

**POLICIES AND PROCEDURES APPLICABLE TO CLIENTS OF  
360 ONE DISTRIBUTION SERVICES LIMITED**

**1. REFUSAL OF ORDERS FOR PENNY STOCKS**

360 ONE Distribution Services Limited (“360 ONE DSL”) normally offers trading facility to its clients in all the compulsorily dematerialized stocks which are listed on the Stock Exchanges. However, 360 ONE DSL discourages/ restricts trading in penny stocks by the clients as they are susceptible to manipulation and risky for investors and in turn to 360 ONE DSL.

“Penny Stocks” for this purpose shall include:

- 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.
- d. Any other securities as may be restricted for trading by 360 ONE DSL based on its internal evaluation.

As a part of Risk Management System, 360 ONE DSL restricts clients to buy/ sell in penny stocks only on the basis of 100% upfront margin and on delivery basis. Also 360 ONE DSL have/may have in place further restrictions in terms of quantity/ value in each/all penny stocks together as notified by its extant circulars. Further in case of Internet Trading clients, 360 ONE DSL may at any time at its sole discretion block/ restrict the client’s online trading terminal to prevent the client from placing orders in such penny stocks through the Online Trading Platform of 360 ONE DSL. Further in case the client is able to place an order for penny stocks which are restricted by 360 ONE DSL through Online Trading Platform or otherwise, 360 ONE DSL may not accept such order.

360 ONE DSL shall not be held liable for restricting/ prohibiting trade in penny stocks at any time. Further 360 ONE 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 360 ONE Win respect of any loss caused to 360 ONE DSL by virtue of the Client trading in penny stocks.

**2. SETTING UP OF CLIENT’S EXPOSURE LIMITS**

As part of risk management, 360 ONE Distribution Services Limited (“360 ONE DSL”) 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. Securities that are acceptable as margin and their categorization may be changed by 360 ONE DSL 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.

360 ONE DSL from time to time shall apply such haircuts as may be decided by 360 ONE DSL on the approved securities against which the Exposure limits are given to the client. 360 ONE DSL may from time to time change the applicable hair cut 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 360 ONE DSL or by the Exchange or Clearing Corporation or SEBI from time to time. Limits/ Exposure provided shall vary based on the intraday/ delivery/ carry forward positions made by the client.

The exposure limits set by 360 ONE DSL 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. The client agrees to compensate 360 ONE DSL in the event of 360 ONE DSL suffering any loss, harm or injury on account of exposure given and/or withdrawn.

In case of sale of Securities, such sale may at the discretion of 360 ONE DSL be provided only to the extent of the availability of securities in the account of the client (DP free Stock, DP lien/ hold marked securities, beneficiary and collateral stock). Further the credit received against sale may be used for exposure as may be decided by 360 ONE DSL 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. 360 ONE DSL 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.

### 3. **APPLICABLE BROKERAGE RATES**

The Schedule of Brokerage and other charges leviable by 360 ONE DSL on the clients are providing under the heading "Schedule of Brokerage and Other Charges" in this 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. If there is any upward revision of brokerage, the same will be informed to the client with 15 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.

### 4. **IMPOSITION OF PENALTY OR DELAYED PAYMENT CHARGES**

The clients are required to settle the pay-in/ provide margin within the time limits provided by Exchanges/ SEBI/ 360 ONE DSL risk management system. In case the client fails to provide the same within the prescribed time, delayed payment charges shall be levied 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 360 ONE DSL. Such delayed payment charges shall be directly debited to the account of the Client at the end of every month. This is only a penal measure and brings in discipline in the clients to clear the dues in time as 360 ONE DSL had to clear its obligations to the Exchange as per the time limits set by the Exchanges. 360 ONE DSL reserves the right of imposition of delayed payment charges on the client account and the client shall be liable for payment of such charges at such rate as may be prescribed by 360 ONE DSL from time to time.

### 5. **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)**

As a part of its Risk Management System, 360 ONE DSL 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 360 ONE DSL and securities lying in client's beneficiary/ demat account) in case the client fails to meet its settlement/ margin obligations in time. The specific securities to be sold and the positions to be squared off shall be decided solely by 360 ONEDSL. 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 360 ONE DSL. 360 ONE DSL shall have no obligation of communicating the same to the Client. 360 ONE DSL shall not be responsible for any losses

incurred by the client due to such squaring off of the open position of the client. 360 ONE DSL 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 360 ONE DSL within the stipulated time period as may be prescribed by 360 ONE DSL.
- c. In addition to above, in case of equity and currency derivatives transactions,
  - i. where the margin or security placed by the Client with 360 ONE DSL falls short of the applicable minimum margin as may be required to be maintained by the client;
  - ii. where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with 360 ONE DSL and the Client(s) have not taken any steps either to replenish the margin or reduce the Mark to Market Loss;
  - iii. if the open position is neither squared off nor converted to Delivery by Client(s) within the stipulated time

360 ONE DSL reserves the right to square off the open position of client and/ or sell client's securities under the prescribed circumstances, however 360 ONE is not obligated and does not guarantee to square off the open positions and/ or sell client's securities. 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 360 ONE DSL in time irrespective of whether 360 ONE DSL exercises its right to square off the positions of the client in accordance with the provisions given herein above.

Client shall be solely responsible for any resultant losses incurred to client due to selling of client's securities by 360 ONE DSL or squaring off the client's open positions or for not doing so. All losses in this regard shall be borne by the CLIENT and 360 ONE DSL shall be fully indemnified and held harmless by the CLIENT in this behalf.

The CLIENT accepts to comply with 360 ONE DSL's requirement of payment of Margin/ settlement obligations of the Client, immediately failing which 360 ONE DSL may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin/lying in the beneficiary account of 360 ONE or square-off all or some of the outstanding F&O positions of the CLIENT 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 360 ONE DSL shall be fully indemnified and held harmless by the CLIENT in this behalf at all times.

#### 6. **SHORTAGES IN OBLIGATIONS ARISING OUT OF INTERNAL NETTING OF TRADES**

In case the client defaults on its existing obligation and in the event the trade has been internally netted off by 360 ONE DSL, there could be internal shortages. The internal shortages are marked against the client randomly at the sole discretion of 360 ONE DSL taking into account the delivery obligations through Exchanges. In case of failure of delivery, the client marked for internal netting of trade, the same shall be met through fresh market purchases and the loss on account of the said purchases will be charged to the defaulting client's account.

However, defaulting client will not be eligible for any profit of account of this. 360 ONE DSL shall not be responsible for losses to the Client on account of such shortages. All losses to the client on this account shall be borne solely by the client and the Client shall indemnify 360 ONE DSL in this respect.

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

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, 360 ONE DSL 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 360 ONE DSL 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 360 ONE DSL, 360 ONE DSL shall not be responsible for any loss incurred and the client shall indemnify 360 ONE DSL in this regard.

