

Additional Rights and Obligations of Stock Brokers and Clients

(Execution of this document is voluntary)

These Additional Rights and Obligations of Barclays Securities (India) Private Limited (“Stock Broker”) and the under signed (“the Client”) are supplemental to the provisions of the Rights and Obligations of Stock Broker and Clients contained in the Mandatory Rights and Obligations document prescribed by SEBI (“Mandatory Rights and Obligations”) and accepted by the Client. In the event of any inconsistency or conflict between the provisions of the Mandatory Rights and Obligations and this Additional Rights and Obligations, the provisions of the Mandatory Rights and Obligations shall prevail. The Mandatory Rights and Obligations and this Additional Rights and Obligations read in conjunction with the Broking Account Registration Form are hereinafter collectively referred to as the “Rights and Obligations”.

Barclays Securities (India) Private Limited (Trading and Clearing Stock Broker)

SEBI registration number

For NSE Cash-INB231292732

For NSE F&O-INF231292732

For BSE Cash-INB011292738

For NSE Currency Derivatives-INE231450334

The term “**Client**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include, other than individuals:

- (i) (if the Client is a partnership firm or limited partnership firm), the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns;
- (ii) (where the Client is a company or a body corporate) its successors and permitted assigns;
- (iii) (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns;
- (iv) (where the Client is the trust) the principal trustee or the board of trustees or the trustees or person authorised by the board of trustees for the time being and from time to time; and
- (v) (where the Client is the governing body of a society), the respective successors of the members of the governing body for the time being and from time to time, the members of the society for the time being and from time to time and any new members elected or appointed of the other part.

Additional Rights and Obligations

Before executing this Additional Rights and Obligations, the Stock Broker would like the Client to be aware that the provisions in this Additional Rights and Obligations are voluntary and at the Client’s discretion to agree upon. The Client is under no obligation to execute this Additional Rights and Obligations with the Stock Broker. Even if the Client does execute this Additional Rights and Obligations, the Client is permitted to terminate it at any time in accordance with the terms below.

1. Terms and Conditions

- 1.1 This Additional Rights and Obligations shall apply and be read in conjunction with KYC Application Form (Part 1) and Broking Account Opening Kit (Parts 2 and 3)(collectively, the “**Broking Account Registration Form**”). Terms defined in the Broking Account Registration Form shall have the same meanings in this Additional Rights and Obligations unless otherwise defined in this Additional Rights and Obligations or unless the context otherwise requires.

1.2 Definitions

“Affiliates” means any person or entity Controlling, Controlled by or under common control with the Stock Broker.

“Barclays Group” means Barclays Bank PLC and its Affiliates including without limitation, Barclays Investments and Loans (India) Limited, Barclays Securities (India) Private Limited and Barclays Wealth Trustees (India) Private Limited and a member of the Barclays Group shall be construed accordingly.

“Business Day” means a day (other than a Saturday, Sunday, a public holiday or a day on which the Securities and Exchange Board of India is closed for transactions) on which the Stock Broker is open for business in the city in which broking services are provided to the Client.

“Control” means the power to direct or influence the direction of the management and policies of BSIPL whether by contract, ownership of shares, membership of the board of directors, agreement or otherwise and, in any event and without limitation of the foregoing, any entity directly or indirectly owning more than 30% of the voting securities of the first-mentioned entity shall be deemed to control the first-mentioned entity. The terms “Controlling” and “Controlled” shall have a corresponding meaning.

“FATCA” means:

- (a) sections 1471 to 1474 of the Internal Revenue Code or any associated regulation, instruction or other official guidance, as amended from time to time;
- (b) any treaty, law, regulation, instruction or other official guidance enacted or amended in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above;
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction; or
- (d) any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (a), (b) or (c) enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction, including, without limitation, any governmental or intergovernmental agreement for the cross border exchange of tax information applicable in any jurisdiction, the EU Savings Directive (Council Directive 2003/48/EC) and any multilateral tax information exchange.

“Market Practices” means the formal rules, procedures, codes of practice, by-laws of, and customary practices followed by participants in any stock exchange, trading venue, clearing corporation, market place or trading and settlement infrastructure in any jurisdiction.

“Regulatory Requirement” means any: (a) obligation that the Stock Broker, or where relevant, another person, has to comply with under any law or regulation (including any SEBI regulations or tax legislation or rules made by an applicable regulatory body) or as the result of a decision by a court, ombudsman or similar body; or (b) obligation under any industry guidance or codes of practice which the Stock Broker, or, where relevant, another person follows; or (c) any other legal or regulatory requirements governing the provision of broking services.

2. Services provided

- 2.1 The Rights and Obligations primarily pertains to the services that can or may be provided by the Stock Broker from time to time acting in its capacity as a stock broker of the relevant Exchange and registered as a stock broker with SEBI.
- 2.2 Pursuant to the Rights and Obligations, the Stock Broker may from time to time provide various services and products. For each of such product or service, the Stock Broker may from time to time provide additional terms and conditions for availing such products and/or services. Such additional terms and conditions shall be contained as part of the applicable product brochures and/or on the Stock Broker’s website.

- 2.3 In the event the Client desires to avail of any other products and/or services offered by the Stock Broker, the Client shall examine the applicable additional terms and conditions prior to availing them and the availing of any such products or services shall mean that the Client has agreed to abide by the additional terms and conditions applicable to such products and/or services subject to applicable Exchange and SEBI guidelines.
- 2.4 The Stock Broker is not obliged to send any transaction updates to the Client other than as required by Regulatory Requirements from time to time. The Client agrees that the Stock Broker shall not be required to send order confirmation/modification/cancellation or trade confirmation slips to the Client, unless requested by the Client.
- 2.5 Pursuant to the Rights and Obligations, the Stock Broker may from time to time provide to the Client information relating to trading/settlement cycles, delivery/payment schedules, and any changes therein. Such information shall be communicated by the Stock Broker to the Client in writing or email or on the Stock Broker's website in accordance with the applicable Regulatory Requirements. It shall be the responsibility of the Client to access his mails or the Stock Broker's website and update himself on such information.

