

CURRENCY FUTURES AND OPTIONS

FOR CORPORATES,
FIRMS, HUFS AND FPIS



INDEX OF DOCUMENT

(For Corporates, Partnership Firms, HUFs & others)

Sr. No.	Name of the Document	Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1	Account Opening Form	A. KYC form - the document captures the basic information about the constituent and contains an instruction/check list. B. The document captures additional information about the constituent relevant to trading accounts and contains an instruction/check list.	3 6
2	Rights and Obligations	The document contains the Rights & Obligations of stock broker/trading member, sub-broker and client for trading on exchanges (including additional rights & obligations for internet/wireless technology-based trading).	11
3	Risk Disclosure Document (RDD)	The document details risks associated with dealing in the in currency derivative market.	15
4	Guidance Note	The document details do's and don'ts for trading on exchanges, for the education of the investors.	18
5	Policies and Procedures	The document contains important policies and procedures followed by the trading member, which a trading member is required to disclose to the client	19
6	Tariff Sheet	The document details the rate/amount of brokerage and other charges levied on the client for trading on stock exchanges.	21
VOLUNTARY DOCUMENTS PROVIDED BY IDFC BANK LIMITED			
7	Format of Debit Mandate	An instruction from the client that allows the trading member to debit from the client's current account to make payin, payments of maintenance margin, additional margin etc.to Stock Exchange(s)	23
8	Indemnity relating to instructions given by Fax, Telephone and other forms of Electronic Communication	This is an undertaking from the client to IDFC Bank on the reliance placed upon any instruction/order received from the client via fax, telephone and other forms of electronic communication	25
9	Board Resolution to enter into Derivative transactions, with IDFC Bank Ltd.	Contains authorization given by the company to specific persons to deal on its behalf	27
10	Declaration as to constitution and Letter of Authority (by Partnership firms) for availing Treasury Facilities	To be stamped with stamp duty payable on a power of attorney and to be signed before a court or a Notary Public	29
11	Letter of Confirmation	The Terms and Conditions to avail of the Currency Derivatives facility through IDFC Bank are contained in the document.	31

IMPORTANT CONTACT DETAILS

Name of stock broker/trading member/clearing member:

IDFC Bank Limited

SEBI Registration No. INZ000036640

Dated 28 March 2016 and

BSE Membership No. 4069

Dated 28th March 2016

Registered office address:

KRM Tower, 8th Floor, No. 1, Harrington Road,
Chetpet, Chennai - 600031

Tel: (+91 44) 4564 4000 Fax: (+91 44) 4564 4022

website: www.idfcbank.com

Corporate office address:

Naman Chambers, C-32, G-Block, Bandra-Kurla
Complex, Bandra (East), Mumbai - 400 051

Tel: (+91 22) 4222 2000 Fax: (+91 22) 2654 0354

website: www.idfcbank.com

Correspondence office address:

Naman Chambers, 8th Floor, Treasury Back Office,
C-32, G-Block, Bandra-Kurla Complex, Bandra
(East), Mumbai - 400 051

website: www.idfcbank.com

Compliance officer name, phone no. & email ID:

Mr. Rajesh Tanna (+91 22) 2423136,

email: etcd@IDFCBANK.com

For any product & account opening related queries, contact:

Mr. Tushar Madaan, (+91 22) 7132 5599

email: etcd@IDFCBANK.com

CEO's name, phone no. & email ID:

Mr. Rajeev Lall, (+91 22) 4222 2000

Rajiv.Lall@IDFCBANK.COM

For any grievance/dispute, please contact IDFC
Bank Limited at etcd-grievance@IDFCBANK.com

If you are not satisfied with the response,
please contact the exchange(s) concerned at:

BSE: is@bseindia.com,

Tele: 022-22721234/33

Address: BSE Investor Service Centre

1st Floor, Cama Building, Dalal Street,

Fort, Mumbai - 400 001



1800 419 4332



banker@idfcbank.com



idfcbank.com



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[/idfcbank](https://www.facebook.com/idfcbank)

A. IMPORTANT POINTS:

- Self attested copy of PAN card is mandatory for all clients.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
- Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI): List of documents admissible as Proof of identity:

- PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
- Unique Identification Number (UID) (Aadhaar)/Passport/Voter ID card/Driving license.
- Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

- Passport/Voters Identity Card/Ration Card/Registered Lease or Sale

Agreement of Residence/Driving License/Flat Maintenance bill/Insurance Copy.

- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
- For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
- The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN (*Sufficient documentary evidence in support of such claims to be collected.)

- In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
- Investors residing in the state of Sikkim.
- UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- SIP of Mutual Funds upto Rs 50,000/- p.a.
- In case of institutional clients, namely, FIIs, MFs, VCFs, FVCI, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

- Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
- In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy/Consulate General in the country where the client resides are permitted to attest the documents.

F. In case of Non-Individuals, additional documents to be obtained from Non-individuals, over & above the POI & POA, as mentioned below:

Types of entity	Documentary requirements
Corporate	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year) Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year) Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly Copies of the Memorandum and Articles of Association and certificate of incorporation Copy of the Board Resolution for investment in securities market Authorised signatories list with specimen signatures
Partnership firm	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year) Certificate of registration (for registered partnership firms only) Copy of partnership deed Authorised signatories list with specimen signatures Photograph, POI, POA, PAN of Partners
Trust	<ul style="list-style-type: none"> Copy of the balance sheets for the last 2 financial years (to be submitted every year) Certificate of registration (for registered trust only). Copy of Trust deed List of trustees certified by managing trustees/CA Photograph, POI, POA, PAN of Trustees
HUF	<ul style="list-style-type: none"> PAN of HUF Deed of declaration of HUF/List of coparceners Bank pass-book/bank statement in the name of HUF Photograph, POI, POA, PAN of Karta
Unincorporated Association or a body of individuals	<ul style="list-style-type: none"> Proof of Existence/Constitution document Resolution of the managing body & Power of Attorney granted to transact business on its behalf Authorised signatories list with specimen signatures
Banks/Institutional Investors	<ul style="list-style-type: none"> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years Authorised signatories list with specimen signatures
Foreign Institutional Investors (FII)	<ul style="list-style-type: none"> Copy of SEBI registration certificate Authorised signatories list with specimen signatures
Army/Government Bodies	<ul style="list-style-type: none"> Self-certification on letterhead Authorised signatories list with specimen signatures
Registered Society	<ul style="list-style-type: none"> Copy of Registration Certificate under Societies Registration Act List of Managing Committee members Committee resolution for persons authorised to act as authorised signatories with specimen signatures True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

Details of Promoters/Partners/Karta/Trustees and whole time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant _____

PAN of the Applicant

Sr. No.	PAN	Name	DIN (For Directors)/ Aadhaar Number (For Others)	Residential/Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

Name & Signature of the Authorised Signatory(ies)

Date
D D M M Y Y Y Y



TRADING ACCOUNT RELATED DETAILS

A. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account No.	Account Type: Saving/Current	MICR Number	IFSC Code

B. DEPOSITORY ACCOUNT(S) DETAILS (IF APPLICABLE)

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)

• Designated Depository Participant (DDP) Details for FPIs

Name: _____ **Registration Number:** _____

Client Category Category I Category II Category III

Please use the **Annexure A** to fill in the details. As per the category, please provide the additional documents as per **Annexure B**.

C. TRADING PREFERENCES

*Please sign in the relevant boxes where you wish to trade. The client must strike through the segments that are not chosen.

Exchanges	Segments	
NSE	Currency Derivative	SIGNATURE OF THE APPLICANT
BSE	Currency Derivative	SIGNATURE OF THE APPLICANT

If you want to trade on any new segment/new exchange in future, a separate authorization/letter should be provided.