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

360 ONE DSL 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. 360 ONE DSL 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.

Client can initiate temporary suspension/ closure of its account at any time by giving a request to 360 ONE DSL in writing 15 days in advance.

However, such suspension/ closure will be effected subject to clearance of all dues and settlement obligations by the client.

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.

9. **DEREGISTRATION OF A CLIENT**

Deregistration of the client/ Termination shall be at the sole discretion of 360 ONE DSL. 360 ONE DSL may deregister the client if the client breaches the terms and conditions of the member-client agreement or provides any false information or declarations. Further 360 ONE DSL may deregister the client if the client is suspected to be involved in any activities in violation of applicable Rules and Regulations. Further the client may be deregistered due to any Regulatory directive, market conditions and other internal policies of 360 ONE including policy with respect to prevention of money laundering. Such deregistration/termination shall not affect the rights and liabilities of the parties in respect of the transactions executed before the date of such deregistration/ termination.

## 10. TREATMENT OF INACTIVE ACCOUNTS

In case the Trading and/ or demat account of the client is not operated by the client for a continuous period of six months the same will be considered to be 'Inactive Account'. 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:

1. Call the Customer Care center identifying himself (through validation questions) and requesting for activation of account for placing orders / transacting in the account; OR
2. Client can give the duly signed request in writing at any of the Branch offices of 360 ONE Distribution Services Limited.; OR
3. By placing request for re-activation of account through the Internet Trading portal. During the blocked period if there is any debit/ dues to 360 ONE Distribution Services Limited in client's account, 360 ONE DSL 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 360 ONE DSL to the client's account.

## 11. LIEN

All monies, securities and/ or other property in the Bank/ DP Account or that may be held by the Stockbroker on the client's account shall be held at the sole risk and cost of the client and subject to a lien for the discharge of any and all indebtedness or any other obligation that the Client may have to Stockbroker, irrespective of whether such obligation of the client is disputed by the client. All of the Client's securities and/ or other property shall be held by Stockbroker as security for the payment of any such obligation or indebtedness to Stockbroker.

In enforcing its lien, Stockbroker at its sole discretion may determine which securities and/ or other property are to be sold or which contracts are to be enforced.

## 12. PAYMENT

### 12.1 Time of Payment

- 12.1.1 The Client shall make all remittances to Stockbroker (i.e. payment for all purchase transactions plus taxes, brokerage, handling charges and depository related fees and transaction fees of Stockbroker) 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. Provided that subject to Clause 6.1.4 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.
- 12.1.2 The Client will also have to make a margin payment for shares purchased and sold either for square-off or delivery or on derivative contracts. 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, Stockbroker can make a margin call to the Client who will need to have to pay the relevant margin as charged by the Exchange.
- 12.1.3 Stockbroker 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 Stockbroker), 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.
- 12.1.4 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.

## 12.2 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, 360 ONE DSL will not be responsible for any claim of receipt/ payment in cash by client from/ to 360 ONE DSL. In the case of a purchase transaction, the Client shall remit funds within the time period provided in sub clause 6.1.1 above to Stockbroker in any of the following ways:

- 12.2.1 Acceptable credit or debit card, provided Stockbroker has agreed to receipt of payment in this manner, or
- 12.2.2 Authorized electronic transfer of funds from Client's Bank Account to Stockbroker 's bank account in the same Designated Bank; or
- 12.2.3 Demand draft in favour of "360 ONE Distribution Services Limited – (Client's Login id) or account payee crossed cheques drawn on designated bank or any other bank with which the Client maintains a regular account, proof of which is provided at the time of payment. In the case of sub clauses (1) and (2) credit will be given to the Client immediately on authentication of payment authorization, however Client has to intimate Stockbroker immediately after making payment through option as mentioned in sub clauses (1) and (2). In the case of (3) credit will be given only on receipt of clear funds.
- 12.2.4 Payment referred to in sub-clauses (1), (2) & (3) shall be accepted only from Client's account.
- 12.2.5 Payment shall be made by the Client only as referred to in sub-clauses (1), (2) & (3) above. Stockbroker shall not accept/acknowledge/ give credit for any payment made in cash.
- 12.2.6 The client agrees to pay Rs.500/- to Stockbroker in case if the cheque deposited by client is bounced/ uncleared/rejected due to any reason. The same shall be deducted from the client' s ledger account held with the Stockbroker.
- 12.3 In the case of a sale transaction, Stockbroker shall remit funds to the Client within the time period provided in sub clause 6.1.3 above, provided the Client has delivered the securities sold to Stockbroker within the time prescribed in clause 8.1.1, in any of the following ways as may be requested by the Client:
  - 12.3.1 Electronic transfer of funds into the Bank Account of the Client opened with the Designated Bank.
  - 12.3.2 Electronic transfer of funds into any other bank account of the Client as may be specified by the Client, and accepted by Stockbroker; or
  - 12.3.3 Account payee cheque.
  - 12.3.4 All payments shall be made only in the name of the client.
- 12.4 Please note that the mode of payment should be only by way of account payee crossed cheques or Demand draft in favour of "360 ONE Distribution Services Limited – (Client's Login id). No cash receipts payments will be entertained for any transactions made by the client. 360 ONE DSL 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 360 ONE DSL.
- 12.5 Interface with a payment gateway will be offered to the Client at the portal itself.
- 12.6 **DEFAULT IN PAYMENT:** The Client agrees that Stockbroker 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 Stockbroker 's other rights (including the right to refer a matter to arbitration), Stockbroker 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 nonpayment 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.  
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 Stockbroker, Stockbroker shall be entitled to appropriate the monies maintained by the Client in the Minimum Margin Deposit towards its dues. The Minimum Margin Deposit with Stockbroker shall be subject to a lien for the discharge of any and all indebtedness or any other obligation that the Client may have to Stockbroker. The Ebroking 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.

Not with standing 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 2% per month or such other rate as may be determined by the Stockbroker.

The Client hereby authorizes the Stockbroker to directly debit the same to the account of the Client.

- 12.7 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.
- 12.8 The Client hereby agrees and understands that in case of any noncompliance and/ or default by the Client such as cheque bouncing, trade change, F&O short margin, UCC violation, price rigging or for any other matters as may be decided by Stockbroker from time to time, without prejudice to the Stockbroker 's other rights, Stockbroker may levy charges/ penalty(ies) on the Client and debit such charges/ penalty in the Client's account.
- 12.9 The Client authorizes the Stockbroker to use his discretion to buy, sell or close out any part or all of the contracts held in the Clients account with the Stockbroker for the protection of the Stockbroker, in case of any default by the Client. The Client agrees to reimburse any or all such incidental expenses incurred by the Stockbroker.