3. Giving instructions and execution of orders

- 3.1 Unless the Stock Broker agrees otherwise in writing, the Client shall give the Stock Broker instructions in relation to the business contemplated by the Rights and Obligations in writing (including by email) or by telephone. The Client agrees to honour all instructions provided by him/her/it to the Stock Broker and will be liable for all actions arising out of the said instructions.
- 3.2 Instructions take effect when the same is received by the Stock Broker. If the Client gives an instruction by telephone, the Stock Broker may, at its discretion, ask the Client to confirm it in writing. In such cases, the Client must confirm its instructions in writing as soon as possible to avoid any delay in the Stock Broker acting on it. The Client may also instruct the Stock Broker to change or cancel an instruction and the Stock Broker shall execute the revised instruction, if not already executed/pending execution at the Exchange(s). The Stock Broker shall not be liable to the Client for any loss or expense suffered or incurred by the Client if the original instruction has already been executed at the time of receipt of the revised instruction or in the Stock Broker's opinion, the Stock Broker has insufficient time or is unable to change/cancel the original instruction and/or act on the revised instruction.
- 3.3 The Client is aware that under the present systems of the relevant Exchange, an unexecuted order is automatically cancelled at the end of the day and in the event the Client desires to execute the order on the following day, the Client shall be responsible for requesting the same.
- 3.4 The Client shall specify the Exchange on which its orders need to be executed. In the event the Client does not specify the Exchange, the Stock Broker shall execute the order in the Exchange which in the opinion of the Stock Broker is beneficial to the Client and the Client agrees to be bound by such execution.

4. Risk Disclosure Document

- 4.1 The Stock Broker declares that it has brought the contents of the Risk Disclosure Document to the notice of Client and made him/her/it aware of the importance of the said document. The Client agrees that:
 - (a) He/She/It has read and understood the risks involved in trading on a stock exchange.
 - (b) He/She/It shall be wholly responsible for all his/her/its investment decisions and trades.
 - (c) He/She/It shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which he/she/it chooses to trade.
 - (d) He/She/It is liable to pay applicable initial margins, withholding margins, special margins or such other margins as may be directed by the relevant Exchange or SEBI from time to time as applicable to the segment(s) in which the Client trades.

- (e) Even though not required by the relevant Exchange, clearing house/clearing corporation or SEBI, the Stock Broker is permitted in its discretion to collect additional margins (as described in the Broking Account Registration Form) and the Client shall be obliged to pay such margins as a condition of trading in any securities/derivatives contracts within the stipulated time.
- (f) In spite of consistently having paid margins, the Client may, on the closing of a trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

5. Refusal to deal

- 5.1 The Stock Broker may at its discretion disallow the Client to take further positions and/or close out existing positions under circumstances including but not limited to the following –
 - (a) where the Client does not have adequate margin as required under the Rights and Obligations;
 - (b) where the Client has not been able to meet its/his/her pay-in obligation in cash by the scheduled date of the pay-in, irrespective of the value of collaterals available with the Stock Broker;
 - (c) cheques submitted by the Client have bounced or clear funds are not received by the Stock Broker; and
 - (d) in the opinion of the Stock Broker, the Client has committed any fraud, crime or generally acted in contravention of any applicable law.
- 5.2 The Stock Broker shall have the discretion to accept or refuse (in whole or part) any buy or sell order for execution from the Client in respect of penny stocks, illiquid stocks, stocks having low liquidity, or such other stocks which the Stock Broker deems inappropriate to deal in.

6. Purchase or sale of securities

- 6.1 The Client is responsible for paying for each transaction executed by the Stock Broker for the Client, whether by payment of the purchase price, delivery of the relevant assets, or otherwise as the relevant market requires. All payments for securities purchased or otherwise must be made in immediately available funds to the account specified by the Stock Broker.
- 6.2 Except as agreed with the Stock Broker, the Client must make payment for any investments purchased by the Stock Broker for the Client or delivery of any securities to be sold by the Stock Broker for the Client at least one Business Day prior to the settlement date as required by the relevant regulations of the Exchange.
- 6.3 If the Client fails to make such payment or delivery of the securities in the manner described above, the Client will be responsible for all losses, expenses or other costs incurred by the Stock Broker in relation to that transaction as a result of the Client's failure, and Stock Broker shall, without prejudice to any other rights it may have, in its discretion be authorised to:
 - (a) if practicable, not execute the transaction;
 - (b) settle the transaction on behalf of the Client at the Client's expense;
 - (c) in the case of a purchase transaction, sell, at the prevailing market price, sufficient number of the purchased securities for which settlement is outstanding to recover the amount or any shortfall or withhold the purchased securities purchased in the Stock Broker's "Withheld Client Beneficiary Demat Account" until settlement is received from the Client; or
 - (d) in case of a sale transaction, withhold the payout of funds due to the Client and/or delay/cancel or close out the contract if the Client fails to deliver to the Stock Broker the

securities to be sold; and/or buy sufficient number of securities, at the Client's expense, at the prevailing market price, to enable the Stock Broker to complete the transaction.

- 6.4 The Stock Broker will act reasonably in deciding whether to take any of the actions identified in Clause 6.3 above, having regard to the prevailing circumstances including (without limitation) market conditions and rules of the relevant Exchange which relate to the transaction in question. The Stock Broker will notify the Client (and where reasonably possible, obtain the Client's agreement) before taking any such action.
- 6.5 The Client shall not give instructions to purchase securities which are registered with only one Depository in relation to which the Client does not hold a beneficial owner's account ("Demat Account").

7. Inadvertent processing and errors, cancellations and modifications of orders

- 7.1 In the event of an order or request being annulled by the relevant Exchange, the Stock Broker shall have the right to cancel any/all related order(s)/requests placed by the Client at the Client's cost and consequence.
- 7.2 If due to a merger, demerger, amalgamation, reorganisation or other corporate action or bookkeeping or data entry error, or any other error of the Client, the Client sells more securities than he/she/it actually owns or different securities from what he/she/it owns, the Stock Broker shall not be responsible for any losses that the Client may incur by reason thereof. It shall be the responsibility of the Client to keep itself fully informed of any such merger, demerger, amalgamation, reorganisation or other corporate actions.

8. Proprietary trades

- 8.1 The Client agrees and acknowledges that:
- (a) the Stock Broker may deal as principal on its own account,
 - (b) the Stock Broker's directors, partners or employees may deal on their own account, and
 - (c) the Stock Broker may, either as principal or on behalf of another person, take the opposite side to the Client in a transaction.