D. PAST ACTIONS

• Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/ constituent or authorized persons in charge of dealing in Currency Derivatives during the last 3 years:

E. DEALINGS THROUGH SUB-BROKERS AND OTHER STOCK BROKERS

• If client is dealing through the sub-broker, provide the following details:

Sub-broker's Name: _____ Registered office address: _____ _____	SEBI Registration Number: _____ Ph: _____ Fax: _____ Website: _____
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• Whether dealing with any other stock broker/sub-broker (if case dealing with multiple stock brokers/sub-brokers, Provide details of all)

Name of stock broker: _____

Name of Sub-Broker, if any: _____

Client Code: _____ Exchange: _____

Details of disputes/dues pending from/to such stock broker/sub-broker: _____

F. ADDITIONAL DETAILS

- Whether you wish to receive physical contract note or Electronic Contract Note (ECN) (please specify): _____

Specify your Email id, if applicable: _____

- Whether you wish to avail of the facility of internet trading/wireless technology (please specify): _____

- Number of years of Investment/Trading Experience: _____

- Gross Annual Income Details Please tick (✓): Below 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac > 25 Lac OR

- Net-worth in _____ as on (date)

D	D	M	M	Y	Y

- Is the entity involved/providing any of the following services YES NO

For Foreign Exchange/Money Changer Services YES NO - Gaming/Gambling/Lottery Services (e.g. casinos, betting syndicates) YES NO - Money Lending/Pawning YES NO

- Name, designation, PAN, UID, signature, residential address and photographs of persons authorized to deal in Currency Derivatives on behalf of company/firm/others: (Please submit self attested copy of PAN card of each person)

<p style="text-align: center;">PHOTOGRAPH Please affix your recent passport-size photograph and sign across it</p>	<p>1. Name: _____</p> <p>Designation: _____</p> <p>PAN: _____ UID: _____</p> <p>Residential address: _____</p> <p>_____</p> <p>_____</p>
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<p style="text-align: center;">PHOTOGRAPH Please affix your recent passport-size photograph and sign across it</p>	<p>2. Name: _____</p> <p>Designation: _____</p> <p>PAN: _____ UID: _____</p> <p>Residential address: _____</p> <p>_____</p> <p>_____</p>
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<p style="text-align: center;">PHOTOGRAPH Please affix your recent passport-size photograph and sign across it</p>	<p>3. Name: _____</p> <p>Designation: _____</p> <p>PAN: _____ UID: _____</p> <p>Residential address: _____</p> <p>_____</p> <p>_____</p>
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<p style="text-align: center;">PHOTOGRAPH Please affix your recent passport-size photograph and sign across it</p>	<p>4. Name: _____</p> <p>Designation: _____</p> <p>PAN: _____ UID: _____</p> <p>Residential address: _____</p> <p>_____</p> <p>_____</p>
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- Any other information _____

G. INTRODUCER DETAILS (optional)

Name of the Introducer

Status of the Introducer: Sub-broker Remisier Authorized Person Existing Client Others

please specify _____

Address and phone no. of the Introducer: _____

SIGNATURE OF THE INTRODUCER

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the stock broker and the tariff sheet.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on stock broker's designated website, if any.

Place _____ Date
D D M M Y Y Y Y

SIGNATURE OF CLIENT

FOR OFFICE USE ONLY

UCC Code: _____

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the Employee			
NISM Details			
Date			
Signature			

I/We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the nonmandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

SIGNATURE OF THE AUTHORISED SIGNATORY OF THE TRADING MEMBER

SEAL/STAMP OF THE STOCK BROKER

Date
D D M M Y Y Y Y

INSTRUCTIONS/CHECKLIST

1. Additional documents in case of trading in derivatives segments - illustrative list:
 - Copy of ITR Acknowledgement
 - In case of salary income – Salary Slip, Copy of Form 16
 - Copy of demat account holding statement.
 - Any other relevant documents substantiating ownership of assets
 - Copy of Annual Accounts
 - Net worth certificate
 - Bank account statement for last 6 months
 - Self declaration with relevant supporting documents

**In respect of other clients, documents as per risk management policy of the stock broker need to be provided by the client from time to time.*

2. Copy of cancelled cheque leaf/ pass book/bank statement specifying name of the constituent, MICR Code or/and IFSC Code of the bank should be submitted.
3. Demat master or recent holding statement issued by DP bearing name of the client.
4. Form need to be initialized by all the authorized signatories.
5. Copy of Board Resolution or partnership letter naming the persons authorized to deal in Currency Derivatives on behalf of company/firm/others and their specimen signatures.

ANNEXURE A

Category	Eligible Foreign Investors
I.	Government and Government related foreign investors such as Foreign Central Banks, Governmental Agencies, Sovereign Wealth Funds, International/Multilateral Organizations/Agencies
II.	a) Appropriately regulated broad based funds such as Mutual Funds, Investment Trusts, Insurance/Reinsurance Companies, Other Broad Based Funds etc. b) Appropriately regulated entities such as Banks, Asset Management Companies, Investment Managers/ c) Broad based funds whose investment manager is appropriately regulated d) University Funds and Pension Funds e) University related Endowments already registered with SEBI as FII/Sub Account
III.	All other eligible foreign investors investing in India under PIS route not eligible under Category I and II such as Endowments, Charitable Societies/Trust, Foundations, Corporate Bodies, Trusts, Individuals, Family Offices, etc.

ANNEXURE B

Document Type	Category - I	Category - II	Category - III	
Entity Level	Constitutive Docs	Required	Required	
	Proof of	Required Power of Attorney, mentioning the address, is acceptable as address proof	Required Power of Attorney, mentioning the address, is acceptable as address proof	Required - Address proof other than Power of Attorney should be submitted.
	PAN Card	Required	Required	Required
	Financials	Exempt	Exempt	Risk based - Financial data sufficient.
	SEBI Registration Certificate	Required	Required	Required
	Board Resolution	Exempt	Required	Required
	KYC Form	Required	Required	Required
Senior Management (Whole Time Directors/ Partners/	List	Required	Required	Required
	Proof Of	Exempt	Exempt	Entity declares on
	Identity			letterhead - full name, nationality and DoB OR Photo-identity proof' Trustees/etc.)
	Proof of Address	Exempt	Exempt	Declaration on letter head
	Photographs	Exempt	Exempt	Exempt
Authorized Signatories	List &	Required	Required	Required
	Signatures	- List of Global Custodian ('GC') signatories can be given in case of POA to GC	- List of GC signatories can be given in case of POA to GC	
	Proof of Identity	Not required	Not required	Not required
	Proof of Address	Not required	Not required	Not required
	Photographs	Not required	Not required	Required
Ultimate Beneficial Owner ('UBO')	List	Exempt	Required	Required
	Proof of Identity	Exempt	Exempt	Required
	Proof of Address	Exempt	Exempt	Exempt
	Photographs	Exempt	Exempt	Exempt

Note: Copies of all the documents, wherever applicable, to be submitted by the applicant should be self attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the SEBI circular no. MIRSD/SE/Cir-21/2011 dated October 5, 2011.

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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, Bye-laws and Regulations and circulars/notices issued there-under 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 Bye-laws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Bye-laws 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 re-lated 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/stockbroker.

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.

ELECTRONIC CONTRACT NOTES (ECN)

37. 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.
38. 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.
39. 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.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner pre-scribed 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.
41. 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.
42. 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

43. 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, Byelaws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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 whatsoever 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.

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 Ex-change, 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 Rumours:

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.

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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:

- 2.2.1 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.
- 2.2.2 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.
- 2.2.3 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:

- 2.3.1 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.
- 2.3.2 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:

- 2.4.1 If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2.4.2 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.
- 2.4.3 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.

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.exchange.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 Byelaws 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.

IDFC BANK POLICIES AND PROCEDURES IN CURRENCY DERIVATIVES

1) Refusal of orders for penny stocks:

This is not applicable to IDFC Bank as a trading member in the currency derivative segment of the Exchange.