All the above policies and procedures of 360 ONE DSL as applicable to the client's trading account are subject to change/ updation by 360 ONE DSL from time to time. The updated policies and procedures of 360 ONE DSL shall be posted on the website of [www.360.one](http://www.360.one) and communicated to client through Circulars and e-mails.

**TERMS AND CONDITIONS-CUM-REGISTRATION/  
MODIFICATION FORM FOR RECEIVING SMS ALERTS FROM CDSL / NSDL**

**(\*Registration for receiving SMS alerts from CDSL / NSDL is mandatory for the client who are executing the POA in favour of stockbroker.)**

**ANNEXURE**

**DEFINITIONS:**

In these Terms and Conditions, the terms shall have following meaning unless indicated otherwise:

1. "Depository" means Central Depository Services (India) Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 17th Floor, P.J. Towers, Dalal Street, Fort, Mumbai 400001 OR National Security Depository Limited a company incorporated in India under the Companies Act 1956 and having its registered office at 4th Floor, 'A' Wing, Trade World, Kamala Mill Compound, Senapati Bapat Marg, Mumbai 400 013, and all its branch offices and includes its successors and assigns.
2. 'DP' means Depository Participant of CDSL / NSDL. The term covers all types of DPs who are allowed to open demat accounts for investors.
3. 'BO' means an entity that has opened a demat account with the depository. The term covers all types of demat accounts, which can be opened with a depository as specified by the depository from time to time.
4. SMS means "Short Messaging Service"
5. "Alerts" means a customized SMS sent to the BO over the said mobile phone number.
6. "Service Provider" means a cellular service provider(s) with whom the depository has entered/ will be entering into an arrangement for providing the SMS alerts to the BO.
7. "Service" means the service of providing SMS alerts to the BO on best effort basis as per these terms and conditions.

**AVAILABILITY:**

1. The service will be provided to the BO at his/ her request and at the discretion of the depository. The service will be available to those accountholders who have provided their mobile numbers to the depository through their DP. The services may be discontinued for a specific period / indefinite period, with or without issuing any prior notice for the purpose of security reasons or system maintenance or for such other reasons as may be warranted. The depository may also discontinue the service at any time without giving prior notice for any reason whatsoever.
2. The service is currently available to the BOs who are residing in India.
3. The alerts will be provided to the BOs only if they remain within the range of the service provider's service area or within the range forming part of the roaming network of the service provider.
4. In case of joint accounts and non-individual accounts the service will be available, only to one mobile number i.e. to the mobile number as submitted at the time of registration/modification.
5. The BO is responsible for promptly intimating to the depository in the prescribed manner any change in mobile number, or loss of handset, on which the BO wants to receive the alerts from the depository. In case of change in mobile number not intimated to the depository, the SMS alerts will continue to be sent to the last registered mobile phone number. The BO agrees to indemnify the depository for any loss or damage suffered by it on account of SMS alerts sent on such mobile number.

**RECEIVING ALERTS:**

1. The depository shall send the alerts to the mobile phone number provided by the BO while



registering for the service or to any such number replaced and informed by the BO from time to time. Upon such registration/change, the depository shall make every effort to update the change in mobile number within a reasonable period of time. The depository shall not be responsible for any event of delay or loss of message in this regard.

2. The BO acknowledges that the alerts will be received only if the mobile phone is in 'ON' and in a mode to receive the SMS. If the mobile phone is in 'Off' mode i.e. unable to receive the alerts, then the BO may not get/ get after delay any alerts sent during such period.
3. The BO also acknowledges that the readability, accuracy and timeliness of providing the service depend on many factors including the infrastructure, connectivity of the service provider. The depository shall not be responsible for any non-delivery, delayed delivery or distortion of the alert in any way whatsoever.
4. The BO further acknowledges that the service provided to him is an additional facility provided for his convenience and is susceptible to error, omission and/ or inaccuracy. In case the BO observes any error in the information provided in the alert, the BO shall inform the depository and/ or the DP immediately in writing and the depository will make best possible efforts to rectify the error as early as possible. The BO shall not hold the depository liable for any loss, damages, etc. that may be incurred/ suffered by the BO on account of opting to avail SMS alerts facility.
5. The BO authorizes the depository to send any message such as promotional, greeting or any other message that the depository may consider appropriate, to the BO. The BO agrees to an ongoing confirmation for use of name, email address and mobile number for marketing offers between CDSL / NSDL and any other entity.
6. The BO agrees to inform the depository and DP in writing of any unauthorized debit to his BO account/unauthorized transfer of securities from his BO account, immediately, which may come to his knowledge on receiving SMS alerts. The BO may send an Email to CDSL at complaints@ cDSL

india. com. OR NSDL at relations@nsdl.co.in. The BO is advised not to inform the service provider about any such unauthorized debit to/transfer of securities from his BO account by sending a SMS back to the service provider as there is no reverse communication between the service provider and the depository.

7. The information sent as an alert on the mobile phone number shall be deemed to have been received by the BO and the depository shall not be under any obligation to confirm the authenticity of the person(s) receiving the alert.
8. The depository will make best efforts to provide the service. The BO cannot hold the depository liable for non-availability of the service in any manner whatsoever.
9. If the BO finds that the information such as mobile number etc., has been changed without proper authorization, the BO should immediately inform the DP in writing.

#### FEES:

Depository reserves the right to charge such fees from time to time as it deems fit for providing this service to the BO.

#### DISCLAIMER:

The depository shall make reasonable efforts to ensure that the Bo's personal information is kept confidential. The depository does not warranty the confidentiality or security of the SMS alerts transmitted through a service provider. Further, the depository makes no warranty or representation of any kind in relation to the system and the network or their function or their performance or for any loss or damage whenever and howsoever suffered or incurred by the BO or by any person resulting from or in connection with availing of SMS alerts facility. The Depository gives no warranty with respect to the quality of the service provided by the service provider. The Depository will not be liable for any unauthorized use or access to the information and/ or SMS alert sent on the mobile phone number of the BO

or for fraudulent, duplicate or erroneous use/  
misuse of such information by any third person.

#### LIABILITY AND INDEMNITY:

The Depository shall not be liable for any breach of confidentiality by the service provider or by any third person due to unauthorized access to the information meant for the BO. In consideration of the depository providing the service, the BO agrees to indemnify and keep safe, harmless and indemnified the depository and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a depository may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference

with or misuse, improper or fraudulent use of the service by the BO.

#### AMENDMENTS:

The depository may amend the terms and conditions at any time with or without giving any prior notice to the Bos. Any such amendments shall be binding on the BOs who are already registered as user of this service.

#### GOVERNING LAW AND JURISDICTION:

Providing the Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai.

