

Jefferies India Private Limited
Terms of Business (Voluntary Document)

1) PURPOSE AND BASIS OF THESE TERMS

- 1.1. These Terms of Business ("**Terms**") will apply to all investment and connected business (including the execution of orders for the purchase or sale of and any other dealing in Securities) which the Jefferies India Private Limited ("**Stock Broker**") may carry on with or for the Client in accordance with these Terms from time to time ("**Services**"), subject to the terms of any other agreement relating to any specific business or transaction between the Stock Broker and the Client.
- 1.2. These Terms supersede any previous mandatory & voluntary client registration document between the Parties relating to the subject matter of the Terms and any previous version(s) of these Terms.

2. DEFINITION AND CONSTRUCTION

- 2.1. For the purposes of these Terms, the following words and phrases shall have the following meanings:
 - 2.1.1. "**Account**" means the account or accounts opened, maintained and operated by the Client with the Stock Broker from time to time for use in connection with the purchases, sales, holdings or other dealings in Securities and other financial products effected through the Stock Broker on behalf of the Client, in its capacity as a stock-broker;
 - 2.1.2. '**Affiliate(s)**' of any person means a person controlling, controlled by or under common control with that person, including parent companies and subsidiaries. For purposes of this definition, 'Control' means with respect to a person (a) ownership or control (whether directly or otherwise) of 50% or more of the equity share capital, voting capital, or the like of the controlled entity by contract or otherwise, (b) control of, or power to control the composition of the board of directors or other equivalent or analogous body of the controlled entity or (c) the power to direct or cause the direction of the management and policies of such party by virtue of its constitutional documents or agreements or otherwise, and "Controlling" and "Controlled" shall have corresponding meanings;
 - 2.1.3. "**Applicable Law**" means any statute, law, Regulation, ordinance, Rule, judgment, order, decree, Bye-Laws, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administrative order having the force of law of any of the foregoing, by any Government Authority having jurisdiction over the matter in question and includes all the Rules, Bye-Laws and Regulations of the Exchange and circulars issued thereunder as modified, amended, restated or replaced from time to time;
 - 2.1.4. "**Bye-Laws**" means all bye-laws prescribed by SEBI, Exchange, Depositories and other relevant authorities regulating trading operations on the Exchange or otherwise, and all other bye-laws made under the relevant laws governing the same;
 - 2.1.5. "**Clearing House**" means, in relation to an Exchange, any clearing house providing clearing services for any contract traded through or on the floor of that Exchange;
 - 2.1.6. "**Depositories**" means the National Securities Depository Limited, Central Depository Services Limited or any other depository set up under the Depositories Act, 1996;
 - 2.1.7. "**Exchange**" shall have the meaning ascribed to the term under Clause 3.1;
 - 2.1.8. "**Government Authority**" means:
 - a) central, state, city, municipal or local government, governmental authority or political subdivision thereof having jurisdiction in India; or

- b) any agency or instrumentality of any of the authorities referred to in sub-clause (a) above; or
- c) any regulatory or administrative authority, body or other organisation having jurisdiction, to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organisation have the force of law in India; or
- d) any court or tribunal having jurisdiction in India;

2.1.9. **"Margin"** shall mean such margin as may be required to be placed with the Stock Broker in such form and in such manner as may be acceptable to the Stock Broker by the Client, or as may be prescribed by SEBI, or the Exchange, or by the Stock Broker for conducting transactions in Securities;

2.1.10. **"Regulations"** means all regulations prescribed by SEBI, Exchange, Depositories, Reserve Bank of India and other relevant Government Authority, regulating any of the services to be provided hereunder from time to time;

2.1.11. **"Risk Disclosure Document"** means the incomprehensive document set out in Appendix 1 which explains certain risks associated with purchasing, selling and trading in various kinds of Securities including derivatives and entering into various kinds of Securities including derivatives contracts;

2.1.12. **"Rules"** means all rules prescribed by the Clearing House, SEBI, Exchange, Depositories, Reserve Bank of India and other relevant authorities, regulation any of the services to be provided hereunder from time to time, trading operations of the Exchange or otherwise, and any other Applicable Law;

2.1.13. **'Securities'** means all kinds of securities permitted under Applicable Law including but not limited to: (a) "securities" as defined under the Securities Contracts (Regulation) Act, 1956; (b) any other instruments or investments as may be permitted by Applicable Law from time to time; and

2.1.14. **'SEBI'** means the Securities Exchange Board of India;

2.1.15. **'Transaction'** has the meaning ascribed to it in Clause 5; and

2.2. References to clauses are to the clauses of the Terms. Headings are included for convenience only and shall not affect the interpretation of the Terms.