2) Setting up client's exposure limit:

The Client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Bank or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The Bank 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. 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 termination/maturity of a contract, be obliged to pay (or be entitled to receive) such further sums as the contract may dictate/require. The Bank may require the client to provide such margin (in such form and manner as acceptable to Bank) depending on the contract and market volatility on different contracts as it deems fit in its sole discretion after taking into account any governing regulations, as necessary for risk mitigation. The Margin would constitute the security towards due performance of the client's obligations, commitments, operations, obligations and liabilities arising out of or incidental to any transactions made, executed, undertaken, carried out or entered into by the client through the stock broker. This margin requirement may be more than the margin prescribed by any Exchange. The Margin may be taken in cash or in form of securities as may be acceptable to the Bank. The client agrees that the Bank may, in its sole discretion, change the margin requirement on outstanding contracts depending on its own risk mitigation measures. In case of upward revision of the margin requirement, the client agrees to allocate additional margin (in form of cash or securities as may be acceptable to the Bank) to continue with open position taken in connection with the contracts undertaken by the client. In case of shortfall in margin/limits made available for trading, the open positions may be squared off by the Bank, at its discretion. In case of change in margin requirement by the Exchange, the Bank may immediately require the client to provide additional margin and the client undertakes to provide the same without delay. In case the margin requirement is not met with, the Bank reserves the right to square off the open positions taken by the client. In case of any shortfall on square off, the client authorizes the Bank to recover the said monies from the client's bank account(s) and if the funds in the bank account(s) are insufficient, by selling other assets of the client possessed by/under the control of the Bank and if the realized funds are insufficient, then the client agrees to pay the balance amount due forthwith and without demur, on a demand being made by the Bank. The client agrees to abide by the exposure limits, if any, set by the Bank or by the Exchange or Clearing Corporation or SEBI from time to time.

3) Applicable brokerage rate:

The rate of Brokerage charged by IDFC Bank shall not exceed the maximum permissible brokerage stipulated by Exchange/SEBI. IDFC Bank may charge a brokerage for all trades facilitated on NSE and BSE or any other recognized exchange of which the Bank is a Member. Brokerage rate may vary from client to client, as per the terms agreed with the client at the time of registration or by way of any subsequent written agreement between the client and IDFC Bank Ltd.

The slab rates of brokerage fixed by IDFC Bank may be function of the quality and cost of services provided to the client and the volume and revenue expected from a relationship. It shall be reviewed by IDFC Bank once a quarter, if required and may be changed in such manner as IDFC Bank may deem fit provided that the same would not contradict the regulatory provisions.

The brokerage shall however be exclusive of other statutory levies such as service tax, STT, stamp duty, if any, etc.

4) Imposition of penalty/delayed payment charges:

If Bank does not receive the margin money within the intimated/stipulated payment due time, the same would be recovered by marking a temporary overdraft in the client's current account, whereon interest will be charged as per the prevailing applicable rates.

5) Liquidation Policy: (The right to sell client's securities or close client's positions, without giving notice to the client, on account of non-payment of clients dues and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client for reasons as deemed fit by IDFC Bank)

Without prejudice to IDFC Bank's other rights (including the right to refer the matter to arbitration), IDFC Bank shall be entitled, without giving notice to the client, to:

- (i) liquidate/close out all or any of the client's positions and adjust the proceeds of such liquidation/close out, if any, against the clients' liabilities/obligations; and/or
- (ii) prevent any new orders from being placed and/or executed by the client, for:
 - (a) shortfall in margin requirements, non payment of margins or other amounts including the pay-in obligations, outstanding debts, settlement obligations, etc., or
 - (b) failure to remit amounts to client's bank account(s) in cases where IDFC Bank has provided overdraft facility.

The client shall ensure timely availability of funds in form and manner at designated time for meeting his/her/its pay in obligation of funds. The client may note that the Bank may be compelled, in circumstances of extreme market volatility, to square-off all or any outstanding positions, prevent any new orders from being placed and / or executed by the client or take such other action as may be deemed fit and proper, even without calling for any payment from the client and without any prior intimation to the client.

6) Shortages in obligations arising out of internal netting of trades

IDFC Bank as a trading member shall not be obliged to pay any money to the client unless and until the same has been received by the Bank 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.

SIGNATURE

Clients are required to make Funds pay in on or before payment due time prescribed by Exchanges. In case the client defaults on its existing obligation and in the event of delays in the payment of margins/net obligations the open positions will be netted/squared off by IDFC Bank as mentioned in the above point and the client may not be allowed to take further positions as deemed fit by IDFC Bank.

For options trading, on trade execution, the buyer will be required to pay premium which will have to be settled in cash on next day. The settlement will be netted with MTM of currency derivatives by exchange. The premium to be paid to the seller on next day will be withheld till the shortfall on the margin is funded by the client.

7) Temporarily suspending or closing a client’s account at the client’s request or otherwise:

The client is required to submit written request for closure of account or for temporary suspension of account clearly stating period of suspension, to the Bank. Such request has to be accompanied by a prior notice period of not less than seven days for temporary suspension or thirty days for closure of account, provided by the client to IDFC Bank. Upon receipt of request and after satisfying itself with respect to all information/documentation and settlement of client dues, the Bank shall act upon the request within reasonable time.

IDFC Bank may close/suspend the trading account of client pursuant to any regulatory directive or as required under law.

IDFC Bank also reserves the right to temporarily suspend an account or close an account for reasons that it may deem fit. However, for closure of account IDFC Bank shall provide the client with a prior notice period of not less than thirty days. Notwithstanding any such closure, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the closure of account shall continue to subsist and vest in/be binding on the client or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

8) Deactivation of client password

As per current system functionalities, a client account is automatically deactivated from trading if there is no login to its trading account for 15 days. The password gets deactivated if there is no activity for consecutive 15 days. For reactivating the account, client shall mail/fax (from indemnified addresses) IDFC Bank. On receiving instruction from client, IDFC Bank shall reset the password and intimate the same to client as per process of communication of login id/password. The client agrees that IDFC Bank may deactivate the client’s account without any advance notice to the client if:

- (i) It becomes unlawful for the client or any person (including IDFC Bank) to perform any of their respective obligations; or
- (ii) Any term or condition in the documents governing the provision of investment and trading services by IDFC Bank to client (for the purpose of this clause, hereinafter referred to as “Documents”) is required by any law to be amended, waived or repudiated; or
- (iii) Any obligation under the Documents is not or ceases to be a valid and binding obligation of any person or becomes void, illegal, unenforceable or is repudiated/breached by such person (other than IDFC Bank).

9) Deregistering a client

IDFC Bank has the discretion to continue the relationship. The client agrees that the Bank may at any time discontinue the service under the Agreement, by giving not less than thirty days notice.. The client may at any time terminate the arrangement by not less than thirty days notice to the Bank. 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 agreement shall continue to subsist and vest in/be binding on the respective parties or their successors and assigns/ permitted assigns, as the case may be.

10) Inactive accounts

A trading account in which no trades are done in the currency derivatives segment of any Exchange for six months would be termed as “Inactive” or “Dormant” trading account. IDFC Bank does not freeze any “Inactive” or “Dormant” trading account. However any trade emanating from such trading accounts pursuant to the same being classified as “Inactive” or “Dormant” trading account would be subject to necessary due diligences and confirmations as IDFC Bank may deem fit.

I hereby acknowledge that I have received and understood the policies and procedures given above.

Client’s Signature

(AUTHORIZED SIGNATORIES FOR A COMPANY/PARTNERSHIP FIRM)

Place: _____

State: _____

Date: _____

SIGNATURE

TARIFF SHEET

The brokerage details in below mentioned table are as agreed between the client _____ [Name of the client] and the Trading Member. These rates will be applicable for transactions in both NSE & BSE Currency Derivative Segments.

Instrument Type	Intra Day		Carry Forward	
Futures	Buy		Buy	
	Sell		Sell	
Options	Buy		Buy	
	Sell		Sell	

Methodology for arriving at turnover values (for % wise brokerage)

Futures: Trade Price*Quantity

Options: Premium*Quantity

These charges would also be applicable on exercised, assigned and contra trades (trades generated on the expiry date due to close out of the open positions).

Details of Statutory/Regulatory Charges		
Charges on Turnover	Futures	Options
Service Tax 12.36% on Total Value of Brokerage		
Transaction Charges (As applicable from respective Exchanges and higher thereof)	0.00115 %	0.04 % (on premium value)
SEBI Turn Over Fee	0.0002 %	0.0002 % (On Premium Value and Notional Value for Exercise /Assignment)
Investor Protection Fund (NSE only)	0.00005%	0.002% (On Premium Value)

Stamp Duty will be applicable rate as per respective states stamp act/Indian stamp Act Stamp Duty. Please note that the charges are subject to changes by Regulatory/Government authorities. Applicable Service Tax would be charged over and above exchange transaction charges. IDFC Bank reserves the right to revise brokerage structure/fees/charges and intimate the client at its registered email ID.