## TERMS & CONDITIONS FOR DISTRIBUTION OF SECURITIES

The Stockbroker is also engaged in marketing and distribution of IPOs of Securities of Issuers and registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor. The Stockbroker is providing a facility through its ONLINE services to apply/purchase/redeem/sale/buyback or otherwise deal in the units of Mutual Funds and securities (hereinafter referred to as 'transactions') through its website (located at url <http://www.indiaonline.com> and such other internet sites that the stockbroker may launch).

The Client wishes to avail of the facility of the said transactions and such other facilities offered through the stockbroker's website on the following terms and conditions set forth herein below. The terms and conditions contained herein are binding on the client. The client has agreed to obtain services from the Stockbroker after fully understanding the terms and conditions. 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.

- 1) The client shall authorize the stockbroker by executing a Power of Attorney in the favour of the stockbroker 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 (using the identification number issued by any Mutual Fund from time to time) 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.

- 2) All instructions given by the client/ its authorized representative shall be binding on the client. The stockbroker may furnish a certified copy of the Power of Attorney and other documents on behalf of the client to the Company/ Registrar/ Mutual Fund or any third party.
- 3) 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.
- 4) The instructions with regard to the transactions may be given through internet or telephone or any other reasonable mode as permitted by the stockbroker.
- 5) The stockbroker may refuse to act on any instructions unless they are given in the manner and form acceptable to the stockbroker. However, the stockbroker 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 the stockbroker liable on account of the stockbroker acting in good faith on instructions given by the client or its authorized representative
- 6) The stockbroker may at its discretion not carry out the client's instruction where the stockbroker has reasons to believe (which discretion of the stockbroker the client shall not question or dispute) that the instructions are not genuine or are otherwise improper/ unclear/ raise a doubt. The stockbroker shall not be liable if any

- instructions are not carried/partly carried out for any reason, whatsoever.
- 7) The client understands and agrees the mutual fund/RTA/ Issuer Company may cancel, close or reject any contract suo-moto without giving any reason thereof. In the event of such cancellation, closure or rejection, the stockbroker shall be entitled to cancel relative contract(s) with Client.
  - 8) 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, the stockbroker shall be entitled to cancel relative contract(s) with Client.
  - 9) In case of Mutual Funds, the client agrees and acknowledges that the stockbroker shall provide the facilities as provided in this agreement only in respect of the select Mutual Funds, with whom the stockbroker has entered into a separate arrangement/ agreement.
  - 10) 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 stockbroker 's website; before entering into any transactions through the website and agrees to abide by the terms, conditions, rules and regulations as applicable from time to time.
  - 11) The client shall ensure that the transactions through the stockbroker are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. The stockbroker 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 stockbroker based on its risk perception and other relevant factors.
  - 12) The stockbroker shall not be under any duty to verify compliance with any restriction on the client's investment powers.
  - 13) The client is responsible for the personal and bank related details provided by the client. Neither the stockbroker nor any of the Mutual Funds/ Issuers or their respective Registrars shall accept any liability which may arise as a consequence of the erroneous information provided by the client.
  - 14) The client agrees that the stockbroker 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 the stockbroker under this agreement.
  - 15) 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 demat account to the stockbroker giving intimation of the change.
  - 16) The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by the stockbroker from the Asset Management Company.
  - 17) The Client agrees that the client shall not, without prior intimation and acknowledgement of the stockbroker, deal/liase with the Issuer Company/ Mutual Fund/ Asset Management Company or its respective Registrars in respect of the services availed under this agreement.
  - 18) Further, any change in the details of the client including but not limited to the Demat account, Bank Account, Address, shall be first intimated to the stockbroker who may in turn liaise with the Issuer Company/ Mutual Fund/Asset Management Company or its respective Registrars to update such changes. The Issuer Company/ Mutual Fund/ Asset Management Company or its respective Registrars may reject such requests and in such an event the stockbroker shall not be liable for any such rejection.
  - 19) The client further agrees that the client shall not close/change the details of the Demat account/ Bank account without prior notification to the

Stockbroker and the Client agrees that the stockbroker may instruct the Depository Participant/ Bank of the Client to reject any such request received from the Client.

- 20) The Client shall provide the stockbroker with its Permanent Account Number (PAN). In the event the Client has mentioned "Not Applicable" against PAN in the Application Form, the client confirms that the client is exempted from obtaining a PAN under the provisions of the Income Tax Act, 1961. However, in the event the client's bid /application is for Rs. 50,000 or more and PAN is not provided, the client shall be required to submit Form 60 or Form 61 as the case may be together with permissible documents as proof of address.
- 21) The client acknowledges that the purchase / application instructions shall be processed by the stockbroker only after sufficient funds to cover the purchase / application price and other costs and charges are received by the stockbroker.
- 22) If after execution of any transaction it is for any reason found that the stockbroker has not been provided with sufficient funds by the client, the client shall pay the deficient amount to the stockbroker forthwith on demand, failing which the stockbroker 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 the stockbroker the additional amount that may be payable by the client, the stockbroker's demand being conclusive.
- 23) The client declares and confirms that the amount being invested by the client either directly or through its Power of Attorney holders, 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 statute or legislation or any other applicable Laws or any Notifications, directions issued by any

Governmental or Statutory Authority from time to time.

- 24) 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.
- 25) If for any reasons, the stockbroker is unable to carry out the transactions as instructed by the client/ Client's authorized representative to the extent of full quantity of units/ securities, the stockbroker shall be entitled at its discretion and the client hereby irrevocably authorizes the stockbroker to carry out a transaction of a lesser quantity of units/ securities. The stockbroker shall not be responsible for the non-execution of the client's instructions for the entire quantity or the remaining quantity.
- 26) 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 stockbroker 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.
- 27) In case of Mutual Fund, applicable Net Asset Value (NAV) shall be as per the Offer Document and SEBI Rules and Regulations. The units of scheme shall be allotted, redeemed or switched, as the case may be, at the NAV prevalent on the date of the application, if the application for purchase, redemption or switch is received by the Fund before the cut-off time as specified on the website and consistent with the terms of the scheme. Any request falling due on holiday would be processed on the next business day and respective NAV would be applicable as per Mutual Funds offer documents.
- 28) In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by the Stockbroker only if the same is received by the cutoff date as indicated on the website and consistent with the terms of the offer.
- 29) The client agrees and acknowledges that after the first purchase transaction in any Mutual Fund, the client may not be permitted to transact

till the folio number is allotted. The stockbroker does not accept any liability for delay in processing time at the Mutual Fund's or Registrar's end.

