POLICIES AND PROCEDURES APPLICABLE TO CLIENTS OF INDMONEY PRIVATE LIMITED

FEES AND CHARGES

1. INDmoney Private Limited offers trading facility to its clients through app / website. As part of the services INDmoney Private Limited will charge Platform fees. All charges are available at www.indstocks.com

REFUSAL OF ORDERS FOR PENNY STOCKS

- 1. INDmoney Private Limited offers trading facility to its clients in all the compulsorily dematerialised stocks which are listed on the Stock Exchanges. However, INDmoney Private Limited discourages/restricts trading in penny stocks by the clients as they are susceptible to manipulation and risky for investors and in turn to INDmoney Private Limited.
- 2. "Penny Stocks" for this purpose shall includes:
- a. Stocks appearing in the list of illiquid securities issued by the Exchanges from time to time. b. Stocks which are highly illiquid and have a low market capitalization and 'Z' Group Securities. c. Any securities as may be restricted for trading by Exchanges.
- 3. Any other securities as may be restricted for trading by INDmoney Private Limited based on its internal evaluation.
- 4. As a part of Risk Management System, INDmoney Private Limited restricts clients to buy/ sell in penny stocks only on the basis of 100% upfront margin and on delivery basis. Also INDmoney Private Ltd have/may have in place further restrictions in terms of quantity/ value in each/all penny stocks together as notified by its extant circulars.
- 5. INDmoney Private Ltd may at any time at its sole discretion block/ restrict the client's trading account in INDmoney app/website to prevent the client from placing orders in such penny stocks through the Platform.
- 6. Further in case the client is able to place an order for penny stocks which are restricted by INDmoney Private Ltd through Online Trading Platform or otherwise, INDmoney Private Limited may not accept such order.
- 7. INDmoney Private Limited shall not be held liable for restricting/ prohibiting trade in penny stocks at any time. Further INDmoney Private Limited shall not be held liable or responsible in any manner whatsoever for any refusal/cancellation of orders for trading in penny stocks/other securities and the Client shall indemnify INDmoney Private Limited in respect of any loss caused to INDmoney Private Limited by virtue of the Client trading in penny stocks.

SETTING UP OF CLIENT'S EXPOSURE LIMITS

- 1. As part of risk management policy, INDmoney Private Limited shall set client's exposure limits depending on the type of securities provided as Margin/ available funds in the client's ledger plus Fixed Deposits/ Bank Guarantees provided by the client and the client profile/ financial status. Exposure limits are also set based on categories of stocks/ position (derivatives) client can trade.
- 2. INDmoney Private Limited can change the Securities that are acceptable as margin and their categorization from time to time at its sole discretion. Further client categorization may also be changed based on various factors including trading pattern of clients, profile/ residential status/ financial status of client.
- 3. INDmoney Private Limited from time to time shall apply such haircuts (the percentage difference between an asset's market value and the amount that can be used as collateral for a loan) as may be decided by, as part of the internal risk policy, on the approved securities against which the Exposure limits are given to the client.
- 4. INDmoney Private Limited may from time to time change the applicable haircut or apply a haircut higher than that specified by the Regulators/Exchanges as part of its Risk Management System. Subject to the client's exposure limits, client may trade in securities and/ or take positions in the futures and options segment. Client shall abide by the exposure limits, if any, set by INDmoney Private Limited or by the Exchange or Clearing Corporation or SEBI from time to time.
- 5. Limits/ Exposure provided shall vary based on the intraday/ delivery/ carry forward positions made by the client. The exposure limits set by INDmoney Private Limited does not by itself create any right for the Client and are liable to be withdrawn at any time without notice and the client shall bear the loss on account of withdrawal of such limits.
- 6. The client agrees to compensate INDmoney Private Limited in the event of INDmoney Private Limited suffering any loss, harm or injury on account of exposure given and/or withdrawn.
- 7. In case of sale of Securities, such sale may at the discretion of INDmoney Private Limited be provided only to the extent of the availability of securities in the account of the client (Free balance in DP, DP lien/ hold marked securities, Stock available in INDmoney Client unpaid securities and collateral Account).
- 8. Further the credit received against sale may be used for exposure as may be decided by INDmoney Private Limited from time to time. In case of derivatives, Clients shall be allowed to trade only up to the applicable client wise position limits set by the Exchanges/ Regulators from time to time.

