

POLICIES AND PROCEDURES :

- 1. Refusal of orders for penny stocks :** Stock broker is advising to the clients not to deal in penny securities and if client deals with the penny stocks, 100% margin will be taken from the client and these shares will not be taken to as Margin deposit. The stock broker shall have authority from time to time limit (quantity / value) or refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies) or may require compulsory settlement / advance payment of expected settlement value / delivery of securities for settlement prior to acceptance / placement of order(s) as well, the order being for securities which are not in the permitted list of the stock broker / exchange(s) / SEBI or does not commensurate with the risk profile of the client as assessed by the broker. Decision of Broker will be final.
- 2. Setting Up Client's Exposure Limits :** The clients agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time. The client is aware and agrees that the stock broker may need to vary or reduce or impose new limits urgently on the basis of the stock broker's risk perception, risk profile of the client and other factors considered relevant by the stock broker including but not limited to limits on account of exchange / SEBI directions / limits (such as broker level limits in security specific / volume specific exposures etc.)

The stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. Sometimes client's sauda may go to IOC (Immediate or Cancel) instead of normal bidding if broker terminal is on square off mode.

The Stock Broker at its sole discretion can give extra exposure or intraday limit to the client, such extra exposure will automatically be sequared off by trading mechanism without any further reference to the client appx. 15 minutes before the scheduled closing.

3. Applicable Brokerage Rate

- 3.1. For Cash Market Segment :** The maximum brokerage chargeable in relation to trades effected in the securities admitted to dealings on the Capital Market segment of the Exchange shall be 2.5% of the contract price exclusive of statutory levies. It is hereby further clarified that

where the sale / purchase value of a share is Rs. 10/- or less, a maximum brokerage of 25 paise per share may be collected.

3.2. For Option contracts : Brokerage for option contracts would not exceed Rs. 100/- per lot single side or such other rates as provided by the exchanges.

4. Imposition of penalty / delayed payment charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws)

Client shall be liable to penalty and other charges on nonpayment or margin money, short selling of securities of units, failure on payment of auction, cheque bounce, non delivery of shares, increase open position or on any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force as per Rules, Regulations, Guidelines and Circulars issued by SEBI and stock exchange time to time and client will be kept informed about the rate of such penalties & fines. Similarly in case of non receipt of full payment of value of delivery purchase, margin imposed (initial + MTM) interest will be charged at 21% p.a. calculated on daily basis on shortfall amount till the date of actual realization of money.

All fines / penalties and charges levied upon the Client due to its acts / deeds or transaction will be recovered by the Stock Broker directly from the client's account.

5. The rights to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues. Without prejudice to the stock broker other right (including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidated / close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc. and adjust the proceeds of such liquidation / close out, if any, against the clients liabilities / obligations.

The client shall ensure timely availability of funds / securities in form and manner at designated bank and depository account(s), for meeting his/hjer/its pay in obligation of funds and securities. Any and all losses and financial charge on account of such liquidations/closing out shall be charged to & born by the client. In cases of securities lying in margin account / client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc. will be given when the shares is actually received in the stock broker designated demant account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security & or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation to cancel all pending orders and to sell / close / liquidate all open positions / securities / shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

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

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his / her / its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under :

- 6.1 The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin / Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- 6.2. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange + 10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits / credits shall be as per Exchange Debits and Credits.
- 6.3 In cases of securities having corporate actions shall cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or

where the cum auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client.

The stock broker may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by stock broker / exchange / SEBI and any other reasons which the stock broker may deem appropriate in the circumstances.

7.1 For non-payment or erosion of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations.

7.2 Any order which is executed without the required Margin the Client's account or the brokers exposure is more than 90% and above so no fresh trade will be taken.

7.3 The client hereby authorizes the Stock Broker to square up all his outstanding positions at the discretion of the Stock Broker, which are not marked for delivery 15 minutes before the closing time of the normal market or if the client's margin is evaporated by 80% in any of exchanges, Vogue Commercial Company Ltd. reserves the right to square off positions.

7.4 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or it trading is halted in a security due to any action on account of unusual trading activity or stock hitting circuit filters or for any others reason as prescribed or instructed by SEBI.

7.5. The stock broker is entitled to disable / freeze the account or trading facility / any other service if, in the opinion of the stock broker, the client has committed a crime, fraud or has acted in contradiction of this agreement or / evade / violate any laws, rules regulations , direction of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

Any profit / loss arising out of these transactions shall be at the risk of and borne by the client.

8. Temporarily suspending or closing a client's request

Client may instruct the member to close out the account or suspend the trading through client's account for the period as specified in the request in written and duly signed by him.

The stock broker can withhold the payouts of client and suspend his trading account due to his surveillance action or judicial or / and regulatory order / action requiring client suspension.

9. Deregistering a client : Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances :

9.1 If the action of the client are prima facie illegal improper or such as to manipulate the price of any securities or disturb the normal / proper functioning of securities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.

9.2 If there is any commencement of a legal process against the client under any law in force ;

9.3 On the death / lunacy or other disability of the Client ;

9.4 If the client being a partnership firm, has any steps taken by the Client and / or its partners for dissolution of the partnership;

9.5. If the Client suffers any adverse material changes in his / her / its financial position or defaults in any other agreement with the Stock broker :

9.6 If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable ;

9.7 If the Client is in breach of any term, condition or covenant of this Agreement.

9.8 If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the security;

9.9. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

9.10 If the Client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution;

9.11 If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking.

9.12 If any covenant or warranty of the Client is incorrect or untrue in any material respect ;

Inactive Client account : Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and

those clients who have not trade even a single time will be considered as inactive, the shares / credit ledge balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN combination of technologies and computer systems to place and route orders. I/We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading half or any break down in our back office / front end system, or any such other problems / glitch whereby not being able to establish access to the trading system / network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full, I/We shall be fully liable and responsible for any such problem / fault.

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Client Signature