Rights & Obligation of Stock Brokers & Clients for MARGIN TRADING FACILITY (MTF)

CLIENT RIGHTS

1. Client shall receive all communications in a mode mutually agreed between the broker and the client regarding confirmation of orders/trades, margin calls, decision to liquidate the position / security.

2. Client shall be free to take the delivery of the securities at any time by repaying the amounts that was paid by the Stock Broker to the Exchange towards securities after paying all dues.

3. Client has a right to change the securities collateral offered for Margin Trading Facility at any time so long as the securities so offered are approved for margin trading facility.

4. Client may close / terminate the Margin Trading Account at any time after paying the dues.

CLIENT OBLIGATIONS

1. Client shall, in writing in his own hand or in any irrefutable electronic method, agree to avail of Margin Trading Facility in accordance with the terms and conditions of Margin Trading Facility offered by the broker, method of communication for confirmation of orders/trades, margin calls and calls for liquidation of collateral/security/position.

2. Client shall inform the broker of its intent to shift the identified transaction under Margin Trading Facility within the time lines specified by the broker failing which the transaction will be treated under the normal trading facility.

3. Client shall place the margin amounts as the Stock Broker may specify to the client from time to time.

4. On receipt of 'margin call', the client shall make good such deficiency in the amount of margin placed with the Stock Broker within such time as the Stock Broker may specify.

5. By agreeing to avail Margin Trading Facility with the broker, client is deemed to have authorized the broker to retain and/or pledge the securities provided as collateral or purchased under the Margin Trading Facility till the amount due in respect of the said transaction including the dues to the broker is paid in full by the client.

6. Client shall lodge protest or disagreement with any transaction done under the margin trading facility within the timelines as may be agreed between the client and broker.

STOCK BROKER RIGHTS

1. Stock Broker and client may agree between themselves the terms and condition including commercial terms if any before commencement of MTF.

2. Stock broker may set up its own risk management policy that will be applicable to the transactions done under the Margin Trading Facility. Stock broker may make amendments there to at any time but give effect to such policy after the amendments are duly communicated to the clients registered under the Margin Trading Facility.

3. The broker has a right to retain and/or pledge the securities provided as collateral or the securities bought by the client under the Margin Trading Facility.

4. The broker may liquidate the securities if the client fails to meet the margin call made by the broker as mutually agreed of liquidation terms but not exceeding 5 working days from the day of margin call.

STOCK BROKER OBLIGATIONS

1. Stock broker shall agree with the client the terms and condition before extending Margin Trading Facility to such client. However, for clients who already have existing trading relationship and want to avail of Margin Trading Facility, stock broker may take consent in writing in his own hand or in any irrefutable electronic method after stock broker has communicated the terms and conditions of Margin Trading Facility to such existing clients.

2. The terms and conditions of Margin Trading Facility shall be identified separately, in a distinct section if given as a part of account opening agreement.

3. The mode of communication of order confirmation, margin calls or liquidation of position/security shall be as agreed between the broker and the client and shall be in writing in his own hand or in any irrefutable electronic method. Stock broker shall prescribe and communicate its margin policies on haircuts/ VAR margins subject to minimum requirements specified by SEBI and exchanges from time to time.

4. The Stock Broker shall monitor and review on a continuous basis the client's positions with regard to MTF. It is desirable that appropriate alert mechanism is set up through which clients are alerted on possible breach of margin requirements.

5. Any transaction to be considered for exposure to MTF shall be determined as per the policy of the broker provided that such determination shall happen not later than T + 1 day.

6. If the transaction is entered under margin trading account, there will not be any further confirmation that it is margin trading transaction other than contract note.

7. In case the determination happens after the issuance of contract, the broker shall issue appropriate records to communicate to Client the change in status of transaction from Normal to Margin trading and should include information like the original contract number and the margin statement and the changed data.