9. Charges and expenses

- 9.1 The Client shall, on receipt of a demand in writing by the Stock Broker, promptly pay or reimburse the Stock Broker any amount due and payable under the Rights and Obligations on being called to do so including all charges and expenses (as stated in the tariff sheet which is included in the Broking Account Registration Form) arising from the execution of orders for the Client, relevant Exchange fees and clearing house fees as may be applicable. The Client is liable to reimburse the Stock Broker for all costs, expenses and liabilities incurred by the Stock Broker in respect of transactions entered into by the Stock Broker on the Client's behalf or related to the exercise of the Stock Broker's rights under the Rights and Obligations. In addition, the Client shall at all times be liable for the payment on demand of any debit or negative balance arising on any account pursuant to the Rights and Obligations.
- 9.2 All payments to the Stock Broker shall be made clear and free of withholding and deduction, in Indian Rupees, in immediately available and freely transferable funds for same day settlement, in Mumbai. Any service tax or other tax imposed (in or outside India) on any payments by the Client under the Rights and Obligations shall be for the account of the Client.
- 9.3 Any delay by the Client in any payment under the Rights and Obligations may, at the discretion of the Stock Broker, attract a late payment charge of 18% p.a. of the value of the delayed payment, or such other rate as may be notified in writing by the Stock Broker to the Client from time to time. The Client hereby authorises and instructs the Stock Broker, at its option to recover trade related charges and expenses, and any other lawful amounts payable

by the Client to the Stock Broker pursuant to the Rights and Obligations by debiting the Client's account with the Stock Broker.

- 9.4 The Client agrees to pay the stamp duty payable under the Rights and Obligations, if and applicable and on any other instruments relating to any transaction executed pursuant to the Rights and Obligations including without limitation any stamp duty payable on contract notes issued pursuant to the Rights and Obligations.
- 9.5 The Stock Broker is hereby authorised by the Client to pass on to the Client any penalty which arises on account of the Client, imposed by the relevant Exchange/SEBI and/or any other regulatory authority.
- 9.6 (i) The Client consents to the withholding or deduction by the Stock Broker (or any entity in the Barclays Group or its delegates or other withholding agent or third party (e.g. custodian)) from any payment to the Client, or to or from the Client's account or any account of any amount of withholding, income tax, value added tax, tax on the sale or disposition of any property, duties or other lawfully collected amounts (together, the "Collected Amounts") collected or paid under FATCA which the Stock Broker (or any entity in the Barclays Group) reasonably determines is required under FATCA.
- (ii) The Client acknowledges and accepts that the Stock Broker (or any entity in the Barclays Group) will not be required to reimburse the Client for any amount withheld or deducted by the Stock Broker (or any entity in the Barclays Group), any delegate or any other person. To the extent the Stock Broker, any Affiliate, any delegate or any other party pays or is or becomes required to pay any amount that should have been, but was not deducted and withheld from a payment to the Client, or to or from the Client's account, or any account required as described above in this paragraph, the Client shall indemnify the Stock Broker for such amount, plus any interest and penalties thereon, provided the Stock Broker (or any entity in the Barclays Group) or any of its delegates paid or is or becomes required to pay the amount to a governmental authority in any jurisdiction, domestic or foreign.
- (iii) The Client represents that the Client has secured from any person that will own a beneficial interest in a payment from the Stock Broker (or any entity in the Barclays Group) any consent or waiver necessary to permit the Stock Broker (or any entity in the Barclays Group) and any delegate to carry out the actions described in this Clause 9.6.

10. Deposits and Margins

- 10.1 The Client understands that all positions taken on the relevant Exchange are subject to margin requirements which may be in the form of cash, fixed deposit receipts, bank guarantees and approved securities, as may be specified by the relevant Exchange and/or acceptable to the Stock Broker. The Client authorises the Stock Broker to place/pledge/utilise funds, securities or any other form of collateral held with the Stock Broker to the relevant Exchange or any clearing corporation to meet the Client's margin requirement or the Client's obligations to the Stock Broker.
- 10.2 The Client is liable to pay the initial margin upfront on or before creating a position in any securities/derivatives contracts. The Stock Broker and/or the relevant Exchange shall decide upon such margins from time to time. Furthermore, the Client may be liable to pay daily margins depending on whether the price of the securities/derivatives contracts moves for or against the position undertaken. The decision of the Stock Broker with regard to the amount and time for payment of all margins shall be final and binding on the Client.
- 10.3 Time is of the essence for the payment of all types of margins and if no time period is stipulated by the Stock Broker, the Client is required to meet the margin call before market opens the next Business Day. All intra-day margin call shall be settled on the same day within the specified time.
- 10.4 The Stock Broker shall determine the market value of the securities placed as margin. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the

Margin, the Client agrees to promptly top up any shortfall in the value of the margin upon notification by the Stock Broker of such shortfall.

- 10.5 In the event that the Client fails to meet any margin call or, the value of the assets placed as margin falls below the margin percentage stipulated by the Stock Broker (set out in the Broking Account Registration Form), the relevant Exchange and/or clearing corporation and/or Stock Broker shall be entitled, to close-out, all or some of the Client's lawful obligations/commitments and the Client shall be responsible for all the resulting costs and consequences arising as a result of the close out. The Client authorises the Stock Broker to withhold transfer of securities/ funds to the Client's bank/beneficiary account in case the Client fails to furnish the margins as required by the Stock Broker and to hold/sufficient amount of securities/funds towards fulfillment of margin requirements. The Stock Broker may place the margins and deposits received from the Client with the relevant Exchange and/or any clearing corporation and the Client waives its right to any interest earned on the margins and deposits.
- 10.6 The Stock Broker may, in its discretion, refuse to accept any margin from the Client. The Stock Broker shall not be obliged to return any margin to the Client until the Client has discharged all its payment obligations under the Rights and Obligations. Where payment of margin by the Client is made through cheques or demand drafts issued in favour of the Stock Broker, all transactions may be executed by the Stock Broker only upon realisation of the funds of the said cheques or demand drafts or at the discretion of the Stock Broker . Where securities have been placed as margin with the Stock Broker, all corporate benefits accruing to such securities shall form part of the margin. In the case of discretionary corporate benefits including without limitation, rights shares, convertible shares, the Client shall inform the Stock Broker prior to the record date and replace the said securities with such other securities as may be approved and accepted by the Stock Broker at least 10 days prior to the record date or within such other period as may be acceptable to the Stock Broker. In the event that the Client fails to do so and without prejudice to any rights of the Stock Broker in relation to the securities, the Stock Broker shall be entitled to immediately cease treating such securities as margin and, the provisions of Clause 10.4 above shall apply.
- 10.7 The Stock Broker shall be entitled to appropriate and allocate, as it deems fit and proper, margin interse between the various segments of the relevant Exchange traded by the Client. All margin placed by the Client may be invoked or utilised by the Stock Broker in such circumstances as may be permitted by the relevant Exchange and/or by regulations, rules, bye-laws or circulars issued by the relevant authorities. In addition to the above, all margin may be appropriated or utilized by the Stock Broker in the event of an occurrence of a Default by the Client.