Signature of Authorised Signatory

Place: _____

State: _____

Date:
D D M M Y Y Y Y

Signature IDFC Bank RM

Name: _____

Employee ID: _____

IDFC Bank Ltd

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FORMAT OF DEBIT MANDATE (ON THE LETTERHEAD OF THE CLIENT)

[THIS DOCUMENT IS VOLUNTARY; HOWEVER THIS IS REQUIRED TO BE EXECUTED BY THE CLIENTS TO AVAIL OF THE CURRENCY DERIVATIVES FACILITY THROUGH IDFC BANK LTD. THE CLIENT VOLUNTARILY CONSENTS TO THIS TO AVAIL OF THE CURRENCY DERIVATIVES FACILITY FROM IDFC BANK.]

Date
D D M M Y Y Y Y

The Manager,
Currency Derivative Segment - Operations
IDFC Bank Limited
Mumbai

Subject: Debit Mandate

Dear Sir,

We have submitted the account opening form to invest/ trade in currency derivatives on recognised stock exchanges where IDFC Bank is a licensed trading member. We have read and understood the Mandatory Terms. We authorize IDFC Bank to debit our current a/c No. _____ maintained by us with IDFC Bank for any purpose arising out of or in relation to the Client Document and the letter of confirmation.

Capitalised terms used but not defined here shall have the meaning ascribed thereto in the letter of confirmation.

Thanking You,

Signed by

(AUTHORIZED SIGNATORIES)

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intentionally left blank

INDEMNITY RELATING TO INSTRUCTIONS GIVEN BY FAX, TELEPHONE AND OTHER FORMS OF ELECTRONIC COMMUNICATION(ON THE LETTERHEAD OF THE CLIENT)

[THIS DOCUMENT IS VOLUNTARY; HOWEVER THIS IS REQUIRED TO BE EXECUTED BY THE CLIENTS TO AVAIL OF THE CURRENCY DERIVATIVES FACILITY THROUGH IDFC BANK LTD. THE CLIENT VOLUNTARILY CONSENTS TO THIS TO AVAIL OF THE CURRENCY DERIVATIVES FACILITY FROM IDFC BANK.]

Date
D D M M Y Y Y Y

To,
IDFC Bank Ltd.

Notwithstanding anything to the contrary contained in any other document/terms and conditions/agreement, I/we, the under-signed, hereby request and authorize you to, but understand that you will not be obliged to, act and rely on any instructions or communications for any purpose (including but not limited to the instructions/communications pertaining to the operation of all my/our accounts or to any other facilities or services that may be provided by you from time to time) which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/us (including such instructions/communications as may be or purported to be given by those authorized to operate my/our account(s) with you) ("Instructions"). I/we understand and acknowledge that there are inherent risks involved in sending the instructions to you via telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication and hereby agree and confirm that all risks shall be fully borne by me/ us and I/we assume full responsibility for the same, and you will not be liable for any losses or damages including legal fees arising upon your acting, or your failure to act, wholly or in part in accordance with the Instructions so received.

In consideration of your agreeing, subject to the terms and conditions hereunder, to act upon the Instructions as aforesaid, I/we hereby irrevocably agree and undertake:

- a. That you shall be entitled to act or refuse to act as you see fit, without incurring any liability whatsoever to me or to any other person, upon any Instructions for any purpose which may from time to time be or purport to be given by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication by me/ us (including such Instructions as may be or purported to be given by those authorized to operate my/our account(s) with you), even if such Instructions or communications are not followed up by written confirmation to you;
- b. That the Instructions shall be conclusively presumed for your benefit to be duly authorized by and legally binding on us, and we shall be fully responsible for the same. You shall not be responsible to ensure the authenticity, validity or source of any Instructions and shall not be liable if any Instructions turn out to be unauthorized, erroneous or fraudulent;
- c. Not to make any claim against or hold you liable by reason of or on account of you having acted or refused to act on any Instruction or you having acted wrongly or mistakenly or of your failure to act wholly or in part in accordance with the Instructions;
- d. That you shall be entitled (but not obliged) to keep records of our Instructions given or made by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication in such form, physical or electronic, as you may in your sole discretion deem fit, and your records shall be conclusive and binding on me/us. You shall be entitled to dispose of or destroy any such records at any time as determined by you at your sole discretion;
- e. That you shall be authorized to disclose all Instructions as you may deem fit, to your affiliates, service providers, and regulators and other authorities or where you are required by law to do so.
- f. That (i) the transmission of any instruction/information provided by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication may not be a secure form of communication and gives rise to a higher risk of manipulation or attempted fraud; (ii) the instruction/information may be altered or changed during the process of electronic transmission; and (iii) instruction/information maybe of poor quality and thus unclear. I/ we accept all such risks and hereby waive all of my/our rights to dispute the contents of such instruction/information provided by me/ us to you and vice-versa.
- g. That you shall be entitled to require any Instruction in any form to be authenticated by use of any password, identification code or test as may be specified by you from time to time and I/we shall ensure the secrecy and security of such password, code or test and I/we shall be solely responsible for any improper use of the same;
- h. That, notwithstanding the above, you may, under circumstances determined by you in your absolute discretion, require from me/us confirmation of any Instructions in such form/mode as you may specify before acting on the same; and we shall submit such confirmation to you immediately upon receipt of your request. Pursuant to receipt of Instructions, you shall have the right but not the obligation to act upon such Instruction;

SIGNATURE

- i. That you shall not be liable to us or any third party for, and that I/we (jointly and severally) shall indemnify you and keep you indemnified from and against, all claims either by me or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature (including legal fees on a full indemnity basis) and howsoever arising, which may be brought or preferred against you or that you may suffer, incur or sustain by reason of or on account of you/ I/ we having so acted whether wrongly or mistakenly or not, or of you/ I/ we failing to act wholly or in part in accordance with any instructions/ information provided by telephone, facsimile, untested telexes and faxes, telegraph, cable or any other form of electronic communication provided by me/us to you or vice versa and the terms of this letter.
- j. That if there is any change in the below mentioned e-mail IDs we shall communicate the new email ID through a letter signed by our authorized signatory/signatories.
- k. That I/we confirm that if we have the capacity and authority to accept this document and that this document constitutes our valid, legal, effective and enforceable obligation.
- l. Subject to Clauses 17 and 24 of the Rights and Obligations Document, this undertaking-cum-indemnity document shall be governed and construed in accordance with the laws of India and I/we hereby irrevocably submit to the exclusive jurisdiction of the courts located in Mumbai.

Phone(s): _____

Fax: _____

Designated email IDs

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |

Signed by

(AUTHORIZED SIGNATORIES FOR A COMPANY/PARTNERSHIP FIRM)

 SIGNATURE

**BOARD RESOLUTION FOR ENTERING INTO DERIVATIVE
TRANSACTIONS WITH IDFC BANK LTD. (ON THE LETTERHEAD OF THE COMPANY)**

Extract From Minutes Of Meeting Of The Board Of Directors Of [Please Insert Name Of Company] (The “Company”) Held On [Please Insert Date] At [Please Insert Address]

The Board discussed the need to hedge the Company’s interest rate and foreign exchange exposures by entering into Transactions (as defined below) with the IDFC Bank Limited (the “Bank”) from time to time. After such discussion, IT **WAS RESOLVED THAT:**

1. The Company be and is hereby authorized to undertake the following types of transactions (the “Transactions”) :

- (a) Foreign Exchange, Cash, Tom, Spot and Forward Contracts,
- (b) Forward Rate Agreements,
- (c) Plain Vanilla Interest Rate Caps and Floors,
- (d) Plain Vanilla Call Currency Options and Put Currency Options,
- (e) Interest Rate Swaps,
- (f) Currency Swaps including Cross-Currency Swaps,
- (g) Exchange traded products

[and such other products as may from time to time be][which are]² permitted as generic derivative products (“**Generic Derivative Product/s**”) including third party currency transactions by the Reserve Bank of India, with the Bank from time to time, provided that the Transactions shall be entered into for the purpose of hedging or transformation of the risk exposures of the Company; and the aggregate absolute notional or currency amount (that is, without setting off notional or currency amounts of long and short positions) of all outstanding Transactions at any one time shall not exceed INR [], [provided that foreign exchange forward contracts shall not be subject to this limit]³. Where the notional or currency amount of the relevant Transaction is not in Indian Rupees⁴ (“INR”⁵), it shall be converted into INR⁶ at the rate of exchange prevailing on the trade date of such Transaction or as otherwise determined by the Bank.