2.3. Any reference in any documentation between the Parties to an earlier version of these Terms shall, from the date of these Terms taking effect, be read as a reference to these Terms or the relevant or corresponding part thereof.

3. REGISTRATION STATUS

3.1. The Stock Broker is registered as a stock broker with National Stock Exchange of India Limited (NSE) and Bombay Stock Exchange Limited (BSE) (the **"Exchanges"**). The Stock Broker is registered as a stock broker in the capital market segment of NSE and BSE with SEBI Registration number INB231491037 and SEBI registration number INB011491033 respectively.

3.2. In providing the Services to the Client, the Stock Broker shall deal with the Client as an agent.

4. APPOINTMENT

4.1 The Client confirms that the Client is an institutional investor falling under any of the categories mentioned hereunder, viz., Foreign Institutional Investor, Mutual Fund, Venture Capital Fund and Foreign Venture Capital Fund, in each case registered with SEBI; Scheduled Commercial Banks, Multilateral And Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies

registered with the Insurance Regulatory Development Authority (IRDA) and Public Financial Institution as defined under section 4A of the Companies Act, 1956.

- 4.2 The Client acknowledges and confirms that it has read and understood the Risk Disclosure Document and the risks involved in trading on a stock exchange. The Client shall be wholly responsible for all its investment decisions and trades.
- 4.3 The Client agrees to immediately notify the Stock Broker in writing if there is any change in the information in the 'client registration form' provided by the Client to the Stock Broker at the time of opening the Account or at any time thereafter.
- 4.4 The Client acknowledges and confirms that its failure to understand the risks involved shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
- 4.5 The Client acknowledges and confirms that the Client is liable to 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;
- 4.6 Without prejudice to the Stock Broker's other rights, 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 lawful amounts, lawful outstanding debts and adjust the proceeds of such liquidation / close out, if any, against the Client's liabilities. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and borne by the Client.
- 4.7 The Client acknowledges and confirms 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 closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4.8 The Stock Broker is hereby appointed by the Client to provide broking services to the Client, as described in Clause 5 below.

5. DESCRIPTION OF SERVICES

- 5.1. The Stock Broker will handle orders or dealing instructions including negotiating and executing counterparty documentation on behalf of the Clients in relation to investments in Securities (each a "**Transaction**" and collectively the "**Transactions**") in accordance with specific instructions of the Client from time to time. The Stock Broker will not advise the Client about the merits of a particular Transaction and the Stock Broker is under no obligation to satisfy itself that the Transaction is suitable for the Client. The Stock Broker may, if it agrees and subject to Clause 10.8 hereof, distribute to the Client investment research prepared by it or its Affiliates. In this regard the Client should note that if the Stock Broker merely explains the terms of an investment or its performance characteristics this does not of itself amount to advice on the merits of a Transaction in the investment.
- 5.2. All decisions on whether to invest in, hold or dispose of any asset resulting from or effected using the broking services of the Stock Broker under the Terms are that of the Client. The Stock Broker will, upon Client's request, provide the Client with product specifications and any prospectus or other offering document covering such Securities.
- 5.3. The Stock Broker is authorised by the Client to take all routine or day-to-day decisions and otherwise act as it considers appropriate in implementing the instructions of the Client.

- 5.4. The provision by of the Services by the Stock Broker will be subject to the Terms and any statutory, regulatory, legal or market requirements (i) of the relevant stock exchanges or markets or over-the-counter markets in India or elsewhere; (ii) of the relevant clearing houses; and (iii) under the laws of India and other jurisdiction in which the Stock Broker may be dealing on behalf of the Client or in connection with providing the Services as amended from time to time.
- 5.5. Where the Exchange cancels Transaction(s) suo motu all such Transactions including the Transactions done on behalf of the Client shall ipso facto stand cancelled.
- 5.6. The Client agrees to be bound by the exposure limits, if any, set by the Stock Broker or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5.7. All investment is subject to risk and the degree of risk is a matter of judgment and cannot be accurately pre-determined. The Stock Broker gives no warranty as to the performance or profitability of the Client's Account or its investments or any part thereof. To the extent that the Client engages in Transactions in Securities and other investments the attention of the Client is drawn to the specific risk disclosures.
- 5.8. The Stock Broker will not be responsible for the provision of any tax or legal advice in relation to the Services.

6. CLIENT ASSETS

- 6.1. The Stock Broker agrees that the money / Securities deposited by the Client shall be kept in a separate account, distinct from its own account or account of any other client and shall not be used by the Stock Broker for itself or for any other client or for any purpose which is not permitted under Applicable Law.

7. ACTING AS INTERMEDIARY

- 7.1. In any dealing or other matter where the Client is an agent or otherwise acting on behalf of or for the benefit of any other person, then, even if the Client discloses that fact and/or identity of that person to the Stock Broker, the Stock Broker will (save as provided below) treat the Client alone as its client for all purposes relating to such dealing or matter, and (subject to applicable laws and regulations) the Stock Broker shall not owe any contractual, regulatory or other obligations to that person.
- 7.2. The Client, as agent for its principal and on its own behalf, retains full responsibility for making all investment decisions with respect to any principal.
- 7.3. The Client acknowledges that providing details of its principal will not make its principal a client of the Stock Broker.

8. INSTRUCTIONS

- 8.1. Any instruction is transmitted at Client's risk in such manner as may be specified by the Stock Broker or agreed between the Parties from time to time. The Stock Broker shall not be liable for any loss suffered on account of any instruction not being received by it (whether transmitted through an electronic system or not) or not being acted upon. For the avoidance of doubt, the Stock Broker may electronically acknowledge an instruction transmitted to the Stock Broker by the Client through an electronic system but are under no obligation to act in accordance with such instruction.
- 8.2. Any instruction give by the Client to the Stock Broker shall be in accordance with all laws, rules, regulations and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which apply in respect of the Stock Broker, the Client or its investments from time to time.

- 8.3. The Stock Broker may at its absolute discretion refuse to accept or act in accordance with any instruction, without being under any obligation to give any reason. If the Stock Broker declines an instruction the Stock Broker will take reasonable steps to notify the Client promptly.
- 8.4. The Client authorises the Stock Broker to rely and act upon, and treat as fully authorised and binding upon the Client, any instruction which purports to have been given and which is accepted by the Stock Broker in good faith as having been given by the Client or on its behalf, without further enquiry on the part of the Stock Broker as to the genuineness, authority or identity of the person giving or purporting to give such instruction and notwithstanding any communication the Client may have made or may make to the Stock Broker purporting to limit the persons from whom the Stock Broker may accept instructions, unless such limitations have been agreed in writing by the Stock Broker or has been expressly requested by the Stock Broker in writing. Notwithstanding the foregoing, the Stock Broker may require, and the Client shall provide, evidence of any such authority provided to any person acting, or purporting to act, for the Client or on its behalf.
- 8.5. The Client shall promptly (and within any time limit imposed by the Stock Broker) give any instructions the Stock Broker may reasonably request from the Client in respect of any Services provided hereunder. If the Client does not do so, the Stock Broker may in its sole discretion take any steps at the cost of the Client which it considers appropriate for its or for Client's protection.
- 8.6. The Stock Broker may in its absolute discretion record telephone conversations with the Client or its agents and will normally record telephone conversations between the Client or its agents and the employees of the Stock Broker who act in a trading or sales capacity. The record of telephone conversations with the Client or its agents shall constitute evidence and may be relied upon as evidence of all instructions, commitments, notices or requests delivered in such manner and all intellectual property and other rights in and to such records shall belong solely to the Stock Broker.

9. **SHORT SELLING REQUIREMENTS**

- 9.1. Regulatory authorities in many jurisdictions around the world have issued a series of disclosure and other requirements relating to short selling (the "**Requirements**"). The Client agrees that the Stock Broker is required to comply with all the Requirements, and, as such, the Stock Broker is not permitted to carry out, facilitate, or arrange any trade which breaches the Requirements.
- 9.2. In the event that the Stock Broker, or any of its Affiliates, enters into any transaction with or for the Client which is subject to any Requirements, the Stock Broker shall do so on the strict understanding that the Client shall be deemed to have represented to the Stock Broker, or, as appropriate, its Affiliate, that the execution of such transaction will not result in a breach of such Requirements.
- 9.3. Similarly, if the Client enters an order in any security subject to any Requirements on or through any electronic trading system, application or service provided by the Stock Broker, or any of its Affiliates, the Client shall be deemed to have represented to the Stock Broker, or, as appropriate, its Affiliate, that such order:
 - 9.3.1. will not result in a breach of the Requirements; and
 - 9.3.2. will not cause the Stock Broker, or, as appropriate, its Affiliate(s), to make a disclosure under the Requirements.
- 9.4. The Stock Broker accepts no responsibility for the failure of the Client to comply with any of the Requirements applicable to the Client.

10. CONFLICTS OF INTEREST

- 10.1. In accordance with Applicable Law and the conflicts of interest policies of the Stock Broker, the Stock Broker has in place arrangements to manage conflicts of interest that arise between it and the Clients and between different clients of the Stock Broker. Where the Stock Broker does not consider that the arrangements under its conflicts of interest policies are sufficient to manage a particular conflict, the Stock Broker will inform the Client of the nature of the conflict so that the Client can decide how to proceed.
- 10.2. In relation to any transaction the Stock Broker brokers or arranges for the Client, the Stock Broker may have an interest, relationship, arrangement, or duty which is material or which gives or may give rise to a conflict of interest with interest(s) of the Client in relation to the investment or transaction concerned or investments or assets underlying, derived from or otherwise directly or indirectly related to such investments (a “**Material Interest**”). The Stock Broker will take all necessary steps to ensure fair treatment for the Client in relation to any such transactions and will manage any conflict of interest in accordance with its conflicts of interest policies and make appropriate disclosure to the Client in relation to the Material Interest.
- 10.3. The Client’s attention is drawn to the fact and the Client acknowledge that the Stock Broker or certain Affiliates of the Stock Broker may be involved in providing a range of services including corporate finance, proprietary trading and research. As such there may be a Material Interest or a conflict of interest in the services or transactions the Stock Broker carries out with or for the Client. The Stock Broker has in place internal procedures pursuant to its conflict of interest policies to ensure that its various business areas operate independently of each other and restrict access by the particular employee(s) responsible for handling the affairs of the Client to certain areas of information.
- 10.4. Accordingly:
 - 10.4.1. The Stock Broker will provide Services to the Client under these Terms on the basis of information actually known to the particular employees responsible for handling the affairs of the Client; and
 - 10.4.2. As a result of its relationship with other clients the Stock Broker may in some circumstances be unable to provide Services to the Client and the Stock Broker shall not be obliged to disclose the reason why or any further information relating thereto.
- 10.5. The Client agrees that the Stock Broker is entitled to provide Services to the Client, notwithstanding that the Stock Broker may have a Material Interest in or a potential conflict of interest in relation to the Transaction or investment concerned and the Client consents to the Stock Broker acting in any manner which the Stock Broker would consider appropriate in such cases. A Material Interest may include but is not limited to circumstances where the Stock Broker may:
 - 10.5.1. be providing services to another person in relation to an investment in relation to which the Client is entering into Transactions;
 - 10.5.2. have other business relationships, including investment banking relationships, with the company, or a related entity, which is the subject of the Transaction the Client has instructed the Stock Broker to broker for the Client pursuant to these Terms ;
 - 10.5.3. be involved as financial adviser, broker, underwriter or otherwise in a new issue, underwriting, rights issue, takeover or similar transaction concerning the investment, or the issuer of the investment or a related investment;

- 10.5.4. receive payments or other benefits for giving business to a firm with or through which the Client's order is placed or executed; or
- 10.5.5. provide investment research (as defined in Clause 10.8).
- 10.6. The Stock Broker shall be entitled to carry out a Transaction for the Client or provide any Services to the Client notwithstanding any such Material Interest and shall not seek to gain a direct or indirect personal advantage from the situation and shall not consider Client's interest inferior to his own. .
- 10.7. The Stock Broker shall not be liable to account to the Client for, or (save in respect of fees or commissions charged to the Client) to disclose to the Client the amount of any profit, commission or remuneration made or received (whether from any client or by reason of any Material Interest or otherwise) by the Stock Broker by reason of any Services provided to the Client.
- 10.8. It is the policy of the Stock Broker to distribute investment research material produced by it or its Affiliates to the clients and to support the provision of Services and its Affiliates' trading activities ("**Investment Research**"). The following terms apply in relation to all Investment Research:
- 10.8.1. The Stock Broker shall be under no obligation to the Client to ensure that any information given to the Client takes into account any Investment Research save to the extent otherwise required by the Applicable Laws.
- 10.8.2. No Investment Research provided to the Client by the Stock Broker shall constitute an offer or an invitation by or on behalf of the Stock Broker to any person to buy or sell any investments.
- 10.8.3. In all cases, the Client should conduct its own investigation and analysis of any information contained in Investment Research provided to the Client by the Stock Broker before taking or omitting to take any action either in relation to investments or markets.
- 10.8.4. The Stock Broker or its Affiliates may from time to time have a long or short position in any of the investments mentioned in any Investment Research and may buy or sell those investments; provided that where the Stock Broker renders either directly or indirectly any investment advice about any security in publicly accessible media, the Stock Broker shall disclose its interest and of its Affiliates including their long or short position in the said security while rendering such advice.
- 10.8.5. The Stock Broker or its Affiliates may from time to time provide securities related services to or solicit or seek to obtain other securities related business from any entity referred to in any Investment Research.
- 10.8.6. All Investment Research is provided subject to the terms, notices, disclosures, disclaimers and notices contained therein.

11. FEES AND CHARGES

- 11.1. In respect of orders the Stock Broker brokers on behalf of the Client that are subsequently executed by its Affiliate(s), its Affiliates' fees will be calculated on a commission basis and collected from the Client on each relevant Transaction or on such other basis as agreed between such Affiliate(s) and the Client or as notified by them to the Client from time to time.
- 11.2. The Client will be responsible for the payment of any commissions, brokerage fees, transfer fees, registration fees, any applicable duties and taxes, and all other lawful liabilities, charges, costs and expenses payable in connection with transactions effected by the Stock Broker on behalf of the Client and for the Services provided by the Stock Broker to the Client as are prevailing from time to time and as they apply to the Client's Account. The Stock Broker agrees that it shall not charge brokerage more than the maximum brokerage as prescribed by SEBI and Stock Exchanges.

- 11.3. In the course of providing Services to the Client, the Stock Broker may also pay or share fees, commissions or other non-monetary benefits to or with any other person to the extent permitted by Applicable Law.

12. PAYMENTS

- 12.1. The Client agrees to pay any amounts due to the Stock Broker by it as they become due regardless of any rights of equity, counterclaim or set-off which the Client may have against the Stock Broker and free and clear of, and without withholding or deduction for, any taxes of whatsoever nature, unless the same is required by any Applicable Laws, binding on the Client. In that event, unless otherwise agreed, the Client will pay such additional amounts as will result in the net amounts receivable by the Stock Broker (after taking account of such withholding or deduction) being equal to such amounts as would have been received by the Stock Broker had no such taxes been required to be withheld or deducted.
- 12.2. If on any date amounts which would otherwise be payable in the same currency both by the Stock Broker to the Client and vice versa, then the Parties may aggregate the amounts so payable on such date and only the difference between the two aggregate amounts will be paid by the Party owing the larger aggregate amount.
- 12.3. The Client authorises the Stock Broker to debit its Ledger Accounts, whether held by the Stock Broker or its Affiliate(s), to pay any lawful amounts due to the Stock Broker pursuant to these Terms or any Transaction effected hereunder, including any of the fees of the Stock Broker.
- 12.4. If the Client fails to pay any lawful amount when due and payable to the Stock Broker, the Stock Broker reserve the right to charge the Client interest on any such lawful amount until the date payment is received by the Stock Broker at the effective cost to the Stock Broker of borrowing the due amount in the relevant money markets as determined in the Stock Broker's absolute discretion. Interest will accrue on a daily basis and will be due and payable as a separate debt.
- 12.5. The Stock Broker may deduct or withhold all forms of tax from any payment if obliged to do so under Applicable Laws. In accounting for tax or making deductions or withholdings of tax, the Stock Broker may estimate the amounts concerned. Any excess of such estimated amount over the final confirmed liability shall be credited or sent to the Client as soon as practicable after the determination of the final liability.
- 12.6. Except as otherwise required or determined by Applicable Law or market custom, the Client shall be solely responsible for all filings, tax returns and reports on any Transactions which must be made by the Client to any relevant Governmental Authority or otherwise, and for the payment of all taxes (including without limitation any transfer, withholding or value added taxes), imports, levies or duties due from the Client on any dividends, principal or interest, or any other liability or payment arising out of or in connection with a transaction.
- 12.7. If the Stock Broker receive or recovers any amount in respect of an obligation of the Client in a currency other than that in which such amount was payable, whether pursuant to a judgment of any court or otherwise, the Client shall indemnify the Stock Broker and hold it harmless from and against any cost (including costs of conversion) and loss suffered by the Stock Broker as a result of receiving such amount in a currency other than the currency in which it was due.

13. LIABILITY AND INDEMNITY

- 13.1. The Stock Broker shall not be liable for any default of any counterparty, bank, custodian, sub-custodian or other entity which holds money, investments or other documents of title on behalf of the Client or with or through whom Transactions on behalf of the Client are conducted.
- 13.2. The Stock Broker will not be liable for loss suffered by the Client in connection with the Services unless such loss directly arises from gross negligence, wilful default or fraud of the Stock Broker.

- 13.3. The Client shall on demand indemnify and keep the Stock Broker, for itself and as trustee for each of its directors, officers, partners, employees and agents, and each of their respective heirs, successors and assigns (“**Officers**”) against any cost, taxes, expense, damage, loss or liability whatsoever which may be suffered or incurred by the Stock Broker or any of Stock Broker’s Officers as a result of any Transaction, action or step taken by the Stock Broker under these Terms (including the costs of enforcing the same) unless, and then only to the extent that, such cost, expense, damage, loss or liability is finally judicially determined to be fraudulent, in wilful default or grossly negligent on its part or on the part of any of Officers of the Stock Broker.
- 13.4. Neither the Stock Broker nor any of its Officers shall be liable for any loss arising from any act or omission of any agent or third party who performs Services pursuant to these Terms except to the extent that such loss is caused by wilful default, fraud or gross negligence in the selection of such agents or third parties on the part of the Stock Broker or its officers.
- 13.5. In no event shall the Stock Broker or any of its Officers be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for indirect, consequential or special damages, howsoever arising, whether or not advice of the possibility of such loss or damages was provided.

14. CLIENT’S WARRANTIES

The Client hereby represents, warrants and undertakes (which representations and warranties shall be deemed to be repeated by the Client on each date on which a Transaction is entered into under these Terms) that:

- 14.1. the Client and the principal (where the client is acting as an agent for, or acting on behalf of, another person) has full power and authority to enter into these Terms, each Transaction and any other documentation relating thereto, and to perform its obligations thereunder and each Transaction;
- 14.2. the Client will be and liable to the Stock Broker or its Affiliates (as applicable) in respect of all obligations and liabilities arising from Transactions effected on instructions of the Client;
- 14.3. entering into these Terms or any Transaction contemplated hereunder will not violate or conflict with any Applicable Law, any provision or any constitutional documents or any charge, trust deed, contract or other instrument or any contractual restrictions applicable to, binding on or affecting the Client or any of its assets or oblige the Client to create any lien, security interest or encumbrance;
- 14.4. all governmental, regulatory and other consents that are required to have been obtained by the Client in relation to these Terms or any Transaction contemplated hereunder have been obtained and are in full force and effect and all conditions of any such consents have been complied with;
- 14.5. the Client and the principal (where the client is acting as an agent for, or acting on behalf of, another person) will comply with all laws, rules, regulations and disclosure requirements of any relevant jurisdiction, exchange, market or regulatory authority which apply in respect of the Stock Broker, the Client or the Client’s investments from time to time;
- 14.6. the Client will promptly give (or procure to be given) to the Stock Broker such information and assistance as the Stock Broker may reasonably require to enable the Stock Broker to assist or achieve compliance with any of the obligations mentioned in Clause 14.4 of these Terms in relation to the Services;
- 14.7. any information which the Client provides or has provided to the Stock Broker in respect of its or its principal’s financial position, domicile or other matters is accurate and not misleading in any material respect.

- 14.8. all investments to which these Terms apply are and will be so long as these Terms are in force, free from any impediment which would prevent any related transactions between the Client and the Stock Broker and are beneficially owned by the Client or the person or ultimate beneficiary on whose behalf the Client is acting directly or indirectly;
- 14.9. the Client, or any individual placing orders with the Stock Broker on behalf of the Client, is not in possession of or has access to any price sensitive or inside information or relevant information within the meaning of the SEBI (Prohibition of Insider Trading) Regulations, 1992, which would or may affect the Client's ability to lawfully abide by these Terms or enter into any Transaction with the Stock Broker; and
- 14.10. the Client shall immediately furnish information to the Stock Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against the Client or if any litigation which may have material bearing on the Client's capacity has been filed against the Client.

15. ASSIGNMENT AND AMENDMENT

- 15.1. The obligations under these Terms bind and the rights will be enforceable by the Parties and their respective successors, permitted assigns and personal representatives.
- 15.2. Subject to Clause 15.3 below, neither Party may novate or assign any of its respective rights and/or obligations under these Terms, any corresponding transaction or any contract without the prior written consent of the other.
- 15.3. The Client hereby gives its consent to the Stock Broker causing, at any time, all or any part of its rights and/or obligations under these Terms to be transferred to any of its Affiliates registered as a stock broker or a sub-broker with the SEBI, (each a "Transferee") by delivering to the Client a substitution notice. Such transfer shall be without prejudice to then outstanding rights between the Parties. Upon delivery of a substitution notice to the Client:
 - 15.3.1. the Client's rights and obligations under these Terms will remain the same but the Client will be bound to the Transferee in place of the Stock Broker; and
 - 15.3.2. the Stock Broker will be released from its obligations to the Client in so far as these are assumed by the Transferee under this Clause.
- 15.4. To the extent required by, or consequential to, any such transfer the Client agrees to enter into further documentation and/or particular terms as the Stock Broker or any Transferee may reasonably require solely in order to make or facilitate the action envisaged in Clause 15.3 above and to enter into such new arrangement with the Client concerning the Services under these Terms.
- 15.5. These Terms can be altered, amended and/or modified by the Parties mutually in writing without derogating from the contents of these Terms. Provided however, 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 Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the Parties mentioned in these Terms.
- 15.6. The Client expressly agrees that the Stock Broker may amend the content of these Terms in order to comply with changes in Applicable Law by sending the Client a written notice describing the relevant changes. Such changes will become effective on a date to be specified in the notice or such other date as required by the Applicable Law. Any other amendment will only become effective when both Parties agree in writing.

16. COMPLAINTS

- 16.1. If the Client has a complaint about the Stock Broker, the Client should raise it in the first instance with its usual Jefferies contact. If the Client is not satisfied with the response of its usual Jefferies contact (or if the Client prefers not to raise the matter with such person) the Client may communicate with the compliance officer of the Stock Broker directly in connection with its grievance or complaint. The Stock Broker agrees that it shall co-operate in redressing grievances of the Client in respect of Transactions and in removing objections for bad delivery of Securities, rectification of bad delivery, etc. in respect of Securities delivered / to be delivered or received/to be received by the Client.

17. NOTICES, INSTRUCTIONS AND OTHER COMMUNICATIONS

- 17.1. All correspondence, notices, certificates and statements of account (“**Notices**”) may be provided to the Client by approved means. Any Notices will be sent or transmitted to the Client in accordance with its communication details.
- 17.2. All Notices will, in the absence of manifest error, be deemed correct if not objected to in writing by the Client within three days of receipt subject to applicable SEBI and Exchanges guidelines.

18. EVENTS OF DEFAULT

- 18.1. If:

- 18.1.1. the Client fails to make any payment due to the Stock Broker or its Affiliates or to deliver any Securities due to its Affiliates or agents used by the Stock Broker in providing the Services in accordance with the Terms to the Client or to perform any other obligation owed to the Stock Broker or any representation or warranty the Client makes to the Stock Broker proves false or misleading under these Terms; or
- 18.1.2. the Client become unable to pay its lawful debts as they fall due or becomes insolvent or bankrupt or becomes the subject of any insolvency, bankruptcy or administration proceedings (under any applicable rules); or
- 18.1.3. a winding-up resolution is passed or a winding-up or administration order is made in respect of the Client or a receiver, liquidator, administrator or similar official is appointed in respect of the Client or any of its property (under any applicable rules);

then the Stock Broker shall be entitled, without prior notice to the Client, to take any or all of the following actions:

- 18.1.4. terminate the Services and treat any or all outstanding Transactions between the Client and the Stock Broker’s Affiliates as having been cancelled or terminated; and/or
- 18.1.5. set off any obligation the Stock Broker owes to the Client against any obligation or liability the Client may have to the Stock Broker (including any contingent or prospective liability); and/or
- 18.1.6. instruct the close out, replacement or reversal of any Transaction, enter into any other transaction or take, or refrain from taking, such other action at such time or times and in such manner as, at its sole discretion, the Stock Broker considers necessary or appropriate to cover, reduce or [eliminate]/[minimize] its or its Affiliates’ loss or liability under or in respect of any contracts, positions or commitments.

19. TERMINATION

- 19.1. Without prejudice to anything contained in Clause 18, these Terms may be terminated by either Party at any time upon either Party giving to the other written notice of termination (to take effect immediately upon receipt or as otherwise specified in the notice or by applicable law).

- 19.2. Termination of these Terms pursuant to Clause 19.1 shall be:
- 19.2.1. without prejudice to the completion of any Transaction or Transactions already initiated and any Transaction or all Transactions outstanding at the time of termination will be settled and delivery made;
 - 19.2.2. without prejudice to and shall not affect any accrued rights, existing commitments or any contractual provision intended to survive termination; and
 - 19.2.3. without penalty or other additional payment save that the Client will pay: (i) the Stock Broker's outstanding fees and charges; (ii) any expenses incurred by the Stock Broker in the provision of the Services or under the Terms payable by the Client; (iii) any additional expenses incurred by the Stock Broker in terminating; and (iv) any losses necessarily realised in settling or concluding outstanding obligations.
- 19.3. Notwithstanding anything contained in this Clause 19, these Terms shall forthwith terminate, if the Stock Broker for any reason ceases to be a member of the Exchange including cessation of membership by reason of the Stock Broker's default, death, resignation or expulsion or if certificate issued by SEBI to the Stock Broker is cancelled.

20. CONFIDENTIALITY

- 20.1. Subject to the provisions of these Terms, the Stock Broker shall be under no duty to disclose to the Client any information in making any decision or taking any action in connection with the provision of the Services, or to take into account any information or other matters which come to its notice or the notice of any of its Officers:
- 20.1.1. where this would, or the Stock Broker reasonably believes that it would, be a breach of any duty of fidelity or confidence to any other person; or
 - 20.1.2. which comes to the notice of one of its Officers, but does not come to the actual notice of the account executive or other individual providing the Client with the Service in question.
- 20.2. The Parties will at all times keep confidential and shall not disclose to a third party any information of a confidential nature acquired in connection with the Terms or the Services without the prior consent of the other Party, except for information which either Party is bound to disclose under compulsion of law or by request of regulatory agencies or to its respective professional advisers or, in its case, where disclosure to a third party such as an intermediary or Clearing House is necessary in order to facilitate the proper performance of the Services. Notwithstanding anything contained in this Clause 20.2, the Client agrees and acknowledges that the Stock Broker may disclose information about the Client to any of its Affiliates and any other service providers engaged by the Stock Broker for assisting it in providing the Services hereunder, on a need to know basis, and the Client hereby expressly provides its consent to the Stock Broker to disclose any information about the Client to such persons
- 20.3. In cases where you are not the ultimate beneficiary or where you are not the person(s) ultimately responsible for originating the order or instruction (together "**Ultimate Owners**") in relation to a Transaction to be executed through us, you agree and/or undertake:
- 20.3.1. to provide, or to have arrangements with the Ultimate Owners for them to provide, directly to SEBI, the Reserve Bank of India or the Exchanges ("**Indian Regulators**") information relating to the Ultimate Owners as the Indian Regulators may request, including without limitation, the name, address, occupation and contact details of the Ultimate Owners, notwithstanding any rights to confidentiality or secrecy, whether in law or otherwise of you and/or the Ultimate Owners and/or

any intermediary parties between you and the Ultimate Owners, within the time specified by the Indian Regulators; and

20.3.2. your obligations under this clause 20.3 shall survive and continue to be effective and binding on you notwithstanding the closing of your account(s) and/or termination of your relationship with us.

21. FORCE MAJEURE

21.1. Whilst the Stock Broker will endeavour to comply with its obligations in a timely manner, the Stock Broker will incur no liability whatsoever for any partial or non-performance of its obligations by reason of any cause beyond its reasonable control including but not limited to any communications, systems or computer failure, market default, suspension, failure or closure, or the imposition or change (including a change of interpretation) of any law or governmental or regulatory requirement and the Stock Broker shall not be held liable for any loss the Client may incur as a result thereof.

22. MISCELLANEOUS

22.1. The Client acknowledges and agrees that in conducting business with the Stock Broker pursuant to the Terms, the Client does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person other than as expressly set out in the Terms.

22.2. Nothing in these Terms (or any of the arrangements contemplated by them) shall be deemed to create a partnership between the Parties.

22.3. No failure to exercise or delay in exercising any right or remedy under the Terms shall constitute a waiver thereof and no single or partial exercise of any right or remedy under the Terms shall preclude or restrict any further exercise of such right or remedy. The rights and remedies contained in the Terms are cumulative and not exclusive of any rights and remedies provided by law.

22.4. If any provision in these Terms shall in whole or in part be held by any Court of competent jurisdiction to any extent to be illegal or unenforceable under any enactment or rule of law that provision or part shall to that extent be deemed not to form part of the Terms and the enforceability of the remainder of the Terms shall not be affected thereby.

22.5. The Client undertakes to notify the Stock Broker as soon as possible in the event of any material change to its name or address.

23. GOVERNING LAW

23.1. The Parties agree that the Transactions executed on the Exchanges are subject to the Rules, Bye-Laws and Regulations and circulars issued thereunder of the Exchange 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 Exchange for the purpose of giving effect to the provisions of the Rules, Bye-Laws and Regulations of the Exchange and the circulars issued thereunder.

23.2. The Parties agree to refer any claims and / or disputes to arbitration as per the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time. The Parties 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.