11. Security

- 11.1 Without prejudice to and in addition to any general lien, rights to set off or other similar rights which the Stock Broker may be entitled to exercise, the Stock Broker shall hold as security and subject to a general lien in favour of the Stock Broker, all money, receivables, securities, of the Client held from time to time by the Stock Broker, for the discharge of Client's obligations to the Stock Broker under the Rights and Obligations.
- 11.2 The Stock Broker shall be entitled to recover from the Client any costs incurred in enforcing the lien and/or the right to set off. The Stock Broker shall not be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause. In enforcing the lien and/or the right to set off, the Stock Broker shall have the discretion of determining the manner in which the securities or money or receivables or other assets of the Client are to be appropriated/liquidated.

12. Position/Exposure limits

- 12.1 The Client undertakes to comply with any trading restrictions or position/exposure limits under Market Practices and Regulatory Requirements. The Client shall be liable to and agrees

to compensate the Stock Broker for all liabilities, actions, proceedings, suits, claims, demands, damages, costs, expenses and any other amounts whatsoever arising out of any breach of trading restrictions or position/exposure limits by the Client.

13. Replacement of bad deliveries

- 13.1 The Stock Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable "good and bad delivery norms" prescribed by the relevant Exchange even after termination of the Rights and Obligations and shall be entitled to recover any loss, costs, expenses and any other amounts incurred by the Stock Broker in such connection from the Client.

14. Binding instructions

- 14.1 The instructions issued by an authorised representative, if any, of the Client shall be binding on the Client in accordance with the letter authorising the said representative to deal on behalf of the said Client. The Client shall ensure that it/he/her and its/his/her authorised representative, if any, shall at all times issue instructions, which are in accordance with Market Practices and Regulatory Requirements.

15. Non-binding advice

- 15.1 The Client agrees that in the event of the Stock Broker providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Stock Broker and/or any of its employees, officials shall not be liable or responsible for the same. The Client assumes full responsibility with respect to its investment decisions and transactions, and the Stock Broker will have no liability with respect to any investment decisions or transactions or for any trading costs, losses or damages incurred by the Client.

15.2 The Client hereby:

- (a) confirms and agrees that the Client shall not rely upon or make any investment decision based solely on research reports made available by the Stock Broker to the Client. The Client confirms and agrees that research reports are generic and are not designed for meeting specific client objectives. Accordingly, if the Client desires to make an investment on the basis of any research report, howsoever available to it/him/her, the Client shall be bound to make appropriate inquiries with the Stock Broker as to whether the investment suits its/his/her investment objectives. If the Client chooses to invest on the basis of a research report without seeking specific clarifications from the Stock Broker whether the report would meet with the Client's investment objectives, the trade shall be deemed to be conducted on an execution-only basis. For the purpose of this Clause and the following Clauses, a research report shall be deemed to include any information that may be made available by the Stock Broker, its Affiliates or any of their officers, employees or agents through any medium. The Stock Broker recommends that the Client seeks independent professional advice and/or tax advice regarding the suitability of any investment decision whether based on any research reports/advice or information provided by the Stock Broker or its Affiliates;
- (b) confirms that any research material or report received, accessed or made available to the Client by the Stock Broker is for information purposes only and does not and shall not in any manner constitute a recommendation/solicitation/advice to buy or sell any of the securities or as investment advice. All such information is provided to the Client to enable the Client to make an informed investment decision; and
- (c) confirms that any decision, action or omission to buy, sell or hold securities shall be entirely at the Client's risk and shall be based solely on the Client's own verification and evaluation of all the relevant facts, financials and other circumstances and the Client's

own investment objectives and neither the Stock Broker nor any of its employees, officers, directors, personnel, agents or representatives or Affiliates shall be responsible or held liable for the same for any reason whatsoever.

16. Short delivery of securities

- 16.1 The Stock Broker's obligation to deliver securities to the Client or to account to the Client for the proceeds of sale of any securities is conditional on receipt by the Stock Broker of the relevant securities or sale proceeds from the relevant Exchange/dealing corporation.
- 16.2 If the Client instructs the Stock Broker to buy securities and the counterparty ("Defaulting Counterparty") from whom the securities are purchased fails to deliver all or part of the securities, the Stock Broker may, at its discretion, buy sufficient securities at the Defaulting Counterparty's expense, to enable the Stock Broker to settle the trade for the Client.
- 16.3 The Stock Broker shall have discretion in respect of the allocation of securities received short from the relevant Exchange on the settlement day or from a Defaulting Counterparty and the decision of the Stock Broker shall be final and binding on the Client.

17. Limitation of Liability

- 17.1 Except to the extent it directly results from the Stock Broker's negligence, wilful misconduct or fraud, neither the Stock Broker, nor any Affiliate, nor their respective directors, officers, employees, agents shall in any circumstances be liable to the Client for any indirect loss, cost, liability, expense, consequential or exemplary damages (including without limitation all reasonable legal fees and expenses) arising from:
- (a) any use of or inability to use the services provided under the Rights and Obligations;
 - (b) any error, negligence, fraud or misconduct of the Client or any of its employees or agents;
 - (c) any act, omission to act or delay in performance of the Stock Broker's obligations under the Rights and Obligations due to any acts, events or circumstances not within the reasonable control of the Stock Broker, including but not limited to suspension, interruption, non-availability or malfunctioning of any system(s) or service(s) of the relevant Exchange, clearing house, bank or intermediary, war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors; and/or
 - (d) any variation or reduction of exposure or turnover limits by Stock Broker .
- 17.2 The Client acknowledges that trading over telephone and electronically involves many uncertain factors and complex hardware, software systems, communication lines, etc., which are susceptible to interruptions, disturbances and dislocations and the Stock Broker makes no representation or warranty that the services will be available to the Client at all times without interruption, disturbance or dislocation. The services are provided by the Stock Broker on an "as available" basis without warranties of any kind, either express or implied.
- 17.3 Every exemption from liability, defence or immunity available to the Stock Broker under the Market Practices, Regulatory Requirements or under the Rights and Obligations shall also be available to and extend to protect the Stock Broker 's employees, agents or representatives and Affiliates.
- 17.4 The Stock Broker does not make any warranty with regard to and shall not accept or bear any liability for the operation of any relevant Exchange system including but not limited to whether any relevant Exchange system or services performed in respect thereof will meet the requirements of any user or that the operation of any relevant Exchange system will be uninterrupted or error free.