8. The Stock Broker shall make a 'margin call' requiring the client to place such margin; any such call shall clearly indicate the additional/deficient margin to be made good.
9. Time period for liquidation of position/security shall be in accordance declared policy of the broker as applicable to all MTF clients consistently. However, the same should not be later than 5 working (trading) days from the day of 'margin call'. If securities are liquidated, the contract note issued for such margin call related transactions shall carry an asterisk or identifier that the transaction has arisen out of margin call.

10. The daily margin statements sent by broker to the client shall identify the margin/collateral for Margin Trading separately.

11. Margin Trading Accounts where there were no transactions for 90 days shall be settled immediately.

12. The stocks deposited as collateral with the stock broker for availing margin trading facility (Collaterals) and the stocks purchased under the margin trading facility (Funded stocks) shall be identifiable separately and there shall not be any comingling for the purpose of computing funding amount;

13. Stock Broker shall close/terminate the account of the client forthwith upon receipt of such request from the client subject to the condition that the client has paid dues under Margin Trading Facility.

TERMINATION OF RELATIONSHIP

1. The margin trading arrangement between the stock broker and the client shall be terminated; if the Stock Exchange, for any reason, withdraws the margin trading facility provided to the Stock Broker or the Stock Broker surrenders the facility or the Stock Broker ceases to be a member of the stock exchange.
2. The MTF facility may be withdrawn by the broker, in the event of client committing any breach of any terms or conditions therein or at anytime after due intimation to client allowing such time to liquidate the MTF position as per the agreed liquidation terms without assigning any reason. Similarly, client may opt to terminate the margin trading facility in the event of broker committing any breach of any terms or conditions therein or for any other reason.
3. In the event of termination of this arrangement, the client shall forthwith settle the dues of the Stock Broker. The Stock Broker shall be entitled to immediately adjust the Margin Amount against the dues of the client, and the client hereby authorizes the Stock Broker to make such adjustment.
4. After such adjustment, if any further amount is due from the client to the Stock Broker, the client shall settle the same forthwith. Upon full settlement of all the dues of the client to the Stock Broker, the Stock Broker shall release the balance amount to the client.
5. If the client opts to terminate the margin trading facility, broker shall forthwith return to the client all the collaterals provided and funded securities retained on payment of all the dues by clients.

TERMS & CONDITIONS RELATING TO MARGIN TRADING FACILITY (MTF) PROVIDED BY STOCK BROKER/TRADING MEMBER TO CLIENTS

Wiinance Financial Services Pvt. Ltd is extending MTF to its clients at BSE Ltd (BSE) and National Stock Exchange of India Ltd (NSE). Unless otherwise specified, the following terms and conditions shall be applied to either BSE or NSE.

Type of Stocks:	Only Equity shares that are classified as Group I Security as per SEBI Master circular no. SEBI/HO/MRD/DP/CIR/P /2016/135 dated December 16, 2016 shall be eligible for MTF. Stocks under MTF include the following; • Collateral Stocks: Group I Stocks deposited as Collateral by clients for availing MTF. • Funded Stocks: Group I Stocks purchased by clients under MTF.
Eligible Stocks:	Wiinance shall publish the list of eligible stocks under Collateral or MTF from time to time by placing it prominently at the secured log-in provided to client. For this purpose, PL shall exercise its discretion at all times to any of the following actions: 1. Exclude any Group I stock from being eligible as Collateral 2. Exclude any Group I stock from being eligible for provision of Margin Trading facility.

<table>
<tr><td>Margins:</td><td><u>Initial Margin:</u> Exposure to be availed by client under MTF shall attract upfront Initial Margin (IM) prescribed by Wiinance. Initial Margin may be deposited by client as Cash/ Group I Securities approved by Wiinance from time to time.