9. INDmoney Private Limited may from time to time demand additional margin from the client in the form of funds or securities if there is a requirement for the same and the client shall be required to provide the same.

APPLICABLE BROKERAGE RATES & CHARGES

- 1. The Schedule of Brokerage and other charges applied by INDmoney Private Limited on the clients are provided under the heading "Tariff Sheet" in the client account Opening Form. Within the mentioned scale, the brokerage and other charges as agreed by the client is indicated and duly signed by the client in that section
- 2. If there is any upward revision of brokerage, the same will be informed to the client with 30 days prior notice. However, all the brokerage and other charges are subject to the maximum limits as prescribed by SEBI/ Exchanges/ Government and other Regulatory authorities from time to time.

IMPOSITION OF PENALTY OR INTEREST ON DELAYED PAYMENT

- 1. The clients are required to settle the pay-in/ provide margin within the time limits provided by Exchanges/ SEBI/ INDmoney Private Limited.
- 2. In case the client fails to provide the same within the prescribed time, Interest on delayed payment shall be levied @ up to 18% p.a, on the client's account on any delayed payments towards trading either in the cash or derivatives segments or on account of any other reason beyond the due date of payment as may be prescribed by INDmoney Private Limited.
- 3. Such Interest on delayed payment shall be directly debited to the account of the Client at the end of every month\Week\Daily basis. This is only a penal measure and intended to bring in discipline in the clients to clear the dues in time as INDmoney Private Limited has to clear its obligations to the Exchange as per the time limits set by the Exchanges.
- 4. INDmoney Private Limited reserves the right of imposition of Interest on delayed payment on the client account and the client shall be liable for payment of such charges at such rate as may be prescribed by INDmoney Private Limited from time to time.

RIGHT TO SELL CLIENTS SECURITIES OR CLOSE CLIENTS POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT ON ACCOUNT OF NON-PAYMENT OF DUES. (LIMITED TO SETTLEMENT/MARGIN OBLIGATIONS)

- 1. As a part of its Risk Management Policy, INDmoney Private Limited shall have the sole discretion to square off the open position of the Client and/ or sell clients' securities (including securities maintained as margin with INDmoney Private Limited and securities lying in client's beneficiary/ depository participant) in case the client fails to meet its settlement/ margin obligations in time.
- 2. The specific securities to be sold and the positions to be squared off shall be decided solely by INDmoney Private Limited. Further, the square off of client's open position or the selling of securities may be executed on such Exchanges and at such price as may be decided by INDmoney Private Limited.
- 3. INDmoney Private Limited shall have no obligation of communicating the same to the Client.
- 4. INDmoney Private Limited shall not be responsible for any losses incurred by the client due to such squaring off of the open position of the client.
- 5. INDmoney Private Limited reserves the right to square off client's open positions or sell clients' securities under following circumstances. a) Where the limits given to the Client have been breached. b) Where the Client has defaulted on their existing obligation and / or have failed to make payments / deliver securities to INDmoney Private Limited within the stipulated time period as may be prescribed by INDmoney Private Limited.
- 6. INDmoney Private Limited reserves the right to square off the open position of client and/ or sell client's securities under the prescribed circumstances, however INDmoney Private Limited is not obligated and does not guarantee to square off the open positions and/ or sell client's securities.
- 7. The client shall be solely responsible for the trading decisions taken by the client. It shall be the responsibility of the client to make payments towards outstanding obligations and/ or applicable margins to INDmoney Private Limited in time irrespective of whether INDmoney Private Limited exercises its right to square off the positions of the client in accordance with the provisions given herein above.
- 8. Client shall be solely responsible for any resultant losses incurred to client due to selling of client's securities by INDmoney Private Limited or squaring off the client's open positions or for not doing so.
- 9. All losses in this regard shall be borne by the CLIENT and INDmoney Private Limited shall be fully indemnified and held harmless by the CLIENT in this behalf.