2. Any [insert a number] of the following persons (collectively “**Authorized Signatories**”)⁷, be authorized and empowered to do the following things in the Company’s name or otherwise on behalf of the Company:

Name of Authorized Signatories	Designation
_____	_____
_____	_____

- a) To negotiate, sign, execute and deliver to the Bank the 2002 ISDA Master Agreement, the Schedule thereto (collectively the “Agreement”), the Risk Disclosure Statement [and the ISDA Credit Support Annex]⁸;
 - b) To negotiate, sign, execute and deliver to the Bank trade confirmations and/or confirmation notes for any Transactions entered into between the Company and the Bank, and any settlement instructions and any other instructions pertaining to the Transactions, and any acceptances, forms, notices or other documents incidental or ancillary to or expedient in connection with the Transactions and/or the Agreement and/or any collateral or security documentation, including without limitation, any undertaking or representation or warranty to the Bank that the Company is entering into a Transaction for the purpose of hedging an existing interest rate or foreign exchange exposure on a standalone basis; and
 - c) To negotiate, sign, execute and deliver to the Bank any amendment, supplement, replacement, cancellation, renewal or extension of any documents in connection with the Transactions and/or the Agreement and/or any collateral or security documentation.
3. Any one of the following persons (the “Authorized Dealers”) be authorized and empowered in the Company’s name or otherwise on behalf of the Company to give instructions verbally or on the online portal provided by IDFC Bank or in writing (including over the telephone, by e-mail or otherwise) to the Bank in regard to the entering into, or variation or cancellation of any Transaction with the Bank:
4. The Bank be and is hereby authorized to accept, rely upon and honour any instructions given pursuant to paragraphs 2(b) and 3 above.

Where the currency of hedge is different from the currency of the underlying exposure, the risk management policy permits such type of hedging.

- 5. The Bank be and is hereby authorized to provide reports and statements of Transactions entered into by the Company to [name of authorized person]⁹ by e-mail at [e-mail address]¹⁰ .
- 6. The certified copy of these resolutions be filed with the Bank and the Bank be requested to act upon them. These resolutions shall continue in full force and effect and the Bank shall be entitled to rely upon and act pursuant to the same until such time as the Bank shall have received actual notice, certified in writing by any Director or the Secretary of the Company, of their revocation, variation, amendment or supplement.

Certified that the above resolutions are a true extract of the Minutes of Meeting of the Board of Directors of [please insert name of Company] held on [please insert date] and that the said resolutions have been entered into the Minutes Book of the Company.

Name of Authorized Dealers	Designation

Director/Secretary

**ANNEXURE
SPECIMEN SIGNATURE LIST
(ON THE LETTERHEAD OF THE CLIENT)**

Name of Authorized Signatory	Signature

1. Please delete as appropriate if the Company does not wish to transact in all of the product types listed in paragraphs (a) to (f).
2. Please select the appropriate option.
3. Please delete if foreign exchange forward contracts are not one of the product types selected in paragraph 1. The notional limit requirement specified in the Derivatives Guidelines does not apply to foreign exchange forward contracts as the Derivatives Guidelines states that the "guidelines contained in this paragraph [8.3]" are not applicable to forex forward contracts.
4. Please delete as appropriate.
5. Please delete as appropriate.
6. Please delete as appropriate.
7. Although the Derivatives Guidelines do not expressly require the Authorized Signatories to be different persons from the Authorized Dealers, having different persons would satisfy the intent behind the Derivatives Guidelines which is that market makers act prudently and exercise due diligence when trading, including ensuring that the "maker-checker" principle is followed. Where the Authorized Signatories are the same as the Authorized Dealers, it will be necessary to have the Transactions reported to a different person from the Authorized Dealers.
8. Please delete as appropriate.
9. The Derivatives Guidelines expressly requires the person to whom reports are provided to be a different person from the Authorized Dealers.
10. The Derivatives Guidelines expressly requires the person certifying the resolutions to be a different person from the Authorized Dealers.

**DECLARATION AS TO CONSTITUTION AND LETTER OF AUTHORITY (BY PARTNERSHIP FIRMS)
FOR AVAILING TREASURY FACILITIES**

(TO BE STAMPED WITH STAMP DUTY PAYABLE ON A POWER OF ATTORNEY AND
TO BE SIGNED BEFORE A COURT OR A NOTARY PUBLIC)

Date:

To,
IDFC Bank Limited, (Branch Name),
(Address)

Re: Availing of Treasury Facilities in the name of (“Partnership Firm”).

We, (a) _____, (b) _____ and (c) _____ the Partners of the <name of the Partnership Firm> (“Partnership Firm”) carrying on the business in the said name at _____(full address of place of business) do hereby jointly and severally solemnly affirm, agree, undertake and declare with the IDFC Bank Limited, a company incorporated under the Companies Act, 2013 and a banking company within the meaning of the Banking Regulation Act, 1949 and having its registered office at [_____] and amongst others, a branch/office at _____ (hereinafter referred to as “Bank”, which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) as under:-

1. That the Partnership Firm is carrying on business as partnership firm under the laws of India, in the firm name and style of _____ having its place of business at the above address and the undersigned persons whose full names and addresses have been set out in Schedule 1 hereto (collectively “Partners”) are the present and only partners of the Partnership Firm, and are solely responsible for the liabilities thereof.
2. That the Partnership Firm is registered with the Registrar of Firms, and the Registrar of Firms has issued its certificate no. _____ dated _____ to the Partnership Firm¹
3. That we shall not make any changes in the constitution of the Partnership Firm and all the Partners will be jointly and severally liable to you on any obligation which may be standing in the Partnership Firm’s name in your books on the date of the receipt of such notice and until all such obligations shall have been liquidated;
4. We have consented to and approved of undertaking and entering into foreign exchange transactions and to transact derivative products including currency options, exchange traded products, convert rupee liabilities into foreign currency liabilities to hedge currency and interest rate risks/fluctuations in each case (“the Transactions”) in respect of its export and import contracts, foreign currency loans and other foreign currency related matters in each case as permitted by Reserve Bank of India from time to time, with the Bank and its Branches.
5. The following Partners of the Partnership Firm

are severally authorised to nominate other Partners/officials/Executives of the Partnership Firm or other persons to order and instruct the Bank to book, undertake, transact and/or cancel, revoke, extend all/any of such Transactions, whether orally, in writing or through electronic messaging or dealing system in regular business hours or in late hours/undertake late dealings, in the aggregate upto a limit not exceeding Rs. _____ for all such Transactions; and in respect and pursuance thereof from time to time accept

1 - This clause is required to be incorporate only if Partnership Firm is registered.

the terms and conditions stipulated by the Bank in that behalf; further the Partnership Firm does hereby confirm and place on record that the Bank would not be in any way concerned or obliged or responsible to verify and ascertain if the said limit has been exceeded or not and it would be the sole and absolute responsibility of the Partnership Firm to monitor such limit and to inform the Bank, if necessary, about any change in such limit and as a consequence thereof, the authority of such persons/Executives to order and instruct the Bank as aforesaid in respect of such Transactions.

6. That any action done, taken by any of the Partners/officials/Executives of the Partnership Firm as authorised above shall be deemed to be taken, done on behalf of the Partnership Firm and shall bind the Partnership Firm in all respect and to all intents.
7. Any Partner of the Partnership Firm are severally authorised to sign and execute and receive/accept, with or without stamp of the Partnership Firm all/any deal confirmations, contract notes, request letter for bookings/cancellation of Transactions, confirmations of Transactions, authority, receipts and other necessary/related documentations (in physical form and/or electronically), as may be required by the Bank or be necessary in that behalf from time to time.
8. Any/[] Partners² of the Partnership Firm are severally authorised to execute the ISDA Master Agreement (ISDA)/ Forward Agreement between the Bank and the Partnership Firm, and any other agreement, writings, confirmations, deeds, declaration, undertakings and indemnity incidental to availing of and entering into the Transactions with the Bank;
9. We agree to provide securities/margin money as per the sanction/ offer letter of the Bank or as may be called upon by the Bank from time to time.

