

POLICIES & PROCEDURES OF PWAPL

1. Refusal of orders for penny/illiquid stock:

PWAPL may from time to time limit (quantity/value)/refuse orders in one or more securities due to various reasons including market liquidity, value of security(es), the order being for securities which are not in the permitted list of the PWAPL/exchange/SEBI. Provided further that PWAPL 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 client agrees that the trade related losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone. PWAPL may require reconfirmation of orders, which are larger than that specified by PWAPL's Risk Management, and is also aware that PWAPL has the discretion to reject the execution of such orders based on its risk perception. PWAPL also reserves the right to publish its own list of illiquid/penny stocks. Such refusal by PWAPL to place orders in illiquid/penny stock shall not constitute violation of code of conduct prescribed by SEBI/Exchange for stock brokers.

2. Setting up of Client's Exposure Limits:

Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or PWAPL may close the existing position of a client. PWAPL may from time to time impose and vary limits on the orders that the client can place through PWAPL's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc). The client is aware and agrees that PWAPL may need to vary or reduce the limits or impose new limits urgently on the basis of the PWAPL's risk perception and other factors considered relevant by PWAPL including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposure etc.), and PWAPL may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that PWAPL shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the PWAPL's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that PWAPL may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through PWAPL trading system, or it may subject any order placed by the client to a review before its entry into the trading system and 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 PWAPL/exchange/SEBI and any other reasons which PWAPL may deem appropriate in the circumstances.

The client agrees that trade related losses, if any an account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone. PWAPL is required only to communicate/advise the parameters for the calculation of the margin/security requirements as rate(s)/percentage(s) of the dealing, through anyone or more approved means or methods such as post/speed post/courier/registered post/registered A.D./facsimile/e-mail/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of PWAPL; by publishing/displaying it on the website of PWAPL/making it available as a download from the website of PWAPL; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so required, by radio broadcast/television broadcast/newspaper advertisements etc; or any other suitable or applicable mode or manner.

The client agrees that the postal department/the courier company/ newspaper company and the e-mail/voice mail service provider and such other service providers shall be the agent of the client. Once parameters for margin/security requirements are so communicated, the client shall monitor

his/her/its position (dealings/trades and valuation of security) on his/her/its own and provide the required/deficit margin/security forthwith as required from time to time.

The client is not entitled to trade without adequate margin/security and that it shall be his/her/its responsibility to ascertain beforehand the margin/security requirements for his/her/its orders/trades/deals and to ensure that the required margin/security is made available to PWAPL in such form and manner as may be required by PWAPL. If the client's order is executed despite a shortfall in the available margin, the client shall make up the shortfall immediately. The client further agrees that he/she/it shall be responsible for all orders (including orders that may be executed without the required margin in the client's account) &/or any trade related claim/loss/damage arising out of the non availability/shortage of margin/security required by PWAPL &/or exchange &/or SEBI.

PWAPL is entitled to vary the form (Le., the replacement of the margin/security in one form with the margin/security in any other form, say, in the form of funds instead of shares) &/or quantum &/or percentage of the margin &/or security required to be deposited/made available, from time to time.

The margin/security deposited by the client with PWAPL are not eligible for any interest. PWAPL is entitled to include/appropriate any/all payout of funds &/or securities towards margin/security without requiring specific authorizations for each payout.

PWAPL is entitled to transfer funds &/or securities from his account for one exchange &/or one segment of the exchange to his/her/its account for another exchange &/or another segment of the same exchange whenever applicable and found necessary by PWAPL.

The client also agrees and authorize PWAPL to treat/adjust his/her/its margin/security lying in one exchange &/or one segment of the exchange/towards the margin/security/pay in requirements of another exchange &/or another segment of the exchange.

PWAPL is entitled to disable/freeze the account &/or trading facility/any other service facility, if in the opinion of PWAPL, the client has committed a crime/fraud or has acted in contradiction of the Mandatory and Voluntary Client Registration Documents or/is likely to evade/violate any laws, rules, regulation, direction of a lawful authority whether Indian or foreign or if the stock broker so apprehends.