- 30) The stockbroker shall credit the proceeds of the sale/ redemption etc., if received by the stockbroker, any of the Investment Products only after the stockbroker has received the same unless specifically agreed otherwise.
- 31) The Client acknowledges that the stockbroker 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 the stockbroker, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 32) It is explicitly stated herein that the Mutual Fund Schemes/Offer Documents/ other schemes offered by the stockbroker, have not been/ shall not be understood as recommended by the stockbroker.
- 33) The client can view his/ her/ its transactions on the website. A physical copy of the transactions statement or the account statement shall be sent by the stockbroker only on a written request from the client.
- 34) In case an application is made for Initial Public Offer/Public Offer/ Units of Mutual Fund through the stockbroker, the client authorizes the stockbroker to collect on client's behalf, the refund amount, if any, from the Issuer Company/Registrar/ Asset Management Company/Mutual Fund 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.
- 35) The client further agrees that the stockbroker shall not be held responsible for non-allotment of securities either fully or partly to the client, for any reason whatsoever. The stockbroker 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.

- 36) The stockbroker shall not be held responsible for non – receipt/ delay in/ incorrect receipt of fund, if any, from the Registrar/ Company. The stockbroker shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar/ company, if applicable, or for no receipt or delay in/ incorrect receipt of TDS Certificate, if any from the Registrar/ Company/ Mutual Fund.
- 37) The stockbroker shall not be liable for any loss or damage caused by reason of failure or delay of the mutual fund to deliver any units purchased even though payment has been made for the same or failure or delay in making payment in respect of any sold though they may have been delivered.
- 38) The client understands that the corporate actions including but not limited to Dividends, declared by the Issuer Company/ Mutual Fund shall be directly paid by the Issuer Company/Mutual Fund to the client.
- 39) The stockbroker shall also not be liable to the client for any delay, failure or refusal of the Mutual Fund/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.
- 40) The client agrees to provide the stockbroker with any confirmation/ declaration or any other document that the concerned Issuer/ Asset Management Company or any other entity may from time to time require the stockbroker to collect from the client in respect of the services offered under this agreement.
- 41) The stockbroker shall not be responsible for any changes in the data of any scheme as carried out in the Offer document or any other documents/ material issued by Asset Management company/ Issuer Company/ Mutual Fund.
- 42) The stockbroker 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 stockbroker shall not be liable or responsible for not executing any transactions for any reason, whatsoever.

- 43) Neither the stockbroker, nor any of the Mutual Funds/nor the issuer shall be liable for any failure to perform its obligations, to the extent that such
- 44) The client agrees and understands that the application in Mutual Fund/ 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 Mutual Fund/ Issuer.
- 45) 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.
- 46) The stockbroker shall provide its services on a best efforts basis. However, in respect of mutual funds, other securities, including but not limited

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.

to Initial Public Offering, Rights issue, Buy Back Offers offered through its website the stockbroker 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 of the client
- d) Any incidental, special or consequential damages including without limitation of loss of profit.

**Terms and Conditions for availing Mutual Fund Service System (MFSS) facility and BSE STAR MUTUAL FUND offered by NSE and BSE respectively**

**1. Definition:**

In these terms and conditions, the terms shall have following meaning unless stated otherwise:

1. "BSE" shall mean Bombay Stock Exchange Limited
2. "Exchanges" shall mean NSE and BSE jointly
3. "Investor/ Client" shall mean client of the Participant who have requested for registration for Mutual Fund Trading facilities.
4. "Participant" shall mean 360 ONE Distribution Services Limited
5. "Mutual Fund Transaction Facilities" shall mean MFSS and BSE STAR MUTUAL FUND jointly
6. "NSE" shall mean National Stock Exchange of India Ltd.

**2. Pre-requisites:**

Pre-requisites for becoming Investor/ Client for the Mutual Fund Transaction facilities

- 2.1 The Client is desirous of investing in units of mutual fund schemes through Mutual Fund Transaction facilities.
- 2.2 The Client intends to execute his/her instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the Mutual Fund Transaction facilities.
- 2.3 The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 2.4 The Client has approached to the Participant with the application for availing the Mutual Fund Transaction facilities.
- 2.5 The client has submitted relevant KYC (Know Your Client) details to the Participants.

**3. Terms and Conditions:**

- 3.1 The client shall be bound by circulars issued by Exchanges, Rules, Regulations and circulars issued

there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.

- 3.2 The client shall notify the Participant in writing if there is any change in the information in the 'client registration form' provided by the client to the Participant at the time registering as a client for participating in the Mutual fund transaction facilities or at any time thereafter.
- 3.3 The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 3.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 3.5 The client shall be wholly responsible for all his investment decisions and instruction.
- 3.6 The client shall ensure continuous compliance with the requirements of the NSE, BSE, SEBI and AMFI.
- 3.7 The Client shall pay to the Participant fees and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Participant renders to the Client.

3.8 The client will furnish information to the Participant in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

3.9 In the event of non - performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSE or NSCCL or BSE.

3.10 In case of any dispute between the Participants and the investors arising out of the Mutual Fund Transaction facilities, NSE and/or



NSCCL and BSE agrees to extend the necessary support for the speedy redressal of the disputes.

4. Additional Terms and conditions:

- 4.1 The client understands and agrees that 360 ONE Distribution Services Limited shall make available the Mutual Fund Transaction Facilities for the schemes of Mutual Funds which have entered into an agreement with 360 ONE Distribution Services Limited. (“eligible schemes”).
- 4.2 Mutual fund Transaction Facilities provided by 360 ONE Distribution Services Limited shall be available for the units of the eligible schemes which are in dematerialized form. The said facility shall not be provided for the units of the schemes which are not available in dematerialized form.
- 4.3 Client agrees to provide the correct information with respect to its account including information with regard to Bank and Demat account of the client. Any loss/ damages caused due to wrong information being submitted by the client shall be sole responsibility of the client and the client shall keep the Participant indemnified for the same.
- 4.4 Fees: Participant reserves the right to charge such fees from time to time as it deems fit for providing the services to the Client and the Client agrees and undertakes to pay fees/brokerage and statutory levies/charges as may be levied by the Participant from time to time.
- 4.5 The Client agrees and understands that the Participant is only a facilitator for the client for applying in the Mutual Fund units. Allotment of units shall be at the sole discretion of the respective Asset Management Company (“AMC”) and the Participant shall not be held liable or responsible for any act/deed/ non-action of the AMC.
- 4.6 The client agrees not to hold the Participant responsible for any transactions rejected by the Exchanges/ AMC due to any reasons. 4.7 The Client agrees and undertakes to provide funds to the Participant equivalent to the subscription amount and applicable brokerage/ fees/ charges before applying for mutual fund units through the Participant. The client further agrees and authorizes the Participant to utilize the surplus

funds in the client’s Broking account held with the Participant in its capacity as a Stockbroker and transfer funds to the extent of subscription amount and/ or applicable brokerage, fees and charges (in case of both subscription and redemption) to meet the debit in the client’s Mutual fund transaction account.