18. Compliance with Laws and Regulations

- 18.1 The Client agrees to comply with all Market Practices and Regulatory Requirements applicable to all transactions and services provided under the Rights and Obligations.
- 18.2 The Client acknowledges and agrees that the Client alone shall be responsible for any breach by the Client of any Market Practices, Regulatory Requirements and/or his/her/its obligations under the Rights and Obligations.
- 18.3 The Client has sole responsibility for complying with any applicable Regulatory Requirements and the management of the Client's tax affairs. The Client confirms that the Client has been and is compliant with all tax declaration and reporting obligations relating to the assets held in the Client's account and any income or gains they produce (the "Tax Obligations"). The value to the Client, and the effects on the Client, of some of the Stock Broker's services may depend on the Client's tax status and the Client should take its/his/her own tax advice to ensure the services are appropriate. The Stock Broker will not provide the Client with that advice.

19. Liability

- 19.1 The Client shall be liable to the Stock Broker for any costs, charges and penalties (including but not limited to brokerage, commissions, transfer fees, registration fees, stamp duties, taxes, legal fees and other lawful fiscal liabilities) (collectively, "Costs, Charges and Penalties") incurred by or imposed on the Stock Broker that results from the negligence, wrongful acts or omission of the Client, in respect of any losses incurred, or any matter or event whatsoever arising out of, in the course of, by reason or in respect of any breach of the Rights and Obligations.
- 19.2 A certificate issued by the Stock Broker as to the nature and amount of any Costs, Charges and Penalties shall be conclusive evidence of such amounts stated therein. The provisions of this clause shall survive the termination of the Rights and Obligations.

20. Recording

- 20.1 The Client is aware that the Stock Broker may record the orders, instructions and other communications given or made in connection with the transactions contemplated under the Rights and Obligations including conversations between the Client and the Stock Broker, either personally or over the telephone, and the Client hereby specifically permits the Stock Broker to do so. Such recordings may be relied upon by the Stock Broker as and when required to resolve disputes in connection with the transactions contemplated under the Rights and Obligations.

21. Communications

- 21.1 The Client consents to and authorises the Stock Broker to send communications including but not limited to, where requested by the Client, confirmation notices for the execution of any order/trade or failure of execution of a trade ("Trade Confirmations"), contract notes, bills, ledgers, transaction statements, margin statements, reports, letters, circulars, and other notices (each a "Communication" and together, "Communications") in physical form by mail or by fax or by any available electronic means where the Client has specified an e-mail or other electronic address in the Broking Account Registration Form or in the Rights and Obligations for broking services or as otherwise notified in writing to the Stock Broker from time to time. The Stock Broker shall be entitled to send Communications to the Client in physical form by mail or by fax where electronic communication is not available for any reason.
- 21.2 An electronic Communication to the Client shall be deemed to have been delivered: (a) on the day that it is dispatched, provided that the day of dispatch is a Business Day, or (b) the Business Day immediately following the day that it is dispatched, if it was not dispatched on a

Business Day. Despatch and receipt of electronic Communications shall be governed by the Information Technology Act, 2000.

22. Default Events

- 22.1 Without prejudice to any other rights of the Stock Broker under the Rights and Obligations, any other agreement or otherwise at law, the Stock Broker may at any time after the occurrence of a Default, do any one or more of the following by giving notice to Client:
- (a) satisfy any obligation the Client may have to the Stock Broker, in such manner and upon such terms as the Stock Broker may in its discretion decide, of and from all or any part of any assets of the Client held by the Stock Broker; and/or
 - (b) immediately suspend, cancel or terminate any or all services or transactions entered into or effected with or for the Client including any open positions of the Client for the purchase and sale of securities or derivatives contracts at prevailing market prices or at prices regarded by the Stock Broker in good faith at the best prices available at such time; and/or
 - (c) accelerate any and all liabilities (whether actual or contingent at that time) of the Client to the Stock Broker so that they shall become immediately due and payable; and/or
 - (d) suspend or terminate the Rights and Obligations.
- 22.2 For the purposes of Clause 22.1 a “Default” shall be deemed to occur in the event that:
- (a) the Client fails to comply with or observe any provision of the Rights and Obligations or any other lawful obligation owed to the Stock Broker;
 - (b) a petition in bankruptcy is filed against the Client or an order is made or resolution passed for the Client's voluntary or compulsory winding up or a meeting is convened for the purpose of considering a resolution that the Client should be so wound up;
 - (c) the Stock Broker reasonably believes that the Client has given the Stock Broker false information at any time;
 - (d) any representation, warranty, covenant or undertaking made in the Rights and Obligations or in any document delivered to the Stock Broker in connection with the Rights and Obligations was when given or hereafter becomes incorrect in any respect;
 - (e) if the Stock Broker considers it necessary for compliance with any rules or regulations of the relevant Exchange or clearing house;
 - (f) in the event that any warrant or order of attachment or distress or equivalent order is issued against any of the Client's accounts with the Stock Broker; or
 - (g) any other matter or event arises including any Regulatory Requirement, which in the Stock Broker's good faith opinion renders termination necessary or advisable in the interests of the Stock Broker.

23. Liquidation of disputed trades

- 23.1 In the event that the Client disputes any securities or derivatives transaction entered into on behalf of the Client, the Stock Broker shall be entitled to liquidate or otherwise offset the disputed position. The Stock Broker shall keep the Client informed of any such action taken.

