

JBS Securities Pvt. Ltd.

WITNESSETH :

Whereas the **MEMBER** is registered as **TRADING MEMBER** of the National Stock Exchange of India Ltd. With SEBI Registration No. INB – 230784036.

Whereas the **CLIENT** is desirous of investing / trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the **CLIENT** has satisfied himself of the capability of the **MEMBER** to deal in securities and wishes to execute his orders through him and the **CLIENT** shall continue to satisfy himself of such capability of the **MEMBERS** before executing orders through him.

Whereas the **MEMBER** has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the **CLIENT** and investment objectives relevant to the services to be provided.

Whereas the **MEMBER** has taken steps and shall take steps to make the **CLIENT** aware of the precise nature of the **MEMBER'S** liability for business to be conducted, including the limitations on that liability and the capacity in which it acts.

In considerations of the mutual understanding as set forth in this agreement, the parties there to have agreed to the following terms and conditions.

1. **MEMBER** reserves the right of refusing to execute any particular transaction, and it shall be at the discretion of **MEMBER** to amend or charge from time as Member deems fit any of the terms and conditions recorded in this agreement.
2. **MEMBER** shall Charge Brokerage as per the terms decided from time to time.
3. **MEMBER** has the right to call for advance for the amount which **MEMBER** deems fit, falling which **MEMBER** may square off the transaction at the clients cost. The client will have to make payment when the **MEMBER** raises the Bill/Estimated Bill or on demand whichever is earlier while the delivery of scrips would be handed over to the client after the pay-out by the exchange subject to the receipt of clear funds from client.
4. The client shall give the delivery of share certificates along with duly signed transfer deeds to Member within 48 hours from the execution of Sale order, falling which **MEMBER** may square off the transaction at the client cost.
5. **MEMBER** shall not be liable for any loss which may arise if it is prevented from discharging its obligations due to any causes arising out of or related to any Act of God or Act of State, or any such unforeseen circumstances outside the control of **MEMBER**.
6. The **MEMBER** reserves the right to withhold the payment of the client arising out of dues from the company for meeting contingent liabilities arising out of his previous trades.
7. The client shall be responsible and liable to settle all the claims arising out of his trades.
8. The provision of the agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and bye-laws and term and conditions of JBS that may be in force from time to time.
9. In the event of death or insolvency of the **CLIENT** or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the **CLIENT** has ordered to be brought or sold, **MEMBER** may close out the transaction of the **CLIENT** and the **CLIENT** or his legal representative shall be liable for any losses, costs and be entitled to my surplus which result there from.
10. The agreement entered into between the **MEMBER** and the **CLIENT** shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect in transaction executed before the data of such notice of termination and the parties shall enjoy the same rights and shall have same obligation in respect of such transaction.
11. The instructions issued by an authorized representative of the **CLIENT** shall be binding on the **CLIENT** in accordance with the letter authorizing the said representative to deal on behalf of the **CLIENT**.

12. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, **MEMBER** shall be entitled to cancel relative contract(s) with **CLIENT**.
13. All the trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of _____ and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in _____ for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
14. The **MEMBER** hereby undertakes to maintain the details of the **CLIENT** as mentioned in the **CLIENT** registration from or any other information pertaining to the **CLIENT**, in confidence and that he shall not disclose the same to any person/ entity except as required under the law.
Provided however, that the broker shall be allowed to share the details of the **CLIENT** as mentioned in the **CLIENT** registration from or any other information pertain to the **CLIENT** with parties/ entitles other than required under the law with the express permission of the **CLIENT**.

ANNEXURE –1

INVESTORS' RIGHT AND OBLIGATIONS

- 1.1 You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy.
 - 1.1.1 Please insure that you have a documentary proof of your having made deposit of such money or property with the trading member, starting towards which account such money or property deposited.
 - 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-Laws and Regulations of NSE and the scheme of the Investors' Protection Fund in force time to time
 - 1.1.3 Any dispute with the trading member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Bye-Laws/Regulations of NSE or its Clearing Corporation.
- 1.2 Before you begin to trade, you should obtain a clear idea from your trading member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE and/or SEBI:
 - 1.3.1 Please deal only with and through SEBI registered trading members who are members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered trading members are given a registration no., which may be verified from SEBI. The details of all members of NSE and whether they are enabled to trade may be verified from NSE website (www.nseindia.com>Home>Members>Members Directory).
 - 1.3.2 Demand any such information, details and documents from the trading member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials
 - 1.3.3 Furnish all such details in full as are required by the trading members as required in "Know your client" form, which may be also included details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank accounts and depository accounts, as is available with the investor.
 - 1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the trading member.