<u>Maintenance Margin:</u> Securities deposited as Margin shall be valued after appropriate haircut not less than VAR+ELM and marked to market at the close of every trading day. Exposure availed by client under MTF shall attract Maintenance Margin not less than the applicable Initial margin.</td></tr>
<tr><td>Inclusion of Accounts for POA</td><td>Where Client executed Power of Attorney in favour of Wiinance to operate the DP accounts for purposes referred therein, client shall authorise Wiinance to include the following accounts for of operation of such POA :

<table><tr><th>Sl.</th><th>Wiinance’s BO Account No</th><th>Purpose</th></tr><tr><td>1</td><td>1208350000012886</td><td>Securities Collateral for MTF</td></tr></table></td></tr>
<tr><td>Margin Calls:</td><td>Margin Calls shall be sent to client by way of mail and/or SMS to recoup the deficit in margins. Such clients shall be placed under square-up mode and no further exposure be permitted from next trading day. Client may meet the margin call by way of funds payment/sale of funded stocks/ deposit of additional collaterals stocks. If the client satisfies the margin call or the margin deficit is cleared due to favorable market conditions, the square up mode shall be removed on the subsequent trading day.</td></tr>
<tr><td>Maintenance Margin Call:</td><td>Client shall be required to meet the Maintenance Margin at all times. Maintenance margins calls shall be sent to client at the end of any trading day for the deficit in maintenance margin.</td></tr>
<tr><td>Mark to Market Margin Call:</td><td>Mark to market Margin Calls shall be sent to client where the Loan to Value exceeds 85% at an Exchange. Loan shall mean the ledger debit plus accrued interest under the Margin Trading facility. Value shall mean the Gross Value of funded stocks and Collateral Stocks deposited by client with Wiinance valued at last close price. The Margin call shall demand the client to bring additional Margins to keep Loan to Value within 80% level.</td></tr>
<tr><td>Failure to Meet Margin Calls by client:</td><td>If a margin call is made by Wiinance, client need to make good the same not later than 2 p.m. on the next trading day. In the event of client’s failure to meet the margin call, Wiinance shall re- work the margin deficit at the end of next trading day and may proceed with any of the following actions:

1. Maintenance Margin Call: Wiinance may liquidate funded/Collateral stocks to maintain the desired Maintenance Margin levels.
2. MTM Margin Call: Wiinance may liquidate the funded/Collateral stocks to bring the Loan to value within 80% level when the Loan to Value reach 90%.</td></tr>
<tr><td>Liquidation without prior notice to client:</td><td>If the Loan to value exceeds 90% at the close of any trading day, Wiinance may liquidate the funded/Collateral stocks to bring the Loan to value within 80% level.</td></tr>
<tr><td>Restriction on Sale of funded/collateral stocks:</td><td>Sale of Funded/ Collateral Stocks at MTF of an Exchange shall be restricted to that Exchange. Such stocks shall not be allowed to be sold at other exchange.</td></tr>
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Restrictions on Ageing of outstanding dues:	All MTF credits including payment received from client or net credit bills against sale of securities shall offset with the MTF debits on FIFO basis across BSE & NSE. Client agrees and undertake to repay the debits so as to maintain the age of the MTF debit not more than 75 calendar days. Wiinance may, at its discretion, initiate liquidation of the funded securities/margin securities to maintain the ageing of MTF debit within 75 calendar days.
Payment by Client:	Client shall explicitly indicate the Exchange for which a payment is made towards MTF due to daily reporting requirement to Exchanges. Client shall strictly avoid making single payment across the MTF ledgers of BSE/NSE. In case of an inadvertent payment, client shall inform Wiinance not later than the date of remittance intimating exchange wise bifurcations. Based on such intimation, Wiinance may pass Journal Entries to shift partial credit from the ledger where the actual payment from client is recorded.
Stock Concentration:	Wiinance may, at its discretion, prescribe restrictions on Stock Concentration to be applied to client(s) in terms of Stock Value and/or Holding Quantity. Wiinance reserve the right to measure the stock concentration at such conditions and at such points of time as it may deem fit. Stock concentration alerts shall be sent to client through mail and/or SMS when it crosses the preset threshold value for corrective actions. Wiinance reserves the right to add/modify the above terms with prior intimation to client and by placing the revised terms and conditions prominently at the secured log-in of the client at Wiinance.com