24. Dematerialisation of securities

- 24.1 All orders placed by the Client with the Stock Broker to the extent that they relate to securities which are required to be traded compulsorily in the dematerialised form shall relate only to

securities traded in the dematerialised form. The Client understands that all deliveries of securities made by the Stock Broker to the Client shall be in dematerialised form only, unless otherwise agreed with the Stock Broker.

25. Representations and Warranties of the Client

25.1 The Client represents, warrants and undertakes on an ongoing basis that:

- (a) all funds/securities/assets placed by the Client with the Stock Broker whether or not as margin shall be free from all claims, liens, encumbrances and charges and the Client has valid title to the same.
- (b) the Client shall not initiate, promote or participate in any unfair or manipulative market practices.
- (c) the Client has the required legal capacity to enter into the Rights and Obligations and is capable of performing, will continue to perform and will take all steps necessary to continue performing his obligations and undertakings hereunder.
- (d) by entering into each transaction or making each request or order under the Rights and Obligations, the Client will not violate, any applicable laws, binding order of a court or regulatory body applicable to it or any contract or other instrument binding on it or its assets.
- (e) where the Client is required to comply with any disclosure requirements or regulatory reporting obligations, the Client will provide proof of the same to the Stock Broker as reasonably required.
- (f) at the time of a transfer pursuant to any order or request and provision of any margin required under the Rights and Obligations, the Client will have the full and unqualified right and title to make such transfer or provide such margin and upon such transfer or provision of margin, the transferee will receive all right, title and interest in and to those investments, cash or securities, free from any other interest.
- (g) the Client (if a foreign institutional investor/non-resident Indian/person of Indian origin), hereby acknowledges that it/he/she is aware of the RBI and other applicable guidelines in relation to its/his/her investments in the secondary market in India. The Client hereby agrees to keep abreast of the ceiling limits on investments as published by RBI from time to time and also agrees that the Client shall immediately reverse any transaction, if such transaction breaches the ceiling limits as imposed by RBI or any other applicable guidelines. If the Client does not reverse such transaction immediately, the Client authorises and instructs the Stock Broker to do so.
- (h) The Client agrees, promptly on gaining knowledge of the same, to inform the Stock Broker in writing of the details of all shares (which term, in this Clause, includes any instruments carrying voting rights) held by the Client in any listed company or corporate body in order that the purchase of shares by the Stock Broker does not attract any provisions of the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 (“Takeover Regulations”). Compliance with the provisions of the Takeover Regulations in relation to any purchases of securities shall be the Client’s responsibility and the Client shall be liable to and agrees to compensate the Stock Broker for the consequences of any non-compliance thereof.
- (i) The Client will update the Stock Broker with any changes in the Client’s status or information such as the Client’s address or changes that are relevant to the Client’s Tax Obligations (as defined in Clause 18.3). Some services may no longer be available if the Client’s status changes (for example, if the Client becomes resident in another country). If the Client does not update the Stock Broker, the Client may not receive notices of changes to the Broking Account Registration Form.
- (j) The Client will promptly provide to the Stock Broker or such other person as may be designated by the Stock Broker, such information or documents as may be reasonably

requested by the Stock Broker from time to time in order to enable the Stock Broker to perform its obligations under the Rights and Obligations and to comply with any laws, regulations and policies (including, without limitation, “know your client” regulations/policies).

26. Corporate benefits

- 26.1 Certain securities may grant the holder thereof valuable rights that may expire unless the holder takes action. The Client shall be responsible for understanding the rights and terms of all securities in the Client’s accounts and the Stock Broker shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client’s behalf, except as required by Regulatory Requirements. The Client shall also be responsible for being aware of reorganisations and any other corporate actions related to the securities which the Client holds including, but not limited to, stock splits, dividends, rights and bonus issues. Further, the Stock Broker shall not be responsible for exercising any such rights.

27. Survival

- 27.1 The provisions of Clauses 11 (Security), 13 (Replacement of bad deliveries), 17 (Limitation of Liability), 19 (Liability), 25 (Representations and Warranties of the Client), Clause 30 (Disclosure of Client Information) and 31(a) (Governing law and Jurisdiction) shall survive the termination of the Rights and Obligations. For the avoidance of doubt, the termination of the Rights and Obligations for any reasons whatsoever shall not affect in any manner the rights, obligations and liabilities incurred by the parties prior to such termination.

28. Dormant account procedure

- 28.1 If there is no activity in the Client's account for a period of 12 months or more then BSIPL will classify the Client’s account as an inactive account and notify the Client accordingly. If the Client wishes to reactivate an inactive account, the Client must contact BSIPL. BSIPL may reactivate the inactive account after conducting such additional checks as it considers appropriate.
- 28.2 If a Client’s account is inactive for a period of 60 months or more then BSIPL will classify the Client’s account as a dormant account and notify the Client accordingly. If the Client does not respond to such notification, then BSIPL may close the dormant account after giving due notice and shall return any surplus assets in such dormant account to the Client.
- 28.3 The Client shall co-operate with BSIPL and provide additional details or documents as BSIPL may require to consider reactivating the inactive or dormant account, as the case may be.

29. Declarations

The Client declares and confirms:

- (a) This Additional Rights and Obligations shall be read along with KYC Application Form (Part 1)(For Individuals) or KYC Application Form (Part 1)(For Non-Individuals) (as the case may be) and Broking Account Opening Kit (Part 2) and collectively they shall be subject to the details registered with the KYC Registration Agency (KRA) or as may be amended from time to time via submission by the Client of the KYC Details Change Form (for individuals only) or KYC Application Form (Part 1)(For Non-Individuals) (as the case may be).
- (b) The Client confirms that the details registered with the KRA shall at all times be true and correct and that BSIPL can rely on and act on the basis of this information for the purpose of providing the services to the Client.

- (c) The Client authorizes BSIPL to, from time to time, access the Client's record with any KRA with whom the Client is registered without prior notice to or consent from the Client.
- (d) The Client authorizes BSIPL to share the Client's details as updated from time to time with any KRA with whom the Client is registered.
- (e) Additional Declaration by clients opting for Currency Derivatives segment: The Client also confirms that the Client is a "Person resident in India" as defined in section 2(v) of the Foreign Exchange Management Act, 1999 (Act 42 of 1999).

