the exchanges/segments* of the exchanges through EFSPL or *Cash/Equity Derivative/ Currency Derivative/ Commodities Derivative/EGR /Debt/Online Bond Platform/ Execution Only Platform /Any other segment as may be allowed by SEBI/stock exchanges from time to time.

• Transaction in nature of applying/subscribing IPOs (where the IPO bid is successful & not cancelled)/SGBs/Mutual Funds (lumpsum investment or investments through successful SIP instalment payments) on the Mutual Fund platform of the stock exchanges through the same Member

• Modification/updation of e-mail Id/Mobile Number/Address in KYC record of client through the same Member and the same has been uploaded to KRA to ensure Validated/Registered status.

Transaction in Dormant/Inactive Trading Accounts:
The Dormant accounts identified based on the above criteria shall be flagged as 'Inactive' by the Member's in UCC database of all the respective Exchanges. Member 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 and sufficient due diligence (including IPV) and obtaining the updated information related to KYC from the concerned Client.

Procedure to handle Inactive/dormant accounts:

a) **Temporarily Suspending or Closing a Client's account at the client's request**:

EFSPL may carry out periodic review of the client accounts and may suspend the accounts from trading (i.e. prohibiting any market transactions, only allowing client shares/ledger balance settlement to take place) under any of the following circumstances:

- Where the Client is inactive for the twelve continuous months.
- Where the Client has not cleared his dues after repeated reminders

- Where Physical statements or contract notes, etc. are received back undelivered and the client is not responding to update the correct address.
- Where the client is reported or known to have expired.
- Where client lodges a complaint either directly with EFSPL or through the Exchange relating to alleged unauthorized trades being executed in his account.
- Where the account in under investigation by any regulatory body.
- As per direction of the Exchanges, SEBI or any other regulatory body.
- On written request received from the client and the same can be activated on the written request of the client only.

The Client account can be closed on the written request of the client provided the client account is settled. If the client wants to reopen the account, then the client has to again complete the KYC requirement.

b) Deregistering a client:

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

- If the action of the client are prima facie illegal/improper or such to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- On the death/lunacy or other disability of the Client.
- If the client being a partnership firm/any other organization, has any steps taken by the Client and/or its partners for dissolution or liquidation.
- If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock Broker.
- If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- If the Client is in breach of any term, condition or covenant of this Agreement.
- Any suspicious information found by EFSPL in sites likes CIBIL, world check, etc. or if there is any commencement of a legal process against the client under any law in force.
- If the client forms a part of the list of debarred entities published by SEBI and/or any action is taken by NSE/BSE/SEBI on the client.

All the accounts nominated as inactive / dormant needs to be monitored carefully in order to avoid unauthorized transactions in the account. If the client wants to make the account active after 24 continuous months or there after needs to provide the required documents towards supporting the financial status or the client needs to submit a request to reactivate his/her account. In case there is any change in the information such as; address, mobile number, email id, bank/demat account, financial disclosure provided in KYC at the time of registration as client, the same has to be submitted along with the request. After proper verification of the updated / revised details and approval from the compliance officer / or concerned department in-charge of registration of clients, the account can be made active and transaction can take place.

Process for reactivation of Inactive/dormant account which are inactive for 24 continuous months:

A. Process for re-activation of dormant account for Non-Institutional Clients:

The Client can follow any of the below processes for reactivation of account after due authentication:

1. A telephonic request to main office/branch office/authorized person identifying himself through validation questions (as may be asked by Dealer)/other confirmation tools, if any and request for activation of account for placing orders/ transacting in the account **or**

2. Client can give the duly signed request in writing at any of the branch/main offices of trading member or office of authorized person along with documents such as Address Proof – such as Aadhar Card, Electricity Bill Passport Copy. Identity Proof such as Aadhar Card, Passport Copy, Pan Card and financial Information required for trading in derivative segment. The Client may also courier/ post the same for activation of account **or**

3. Client can also send an email from registered mail id for reactivation request.

IPV has to be done for the client by RM/Dealer or Sales person, if client is not physically present then IPV has to done through video calling.