Thanking you,

Yours faithfully,

For M/s _____

Mr/Ms _____

Mr/Ms _____

Mr/Ms _____

In their individual capacity and as partners of the <name of the Partnership Firm>.

Schedule 1

Name of the Partner	Signature

Solemnly affirmed Before me:

Seal of the Court/Notary Public

_____ **Insert details as per the Deed of Partnership**

1 - Insert details as per the Deed of Partnership

LETTER OF CONFIRMATION

[THIS DOCUMENT IS VOLUNTARY; HOWEVER THIS IS REQUIRED TO BE EXECUTED BY THE CLIENTS TO AVAIL OF THE CURRENCY DERIVATIVES FACILITY THROUGH IDFC BANK LTD. THE CLIENT VOLUNTARILY CONSENTS TO IT TO AVAIL THE CURRENCY DERIVATIVES FACILITY FROM IDFC BANK.]

Date:

To,
IDFC Bank Limited
Naman Chambers, C-32, G-Block,
Bandra Kurla Complex, Bandra (East),
Mumbai 400 051.

Dear Sirs,

Sub: Investment & trading in Currency Derivatives and other financial products

I/We _____ (Client) refer to the account opening form executed along with the Mandatory Terms (as defined herein below) for the purposes of investing and trading in exchange-traded currency derivatives through IDFC Bank Limited (IDFC Bank) (hereinafter collectively referred to as Client Document). In consideration of IDFC Bank having agreed to offer the aforesaid services, the Client hereby agrees and confirms by way of this letter (Letter) that:

General

1. The Client shall ensure that the transactions through IDFC Bank are executed in accordance with the applicable laws, byelaws, rules and regulations governing exchange traded currency derivatives (Contracts). IDFC Bank may, from time to time, impose and vary limits on the orders which the Client may place, including exposure limits, turnover limits, limits as to numbers etc. The Client agrees that IDFC Bank shall not be responsible for any variation or reduction that may be deemed necessary by IDFC Bank based on its risk perception and other relevant factors.
2. The Client is aware that IDFC Bank may require the Client to pay various margins as per the Policies and Procedures document, and agrees that the Bank has the discretion to reject the execution of orders based on the Bank's risk assessment of the Client.
3. For the purposes of this Letter, Mandatory Terms shall mean and include the terms and conditions of the Account Opening Form, the Rights & Obligations Document, the Risk Disclosure Document, the Policies and Procedures Document and the Tariff Sheet.
4. Unless defined in this Letter, or the context otherwise requires, capitalised terms defined in the Mandatory Terms shall have the same meaning in this Letter.

Client Confirmations

1. The Client affirms, and shall continue to affirm every time an order is placed through IDFC Bank or on its own through the software application preferred by the Client, as the case may be, that all information provided and the statements made in the Client Document are true and are not misleading (whether by reason of an omission to state a particular fact or otherwise as at the time of completing the Client Document or any time thereafter). The Client agrees that IDFC Bank has agreed to provide to the Client, the aforesaid services based on the representations contained in this Letter and in the Client Document.
2. The Client has the required legal capacity to execute this Letter and the Rights & Obligations Document and is capable of performing its obligations and undertakings hereunder.
3. The Client shall, at all times, be responsible for the Client's investment decisions and/or orders placed, whether electronically or otherwise. The Client shall not hold, nor seek to hold, IDFC Bank and/or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any loss including but not limited to trading losses incurred by the Client.
4. The Client agrees that IDFC Bank shall act as the Client's agent to complete all transactions which are authenticated by the Client vide password assigned to the Client or by such means as IDFC Bank may require from time to time, including affixing of digital signatures. IDFC Bank shall have the right to make pay-ins and pay-outs or otherwise expend monies as may be required for carrying out such transactions. The Client shall, at all times, be liable to pay IDFC Bank, the brokerage, commission, service tax and other taxes and transaction expenses as applicable/notified by IDFC Bank from time to time. Certain orders or applications, at IDFC Bank's sole discretion, may be subject to manual review, thereby delaying the processing of the Client's order or application. The Client shall receive the price at which the Client's order is actually executed in the Exchange or otherwise, as the case may be, which in the event of a delay may be different from the price at which the Client's order was placed.

SIGNATURE

5. The Client agrees that any request for cancellation/modification of an order or an application shall be subject to the order or application not having been acted upon or already being executed or it being outside the control of IDFC Bank to make any cancellation or modification to such order. An order shall be deemed to have been executed or cancelled only after the Client has received a statement from IDFC Bank intimating the Client of the status of its order.

6. The Client agrees that IDFC Bank may enforce any of the rights, duties and obligations arising under this Letter, Client Document or any related document either jointly or independently, and nothing in this Letter shall be construed in a manner so as to restrict the right of IDFC Bank to initiate any action jointly.

7. The Client will be entitled to a unique username, password and customer user identification number or other identification or security code (herein after referred to as IBT Account), which will enable the Client to access online systems or services through the internet. The Client is aware that the IBT system itself generates the initial password and the password policy is in accordance with the norms prescribed by Exchanges/SEBI. The Client shall choose a password that shall be at least 8 characters long (or as otherwise specified by IDFC Bank) and shall at all times keep the Client identification and password confidential.

8. Further, at such time and within such period as IDFC Bank may require, the Client shall obtain and maintain during the term of this Letter and the Client Document, digital signatures, which would aid and assist IDFC Bank and the Client to authenticate all or any electronic transactions made through the internet and the Client shall be solely responsible for all orders and Contracts that are entered and executed using the digital signatures.

9. In the event of an apprehension of unauthorized access, the Client shall immediately cause the password and/or digital signature to be changed. The Client shall log off from its IBT Account upon completion of a session. The Client will be solely liable for the consequences of failure to log off from its IBT Account. The Client shall immediately inform IDFC Bank of: non receipt of message confirming the execution of the order placed by the Client on the day when such order was placed; or (ii) receipt of inaccurate written confirmation of an execution; or (iii) receipt of confirmation of an order and/or execution which he did not place; or (iv) receipt of inaccurate information about Client's account balances, positions taken, transaction history etc. In any of the above events, IDFC Bank will allot new username, password or user identification number or other identification or security code to the Client to secure the authenticity of the orders placed by the Client through its IBT Account online. In all cases the Client agrees that the information sent by IDFC Bank by e-mail is deemed to be a valid delivery of such information by IDFC Bank.

10. The Client shall at all times comply with such directions/instructions as may be issued by IDFC Bank, including but not limited to the maintenance of a minimum balance in the bank account(s), payment of service charges as set out in the schedule of charges provided to the Client from time to time, etc. IDFC Bank may, in its sole discretion, levy penal charges for non-maintenance of the minimum balance as stipulated from time to time. Any change in the fees shall be notified by IDFC Bank. The Client agrees that IDFC Bank shall have the right to recover all charges related to the services as determined by IDFC Bank from time to time by debiting the Client's bank account(s).

11. The Client shall be responsible for the accuracy of information supplied to IDFC Bank through any means such as electronic mail or written communication. IDFC Bank accepts no liability for the consequences arising out of erroneous information supplied by the Client. If the Client suspects that there is an error in the information supplied to IDFC Bank or notices an error in the information supplied to it by IDFC Bank then it shall intimate IDFC Bank as soon as possible and IDFC Bank shall endeavour to correct the same, wherever possible, on a best efforts basis.

12. The Client shall be liable for any loss caused to IDFC Bank due to any unauthorized transactions or if the Client has breached any of the terms of usage of the services under this Letter or the Client Document. Provided that nothing contained herein shall be construed in such a manner so as to hold the Client liable for any unauthorised transactions that are attributable solely to the fraudulent or grossly negligent conduct of employees of IDFC Bank.