30. Disclosure of Client Information

30.1. Information that may be held and processed

The Client consents and authorizes the Stock Broker to hold and process any personal information relating to the Client (including information relating to the fulfillment of the Client's obligations under the Rights and Obligations or failure thereof, details of any of the Client's accounts, assets, transactions and account relationship with the Stock Broker (if any)), biometric information to uniquely identify the Client and financial information obtained by the Stock Broker in connection with or pursuant to the broking documents and dealings between the Stock Broker and the Client, whether it concerns the Client, its relevant beneficial owners or acquaintances (collectively, "Information"). The Stock Broker will keep Information confidential and only disclose it to the extent provided for in the broking documents.

30.2. Purposes for which Information may be held and processed

30.2.1 The Client consents and authorizes the Stock Broker, its officers and employees to use, store, process, disclose, transfer (including outside the place in which the Client's accounts are held) and exchange Information to or with any person that it considers necessary:

- (a) for any purpose in connection with discharging the Stock Broker's duties, rights and obligations under the Rights and Obligations ;
- (b) to promote or enhance the provision of other services from the Stock Broker or any Barclays Group company to the Client;
- (c) in connection with matching any Information with other information in the Stock Broker's possession that relates to the Client;
- (d) in order to comply with Regulatory Requirements and Market Practices;
- (e) to ensure compliance with present or future contractual or other commitment with local or foreign regulatory authorities;
- (f) in accordance with Barclays' policy on collection, use and disclosure of information as set out in statements, circulars, notices or other terms made available by the Stock Broker to the Client;
- (g) in connection with the Stock Broker's legitimate business interests (e.g. for credit scoring, market analysis and management purposes);
- (h) in order to meet the Stock Broker's or any Barclays Group company's obligations to counterparties or any relevant regulatory authority (including any requests or reporting as may be stipulated by any relevant regulator from time to time); and
- (i) for risk management purposes.

30.2.2 If the Client fails to make any repayment of sum in respect of the transactions entered into through the Stock Broker or fails to fulfil any or whole of its obligations under the broking documents, the Stock Broker and/or the SEBI will have an unqualified right to disclose or publish the Client's name and its directors or partners as a defaulter in such manner and

through such medium as the Stock Broker or SEBI in its absolute discretion may think fit including any credit bureau or other agency authorised on its behalf by SEBI.

30.3. Information recipients

30.3.1 The recipients of Information under the “Purposes for which Information may be held and processed” clause above may include the following persons or entities, wherever located:

- (a) any Barclays Group company, divisions of Barclays Bank PLC and the head office, branches, representative offices, directors, officers and employees of any Barclays Group company;
- (b) any agent or independent contractor of any Barclays Group company;
- (c) any actual or potential assignee, novatee, transferee, participant, sub-participant or successor (or any agent, adviser, actual or potential investor, in or of any of the foregoing) in relation to any of the Stock Broker’s rights or obligations under the Rights and Obligations or any other agreement;
- (d) any professional adviser or service provider to any Barclays Group company;
- (e) the agents and advisers to the Client;
- (f) any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to, any Barclays Group company;
- (g) any court, tribunal or regulatory, supervisory, governmental or quasi-governmental authority that has jurisdiction over any Barclays Group company;
- (h) any person who is entitled to demand or request the relevant Barclays Group company to make disclosure, including banks, financial institutions, credit reference agencies and any person to whom it is in the Barclays Group company’s interests to make disclosure;
- (i) any other third party provider of services (including, but not limited to, any stock exchange, depository, depository agent, clearing system, trade repository, fund registrar or fund manager, nominee or custodian, issuer, manager or underwriter of securities) selected by the relevant Barclays Group company;
- (j) any other third party provider of services engaged or to be engaged by the Client;
- (k) any person for the purpose of wire transfer;
- (l) in the event of default, any debt collection agent appointed by the relevant Barclays Group company;
- (m) any person or entity to whom the relevant Barclays Group company is required by any law, competent court or tribunal, police or other government authorities to make disclosure; and
- (n) any person or entity if the Stock Broker determines in its discretion that disclosure is: (i) necessary or desirable in the performance of the Stock Broker’s or a Barclays Group company’s function; (ii) or in the interests of the Stock Broker or a Barclays Group company.

30.3.2 Information may be transferred out of the jurisdiction from which it was supplied. The laws concerning confidentiality, banking secrecy and data protection may be more or less stringent in the jurisdiction to which the Information is transferred.

30.3.3 If the Stock Broker transfers Information to one of its service providers or agents outside the jurisdiction where the Stock Broker provides its services to the Client, the Stock Broker will require that the service provider or agent agrees to apply the same level of protection as the Stock Broker is required to apply to the Information in the jurisdiction where the Stock Broker provide its services to the Client.

30.4 Information regarding products and services

30.4.1 The Stock Broker and other members of the Barclays Group may use Information relating to the Client, to inform the Client by post, telephone, electronically or by personal visit without

express invitation about products and services (including those of others) which may be of interest to the Client.

30.5. Outsourcing

30.5.1 The Stock Broker may, if permitted under the applicable Regulatory Requirements, outsource data and transaction processing, financial and transaction reporting, custody, risk management, execution, operational and any other functions to any person in any jurisdiction.

30.5.2 The Client authorises the relevant service provider to process and deal with their Information for the purpose of providing services to the Client.

30.6 Consent to disclose

30.6.1 For the avoidance of doubt, the Client expressly and irrevocably consent to the Stock Broker, any Barclays Group company and their respective employees, agents and brokers at any time disclosing the Information under the applicable laws and regulations of India for the purposes and to the persons listed above.

30.6.2 Where the Client provides the Stock Broker with personal, biometric or financial information relating to others (e.g. dependants, other family members, a joint account holder, the Client's officers, employees, partners, shareholders and/or other persons who may have a beneficial interest in the Client), the Client confirms that the Client has their consent, or are otherwise entitled, to disclose such information to the Stock Broker on the understanding that the Stock Broker will use it in accordance with the broking documents (e.g. the Stock Broker will process the information in order to provide its services). The Client undertakes to procure all relevant consents, authorizations and/or approvals from these persons for their personal data to be collected, held, processed, used and/or disclosed by the Stock Broker as it may reasonably request for or in connection with the performance by the Stock Broker of its obligations under or in connection with the broking documents.

30.6.3 The Client is aware that it/he/she has the option to at any time withdraw its/her/his consent and where such consent is withdrawn, it understands that the Stock Broker may, at its sole discretion, discontinue the provision of the services for which the Information was sought.