- 4.8 The Client agrees and understands that in absence of sufficient funds in the client’s account, the Participant may not execute the client’s instruction for applying in any Mutual fund scheme.
- 4.9 The client agrees and understands that in case physical documents are being submitted for any transaction, the Client shall be solely responsible for the timely submission of the same. Participant shall not be responsible for any lost profits or charges levied by Exchanges/ AMC, etc due to non-submission of documents within the prescribed time limits.
- 4.10 The client agrees that before giving any instruction for sale/redemption order of Mutual fund units, the client shall ensure that the required Mutual Fund units are transferred from the client’s demat account to such account as may be prescribed by the Participant. The Client agrees and understands that the Participant shall check the availability of units prior to execution of sale/ redemption order and in case of non-availability of the same the Participant shall have a right to reject/refuse the order. The Participant shall not be held responsible for non-execution of any order in case the units are not available in the account as prescribed by the Participant.
- 4.11 The Client agrees that the Participant may refuse to execute any buy/ sell order or allow any trade or reject any trade as per its Risk Management Policy or for any other reason as it may deem fit, from time to time, without any obligation of prior intimation to client and the client agrees to abide by the same.
- 4.12 In case of units wrongly/ erroneously subscribed and delivered in my account, the Participant is authorized to automatically transfer the units in its pool/ beneficiary or other account without client’s consent.

- 4.13 The Client agrees and understands that the terms and conditions as mentioned in the Member - Client agreement and Annexure thereto, clauses pertaining to Internet Trading and DP - Client agreement entered into with the Participant in its capacity as Stockbroker and Depository Participant continues to remain applicable for transacting in Mutual Fund units.
- 4.14 The client agrees to receive all trade confirmations, statements including statement of account, etc in electronic form at the email id provided by the client in the KYC form or as would be changed and intimated to the Participant from time to time.
- 4.15 The client agrees to indemnify and keep safe, harmless and indemnified the Participant and its officials from any damages, claims, demands, proceedings, loss, cost, charges, penalties and expenses whatsoever which a Participant may at any time incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the mutual fund transaction facilities by the Client.
- 4.16 The Client and the Participant agrees to refer any claims and/ or disputes to the Arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 4.17 The Participant may amend the terms and conditions with a notice to the Client.
- 4.18 Instructions issued by Authorized representatives, if any of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 4.19 The Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai
- 4.20 The Client have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the Participant from time to time.
- 4.21 The Client is aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the Participant for providing the mutual fund transaction facilities.

## Terms and Conditions for Systematic Investment in Mutual Fund and/or Securities

### 1. DEFINITIONS:

In these Terms and Conditions, the terms shall have following meaning unless indicated otherwise:

- “AMC” means Asset Management Company licensed by Securities and Exchange Board of India (“SEBI”) as an asset manager offering various mutual fund schemes.
- “Bank(s)” means any bank or a financial institution or any service provider operating in India with which 360 ONE DSL has entered into an agreement for offering various facilities through the Internet, which facilities and services including net banking facilities and providing authorization (from third party clearing house networks) and settlement facilities in respect of payment instructions initiated by the Client on the 360 ONE DSL online MF Account and/or Website using credit /debit card/online banking account.
- “360 ONE DSL online MF Account” means an online account provided by 360 ONE DSL to the Client through which the Client undertakes transactions in mutual fund units.
- “ISC” means Investors Service Center managed and provided by the Mutual Funds or their Asset Management Companies to service the investors.
- “SIP” means Systematic Investment Plan for investment in mutual fund units as offered by AMCs for various mutual fund schemes launched by them and/or systematic investment in securities.
- “SIP Instruction” means instructions given by the client for SIP. SIP instruction can be given only for purchase and not for sale of securities/mutual fund units.
- “SIP Period” means the total period of SIP as per the SIP Instruction.
- “SIP Frequency” means the frequency of SIP as provided in SIP Instruction. Such frequency can be fortnightly, monthly or quarterly as may be permitted by 360 ONE DSL/ AMC.
- “SIP Start Date” means the date specified in the SIP Instruction to start the SIP
- “SIP Debit Amount” means the amount of SIP as specified by client for execution of SIP instruction. In case of mutual fund units, it shall be as specified by AMCs for respective mutual fund schemes as selected by client and in case of SIP in securities, it shall comprise of SIP value and applicable taxes, charges and brokerage.
- “SIP Value” means (SIP Quantity \* Market price of security on SIP Due date) + applicable taxes/brokerage/charges)
- “SIP Quantity” means the units of mutual fund and/or quantity of securities that shall be purchased as per the 'SIP Instruction'
- “SIP Order” means each transaction to be executed in the client's account as per SIP instruction.
- “SIP Due date” means the date on which the amount payable towards the SIP order becomes due which shall be two days prior to the SIP order date.
- “SIP Order date” means the date on which SIP order becomes due for execution.
- “SIP Execution Date” means the dates on which the order will be executed in client's account as per the SIP instruction.
- “360 ONE DSL” means 360 ONE Distribution Services Limited.
- “SIP Installment No” means Serial Number of the purchase order that will be executed as per SIP instruction.

### 2. INSTRUCTION:

a) A client can give one or more SIP Instructions. Such instructions may be given either in writing or through the online facility provided by 360 ONE DSL or through recorded telephone lines. Maximum Number of scrips that may be selected in single STOCKSIP application is 10. In case of SIP in Mutual Fund units, only one mutual fund scheme can be selected at a time.

b) Client shall provide all the details in the SIP Instruction including the SIP Debit Amount, SIP debit amount, SIP frequency and SIP period.

c) Client shall provide 360 ONE DSL with a copy of valid Permanent Account Number ("PAN") and other details as required in the format as may be prescribed by 360 ONE, AMC and/or CDSL Ventures (India) Limited (CVL) or any other authority or body that may be appointed for providing KYC verification by the regulator from time to time for all registered applicants.

a) For execution of SIP transaction through 360 ONE DSL online MF Account, client has to subscribe for the said service by filling up the Subscription Form. Registration granted to the Client comprises a non-transferable, revocable and non-exclusive license to use the 360 ONE DSL online MF Account for bonafide purposes only.

b) Client may cancel the SIP Instruction at any time by submitting the request in writing or through the online facility provided by 360 ONE DSL. Such cancellation request should be received by 360 ONE DSL at least 30 days prior to the next SIP Due Date. In case of any SIP Due date falling during the notice period of such cancellation request, 360 ONE DSL may at its sole discretion debit the SIP Debit Amount on such SIP Due date and execute the SIP order on the SIP order date.

c) The cancellation of the SIP instruction shall be effective from such date as may be intimated by 360 ONE DSL.

d) The Client shall fulfill all the obligations arising in the client's account before the effective date of such cancellation of the SIP instruction.

Transaction Process and Delivery Mechanism for Mutual Funds. In case of SIP through ledger: A user can start a SIP (first order) only on the prospective START DATE selected from the list of AMC specified dates e.g. if Registration Date is July 16 and client opts for ledger option and specified dates are 5,10,15,20,25 then first order of SIP can go earliest only on July 20. If user registers a SIP on July 20, then the first order can be generated on July 20, itself.