13. The Client agrees that certain details as provided to it would not be on a real time basis and accepts that such details would be updated by IDFC Bank on best effort basis within reasonable time. The Client shall not hold IDFC Bank responsible for any possible mismatches in the real time data and the data received by the Client.

14. IDFC Bank shall under no circumstances be held liable by the Client in case of access not being available in the desired manner for reasons including but not limited to natural calamity, floods, fire and other natural disasters, war, strikes, legal restraints, Exchange or market rulings, suspension of trading, faults in the telecommunication network or Internet or network or system failure, software or hardware error, or any other reason beyond its control. Under no circumstances shall IDFC Bank be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on the loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Client or any other person.

15. IDFC Bank (in its capacity as a bank) may, at its discretion and without notice to the Client exercise its right to set off amounts due and payable by the Client to IDFC Bank as a result of any services or facilities extended to or used by the Client against any amount due and payable by IDFC Bank to the Client or against any deposits of any kind or nature (including fixed deposits) held/ balances lying in any of the Client's accounts, whether in single name or joint name(s), and on any monies, securities, bonds and all other assets, documents and properties held by IDFC Bank, irrespective of any other lien or charge (present or future) on the deposits of any kind and nature (whether by way of security or otherwise pursuant to any contract entered into by the Client). IDFC Bank's rights hereunder shall not be affected by the Client's bankruptcy or winding-up. It shall be the Client's sole responsibility and liability to settle all disputes/ objections with joint account holders, if any. IDFC Bank may exercise the lien over any account maintained by the Client with IDFC Bank or on any other asset of the Client retained by/ in the possession of IDFC Bank till the dues are remitted in full by the Client.

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16. The Client agrees that IDFC Bank shall have the right to block the amount required to settle the obligations of the Client in relation to/pursuant to a Contract or order placed. IDFC Bank may debit, either in part or in full, Client's bank account(s) to the extent necessary to settle the obligations under the Contracts. The Client agrees that Client shall not be permitted to withdraw, issue a cheque or otherwise use the blocked and/or allocated funds in its bank account(s). IDFC Bank reserves all rights to dishonour instructions/cheques that may be issued against the blocked amount. The Client also understands and agrees that blocking of funds against its order will be given priority over all other instructions or cheques given by either the Client or its authorized representative.

17. The Client agrees that IDFC Bank may prescribe certain additional terms and conditions for the purpose of offering the services under this Letter and the Client Document and that the Client can utilise such services only after it agrees to abide by all such terms and conditions.

18. IDFC Bank shall have the right to debit all charges payable by the Client in respect of the services from the Client's bank account(s). The Client shall maintain sufficient balances in the bank account(s) and shall in no way impair the right of IDFC Bank to debit the service charges/shortfall in margin requirements/additional margin as required by IDFC Bank or shortfall in settlement amount of any Contract. IDFC Bank shall not be liable for any omission to make all or any of the payment or for late payment due to circumstances beyond the reasonable control of IDFC Bank. IDFC Bank shall also have the right to charge interest, at the prevailing commercial rate, on overdrawn balances in the bank account(s) due to the debiting of any amounts due to IDFC Bank or the Exchange. IDFC Bank shall not be obliged to provide overdraft facility on the Client's bank account(s). However, IDFC Bank may allow the Client's bank account to be overdrawn to debit for service charges/ shortfall in margin requirements/additional margin as required by IDFC Bank or shortfall in settlement amount of any Contract payable by the Client. The Client shall remit the amount of debit plus the interest within 15 days of being notified about the same.

19. The Client agrees that IDFC Bank may (in its capacity as a clearing member) at its sole discretion, deposit any collateral provided by the Client to IDFC Bank (in its capacity as a trading member), with the relevant exchange/clearing corporation/clearing house, as the case may be, subject to terms and conditions as may be prescribed by such exchange/clearing corporation/clearing house or any other relevant authority from time to time.

20. The Client agrees that the actual settlement of funds and securities should be done on a monthly/quarterly (choose as applicable) basis by IDFC Bank and statement of account/funds/securities should be sent in the same frequency. The Client undertakes that any dispute arising from the statement of account or settlement shall be notified to IDFC Bank within 7 working days from the date of receipt of statement of account/funds/securities, as the case may be. The Client may cancel or revoke this settlement authorization at any time. The Client shall provide adequate written notice to IDFC Bank in the event that the Client requires to change the period of settlement of funds and securities.

21. The Client understands and acknowledges that IDFC Bank and its subsidiaries and Affiliates (collectively referred to as Group companies) are engaged, inter alia, in providing banking services, asset/portfolio management, custodial and depository participant services, securities brokerage, as well as providing investment banking (including merchant banking and banker to an issue), and financial advisory services etc. Further, the Client also acknowledge that IDFC Bank and its Group companies are engaged in distribution of third party products including products of Group companies, and may hold proprietary positions in various products, subscribe on own account in issues/offers and avail on their of their business in any situation of conflict of interest, whether potential/possible own account various services offered by IDFC Bank and its Group companies under different capacities. IDFC Bank shall ensure fair, unbiased and objective treatment of all its clients and observe high standards of integrity in the conduct or actual. In furtherance of the same we hereby confirm that IDFC Bank shall, at all times, comply with provisions of applicable laws, and such other rules, regulations, policies, guidelines as may be prescribed by the Securities and Exchange Board of India or such other regulatory or statutory authority from time to time. IDFC Bank has in place appropriate processes, controls and code of conduct for its personnel governing fair practice and conflict of interest.

Other Terms and Conditions

1. This Letter shall, at all times, be subject to applicable laws, including relevant statutory rules, regulations, bye laws, customs and/or usage of the concerned regulatory body having jurisdiction over the transaction with respect to the particular investment product.

2. An order inadvertently processed, in spite of insufficient balances in the Client's bank account or the account maintained with IDFC Bank shall at IDFC Bank's sole discretion be subject to cancellation or liquidation. However, the Client shall be responsible for all the orders, including any orders, which exceed the trading limits available in the Client Account. The Client shall promptly credit the required fund to its bank account maintained with IDFC Bank to ensure that the payment shall be received and processed on or prior to the settlement date or a date intimated by IDFC Bank, whichever is earlier. If the payment is not received as aforesaid, then IDFC Bank may square off the same without any prior intimation to the Client. In the event of liquidation of the Client's bank account(s), the Client shall be liable for any resulting losses and all associated costs incurred by IDFC Bank.

3. IDFC Bank may, at its discretion, send any document that is obligatory to be sent to the Client by means of an electronic communication, with the possible exception of graphic insertions such as photographs or logotypes. This electronic communication may be in the form of e-mail, an email attachment or in the form of download available on the website. Every document so sent shall contain all such information as is mandated by the concerned statutory and/or regulatory authority. IDFC Bank would be deemed to have fulfilled its legal obligation to deliver a document to the Client, if it is sent by the electronic mode. The Client shall download the said document promptly on intimation of a notice of its display. Provided that on a request being made by the Client, due to a difficulty experienced by the Client in viewing the same, IDFC Bank may, in its discretion, make the required delivery by such other means, as it may deem appropriate.