30.7 The Client specifically waives any applicable laws, regulations or provisions (including corporate secrecy laws) regarding confidentiality in each jurisdiction, including without limitation, India, to the fullest extent permitted under such laws.

30.8. Effect of termination

30.8.1 Subject to restrictions imposed by Regulatory Requirements, the Stock Broker's rights to retain and disclose the Client's Information under this section will continue after the broking documents are terminated or the Stock Broker ceases to provide services to the Client.

30.9 Disclosure Obligations

30.9.1 If the Client (or a person with whom the Client has a joint account) is subject to tax or reporting in another country (or the Stock Broker has reason to believe or are required to presume that this may be the case), the Stock Broker, and other Barclays Group entities, may be required by legislation, regulation or by agreement with tax authorities of that country to report on an ongoing basis certain information about the Client and the Client's account on an individual or aggregate basis:

- (i) to a relevant tax authority which may then pass that information to the tax authorities where you are subject to tax; or
- (ii) directly to the tax authorities in that country (such as the United States).

If the Client is not an individual, the Stock Broker, and other Barclays Group entities, may also

have to report information about the Client's direct and indirect shareholders or other owners or interest holders and, if the Client is a trust, the Client's beneficiaries, settlors or trustees.

If this applies to the Client at any time, the information the Stock Broker, and other Barclays Group entities, would have to report includes information about the Client, the Client's accounts and other products, for example the Client's account number(s), the amount of payments including interest paid or credited to the account(s), the account balance(s) or value(s), the Client's names, addresses, countries of residence and social security numbers/taxpayer identification numbers or similar (if applicable).

30.9.2 The Client acknowledges that, to comply with these obligations, the Stock Broker, and other Barclays Group entities, need to review certain information they holds about the Client or additional documents and information the Stock Broker, and other Barclays Group entities, obtain from the Client, such as certifications about the Client's identity, tax residence, nationality and status. The Stock Broker, or the Barclays Group, may centralise this review process in another country and the Stock Broker, or the Barclays Group, may also use carefully selected agents or sub-contractors that have adequate protections for keeping its customers' data secure and operate under a strict duty of confidentiality to the Stock Broker.

30.9.3 The Client hereby consents and agrees:

- (i) to provide any additional information or documents the Stock Broker requests from the Client in order to comply with the Stock Broker's reporting obligations;
- (ii) that the Stock Broker may make the disclosures to the tax authorities described above;
- (iii) to waive any rights to limit or prevent disclosure to tax authorities, under applicable data protection, bank secrecy or similar laws in respect of the information the Stock Broker reports to comply with these obligations;
- (iv) if the Client does not provide the Stock Broker with information or documents the Stock Broker needs or does not provide a waiver of confidentiality rights where needed, the Stock Broker may (i) withhold on amounts, including interest (and in certain circumstances gross proceeds from 2019), paid or credited to the Client; or (ii) close or block the Client's account, terminate or redeem the Stock Broker's product and/or end the Stock Broker's contractual or other relationship with the Client; and/or (iii) transfer the account, product or relationship (and its associated assets and liabilities) to an affiliate of the Barclays Group in another jurisdiction (and, for the avoidance of doubt, and the Client shall be deemed to have given consent to any such transfer);
- (v) if the Client asks the Stock Broker to make a payment to an account based at a financial institution which does not participate or comply with relevant tax legislation, the Stock Broker may be required, and the Client authorizes the Stock Broker, to withhold certain amounts, for example, in respect of US tax liabilities from the payment (the Stock Broker will tell the Client if this is the case);
- (vi) that the Stock Broker may transfer the Client's data to another country for processing including countries which may not have an adequate level of protection for data law purposes and use agents and sub-contractors to process the Client's data to comply with the Stock Broker's obligations;
- (vii) to the greatest extent permitted by applicable law, the Stock Broker will not be liable to the Client for any loss the Client may suffer as a result of the Stock Broker complying with legislation or agreements with tax authorities in accordance with this clause, unless that loss is caused by fraud on the Stock Broker's part; and
- (viii) that this consent will override any inconsistent term or consent provided by the Client under any agreement with the Stock Broker, to the extent it provides fewer or lesser rights for the Stock Broker, whether before or after the date of the Broking Account Registration Form.

31. General provisions

- (a) **Governing law and jurisdiction.** The Rights and Obligations shall be governed by the laws of India in respect of any dispute under the Rights and Obligations.
- (b) **Severability.** Each of the provisions in the Rights and Obligations is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- (c) **Access to information.** The Client authorises the Stock Broker to conduct at any time a credit enquiry or check on the Client for the purpose of ascertaining the financial situation and investment objectives of the Client.
- (d) **Further documents.** The Client shall from time to time upon the request of the Stock Broker promptly and duly execute and deliver any and all such further instruments and documents as the Stock Broker may deem desirable for the purpose of obtaining the full benefit of the Rights and Obligations and of the rights and powers granted under it.
- (e) **Waiver.** In the course of dealing between Client and Stock Broker, any delay on the part of Stock Broker in exercising any rights/obligations hereunder or under any mandatory and voluntary client accepted/registered documents resulting herefrom shall not operate as a waiver of any of the Stock Broker 's rights and obligations, except expressly waived in writing by Stock Broker.
- (f) **Headings.** The headings and subtitles are for convenience only and shall not affect the interpretation of any of the provisions of the Rights and Obligations.
- (g) **Representation by signatories.** Each signatory to the Rights and Obligations represents and warrants that he is duly authorised by the party for and on whose behalf he is signing the Rights and Obligations to execute the same in a manner binding upon the said party and that all corporate approvals and procedures necessary for vesting such authority in him have been duly obtained and complied with.
- (h) **Harmonious Interpretation.** The terms and conditions in the Rights and Obligations shall be harmoniously interpreted with all applicable laws and regulations.

32. Acknowledgement of receipt of mandatory and voluntary documents

I/We, the Client, acknowledge the receipt of the Rights and Obligations (comprising the "Mandatory Rights and Obligations" document and "Additional Rights and Obligations" document).

I/We, the Client, confirm that I/we have read and understood the Rights and Obligations and that the provisions of the Rights and Obligations shall be binding on us/me in relation to the broking services provided to us/me pursuant to the Broking Account Registration Form.

Name of client	Name & Title of Authorised Signatory (for non-individuals)	Signature of Client