In case of SIP through Bank: A user can start a SIP (first order) only on the prospective START DATE selected from the list of AMC specified dates e.g.

if Registration Date is July 16 and specified dates are 5,10,15,20,25 then first order of SIP can go earliest only on August 20. There will be a gap of 30 days in SIP registration date and SIP START DATE.

However, after receiving SIP registration requests from CLIENTS, 360 ONE Distribution Services Limited will register the SIP as per client request on BSE STARMF/ MFSS, the subsequent orders will be generated in the selected specified Date only.

Accordingly, the CLIENT will be required to maintain sufficient balance in his ledger in case of SIP through LEDGER /BANK. After matching the funds pay-in with the funds obligations of client, 360 ONE will process the subscription details and forward the same to the BSE Star MF/ MFSS for necessary action at their end. The settlement will take as per the settlement calendar provide by BSE/NSE from time to time. Transactions executed through Online MF Account:

- Only client shall be permitted to access and use the 360 ONE DSL online MF Account on the website on its behalf, and any Transaction that takes place as a result of the same under such 360 ONE DSL online MF Account shall be deemed to be authorized by the Client. The Client shall execute a Power of Attorney in favour of 360 ONE Distribution Services Limited in the prescribed format.
- The Client shall be provided a single login-id and password for the 360 ONE DSL online MF Account.
- The Clients monies for any Transaction shall be collected in 360 ONE DSL's pool account and then transferred to the respective AMC or may be directly transferred from the Clients account to the respective AMCs account, as the case may be.
- With respect to any Transaction pertaining to mutual funds, the Client will get the website account statement in electronic format.
- All the purchase transactions pertaining to mutual funds, made through the 360 ONE DSL online MF Account and/or website shall be allotted an online folio number or will get added to an existing online folio no.

- The client cannot execute any transaction of the mutual fund units falling under an online folio through the AMC or an ISC or any other entity or platform other than 360 ONE DSL online MF Account and / or the website. For executing transactions through an AMC or an ISC or any entity other than 360 ONE DSL online MF Account and/or the website, the client requires to get the online folio converted to an offline folio through a duly signed written request submitted to 360 ONE DSL in the format as specified on the website. The request would be subsequently confirmed by the AMC and the conversion of the online folio to an offline folio shall take place within 15 business days from the date of submission of such request to 360 ONE DSL.
- Existing folios of clients can be converted to an online folio by giving a duly signed written request to convert such existing folios into online folios to AMCs in their specified format and to 360 ONE DSL in format as specified on the website. The offline folios will be converted into online folios after the subsequent confirmation of the same by the AMC to 360 ONE DSL.

### 3. PAYMENT:

- Client can make the payment towards execution of SIP either by giving ECS mandate/Standing Instruction to its designated bank for transfer of funds towards SIP Debit amount OR by giving Authorization to 360 ONE DSL to debit clients ledger account for SIP Debit Amount.
- Mode of payment for SIP Debit Amount cannot be modified during the SIP period.
- The client shall not revoke such ECS mandate / Standing Instruction/ Ledger Debit Authorization during the SIP period. In case the same is revoked during the SIP period, 360 ONE DSL at its sole discretion may terminate the SIP Instruction given by the client.
- 360 ONE DSL shall execute the SIP order as per the SIP Instruction on the SIP Execution date. Any excess SIP amount transferred through the ECS mandate in client's account shall be retained in the client's trading account maintained with 360 ONE DSL. No interest shall be payable by 360 ONE DSL on such excess amount retained in the client's

account. On written request of the client, 360 ONE DSL may release such excess SIP amount in the client's account.

- In case of SIP in securities, SIP Debit Amount shall be arrived at as below:

For Payment Through bank (ECS/Standing Instruction):

In case of ECS through bank, SIP instruction can be given specifying the SIP Debit Amount and not the SIP Quantity.

In case of ECS through bank, SIP Debit amount can be debited from the investor's bank account on or before two days prior to the SIP order date.

Minimum SIP Debit Amount in case of ECS shall be Rs. 3000/-or value of 2 scrips as per previous closing price on the SIP Registration date whichever is higher. SIP Amount should be displayed on the basis of previous closing price of a particular security in NSE/BSE plus 10% of the SIP amount as free balance. For Example, if A wants to buy INFOSYS whose prev close market price is Rs. 2800. In such a case the SIP Debit Amount allowed for him  $\text{Rs. } 2800 + \text{Rs. } 280 (10\%) = \text{Rs. } 3080$

For SIP Payment through Ledger: The client can specify SIP instruction based on SIP Debit Amount or SIP Quantity. In case, Client gives SIP instruction based on SIP Quantity, the SIP Instruction shall be executed only when the available clear balance in the ledger account is equal to (previous closing price of the selected security plus 5% of the SIP amount as free

balance in his Ledger Account. For Example: On SIP date 5th Apr,2012, the previous close price of Infosys is Rs.1000, then 360 ONE DSL will debit  $(\text{Rs. } 1000 + \text{Rs. } 50 (5\% \text{ SIP amount as free balance})) = \text{Rs. } 1050$  in his 360 ONE Distribution Services Limited Linked Ledger.

- In case Client gives SIP instruction based on SIP Debit Amount, the SIP instruction shall be executed only when available clear balance in his ledger account is equal to previous closing of a particular security in NSE/BSE plus 10% of the SIP amount as free balance. For Example: On SIP date 5th Apr 2012, the previous close price of Infosys is Rs.1000, then 360 ONE DSL will debit  $(\text{Rs. } 1000 + \text{Rs. } 100 (10\% \text{ SIP amount as free balance})) = \text{Rs. } 1100$  in his 360 ONE DSL securities limited Linked Ledger

Mode of payment for SIP Debit Amount cannot be modified during the SIP period.

#### 4. EXECUTION OF SIP ORDER:

- a) 360 ONE DSL shall execute SIP Order subject to availability of clear funds in client's trading account/Bank account held with 360 ONE DSL on the SIP Order Date.
- b) Client shall be required to ensure that sufficient funds are available in client's \*ledger/Bank account (\*applicable on the basis of mode selected) on the SIP order date and SIP execution date. In case of insufficient funds your SIP order will not be executed which shall stand cancelled. There won't be any partial execution of SIP orders.
- c) Where Client has given Ledger Debit Authorization:  
In case of insufficient funds in the client's trading account on the SIP Execution date 360 ONE DSL shall at its sole discretion may not to execute the SIP order which shall stand cancelled.
- d) In case the SIP order date falls on a trading holiday/non-working day, the SIP order shall be executed on the immediate succeeding trading day at market rate as on that date.
- e) In case of non-execution of SIP order on the SIP order date due to any reasons beyond the control of 360 ONE DSL, 360 ONE DSL may at its sole discretion execute the said order on immediately succeeding trading day at market rate as on that date. The Client shall not hold 360 ONE DSL or any of its officers / directors liable or responsible for execution / non-execution of SIP instruction for any reasons beyond the control of 360 ONE DSL. All other Stock Exchange conditions viz. Shortages, Auction etc. as applicable to trading in securities shall remain applicable.
- f) If the trading account is deactivated for any regulatory or other reason, then the SIP instruction will not be executed.
- g) Client will receive e-mail and SMS to confirm the application details before the first SIP execution date on registered contact details with 360 ONE DSL.
- h) Subsequently, SIP instructions will be executed in an automated mode and client will not receive e-

mail or sms confirmation prior to execution of order on SIP execution day.