3. Delayed payment charges/Imposition of penalty:

The client agrees that any amount, which are overdue from the client towards trading or an account of any other trade related reason to the PWAPL will be charged with delayed payment charges at 2% per month or 24% per annum or such other rates as may be specified by PWAPL from time to time. The client agrees that PWAPL may impose fines/penalties at above rate for any orders/trades/deals/actions of the client which are contrary to the Mandatory and Voluntary Client Registration Documents/rules/regulations/bye laws of the exchange or any other law for the time being in force. Further where PWAPL has to pay any fine or bear any punishment from any authority in connection with/as a consequence of / in relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client. The client agrees to pay PWAPL brokerage, commission, fees, all taxes, duties levies imposed by any authority including but not limited to the stock exchanges. The client agrees that he/she/it shall be liable for penal interest on T+1 basis. Any client's debit after T+2 day from the date of trading shall result in client's securities (either received as delivery or as collateral) being liquidated. The client shall have no right to plead or expect that his/her/its debit should be allowed to remain unpaid on an infinite basis as it is anyway subject to penalty rate. This delayed payment charges will be levied for the actual period for which the debit

has remain unpaid/non cleared after it has become due. Any delay in payment of M2M loss on any segment shall also result in client's securities (either received as delivery in cash segment or as collateral) and also all such other collaterals of the client being liquidated by us, to the extent of such Mark-to-Market loss. Further all outstanding position of the client in all segment shall also be liable to be closed out in the market and costs, consequences, loss etc. if any arising out of such close-out shall be for client to bear. Further PWAPL shall be at liberty to prescribe such higher margin percentage at its own discretion for such defaulting clients. PWAPL if it so desires, can also close the accounts both trading and demat of such defaulting clients.

4. Applicable Brokerage Rate:

The client shall be subject to brokerage slab as agreed by client, evidenced by the client having duly signed the tariff sheet after mentioning the tariff rates therein.

5. The Right to sell clients' securities or close clients' positions, without giving notice to the client, an account/of non-payment of client's dues. (Limited to Margin/Settlement Obligations):

PWAPL maintains centralized banking and securities handling processes and related banking and depository accounts at designated place. The client shall ensure timely availability of funds/securities in designated form and manner at designated time and in designated bank and depository accounts(s) at designated place, for meeting his/her/its pay in obligation of funds and securities. PWAPL shall not be responsible for any claim/loss/damage arising out of non availability/short availability of funds/securities by the client in the designated account(s) of PWAPL for meeting the pay in obligation of either funds or securities. If the client gives orders/trades in the anticipation of the required securities being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of securities/funds for pay in for any reason whatsoever including but not limited to any delays/shortages of the exchange or stock broker level/non release of margin by the stock broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as an account of auctions/square off/closing outs etc., shall be solely to the account of the client and the client agrees not to hold the PWAPL responsible for the same in any form or manner whatsoever. In case the payment of the margin/security is made by the client through a bank instrument, PWAPL 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 PWAPL. Where the margin/security is made available by way of securities or any other property, PWAPL is empowered to decline its acceptance as margin/security &/or to accept it at such reduced value as the PWAPL may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as PWAPL may deem fit in its absolute discretion.

PWAPL has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares when Mark to Market (M2M) percentage reaches or crosses stipulated margin percentage mentioned on the margin sheet whichever is earlier. PWAPL will have sole discretion to referred stipulated margin or M2M percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the trade related losses based on actual executed prices.

If in case open position (Le. short/long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide securities/funds to fulfill the pay-in obligation failing which the client will have to face auctions or internal close outs; in addition to this the client will have to pay penalties and charges levied by exchange in actual and losses, if any. Without prejudice to the foregoing, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

PWAPL is entitled to prescribe the date and time by which the margin/security is to be made available and PWAPL may refuse to accept any payments in any form after such deadline for margin/security expires. Notwithstanding anything to the contrary in the Mandatory and Voluntary Client Registration Documents or elsewhere, if the client fails to maintain or provide the required margin/fund security or to meet the funds/margins/securities pay in obligations for the orders/trades/deals of the client within the prescribed time and form, PWAPL shall have the right without any further notice or communication to the client to take any one or more of the following steps:

- i) To withhold any payout of funds/securities.
- ii) To withhold/disable the trading/dealing facility to the client.
- iii) To liquidate one or more security(s) of the client by selling the same in such manner and at such rate which PWAPL may deem fit in its absolute discretion. It is agreed and understood by the client that securities here includes securities which are pending delivery/receipt.
- iv) To liquidate/Square off partially or fully the position of sale &/or purchase in anyone or more securities/contracts in such manner and at such rate which PWAPL may decide in its absolute discretion.
- v) To take any other steps which in the given circumstances, PWAPL may deem fit. The client agrees that the trade related loss(s) if any, on account of anyone or more steps as enumerated herein above being taken by PWAPL, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by PWAPL.