B. Process for re-activation of dormant account for Institutional Clients:

a. Dormant accounts/Inactive account may be reactivated based on the request received from Business Manager with evidence of the client request like an email or call recording or Bloomberg chat or any other mode.

b. An email from registered email id for reactivation of the client if request mode is calls or Bloomberg then after activation of the account confirmation email has to be sent to client along with the client code by Business Manager or the person who has received the request.

c. Operations should check the KYC records available with KRA and ensure that KYC Documents in the record are updated post activation of the client.

Process for reactivation of Inactive / dormant account which are inactive on account of Risk Management Policies / Non Compliance as per Rules, Bye laws, Circulars and Guidelines issued by SEBI, Exchanges:

Client can give the duly signed request in writing at any of the branch/main offices of trading member or office of authorized person along with the financial Information required for trading. The Client may also courier/ Post the same for activation of account.

On verification of the same the compliance officer / risk department in-charge can authorize the activation of such Inactive accounts subject to Rules, Bye laws, circulars and guidelines issued by SEBI, Exchanges and Internal Risk Management Policies.

Controls after activation of Inactive Accounts:

1. Trades in such Inactive accounts be confirmed with respective clients by a person from Head Office who has note punched / received such orders.
2. Alert generation & monitoring at Head Office in case of trade in any Inactive account which is made Active.

Return of Clients assets: In case of clients who have credit balance and who are flagged as Dormant, the funds/ securities of such clients are duly settled on monthly/quarterly basis (as per the client preferences) in the manner prescribed from time to time.

If client has provided running account authorization the funds/securities shall be transferred to client's bank/demat account as a part of daily settlement.

Member is not able to trace the clients and consequently not able to settle funds and securities of such untraceable clients. Member shall make all efforts to trace the clients and settle the funds and securities of such clients based on clients' address, phone numbers, email id, bank account details, demat account details, proof of identity, proof of address and such other details available in client registration documents / other documents.

Member shall maintain a trail / verifiable records for efforts made for tracing such clients and in making settlement of funds and securities of such clients. In case, inspite of best-efforts member is unable to settle the funds and securities of such inactive / untraceable clients, following directions shall be followed:

i. Open a separate and single client bank account for keeping funds of such inactive and untraceable clients.
ii. Open a separate and single client collateral demat account for keeping securities of such inactive and untraceable clients.
iii. Maintain audit trail of UCC wise client funds transferred to such bank account and UCC wise / BO ID wise securities transferred to such demat account (as the case may be).
iv. Submit the data / information maintained under point (iii) above to the Exchange on quarterly basis.
v. Member shall continue its efforts to trace such clients and settle funds and securities balances of such clients.

Policy for distributing Inactive clients' funds / securities in case such client claims it

i. In case if any client claims for such not settled funds / securities lying with the member, the member shall satisfy itself about the client credentials. Member shall instantly repay such funds and deliver such securities (along with corporate benefits, if any) to the claimant upon satisfaction of client credentials.
ii. The members shall update the details of such settlement to the clients in a submission to the Exchange on quarterly basis.

Review Policy:

This policy may be reviewed as and when there are any changes introduced by any statutory authority or as and when it is found necessary to change on account of business needs and Risk Management policy.

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RMS POLICY

Background:

Elios Financial Services Pvt. Ltd. (EFSPL) is a stockbroker registered with National Stock Exchange of India Ltd and BSE Ltd in India and provides stock broking services to its clients. EFSPL predominantly caters to the clients in the Institutional segment, which mainly deals with FPI clients.

Scope of the Policy:

A Risk Management System is integral to an efficient Risk system. We have implemented a complete risk management system, constantly upgraded as per the Exchange, SEBI norm, and the Market Movement. Further, this policy intends to ensure the implementation of best practices in dealing with an intention of offering seamless, high-quality service to the clients.

Defining of Limits:

The following limits shall be defined for each terminal:

1. Quantity Limit for each order
2. Value Limit for each order
3. User value limit for each user ID
4. User quantity limit for each user ID
5. Branch value limit for each Branch ID
6. Spread Order Quantity and Value Limit (Derivatives & Currency Derivatives segment)

Procedure for setting of Limits:

EFSPL follows the practice of setting limits at each level namely BOLT/Corporate Manager/Branch Manager and Dealer. Limits are reviewed on a regular basis and if required approval is taken from the Director by RMS team.

The Limits utilization is continuously monitored during the day. Any request of upward revision in limits by dealer is done post receipt of specific consent of dealer and after necessary risk assessment by RMS team.