- i) If, on a SIP Execution Date, scrips selected by the customer reach upper or lower circuit, the SIP order will be kept live till market ends. In this case the order may or may not get successfully executed depending upon the market scenario.

#### 5. DEFAULT:

In case the client defaults in making payment towards the SIP obligations, the SIP Instruction shall be terminated at the sole discretion of 360 ONEWDSL. Apart from such termination, client shall also comply with the terms & conditions, if any prescribed by AMC/360 ONE DSL from time to time in this regard.

#### 6. TRADE CONFIRMATION:

- a) 360 ONE DSL shall send a trade confirmation/contract note to the client on its registered mobile no./ E-mail id for the SIP Order executed on behalf of the client at the client's registered e-mail id. Such confirmation/contract note shall be binding upon the client.
- b) Client shall be required to access and review the contract note/confirmation of the trades executed on its behalf. In case of any objection, client shall inform 360 ONE DSL of the same within 48 hrs. from the date of receipt of the contract notes/ confirmations.

#### 7. FEES/ BROKERAGE:

360 ONE DSL shall charge brokerage / transaction charges towards each SIP order executed in the client's account as per the SIP instruction. Such brokerage/transaction charges shall form part of the SIP Amount and shall be recovered by 360 ONE DSL by debiting client's trading account. Brokerage/fees will be charged as per policy of 360 ONE DSL and same will be intimated to client on time to time basis.

#### 8. TERMS OF MAIN AGREEMENT:

All the terms and conditions of the main agreement executed between the client and 360 ONE shall be also applicable to the SIP instruction and the client shall abide by the same at all times.

9. **LIABILITY AND INDEMNITY:**

- The Client shall be solely liable and responsible for making all the payments towards the SIP Order executed in the client's account. In case of execution of SIP order in absence of funds / insufficient funds in client's account, client shall immediately make payment towards the trade obligation.
- If the client defaults in making the payment due to 360 ONE DSL /respective Exchanges towards its trade obligations, 360 ONE DSL may at its sole discretion recover such amount due from the client by liquidating the client's position without prejudice to 360 ONE DSL's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation shall be charged to and borne by client.
- Client shall indemnify and keep indemnified 360 ONE and its directors / officers for all trades executed on behalf of the client as per the SIP instructions.
- Client will be liable to pay charges on any debit amount which arises due to SHORTFALL in SIP at such rates as may be decided by 360 ONE DSL from time to time.

10. **FORCE MAJEURE:**

360 ONE shall not be responsible for any losses, cost or damages, actual or notional, resulting directly or indirectly from any action / omission / suspension of trading, decision or ruling of any exchange or Regulatory, governmental or other body or of any other person which is beyond 360 ONE's control or any war, strike, lockout, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of order or other information or any break-down / failure or malfunction beyond the control of 360 ONE DSL or any third party in-charge of the same. The above force majeure event so not W exempt

the client to fulfill the obligations in his account with 360 ONE.

11. **TERMINATION:**

- a) Upon revocation of the Authorization given for Systematic Investment, all SIP Instructions given by the client shall stand cancelled. In case of SIP Due date of any SIP Instruction falling during the notice period of revocation of the authorization, 360 ONE DSL may at its sole discretion debit the SIP Amount on such SIP Due date and execute the SIP order on the SIP order date.
- b) Client shall fulfill all the obligations arising in the client's account before the effective date of such revocation of the authorization.

12. **AMENDMENTS:**

360 ONE DSL may amend, add, vary, cancel any of the terms and conditions either in whole or in part at any time with or without giving any prior notice to the Client. Any such amendment shall be binding on the client from the date of such amendment.

13. **GOVERNING LAW AND JURISDICTION:**

The SIP facility provided by 360 ONE DSL to client shall be governed by Laws of India and subject to jurisdiction of courts of Mumbai.

14. **DISCLAIMER**

- The client undertakes to have read and understood the Risk factors associated with the investment in commodities.
- Client shall be solely responsible for any losses in the client's account occurring due to such SIP instruction.
- Investments in securities and mutual fund are subject to market risks and there can be no assurance or guarantee that the objectives will be achieved. Clients are requested to read all the scheme related documents carefully before investing Each client is advised to consult his/her own financial advisor/professional tax advisors before availing of facility.

Name of stockbroker / trading member/ clearing member/ Depository Participant	360 ONE Distribution Services Limited
SEBI Registration No. and date:	BSE SEBI Registration No. (Cash): INZ000296339; Member Code 6633 Date -23/06/2016
	BSE SEBI Registration No. (F & O): INZ000296339 Date - 23/06/2016
	NSE SEBI Registration No. (CASH): INZ000296339 Member Code: 90070 Date - 10/12/2015
	NSE SEBI Registration No. (F & O): INZ000296339 Date - 10/12/2015
	NSE SEBI Registration (Currency Derivatives) INZ000296339 Date - 10/12/2015
	CDSLSEBI Registration No: IN-DP-573-2021 (DP-ID-12083300) Date - 30/06/2016
	NSDLSEBI Registration No. : IN-DP-573-2021 (DP-ID-IN304158) Date - 19/09/2016
	MCX SEBI Registration No. : INZ000296339 Date - 10/12/2015 Member Code 55860
	NCDEX SEBI Registration No. : INZ000296339 Date - 10/12/2015 Member Code 1239
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Email:	brokingcompliance@360.one
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For any grievance/dispute please contact 360 ONE Distribution Services Limited at the above address or Email ID- [grievances@360.one](mailto:grievances@360.one) and Phone no. +91 22 48765858

In case not satisfied with the response, please contact the concerned exchange(s) at NSE: [ignse@nse.co.in](mailto:ignse@nse.co.in) and Phone no. +91 22 2659 8190; BSE: [is@bseindia.com](mailto:is@bseindia.com) and Phone no. +91 22 2272 8097; MCX: [grievance@mcxindia.com](mailto:grievance@mcxindia.com) and Phone no. + 91 22 6649407; NCDEX: [ig@ncdex.com](mailto:ig@ncdex.com) and Phone +91 22 6640678