SIGNATURE

4. IDFC Bank agrees that it shall keep all Contracts executed on behalf of the Client separate from its proprietary contracts and shall transact in the same as per the directions of the Client, or the Client's power of attorney holder, or as authorized by this Letter, or as required by rules, regulation or law of any authority regulating the Contracts for the time being in force.
5. The Client acknowledges that IDFC Bank and/or its affiliates may from time to time take proprietary positions and/or make a market in instrument, instruments identical or economically related to the Contracts entered into with the Client, or may have an investment banking or other commercial relationship with and access to information with respect to the instrument or other interests in the Contracts entered into with the Client. The Client also acknowledges that IDFC Bank and/or its affiliates may also undertake proprietary activities, including hedging transactions related to the initiation or termination of a derivative transaction with the Client, which may adversely affect the market price, rate index or other market factor(s) underlying the Contracts entered into with the Client and consequently the value of the Contracts.
6. IDFC Bank shall credit the proceeds of the sale/redemption etc. of any of the Contracts only after IDFC Bank has received the same unless specifically agreed otherwise.
7. The Client acknowledges that IDFC Bank, shall not be under any obligation to provide it with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of any Contract, nor does IDFC Bank, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
8. The Client also acknowledges that the employees of IDFC Bank are not authorized to give out any advice and the Client shall at all times be responsible and liable for its own actions/inaction. The Client may be able to access research reports through the internet, including computerised online services, or other media. The availability of such information does not constitute a recommendation to execute any Contract. Any such decision will be based solely on the Client's own evaluation of financial circumstances and objectives.
9. The Client agrees that any person that supplies any data asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. Neither IDFC Bank, nor the Exchange nor any supplier of market data guarantees the timeliness, sequence, accuracy, completeness, reliability or content of market information or messages disseminated to or by such person.
10. IDFC Bank's services are provided on an "as available" basis without warranties of any kind, except such warranties as may be specified in the Client Document.
11. The Client agrees that IDFC Bank shall have the right, at its discretion, and without prior notice to the Client, to monitor and record any or all telephone conversations between the Client on the one hand and IDFC Bank and any of IDFC Bank employees or agents on the other hand and to monitor the Client's electronic communications conducted with IDFC Bank so as to enable them to maintain an audit trail of all the transactions executed by the Client.
12. The Client shall indemnify IDFC Bank against any loss (actual or notional), costs, expenses etc., which may be suffered by IDFC Bank and/or its group companies, or against any claim, demand, action, proceeding that may be initiated against IDFC Bank, in connection with this Letter or any non-compliance of any applicable rules and regulations or arising out of or in connection with or due to a breach of any of the Client's obligations under the Client Document and/or this Letter.

Clauses specific to Offline Trading Services

1. The Client may place order via authenticated voice recording machines of IDFC Bank or via internet as may be permitted by IDFC Bank.
2. In offline trading, the placing of orders on behalf of the Client will be done by the authorized representative of the Client with the designated officials of IDFC Bank. The Client is aware that it will be entitled to place orders only through the designated office of IDFC Bank where its account has been linked.
3. The Client agrees that IDFC Bank shall have the right to do various acts in order to give effect to the instructions of and other terms of this Letter and the Client Document.
4. The Client is aware that trading in derivatives transactions involves daily settlement of all positions. Every day the open positions are marked to market based on the settlement prices of the Contracts. Further, in case of adverse market movements, the Client will be required to deposit the amount of negative mark to market resulting from such movement. The Client agrees and confirms that it will ensure that margin amount as stipulated by IDFC Bank is available at all points in time. The Client is aware and agrees that Client is responsible for tracking the margin availability in its account.
5. Clauses specific to offline trading services shall be read in conjunction with the other terms and conditions of this Letter. To the extent any inconsistency exists between the clauses specific to offline trading services and the other terms and conditions, the clauses specific to offline trading services shall prevail.
6. The Client agrees that the switch in trading mode in future from online to offline, or vice versa, will not affect its liabilities and obligations and the Client will be liable for satisfactory completion of all Contracts concluded prior to the switch. In addition to the specific rights of IDFC Bank which the Client has agreed to herein above, IDFC Bank shall enjoy the same rights in respect of the Client's bank account(s) that it had prior to the switch.

SIGNATURE

Miscellaneous

1. IDFC Bank may at any time amend this Letter, by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by providing a notice of fifteen days to Client in writing or by an email. The continued use by the Client of the services after such notice shall constitute acknowledgment and acceptance of such amendment. Certain policies and/or procedures may be further outlined on IDFC Bank's website, if any, and by the Client's use of the website and services, the Client agrees to be bound by any and all such postings.
2. The Client shall not assign any right and obligations hereunder without first obtaining the prior written consent of IDFC Bank. IDFC Bank may assign its rights and obligations to any person without the prior consent of the Client.
3. The Client shall be able to exercise the right to close/ freeze any of its bank account(s) with IDFC Bank only if there is no obligation pending to be met by the Client in favour of either IDFC Bank, the Exchange or towards any other third party through IDFC Bank in any form.
4. The invalidity or unenforceability of any provisions of this Letter in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Letter in such jurisdiction or the validity, legality or enforceability of this Letter, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.
5. The Client shall at all times continue to be responsible for any Contract executed on its behalf. If the service is withdrawn for a reason other than the breach of the terms and conditions by the Client, the liability of IDFC Bank shall be restricted to the return of the annual charges, if any, recovered from the Client for the period in question. The closure of the accounts of the Client shall automatically terminate the services and IDFC Bank may suspend or terminate trading facilities without prior notice if the Client has breached these terms and conditions or it learns of the bankruptcy or lack of legal capacity of the Client.
6. No forbearance, relaxation, failure or delay by IDFC Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies available to IDFC Bank herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
7. The Client agrees that IDFC Bank, its group companies and their agents shall have the right to exchange, share or part with all the information, data or documents relating to the Client Document and the Contract information with other IDFC group companies/banks/financial institutions/credit bureaus/agencies/statutory bodies/such other persons as they may deem necessary and/or appropriate as may be required for use or processing of the said information/data by such person/s or furnishing of the processed information/data/products thereof to other banks/financial institutions/credit providers/agencies/users registered with such persons and the Client shall not hold IDFC Bank, its group companies and other persons to whom such information etc. is disclosed liable for the disclosure or use of such information.
8. The Client agrees that IDFC Bank shall have the right to issue a consolidated certificate for tax deducted at source, if applicable, on amounts paid or credited during any financial year in accordance with prevailing tax laws unless otherwise requested by the Client through prior intimation. The Client agrees that tax will be deducted at source as per prevailing tax laws subject to a certificate from Indian tax authorities for nil / concessional rate of tax deduction. The Client also understands and agrees that tax implications including documentation requirement are subject to change from time to time.
9. Subject to Clauses 17 and 24 of the Rights & Obligations Document, any legal action or proceedings arising out of this Letter (including any action in relation to the existence, validity or termination of this Letter) shall be brought in the courts or tribunals at Mumbai in India and the Client irrevocably submits to the exclusive jurisdiction of such courts and tribunals. IDFC Bank may, however, in its absolute discretion commence any legal action or proceedings arising out of these terms and conditions in any other court, tribunal or other appropriate forum, and the Client hereby consents to that jurisdiction.
10. IDFC Bank and the Client are aware of the provisions of rules, bye-laws and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. This Letter is supplemental to and does not supersede the Client Document.

Signature of Authorised Signatory

Place: _____ State: _____ Date: _____

SIGNATURE

ADDITIONAL MANDATORY INFORMATION- NON-INDIVIDUALS

Country of Incorporation	
Place of Incorporation	
Country/Countries of establishment for Tax purpose	
Telephone no with country code	
US Tax Identification Number	

We hereby confirm that we are a US entity in which US ownership is 25% or higher (by vote or value)/We are not a US entity. (Strike out whichever is not applicable)

In case of change in our tax status or change in ownership pattern on a future date, we would report the same to IDFC Bank within 30 days.

Name: _____

Signature & Stamp: _____

Date: _____

SUPPORT DOCUMENTS TO BE PROVIDED ALONG WITH APPLICATION FOR SUPPORT FORM

For US Entity

Duly filed and signed copy of following:

- Form W9

For entities where US Indicia is found and is to be cured

Duly filed and signed copy of following:

- Form W8- ECI or W8-IMY or W8-EXP, Tax exemption certification, Valid Waiver, Documentary evidence, Any other document (Self-certification)

FOR OFFICE USE ONLY

Customer ID _____ Account Number _____

We hereby confirm we are a US owned entity/Not a US owned entity and all indicia have been checked and necessary documents are collected to in case of curing required.

- Documents Checked : Tick for confirmation
 - (1) Country of Incorporation, (2) Place of incorporation, (3) Country of residence for tax purpose,
 - (4) Telephone number, (5) SI to pay money to account maintained in US,
 - (6) Current POA agreement to a person with US address, (7) Address with "in care of" or "Hold mail" held in US

Account opening form scrutinized by:

Employee No. _____

Signature of Employee: _____

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Naman Chambers, C-32, G-Block, Bandra-Kurla Complex, Bandra (E), Mumbai 400 051.



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