10. Right to recover dues and debts: The CLIENT accepts to comply with INDmoney Private Limited's requirement of payment of Margin/ settlement obligations of the Client, immediately failing which INDmoney Private Limited may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the Client/Client Unpaid Securities account of INDmoney Private Limited as it deems fit at its sole discretion without further reference to the CLIENT and any resultant or associated losses that may occur due to such square-off/ sale shall be borne by the CLIENT and INDmoney Private Limited shall be fully indemnified and held harmless by the CLIENT in this behalf at all times.

SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES

In case any client of INDmoney Pvt Ltd defaults in fulfilling securities pay in obligation against sell transaction in a particular settlement where any other INDmoney Pvt Ltd client is having a buy position then INDmoney Pvt Ltd will consider those short shares as Internal shortage shares.

INDmoney Pvt Ltd will settle all the internal shortage of shares internally only. This will be cash settled with the **Internal Auction Price** discovered as per below calculations, which will be higher of,

- (A) Auction price if available in auction session of the Exchange
- (B) Closing price on T+1 day + 5% on Closing price

Or

(C) High price from T day to T+1 day (if High prices is > Closing price on T+1 day +5%)

Based on the above price discovery, Seller clients will be debited with the valuation (Internal Shortage Quantity X Internal Auction Price) and Buyer will be credited with the same value. Clients will be communicated with the Internal Auction bills accordingly.

All the internal shortage shares will be allocated/marked in descending order of quantity to the clients having obligation for that particular settlement and shortage allocation will have preference as per below hierarchy:

- 1. Excess payin received
- 2. BTST client
- 3. Rest of the client

All losses to the client on account of the above shall be borne solely by the client and INDmoney shall not be responsible for the same. In case of any claim against INDmoney Private Limited, the Client shall indemnify INDmoney Private Limited in this regard.

All the securities having corporate action will be settled on cum basis in favour of the buyer.

The internal netting process will be subjected to change from time to time.

CONDITIONS UNDER WHICH CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITIONS OR BROKER MAY CLOSE EXISTING POSITIONS OF CLIENT

- 1. In addition to the conditions as provided under the policy of right to sell securities and close out client's open position as detailed in point 4 above, INDmoney Private Limited shall have the right to refuse to execute trades/ allow the client to take further positions and/ or close out the existing positions of client under following circumstances:
- a. As a result of any Regulatory directive/ restriction
- b. Non-receipt of funds/ securities and/ or bouncing of cheque received from the client towards the obligations/margin/ ledger balances;
- c. Due to technical reasons
- d. Securities breaching the limits specified by the Exchanges/ regulators from time to time
- e. In case of failure to meet margin including mark to market margins by the client;
- f. In case securities to be transacted by client are not in dematerialized form
- g. Any other conditions as may be specified by INDmoney Private Limited from time to time in view of market conditions, regulatory requirements, internal policies etc. and risk management system
- h. Due to any force majeure event beyond the control of INDmoney Private Limited.

INDmoney Private Limited shall not be responsible for any loss incurred and the client shall indemnify INDmoney Private Limited in this regard.

TEMPORARILY SUSPENDING OR CLOSING OF CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST

- 1. INDmoney Private Limited may suspend or close the trading account of the client pursuant to SEBI or any other Regulatory directive for such period as may be prescribed by the respective Regulator.
- 2. INDmoney Private Limited may further at its sole discretion and with/without information to the CLIENT, prohibit or restrict or block the CLIENT's access to the use of the web site or related services and the CLIENT's ability to trade due to market conditions and other internal policies including policy with respect to prevention of money laundering.
- 3. Client can initiate temporary suspension/ closure of its account at any time by giving a request to INDmoney Private Limited. However, such suspension/ closure will be effected subject to clearance of all dues and settlement obligations by the client and subject to approval of INDmoney Private Limited.
- 4. Trades in the account of the client during the period of such temporary suspension shall not be permitted. Notwithstanding any such suspension/ closure, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to such closure/ suspension shall continue to subsist and binding on the client. In case the account has been temporarily suspended at the request of the client, the account shall be reactivated only on submission of a written request for reactivation by the client.