6. Auction Policy :

As per the Exchange Settlement Norms the Pay in Obligation is paid in to the exchange. If Client fails to deliver the relevant securities, Auction of Securities will be arise. It could be internal Auction or Exchange Auction. There is different process for both cases.

Internal Auction:

As per the Exchange Settlement Norms the Pay in Obligation for securities are adjusted at Member level. It could be possible that within the member's client, there could be opposite positions in the same scrip, which then, necessitates the internal adjustment.

The price of securities will be considered as highest price of the scrip prevailing in the NSE/BSE from the first day of the relevant trading shortage day till the day of closing out on the auction day whichever is higher.

Exchange Auction:

In case of default in security pay in by the Client and the shortage is at Exchange level, the member shall be procuring the price defaulting securities from the Exchange. The price of securities will be considered as provided by Exchange + 6% penalty and other statutory charges.

(Above defined parameters are subject to change from time to time)

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

Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage or margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their pay-in obligation/outstanding debts.

8. De-registering a client Notwithstanding anything to the contrary stated in the Mandatory and Voluntary Client Registration Documents PWAPL shall be entitled to terminate the Mandatory and

Voluntary Client Registration Documents with immediate effect in any of the following circumstances:

- i) 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 the market, either alone or in conjunction with others.
- ii) If there is any commencement of a legal process against the Client under any law in force.
- iii) On the death/lunacy or other disability of the Client.
- iv) 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.
- v) 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 received 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.
- vi) If the Client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership.
- viii) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution.
- viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- ix) If there is reasonable apprehension that the Client is unable to pay its debts or Client has admitted its inability to pay its debts as they become payable.
- x) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the stock broker.
- xi) If the Client is in breach of any term, condition or covenant of this Mandatory and Voluntary Client Registration Documents.

However notwithstanding any termination of the Mandatory and Voluntary Client Registration Documents, all transactions made under/pursuant to this Mandatory and Voluntary Client Registration Documents shall be subject to all terms and conditions of this Mandatory and Voluntary Client Registration Documents and parties to this Mandatory and Voluntary Client Registration Documents submit to exclusive jurisdiction of courts of law at the place of execution of this Mandatory and Voluntary Client Registration Documents by Stock Broker. Client Acceptance of Policies and Procedures stated here in above:

I/We have fully understood the same and do hereby sign the same. These policies and procedures may be amended/changed by the broker provided the change is informed to me/us with through anyone or more approved means or methods such as post/speed post/courier/registered post/registered AD/telegram/e-mail/voice mails/telephone (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees/agents of PWAPL; by publishing/displaying it on the website of PWAPL/making it available as a download from the website of PWAPL; by displaying it on the notice board of the branch/office through which the client trades or if the circumstances, so require, by radio broadcast/television broadcast/newspapers advertisement etc; or any other approved suitable or applicable mode or manner by an advance notice of 15 days.

I/We agree that the postal department/the courier company/newspaper company and the e-mail/voice mail service provider and such other service providers shall be my/our agent. These policies and Procedures shall always be read along with the Mandatory and Voluntary Client Registration Document and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and PWAPL before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.

9. Temporarily suspending or closing client's account at Client's request

On the written request of the client, the client account can be suspended temporarily and can be re-activated on the written request of the client only. During suspension period, the market transaction will be prohibited. However client's pending settlement can take place. PWAPL can withhold the payout of client and suspend his trading account due to surveillance action or judicial or/and regulatory order/action requiring client suspension. On the written request of the client, the client account can be closed provided the client adheres to formalities for account closure including settlement of all dues in the account and closing of all open position. If the client wishes to again open a broking account then the client shall have to complete the KYC and account opening formalities once again. PWAPL also reserve rights to suspend client's account if client's PAN or UID has been asked for latest financial documents updates from exchange or any regulatory body and client is not supporting for submission of the said documents.

10. Policy for Dormant Accounts:

A Trading Account (Irrespective whether having debit or credit balance) shall be classified as dormant account in case there are no transactions for a period in excess of 365 days from the last transaction date. A dormant account can be re-activated on receipt of a request for reactivation along with valid proof of identity or Client can also send mail from his/her registered email id.