EFSPL predominantly deals on behalf of Custodian Clients who generally place large orders and as a result it is difficult to set turnover and exposure limits for such clients. We have given appropriate limits that will be set for Institutional Custodian settled Clients.

Vide circular no. CIR/MRD/DP/34/2012 dated December 13, 2012, issued by SEBI has mandated that individual orders should not exceed Rs. 10 Crores. However, as a conservative measure, all terminals will have an individual order value limit of Rs. 10 Crores.

The clients in the institutional segment take large positions and as a result there will be no position limits for clients. However, Clearing Corporation of respective exchanges monitors the position limits for FPI, FPI sub-accounts based on Custodian Participant (CP) Code.

Unexecuted Orders / Outstanding Orders which are not executed on trading terminals will get cancelled in the trading system at EOD.

Limit Setting for PRO Terminals:

We are not providing any PRO terminals to the dealer other than the approved default location. Any provision for PRO terminals is considered with prior approval of necessary limits from the Director by RMS Manager.

Checks in place:

1. Limits of terminals will be reviewed regularly after analyzing assessment of risk.
2. Terminals limits will be set up at Corporate Office.
3. Direct terminals will be given on exceptional basis only with approval of Director.
4. No user will be provided unlimited limit.
5. Allotment and surrender of terminals are done in compliance with the requirements of Exchanges and SEBI.

Review of process and maintenance of records:

The Board of Directors or Compliance Officer of the company shall review & update this policy from time to time and make the necessary changes as per the amendments introduced by the regulators.

The Risk Management team at Corporate/Head Office shall be responsible for maintenance of records as prescribed by regulators and demonstrating the adequacy of system to auditors and exchanges.

Annexure-A

Investor Charter – Stockbrokers

Elios Financial Services Private Limited – INZ000306737

VISION

To follow the highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

MISSION

i. To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
ii. To establish and maintain a relationship of trust and ethics with investors.
iii. To observe the highest standard of compliances and transparency.
iv. To always keep 'protection of investors' interests as goal while providing service.
v. To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

SERVICES PROVIDED TO INVESTORS BY STOCKBROKERS INCLUDE

i. Execution of trades on behalf of investors.
ii. Issuance of Contract Notes.
iii. Issuance of intimations regarding margin due payments.
iv. Facilitate execution of early pay-in obligation instructions.
v. Periodic Settlement of client's funds.
vi. Issuance of retention statement of funds at the time of settlement.
vii. Risk management systems to mitigate operational and market risk.
viii. Facilitate client profile changes in the system as instructed by the client.
ix. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
x. Provide a copy of Rights & Obligations document to the client.
xi. Communicating Most Important terms and Conditions (MITC) to the client.
xii. Redressal of Investor's grievances.

RIGHTS OF INVESTORS

i. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
ii. Receive complete information about the risks, obligations, and costs of any investment before investing.
iii. Receive a copy of all completed account forms and rights & obligation document.
iv. Receive a copy of 'Most Important Terms & Conditions' (MITC).
v. Receive account statements that are accurate and understandable.
vi. Understand the terms and conditions of transactions you undertake.
vii. Access your funds in a prescribed manner and receive information about any restrictions or limitations on access.
viii. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.
ix. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt attention to and fair consideration of your concerns.
x. Close your zero balance accounts online with minimal documentation.
xi. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account.
xii. Not be discriminated against in terms of services offered to equivalent clients.
xiii. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place.
xiv. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place.
xv. Trade in derivatives after submission of relevant financial documents to the broker subject to brokers' adequate due diligence.
xvi. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place.
xvii. Get access to products and services in a suitable manner even if differently abled.
xviii. Get access to educational materials of the MIIs and brokers.
xix. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms.
xx. Deal with one or more stockbrokers of your choice without any compulsion of minimum business.
xxi. Have access to the escalation matrix for communication with the broker.
xxii. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.
xxiii. to digital accessibility.

VARIOUS ACTIVITIES OF STOCKBROKERS WITH TIMELINES

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	KYC entered into KRA System and CKYCR
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	First Friday/Saturday of the month / quarter as per Exchange pre-announced schedule
10.	'Statement of Accounts' for Funds, Securities and Commodities	Monthly basis
11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	21 calendar days from the receipt of the complaint

DOS AND DON'TS FOR INVESTORS

DOs	DON'Ts
1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted. 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades. 8. Receive funds and securities/ commodities on time, as prescribed by SEBI or exchange from time to time. 9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges. 10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (Monthly or Quarterly). 11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines. 12. Retain documents for trading activity as it helps in resolving disputes, if they arise.	1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. 6. Do not ignore any emails / SMSs received with regards to trades done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed / guaranteed returns schemes. 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments.