1.3.5 Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the trading member.

1.3.6 Ensure that a contract note is issued to you by the trading member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given by the trading member to the investors latest on the next working day of the trade. Contract note can be issued by the trading member either in electronic forms using digital signature as required or in hard copy. In case you do not receive a contract note the next working day or at a mutually agreed time, please get in touch with the investors Grievance Cell of NSE.

1.3.7 Facility of Trade Verification is available on NSE website (www.nse-india.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the Web-site, do not tally with details mentioned in the contract note, immediately get in touch with the investors Grievance Cell of NSE.

1.3.8 Ensure the payment/delivery of securities against settlement is given to the concerned trading member within one working day prior to the date of pay-in announced by NSE or its Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt of acknowledgment towards what such payment is made be obtained from the trading member. Delivery of securities is made to the pool account of the trading member rather than to the beneficiary account of the trading member.

1.3.9 In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE or its Clearing Corporation, please follow-up with the concerned trading member for its release. In case pay-out is not released as above from the trading member within five working days, ensure that you lodge a complaint with the investors' Grievance Cell of NSE

1.3.10 Every trading Member is required to send a complete 'Statement of Account', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by the NSE from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the trading Member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE.

1.3.11 In case of a complaint against a trading member / registered sub-broker, you should address the complaint to the Office as may be specified by NSE from time to time.

1.4 In case where a trading member surrenders his trading membership, NSE gives a public notice investing claims, if any, from investors. In case of a claim, relating to "transaction executed on the trading system" of NSE, ensure you that you lodge a claim with NSE/NSCCL within the stipulated period and with the supporting documents.

1.5 In case where a trading member is expelled from trading membership or declared a defaulter, NSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transaction executed on the trading system" of NSE, ensure you that you lodge a claim with NSE within the stipulated period and with the supporting documents.

1.6 Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules / Bye-Laws and the scheme under the Investor's Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulter, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/expelled member may be payable to such claims being found payable under the scheme of IPF.

Notes :

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE.
2. The term 'trading member' shall mean a member or a broker or a sub-broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.

RISK DISCLOSURE DOCUMENT

This document is issued by the National Stock Exchange of India (hereinafter referred to as "NSE") in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in the Equities Segment of NSE. All constituents are urged to read it before making a purchase or a sale in any security being traded on NSE.

NSE/SEBI does neither expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/SEBI endorsed or passed any merits of participating in this trading segment. 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 contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares or other instruments traded on the Stock Exchange, known as risk capital, 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 NSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE, 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 member. 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 security being traded on NSE.

It must be clearly understood by you that your dealings on NSE through a trading member shall be subject to your fulfilling certain formalities set out by the trading member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE or its Clearing Corporation and in force from time to time.

NSE 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 trading member and/or sub-broker of NSE 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/investment 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 the following:

1. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security, greater is its price

swings. There may be normally greater volatility in thinly traded securities than in active securities. 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 sell securities 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 or sell securities swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities purchased or sold. There may be a risk of lower liquidity in some securities as compared to active securities. 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/selling without intention of giving and/or taking delivery of a security, as part of a day trading strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

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 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. This in turn will hamper better price formation.

1.4 Risk-reducing orders: Most Exchanges have a facility for investors to place "limit orders, "stop loss orders" etc". The placing of such 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 fully and promptly 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.

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, and such order gets activated if and when the stock 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 stock 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 stock 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:

Issuers make news announcements that may impact the price of their securities. These announcements 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.

1.6 Risk of Rumours:

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

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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on NSE 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 the control of 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. GENERAL

2.1 For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

2.2 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member for the purpose of acquiring and/or selling of securities through the mechanism provided by NSE.

2.3 The term 'trading member' shall mean and include a member, a broker or a stock broker, who has been admitted as such by NSE and who holds a registration certificate as a stock broker from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement.