

VOLUNTARY CLAUSES (TERMS AND CONDITIONS)

In addition to the 'Rights and obligations' document, the Client and MOFSL have agreed to the following voluntary terms and conditions contained in this Annexure A to ensure smooth functioning of the operations in the course of trading/investing in securities by the Client through MOFSL.

1. The Client is informed that Motilal Oswal Financial Services Limited do carry Proprietary trading.
2. The Client agrees that he / she / it has been made aware / read, understood and accept the prevailing RMS Policy / all other policies / procedures / information / instructions of MOFSL and further shall keep himself/herself / itself, updated of any future RMS policy, all other policies / procedures / information / instructions that may be issued from time to time from the broker. The Client shall also access the RMS Policy, all other policies / procedures/information/instructions from the MOFSL Website from time to time. MOFSL may send any necessary communications to the client on their registered email address MOFSL may modify the terms or any additional terms that to reflect changes to the law or changes to our policies / procedures etc. The client should look at the terms regularly. The client should access his/her account regularly. Changes addressing new functions for policies / procedures will be reflected in clients account login id and will be effective from the date of such change which are made for legal reasons & and will be effective immediately.
3. The Client hereby agrees and understands that in case of any noncompliance and /or default by the Client such as cheque bouncing, client code modification, margin shortage, UCC violation, price rigging or for any other matters as may be decided by MOFSL from time to time, without prejudice to MOFSL's other rights, MOFSL may levy charges/penalty(ies) on the client and debit such charges / penalty(ies) in the client account which has been imposed by Regulatory Authorities. Margin shortfall penalty as well as any other penalty levied by Exchange(s) / Regulators shall be recovered from the client on actuals, by debiting the client account since it is the liability of investor discharged by MOFSL on his/her behalf.
4. The Client agrees that MOFSL will not be responsible for partial execution of orders placed by the Client. The Client also agrees that all orders placed by him shall be treated as orders for that particular session only. In case the Client wants the orders to be carried forward or extended for the day or for more number of days he shall communicate the same to MOFSL.
5. Suspension/deactivation of trading activities for Non-payment of amounts due from the Client including margin money.
The Client is aware that the Client is required to make full payment to MOFSL for the execution of the contract on the day of execution of trade. The Client explicitly agrees and authorizes MOFSL to suspend/deactivate his/her accounts for non payment of the above stated dues and such other amounts as may be due from the Client from time to time without giving any further notice or intimation to the Client.
6. Digitally signed Contract Notes / Statement of Accounts / Client Registration Documents: The Client hereby agrees and permits MOFSL to provide digitally signed contract notes through

ANNEXURE A Motilal Oswal Financial Services Limited

internet (web-based) and agrees as under:

- (i) The client agrees to receive from MOFSL the ledgers, transaction statements, bills or other Statement(s), related notices, circulars, amendments and such other correspondence, documents and records which may be sent by MOFSL from time to time electronically in lieu of the physical mode. The client further authorizes MOFSL to send the executed copy of Client Registration form to his e-mail Id, The client can also download the copy through the secured access provided by MOFSL using his client specific user id and password.
 - (ii) The client hereby acknowledges that all the documents as above sent by MOFSL through e-mail will be considered as having delivered to him once the email leaves MOFSL e-mail server unless the same is rejected by client e-mail server and bounced mail notification is not received by MOFSL. The client further agrees that in the absence of communication from him regarding non receipt of documents through email or notification of any discrepancy with in reasonable time from the date of issuance of Digital Contract Note through email, MOFSL may construe that there is deemed acknowledgement of the document(s) sent to client electronically.
 - (iii) The Client shall access the contract notes/ confirmations of the trades executed on his/her/their behalf on the trade date electronically. The Client understands that it is his/her/their responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls etc. All the information contained therein shall be binding on the client, if the client does not objects either in writing or via electronic mail within reasonable time from the date of execution of the trade.
7. Acknowledgement for account opening charges :
 - (i) The client agrees that the charges towards account opening for equity/commodity trading if any, would be debited to the ledger account of the client after opening of account. The entry reflected in the ledger account of the client would be sufficient acknowledgement of the receipt of account opening charges. The client agrees and understands that no separate receipt will be issued in this regard.
 - (ii) For the convenience of payment of all the charges, pertaining to my demat account, the Client agrees to debit his trading account with all the DP account charges, as and when the bill is raised by MOFSL (Depository Participant). MOFSL may charge penalty on non-payment of DP account charges. Such penalty amount shall be directly debited to the account of Client.
 8. Trade Confirmation to client
 - (i) The Client is informed that he/she/they shall update their mobile numbers / email IDs with MOFSL (i.e. Stock Broker / Depository Participant). This will facilitate them to receive information of their transactions ,all debits directly from the Exchange(s) / Depositories on their mobile / email at the end of the day.

- (ii) The client authorizes MOFSL to send Trade Confirmations / Margin calls at the mobile number of the client mentioned in the Client Registration Documents. The client shall provide valid mobile number to the MOFSL which shall be incorporated in the client registration documents. During the currency of the voluntary clauses such mobile number shall be functional. It shall be duty of the client to ensure that the mobile number provided in the client registration documents is correct and in operation and/ or in working condition at all the time. In case the client has provided and /or incorporated different mobile number in the KYC, MOFSL may send notice/communication on any of the mobile number, at its discretion. The notice /information /communication through SMS sent to the client shall be deemed to have been received by the client and MOFSL shall not be under any obligation to confirm the authenticity of the person (s) receiving the SMS.
- (iii) MOFSL at its discretion shall also send Trade Confirmations / Margin calls through SMS at the mobile number provided by the client. The SMS Service may be discontinued for a specified period/indefinite period with or without any prior notice for any reason whatsoever. Such clients who have availed SMS service facility of payment basis agrees that MOFSL may discontinue SMS service with prior intimation with proper reasoning.
- (iv) MOFSL shall not be liable or responsible for any statement received from frauds or impostors or any consequences thereof.
- (v) The client authorizes Exchanges to send SMS & e-mail alerts to his Mobile No. and e-mail id registered with MOFSL.
9. Payment of Margins:
- (i) For the purpose of the voluntary clauses the term "Dues of client" shall include the amount of monies payable by the client including but not limited to, the purchase price of the Securities, Brokerage, Margin money, Goods and Service Tax (GST), Turnover Tax, Auction Debit and Charges, Service Charge, Securities / Commodities Transaction Tax, Stamp duty, DP charges, penalties, interest on delayed payment, transaction charges, KRA charges, cheque bounce charges, penalties for non-compliances, shortfall in margins etc. that may be levied from time to time in the clients accounts as per Regulatory norms. Penalties Levied by Exchange(s) / Regulators shall be recovered from the client on actuals, by debiting the client account since it is the liability of investor discharged by MOFSL on his/her behalf.
- (ii) All payment for securities/commodities bought shall be made out by way of Cheque/ fund transfer in favour of "Motilal Oswal Financial Services Ltd." At the time of settlement of dues of the Client, MOFSL shall draw an account payee cheque /fund transfer in favour of the Client which may be payable to a specified bank account of the Client.
- The Client agrees to make such fund transfer from the bank account, the details of which are provided by the Client to MOFSL in the Client Registration Form or in any other documents.
- The Client understands that MOFSL shall execute the orders only after the proceeds of the Margin account are realized and credited to the Bank account of MOFSL.
- Any payment made by the Client in the form of the account payee cheque shall be considered as Funds only upon the realization of the same.
- (iii) The Client hereby agrees to make payment against debit balance and margin payments as demanded by MOFSL in the form of Funds (which shall hereinafter mean and include account payee cheques but not cash or currency) or securities/commodities in the proportion as prescribed by MOFSL or Exchange, failing which the broker can square up all or any outstanding position of sale and / or purchase, in any segment and/or in any Exchange, without any notice to the Client.
- (iv) Margin in the form of Collateral: MOFSL, in its absolute discretion will decide the eligible securities, which could be pledged by the Client for meeting current or future margin / deposit obligations. MOFSL would be free to continuously review the eligibility of securities already pledged by the Client. Securities which are pledged in favour of MOFSL towards margin / deposit, shall be valued by MOFSL as per valuation norms decided by MOFSL from time to time. The Client authorizes MOFSL to sell these securities/commodities to recover any outstanding dues including ledger debits / DP debits /meet the margin requirements in Cash and F&O, Currency, Commodity, other segments of the Exchanges. Accordingly securities which are pledged by client in favour of MOFSL shall be unpledged / invoked to meet the Exchange obligation upon selling.
- (v) In case of dispute, these margin / deposits shall be repaid / unpledged to the client within six month of closure of account with MOFSL after meeting contingent liabilities arising out of all or other transactions.
- (vi) Lien: The client agrees that all monies, collaterals or other property that may be held by MOFSL on the client's account shall be held by MOFSL at the sole risk and cost of the client and such monies, securities or other property as permitted by the Exchange(s) shall be held subject to a general lien for the discharge of the client obligation to MOFSL under the voluntary clauses irrespective of whether such obligation of the client is disputed by the client. MOFSL shall be under no obligation to release such monies, securities/ commodities or other property until the Client has discharged its entire obligation in full to MOFSL under the voluntary clause to the satisfaction of MOFSL.
- (vii) The Client authorizes MOFSL to use its discretion to close out any part or all of the contracts in Capital Market, Equity, Currency, Commodity & Future and Options segments held in the Clients account with MOFSL for the protection of MOFSL, in case of any default by the Client. The Client agrees to reimburse any or all such incidental expenses incurred by MOFSL

- (viii) Client agrees that in case of any payout (funds/securities/commodities) which is yet to be received by him/them for the previous settlement(s), the stock broker would be entitled to adjust the same against the current or subsequent settlement obligations or other charges or under the circumstances when client defaults.
- (ix) Set-off - The client agrees that MOFSL may set-off his credit balance available in his ledger account on any one Exchange/ segment against the debit balance in other Exchange/segment.
10. The Client agrees that any notice or communication served on the Client under the voluntary clauses shall be valid and binding on him and shall be deemed to be duly served, if conveyed in writing through Letter, Fax or by personal delivery duly acknowledged by the other party/ Courier at the Registered post to the address of the Client mentioned hereinabove or the last known address, or if electronically delivered at any one of the e-mail id intimated by the Client, or by publishing the same in the prominent daily newspaper where the registered / last known business / residential address of the Client is situated or if conveyed over telephone / fax on the last known number or on the recording machine of such number or if a notice is pasted at the door of the registered address or the last known address of the Client.
11. The Client agrees that he will send any communication or notice, to MOFSL in writing through Letter or by personal delivery duly acknowledged by MOFSL or by registered post sent at the registered address of MOFSL mentioned herein above.
12. The Client hereby agrees to ensure that before selling any shares, commodities he has the same in hand. Any loss arising of auction / closeout on account of shares not cleared in MOFSL's account will be borne by the Client. The Client also agrees to bear any loss arising out of auctions due to incomplete instructions, illegible instructions, unclear instructions and instructions not received on time.
13. The Client hereby authorizes MOFSL to transfer shares, commodities lying in MOFSL's pool account to his account and from there he can transfer / pledge to margin and/or any other account for pay-in purposes for shares/commodities purchased by the Client in previous settlements. In case the Client does not want MOFSL to transfer these shares towards inter settlement from MOFSL's pool account for payin purposes, he shall inform MOFSL in writing 48 hours before payin date. In case MOFSL does not receive the same in writing or for a wrong settlement, MOFSL shall not be responsible for loss, if any.
14. MOFSL will not be liable to the Client for loss arising due to fire, theft or loss due to human error in case of shares sent for dematerialisation, or any other unforeseen circumstances if the shares are in the custody of MOFSL beyond the stipulated time.
15. Tape recording of Client conversation: The client is aware that MOFSL / Authorised Person may tape-record the conversations while providing Trade Confirmations/ Advisory services/ research calls or otherwise between the Client or the Client's representative and MOFSL/ Authorised Person, either personally or over the telephone, and the Client hereby specifically permits MOFSL to do so. Such electronic recordings may be relied upon by MOFSL/ Authorised Person as and when required to resolve disputes in connection with the trading transactions or otherwise.
16. MOFSL has placed on its website and also made available to the client on login into his trading account a detailed document explaining to the client the features, risks, responsibilities, obligations and liabilities associated with securities/commodities trading and demat account among others through wireless technology / internet/smart order routing. The client agrees to go through the above terms and conditions and it shall be deemed to be sufficient notice by MOFSL.
17. Risk Associated with Internet Trading/ Securities Trading using Wireless Technology (STWT)/Smart order Routing (SOR)
Client acknowledges and accepts that the price of securities can and does fluctuate, and that any individual securities may experience downward/ upward movements, and may under some circumstances even become valueless. Client therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.
Client acknowledges and accepts that the internet is an inherently unreliable medium of communication and provision of services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. Client acknowledges and further accepts that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, break down, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Client personal data. The Client agrees that MOFSL shall not be liable / responsible for such matters and resultant losses under any circumstances.
The systems used by MOFSL for providing Internet Broking services are generally capable of assessing the risk of the Client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the Client, Client shall be bound by such trade and shall provide such sums as may be required to meet his liability under the trade.
The Client is aware that MOFSL has provided on the website a facility for reconfirmation of orders which are larger than that specified by MOFSL's risk management, by MOFSL and is also

aware that MOFSL has the discretion to reject the execution of such orders based on his risk perception.

Best Execution Policy for Smart Order Routing (SOR) :

This Best Execution Policy sets forth policy and execution methodology for client execution on the best terms. Upon acceptance of a client order for securities listed on a securities exchange within India and on specific client instruction regarding execution, trading member shall endeavor to execute that order in accordance with the following policy:

Where the security is listed and/or traded on multiple recognised stock exchanges (multiple listing), MOFSL shall determine the recognised stock exchange where to route the order or part of the order based on factors like price, costs, speed likelihood of execution and settlement size and nature relevant to the execution of the order.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT (For all clients who have opted above mentioned facilities)

- A. Member is eligible for providing Internet based trading (IBT) and commodities 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 Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
- B. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
- C. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
- D. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
- E. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member'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/ commodities 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 Member.
- F. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member'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.

- G. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities 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.
 - H. The Member 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 Member shall send the order/trade confirmation on the device of the client.
 - I. 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 Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
 - J. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member'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/Members/Exchange end for any reason beyond the control of the Member/Exchanges.
18. **The client is requested to update details (Contact details, Financial details, Beneficial Owner etc.) periodically. Also the client is required to provide such details as per PMLA Act, Rules, guidelines issued thereupon as and when sought by MOFSL failing which necessary actions as deemed fit as per regulations will be initiated.**
19. Any Authorization shall always be subject to revocation at any time by the Client. However, this will be effective after the Client clears all the dues payable to MOFSL.
20. General
- i) The Client agrees that MOFSL shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure, at the Client / MOFSLs/exchange's end.
 - ii) The client agrees that the ledger statements in respect of transactions entered into on the cash segments of the Exchanges will be combined for my convenience and the payments received and paid by the MOFSL will be appropriated on a first-in first-out basis.
 - iii) The Client hereby authorizes MOFSL to consider his account balances at consolidated level across various segments and thereby authorises to adjust / offset / inter-segment transfer of fund / securities balances for the purpose of meeting margin requirement / margin reporting, limit setting, meeting settlement obligations etc. or for any other securities transactions purposes.
 - iv) The Client agrees that a modification/addition/deletion to the terms and conditions on the website shall amount to a valid modification of the presents.

The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with MOFSL.

- v) Client understands and agrees that the services availed from the Stock Broker is of commercial nature and any dispute with the Stock Broker in this regard shall be subjected to Exchange dispute redressal mechanism provided in this agreement and the consumer forum has no jurisdiction to entertain the same.
- (vi) The client confirm that he/they shall not have recourse to dispute Redressal mechanism/arbitration mechanism of the Stock Exchanges/SEBI in case the client avails the services under any schemes/leagues/competitions etc offered by any third party/group/company/associate of the stock Broker.
- (vii) Exchanges have issued circulars, cautioning the investors at large on unsolicited emails and SMS. In this reference you are requested to remain cautious on the unsolicited emails and SMS advising to buy, sell or hold securities and trade only on the basis of informed decision. Investors are advised to invest after conducting appropriate analysis of respective companies and not to blindly follow unfounded rumors, tips etc. Further, you are also requested to share your knowledge or evidence of systemic wrong doing, potential frauds or unethical behavior through the anonymous portal facility provided on Exchange(s) on their Websites.
- (viii) The client is informed that dealing in shares of the listed Stock Exchange / Clearing Corporations & listed depositories shall only be dealt by fit and proper persons as per Regulation 19 & 20 of SECC Regulations & as per Regulation 6(B) of SEBI (Depositories and Participants) Regulations, 2012 & Schedule II of the SEBI (Intermediaries) Regulations, 2008 respectively.
- (ix) The client hereby confirms that his name is not appearing in UNSC / OFAC list and if in case similar name appears then client confirm that he is not the same person whose details is mentioned in UNSC / OFAC list.
- (x) The client hereby authorises MOFSL to repledge any and all securities / commodities pledged as collateral by me /us from time to time with Exchange(s), Clearing House / Clearing Corporations / Clearing Members for limited purpose of meeting margin requirements as per prevailing regulatory guidelines. The Client further authorises MOFSL to unpledge / invoke such securities which are pledged in its favour for meeting settlement / payin / debit obligations.
21. Force Majeure: MOFSL and/or its agents will not be liable for losses / costs / damages caused directly or indirectly from:
- (i) any action, omission, suspension of trading, decision or ruling of any Exchange or Regulatory, Governmental or other body or of any other person which is beyond MOFSL's control; or
- (ii) by acts of God including earthquakes, flood, accident; or
- (iii) any commotion, insurrection, embargo, industrial dispute, computer, communication, telephone or system failure, war, power failure, equipment or software malfunction, strikes, etc; or
- (iv) any other conditions, beyond the control of MOFSL.
22. Severance:
- In case anyone or more of the provisions contained in the voluntary clauses becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
23. CONDITIONS GOVERNING TRADING IN SECURITIES OTHER THAN ON THE FLOOR OF THE STOCK EXCHANGE
- Whereas MOFSL is also registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor.
- And whereas MOFSL is providing a facility through its ONLINE services to apply / purchase / redeem / sale / buyback or otherwise deal in the units of Mutual Funds and securities (here in after referred to as Transactions) through its website as defined above And whereas the Client is desirous of availing the facility of the said transactions and such other facilities offered through MOFSL's website.
- a. 1. The Client shall authorize MOFSL by executing a Power of Attorney in the favour of MOFSL to execute instructions of the Client or its authorized representative with regard to the transactions. All instructions given by the Client / its authorized representative shall be binding on the Client.
2. The Client undertakes to read all the relevant Offer Documents and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings / Public Offers, Rights issue and Buy Back offers, offered through MOFSL's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- b. The client hereby authorizes MOFSL to adjust the balance in his trading account maintained with MOFSL, for the purpose of investment in transactions, and similarly to use the balance in his IPO / Mutual Fund/other Investment account for setting off the debits in his trading account or otherwise, on the basis of his instructions, from time to time.
- c. The Client agrees that MOFSL is entitled to disclose to regulatory authorities, all such information pertaining to the Client as may be required from time to time, for the Client to be able to avail of any or all of the services provided by MOFSL under these documents. MOFSL may furnish a certified copy of the Power of Attorney and other documents on behalf of the Client to the Company / Registrar / Mutual Fund.
- d. The Client can view his/ her / its transactions on the website.
- e. MOFSL shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund/Registrar to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any sold though they may have been delivered.
- f. The Client agrees to provide MOFSL with any confirmation / declaration or any other document that the concerned Issuer

/Asset Management Company or any other entity may from time to time require MOFSL to collect from the Client in respect of the services offered under the voluntary clauses.

- g. The Client further agrees that MOFSL shall not be held responsible for non-allotment of securities either fully or partly to the Client, for any reason whatsoever. MOFSL shall not be held responsible in case due to any reason the bid/application/ revision instructions sent by the Client is not received by it, or if the bid / application / revision could not be uploaded to the Stock Exchange, or could not be sent to the Bankers/ Registrar to the issue.
 - h. Any IPO / FPO / NFO / Bond issue or any other issue of securities, applied through MOFSL by any mode i.e. online / off-line / in writing e.t.c., MOFSL will not be responsible for (i) non-bidding of application, (ii) non-submission of application to Banker / RTA/ Issuer and (iii) non-allotment of above securities by RTA/ Issuer due to any reason.
24. The Client hereby confirm that he/they is/are not a Stock Broker or Authorised Person or Remieser of any Stock Exchange(s).
Further, in the event client wishes to obtain any membership of any Stock Exchange(s) or wish to become or Authorised Person or Remieser of any Trading Member in any Stock Exchange then client undertake to obtain No-objection certificate from MOFSL prior to making an application to the Exchange(s).
25. Indemnification: The Client and the Authorised Person shall indemnify and shall always keep indemnified MOFSL harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to MOFSL directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-Laws) of shares / securities and commodities / or as a result of fake / forged / stolen shares /

securities / transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings / operations on the Stock Exchange(s).

The Authorised Person hereby agrees to indemnify MOFSL against all the claims including legal costs incurred to defend any claims made by the client of the Authorised Person.

The Authorised Person agree that the provisions of indemnity in this agreement shall be applicable though such damages, loss, liabilities and / or expenses mentioned above may devolve subsequent to MOFSL being declared a defaulter or suspended or expelled by the Exchange.

- 26. The customer agrees that as and when client sell the shares and want to transfer the shares from clients other than MOFSL demat account for payin purpose, client can transfer the securities till T+1 day upto 4 pm to MOFSL pool account. If the securities are received after the said cut off time, MOFSL will try to execute the DIS request on best efforts basis, in order to deliver the shares for Payin. However if the shares are not delivered for payin for circumstances beyond our control, MOFSL shall not be held responsible for the same and client has to bear the losses / debits.
- 27. I/we hereby authorizes MOFSL to send Trade confirmations, research calls, investment ideas etc. including all commercial communication even though I/we am/are registered or may register with National Do Not Call Registry established under the Telecom Unsolicited Commercial Communications Regulations, 2007 or registered or may register under the National Customer Preference Register established under new regulation viz the Telecom Commercial Communications Customer Preference Regulations, 2010.
- 28. All references to the specific quantity/rate/fee, if any, mentioned in this Annexure A are subject to change from time to time, as so agreed to in writing between the parties.

Signed for and on behalf of	Stock Broker	Client	Authorised Person
Signature	For Motilal Oswal Financial Services Ltd. Authorised Signatory	13/17	
Name of Authorised Signatory			(Authorised Signatory)
Title / Designation			
Name	For MOFSL only		

Place: _____ Date: _____ day of _____ 20 _____

Note : All references to the specific quantity/rate/fee, if any, mentioned herein above are subject to change from time to time, as so agreed to in writing between the parties.