SUSPENSION/CLOSURE OF CLIENT ACCOUNT

- 1. INDmoney Private Limited may suspend/close the client if the client breaches the terms and conditions of the member-client agreement or provides any false information or declarations. The client will be provided with adequate notice.
- 2. INDmoney Private Limited may suspend/close the client account if there is any instruction from competent authorites like regulators, statutory bodies or law enforcement agencies or if the client is suspected to be involved in any activities in violation of applicable Rules and Regulations. Any liabilities arising out of this action will be the sole responsibility of the client.

TREATMENT OF INACTIVE ACCOUNTS

- 1. In case the Trading and/ or depository participant of the client is not operated by the client for a continuous period of twelve months the same will be considered to be 'Inactive Account'.
- 2. Such Inactive account will be blocked for further transactions by the client. The client will have to submit following documents/ confirmation, for re-activation of such blocked account:
- a. Call the Customer Care centre identifying himself (through validation questions) and requesting for activation of account for placing orders/transacting in the account; OR
- b. By placing request for re-activation of account through the Internet Trading portal.
- 3. During the blocked period if there are any debit/ dues to INDmoney Private Limited in client's account, INDmoney Private Limited shall have the authority to liquidate the client's position to the required extent during the block period. During the block period if any corporate actions or pay-outs are due for return to the client, the same will be affected/returned by INDmoney Private Limited to the client's account.

PAYMENT

Time of Payment

- a. The Client agrees and understands that, INDmoney Private Limited provides prospective clients to transfer monies upfront through payment gateway after filling up all the required details. However, the prospective client will not be registered as a client of INDmoney Private Limited, till the time due diligence prescribed by regulators for KYC are complied with by the client. In such cases if the client is not registered due to incomplete due diligence of KYC or any other reason, then the monies received from the client will be returned/ refunded within 30 working days from the date of receipt of complete set of documents from the client, to the same bank account from which the monies were received.
- b. The Client will also have to make a margin payment for shares purchased and sold either for square-off or delivery. The amount will be as charged by the relevant Exchange. However, in case the Exchange charges a margin amount over and above the normal margins, INDmoney Private Limited can make a margin call to the Client who will need to have to pay the relevant margin as charged by the Exchange. The client agrees and understands that, INDmoney Private Limited would request / demand client to provide documentary proof / evidence such as bank statement etc.

- c. The Client shall make all remittances to Stock Broker (i.e. payment for all purchase transactions plus taxes, brokerage, handling charges and depository related fees and transaction fees of Stock Broker) by the value date for each transaction. The value date for all purchases will be the pay-in day less two days, where the pay-in day is specified by the Exchange Clearing House for the relevant settlement period. A notional debit may be made with respect to the Limit on the last day of the Settlement Cycle, notwithstanding that actual payment is due on a later date and such notional debit shall be reversed on receipt of payment.
- d. Stock Broker shall remit funds to the Client (i.e. payment for all sale transactions less taxes, brokerage, handling charges and depository related fees and transaction fees of Stock Broker), less any amounts deducted for shortages by the value date. The value date for all sales will be pay-out day plus two days where the pay-out day is specified by the Exchange Clearing House for the relevant settlement period.
- e. In the event of the Client having made both sales and purchases during a Settlement Cycle on the same Stock Exchange, the amount due from and to the Client shall be netted off and only the difference shall be payable by or to the Client. A notional debit or credit as the case may be, may be made to the Limit at the end of day until the actual payment is made.