Additionally, Investors may refer to Dos and Don'ts issued by MIIs on their respective websites from time to time.

GRIEVANCE REDRESSAL MECHANISM

The process of investor grievance redressal is as follows:

1	Investor complaint/Grievances	Investor can lodge complaint/grievance against stock broker in the following ways: Mode of filing the complaint with stock broker Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance **Mode of filing the complaint with stock exchanges** i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI) (https://scores.sebi.gov.in) Two level review for complaint/grievance against stock broker: • First review done by Designated body/Exchange • Second review done by SEBI ii. Emails to designated email IDs of Exchange
2	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through online conciliation or arbitration.
3	Steps to be followed in ODR for Review, Conciliation and Arbitration	1.Investor to approach Market Participant for redressal of complaint 2.If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options: i. May escalate the complaint on SEBI SCORES portal. ii. May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration. 3. Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavour to resolve the matter between the Market Participant and investor within 21 days. 4. If the matter could not be amicably resolved, then the matter shall be referred for conciliation. 5. During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which

		may be extended with 10 days by the conciliator with consent of the parties to dispute. 6.If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration. 7.The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.

HANDLING OF INVESTOR'S CLAIMS / COMPLAINTS IN CASE OF DEFAULT OF A TRADING MEMBER / CLEARING MEMBER (TM/CM)

Default of TM/CM

Following steps are carried out by Stock Exchange for benefit of investor, in case stockbroker defaults:

• Circular is issued to inform about declaration of Stock Broker as Defaulter.

• Information of defaulter Stock broker is disseminated on Stock Exchange website.

• Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.

• Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.
- Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers
- Claim processing policy against Defaulter/Expelled members
- List of Defaulter/Expelled members and public notice issued

Annexure – B

Investor Complaints Data - ELIOS FINANCIAL SERVICES PRIVATE LIMITED

Stock Broking – SEBI Registration No.: INZ000306737

Data for the month ending October 2026

S.N.	Received from	Carried forward from previous month	Received during the month	Total Pending	Resolved*	Pending at the end of the month**		Average Resolution time^ (in days)
						Pending for less than 3 months	Pending for more than3 months	
1	**2**	**3**	**4**	**5**	**6**	**7**		**8**
1	Directly from Investors	0	0	0	0	0	0	0
2	SEBI (SCORES 2.0)	0	0	0	0	0	0	0
3	Stock Exchanges	0	0	0	0	0	0	0
4	Other Sources (if any)	0	0	0	0	0	0	0
5	**Grand Total**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

^Average resolution time is the sum total of time taken to resolve each complaint in the current month divided by total number of complaints resolved in the current month.

Trend of monthly disposal of complaints

S.N.	Month	Carried forward from previous month	Received	Resolved*	Pending**
1	**2**	**3**	**4**	**5**	**6**
1	April 2026	0	0	0	0
2	May 2026	0	0	0	0
3	June 2026	0	0	0	0
4	July 2026	0	0	0	0
5	Aug 2026	0	0	0	0
6	Sept 2026	0	0	0	0
7	Oct 2026	0	0	0	0
8	Nov 2026				
9	Dec 2026				
10	Jan 2027				
11	Feb 2027				
12	Mar 2027				
	Grand Total	**0**	**0**	**0**	**0**

*inclusive of complaints of previous months resolved in the current month.

**inclusive of total complaints pending as on the last day of the month.

Trend of annual disposal of complaints

S.N.	Year	Carried forward from previous year	Received duringt he year	Resolved duringthe year*	Pending at the end of the year**
1	2022-23	0	0	0	0
2	2023-24	0	0	0	0
3	2024-25	0	0	0	0
4	2025-26	0	0	0	0
4	2026-27 (till October 2026)	0	0	0	0
	Grand Total	**0**	**0**	**0**	**0**

*inclusive of complaints of previous years resolved in the current year.

**inclusive of total complaints pending as on the last day of the year.