Mode of Payment

No cash payment will be received from/ made to the client as per the extract SEBI/ Exchange/ Income Tax/ PMLA Regulation, Guidelines, Circulars, etc. accordingly INDmoney Private Limited will not be responsible for any claim of receipt/ payment in cash by client from/ to INDmoney Private Limited.

- 1. In the case of a purchase transaction, the Client shall remit funds within the time period provided to INDmoney Private Limited in any of the following ways:
- (i) Authorized electronic transfer(UPI, NetBanking, RTGS) of funds from Client's Bank Account to Stock Broker's bank account in the same Designated Bank

In the case of sub-clause (i) credit will be given to the Client immediately on authentication of payment authorization, however Client has to intimate Stock Broker immediately after making payment through option as mentioned in sub clause (i). Payment referred to in sub-clause (i) shall be accepted only from Client's account. Payment shall be made by the Client only as referred to in sub-clause (i). Stock Broker shall not accept/ acknowledge/ give credit for any payment made in cash.

- 2. In the case of a sale transaction, INDmoney Private Limited shall remit funds to the Client within the time period provided, provided the Client has delivered the securities sold to Stock Broker within the time prescribed by the following ways as requested by the Client;
- (i) Electronic transfer of funds into the Bank Account of the Client opened with the Designated Bank. (ii) Electronic transfer of funds into any other bank account of the Client as may be specified by the Client, and accepted by Stock Broker

All payments shall be made only in the name of the client.

- a. INDmoney Private Limited will not be responsible for any kind of claims raised by the clients regarding payment made in cash. Mobile number is compulsory for opening of Demat/ Trading account with INDmoney Private Limited and Interface with a payment gateway will be offered to the Client at the portal itself.
- b. INDmoney Private Limited shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof as per pro-forma prescribed by INDmoney Private Limited.
- c. INDmoney Private Limited shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above. However, due to oversight, if any such third party payment has been accepted by INDmoney Private Limited and the credit for the same has been given in the client's ledger, INDmoney Private Limited shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same.
- d. In such a case, INDmoney Private Limited reserves the right to liquidate any of the open positions and/or any of the collaterals received/ held on behalf of the client. INDmoney Private Limited, its Directors and employees shall not be responsible for any consequential damages or losses.

DEFAULT IN PAYMENT

- 1. The Client agrees that INDmoney Private Limited may set off his/ her credit balances on NSE and BSE, hereinafter referred to as the "Exchanges" against the debit balances in one or more accounts of the Client in relation to the said Exchanges and segments of the Exchanges. Without prejudice to the Stock Broker's other rights (including the right to refer a matter to arbitration), Stock Broker shall be entitled to liquidate/ close out all or any of the Client's positions in cash segment or derivative segment on any Exchange for non payment 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.
- 2. Any and all losses and financial charges on account of such liquidation/ closing-out shall be charged to and borne by the

Client. On a default by the Client to remit any monies payable to Stock Broker, Stock Broker shall be entitled to appropriate the monies maintained by the Client in the Minimum Margin Deposit towards its dues. The Minimum Margin Deposit with Stock Broker shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the Client may have to Stock Broker.

- 3. The brokerage services shall be suspended to the Client until such time as the Client replenishes funds adequate to maintain the Minimum Margin Deposit at the stipulated level.
- 4. Notwithstanding anything contained in these present, any amounts which are overdue from the Client towards trading either in the cash or derivative segments or on account of any other reason the Client will be charged delayed payment charges at the rate of 18% per Annum or such other rate as may be determined by the Stock Broker.
- 5. The Client hereby authorises the Stock Broker to directly debit the same to the account of the Client.
- 6. In the event the client makes the specific request to the stockbroker for the physical documents instead of electronic/digitally signed documents including contract notes/ statement of accounts etc. and subject to the stockbroker being in a position to do so; the client agrees to pay all such amounts that the stockbroker may charge to cover the operational cost that the stockbroker incurs in preparing and delivering the said communications, documents, reports and alerts.
- 7. The Client hereby agrees and understands that in case of any noncompliance and/ or default by the Client such as cheque bouncing, trade change, short margin, UCC violation, price rigging or for any other matters as may be decided by Stock broker from time to time, without prejudice to the Stock Broker's other rights, Stock Broker may levy charges/ penalties on the Client and debit such charges/ penalty in the Client's account.

PLEDGE OF CLIENTS SECURITIES

In Accordance with SEBI Circular SEBI/HO/MIRSD/MIRSD2/CIR/P/2016/95 dated September 26, 2016 as stock broker is entitled to have a lien on client's securities to the extent of client's indebtedness to the stock broker and stock broker may pledge those securities. The client agrees that Stock Broker in accordance with the above circular may pledge their securities created in the Depository system to the extent of their indebtedness with their explicit authorization.

TERMS & CONDITIONS FOR DISTRIBUTION OF SECURITIES

- 1. INDmoney Private Limited is also engaged in marketing and distribution of IPOs of Securities of Issuers. INDmoney Private Limited is providing a facility through its ONLINE services to apply/ purchase/redeem/sale/ buyback or otherwise deal in the units of securities (hereinafter referred to as 'transactions') through its website (located at url http://www.indstocks.com and such other internet sites that the INDmoney may launch).
- 2. The Client wishes to avail of the facility of the said transactions and such other facilities offered through the INDmoney's website on the following terms and conditions set forth herein below. The terms and conditions contained herein are binding on the client.
- 3. The client has agreed to obtain services from the INDmoney Private Limited after fully understanding the terms and conditions.
- 4. The terms and conditions shall be subject to modification from time to time and such modifications are binding on the client. For the purpose of this Agreement, National Stock Exchange of India Limited and the Bombay Stock Exchange Limited shall be known as the Stock Exchanges.
- 5. The client by accepting this terms & conditions authorizes INDmoney Private Limited to execute instructions of the client or its authorized representative with regard to the transactions including but not limited to acquire by subscribing to or by purchase of securities and to sell, transfer, endorse the securities (including but not limited to Initial Public Offerings, Buy back offers, right issues etc.) or redeem the same either through Internet or otherwise and/or to sign and execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring, transferring/ redeeming the same, marking pledge/ lien on such securities and/or for transferring the investments in the units of Mutual Fund from one scheme to another or between mutual Funds, to make application for, or to renounce and sign renunciation forms in respect of bonds/ debentures, right shares and additional shares of any company/ Body/ Authority and to receive and hold such rights or additional shares, bonds or debentures.
- 6. All instructions given by the client/ its authorized representative shall be binding on the client. 7. The client agrees that the instructions with regard to the transactions may be in the client's sole name or in the name of the client jointly with other persons.
- 8. The instructions with regard to the transactions may be given through app/email/website or any other reasonable mode as permitted by INDmoney Private Limited.
- 9. INDmoney Private Limited may refuse to act on any instructions unless they are given in the manner and form acceptable to the INDmoney Private Limited. However, INDmoney Private Limited shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the client. The client shall not hold INDmoney Private Limited liable on account of INDmoney Private Limited acting in good faith on instructions given by the client or its authorized representative.
- 10.INDmoney Private Limited may at its discretion not carry out the client's instruction where INDmoney Private Limited has

reasons to believe (which discretion of the stock broker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper/ unclear/ raise a doubt. INDmoney Private Limited shall not be liable if any instructions are not carried/ partly carried out for any reason, whatsoever.

- 11. The client understands and agrees that the Stock Exchange may cancel, close or reject any trade suo-moto without giving any reason thereof. In the event of such cancellation, closure or rejection, INDmoney Private Limited shall be entitled to cancel relative contract(s) with Client.
- 12. The client undertakes to read all the relevant Offer Documents and addendums thereto and terms and conditions of all schemes of all mutual funds and other issues of securities including but not limited to Initial Public Offerings/ Public Offers, Rights issue and Buy Back offers, offered through INDmoney Private Limited website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
- 13. The client shall ensure that the transactions through the stock broker (INDmoney Private Limited) are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. INDmoney Private Limited may, from time to time, impose and vary limits on the orders which the client may place, including but not limited to exposure limits, turnover limits and limits as to numbers. The client agrees that the broker shall not be responsible for any variation or reduction that may be deemed necessary by the stock broker based on its risk perception and other relevant factors.
- 14.INDmoney Private Limited shall not be under any duty to verify compliance with any restriction on the client's investment powers.
- 15. The client is responsible for the personal and bank related details provided by the client. Neither INDmoney Private Limited nor any Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client.
- 16. The client agrees that INDmoney Private Limited is entitled to disclose to a third party, all such information pertaining to the Client as may be required from time to time, for the client to be able to avail of any or all of the services provided by INDmoney Private Limited under this agreement.
- 17.In case of change of address and personal details of the client, the client shall send a letter duly signed by all the holders of the depository participant to INDmoney Private Limited giving intimation of the change. 18.The Client agrees that the client shall not, without prior intimation and acknowledgement of INDmoney Private Limited, deal/ liaise with the Issuer Company or its respective Registrars in respect of the services availed under this agreement.
- 19. Further, any change in the details of the client including but not limited to the Depository participant, Bank Account, Address, shall be first intimated to INDmoney Private Limited who may in turn liaise with the Issuer Company or its respective Registrars to update such changes. The Issuer Company or its respective Registrars may reject such requests and in such an event the stock broker shall not be liable for any such rejection.
- 20. The client further agrees that the client shall not close/change the details of the Depository participant/ Bank account without prior notification to INDmoney Private Limited and the Client agrees that the stock broker may instruct the Depository Participant/ Bank of the Client to reject any such request received from the Client.
- 21. The Client shall provide the stock broker with its Permanent Account Number (PAN). 22. The client acknowledges that the purchase / application instructions shall be processed by INDmoney Private Limited only after sufficient funds to cover the purchase / application price and other costs and charges are received by INDmoney Private Limited.
- 23.If after execution of any transaction it is for any reason found that INDmoney Private Limited has not been provided with sufficient funds by the client, the client shall pay the deficient amount to INDmoney Private Limited forthwith on demand, failing which INDmoney Private Limited may (but shall not be bound to) square up the transaction at any time at the client's sole risk and cost. Any loss arising on such squaring up will be borne solely by the client and the client shall pay to INDmoney Private Limited the additional amount that may be payable by the client, the INDmoney Private Limited demand being conclusive.
- 24. The client declares and confirms that the amount being invested by the client either directly or through its authorized representation, in any schemes of all mutual funds or other securities including but not limited to Initial Public Offerings, Public Offers, Rights issue and Buy Back offers is obtained through legitimate sources and is not held or designed for THE purpose of contravention of the provisions of any Act, Rules and Regulations or any statue or legislation or any other applicable Laws or any Notifications, directions issued by any Governmental or Statutory Authority from time to time.
- 25.In case the client is a Non-resident Indian, the client confirms that the funds are remitted from abroad through approved banking channels or from the NRE/NRO/ FCNR account.
- 26.If for any reasons, the stock broker is unable to carry out the transactions as instructed by the client/ Client's authorised representative to the extent of full quantity of units/ securities, INDmoney Private Limited shall be entitled at its discretion and the client hereby irrevocably authorizes INDmoney Private Limited to carry out a transaction of a lesser quantity of units/ securities. The stock broker shall not be responsible for the non-execution of the client's instructions for the entire quantity or the remaining quantity

- 27. The client agrees and acknowledges that any instruction given or purported to be given by the client / its authorized representative before the cut off time as may be intimated by the stock broker to the client from time to time, will be processed on the same day. Any instruction received after the cut off time will be processed on the next working day, if applicable.
- 28.In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by INDmoney Private Limited only if the same is received by the cut-off date as indicated on the website and consistent with the terms of the offer.
- 29.INDmoney Private Limited shall credit the proceeds of the sale / redemption etc., if received by INDmoney Private Limited, any of the Investment Products only after INDmoney Private Limited has received the same unless specifically agreed otherwise.
- 30. The Client acknowledges that INDmoney Private Limited shall not be under any obligation to provide him with any tax, legal, accounting, investment advice or advice regarding the suitability or profitability of investment of any kind, nor does INDmoney Private Limited, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 31.It is explicitly stated herein that the Mutual Fund Schemes/ Offer Documents/ other schemes offered by INDmoney Private Limited, have not been/shall not be understood as recommended by INDmoney Private Limited
- 32. The client can view his/ her/ its transactions on the website. INDmoney Private Limited shall provide one-time Physical statement if there is a specific request by the customer. Post the first request for physical statement, no such requests will be fulfilled by INDmoney Private Limited
- 33.In case an application is made for Initial Public Offer/Public Offer through INDmoney Private Limited, the client authorizes INDmoney Private Limited to collect on client's behalf, the refund amount, if any, from the Issuer Company/ Registrar/ and subsequently credit the same to client's Bank account, after set-off/ adjustment of dues payable by the Client on account of obligations incurred in connection with the application
- 34. The client further agrees that INDmoney Private Limited shall not be held responsible for non-allotment of securities either fully or partly to the client, for any reason whatsoever. INDmoney Private Limited shall not be held responsible in case due to some reason the bid/application/ revision instructions sent by the client is not received by it, or if the bid/application/revision could not be uploaded to the Stock Exchange, or could not be sent to the Bankers/ Registrar to the issue.
- 35.INDmoney Private Limited shall not be held responsible for non-receipt/delay in/ incorrect receipt of fund, if any, from the Registrar/ Company. INDmoney Private Limited shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar/ company, if applicable, or for non-receipt or delay in/ incorrect receipt of TDS Certificate, if any from the Registrar/ Company.
- 36. The client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company shall be directly paid by the Issuer Company to the client.
- 37.INDmoney Private Limited shall also not be liable to the client for any delay, failure or refusal of any Issuer Company / Corporation or other body in registering or transferring units to the names of the clients of for any interest, dividend or other loss caused to the client arising therefrom.
- 38. The client agrees to provide the stock broker with any confirmation/ declaration or any other document that the concerned Issuer or any other entity may from time to time require INDmoney Private Limited to collect from the client in respect of the services offered under this agreement.
- 39.INDmoney Private Limited does not accept any liability for delay in processing time at the Mutual Fund's/ Issuer or Registrar's end. The client agrees that the stock broker shall not be liable or responsible for not executing any transactions for any reason, whatsoever.
- 40. Neither INDmoney Private Limited, nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- 41. The client agrees and understands that the application in Initial Public Offering shall be subject to the applicable Acts, Rules, Regulations, guidelines, circulars, notifications, and directives issued by the Regulatory Authorities and Offer Document issued by the respective Issuer.
- 42. The client further understands and agrees that he/ she shall not place trades at unrealistic prices from current market price of the security or trade in illiquid securities which create artificial liquidity or amounts to manipulation of prices or cross/synchronized trades.

- 43.INDmoney Private Limited shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to Initial Public Offering, Rights issue, Buy Back Offers offered through its website the stock broker shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
- a. System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure;
- b. Accident, transportation, neglect, misuse, errors, frauds on the part of the client or any agent of the Client or agents or any third party, or
- c. Any fault in any attachments or associated equipment's of the client
- d. Any incidental, special or consequential damages including without limitation of loss of profit.

All the above policies and procedures of INDmoney Private Limited as applicable to the client's trading account are subject to change/updation by INDmoney Private Limited from time to time. The updated policies and procedures of INDmoney Private Limited shall be posted on the website of www.indstocks.com and communicated to clients through circulars and e-mails.