

POLICIES & PROCEDURES OF SSJ COMMODITIES PVT. LTD.

This document contains the policies and procedures of SSJ Commodities Pvt. Ltd. (SSJ Commodities / MEMBER) as are presently in force in relation to:

1. Setting up of exposure limits
2. Squaring off of market positions, collaterals and other securities
3. Refusal of CLIENT requests for fresh positions
4. Applicable Brokerage Rate
5. Imposition of penalty/delayed payment charges
6. Market and internal shortages
7. Suspension of CLIENT's account and deregistering of the CLIENT
8. Inactive / Dormant Account

The policies set out herein may be modified from time to time without prior notice in accordance with the rules, regulations and bye-laws of SEBI or the exchanges or other authorities or at the option of the MEMBER by way of notice of not less than 15 (fifteen) days to the CLIENT.

1. Setting up of CLIENT's exposure limits

- 1.1 The MEMBER shall be entitled to sanction trading limits to the CLIENT based on the margin lying to the credit of the CLIENT in the form of funds / securities / bank guarantees / fixed deposit receipts. The MEMBER at its sole discretion may refuse to accept any security as collateral / margin. In setting exposure limits for the CLIENT, the MEMBER shall be entitled to consider such factors as it may deem fit, including without limitation, the CLIENT's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of the MEMBER and such other factors or conditions which the MEMBER may consider relevant for the purpose. The MEMBER reserves liberty to vary the trading / exposure limits of the CLIENT depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the CLIENT and the MEMBER may be unable to inform the CLIENT of such variation, reduction, or imposition in advance. The CLIENT agrees that the MEMBER shall not be responsible for such variation, reduction, or imposition or the MEMBER's inability to route any order through the MEMBER's trading system on account of any such variation, reduction, or imposition of limits. The CLIENT further agrees that the MEMBER may at any time, at its sole discretion and without prior notice, prohibit or restrict the CLIENT's ability to place orders or trade in securities through the MEMBER or it may subject any order placed by the CLIENT to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by MEMBER/Stock Exchange/SEBI and any other reasons which the MEMBER may deem appropriate in the circumstances.
- 1.2 The CLIENT agrees that the losses, if any, direct or indirect, notional or otherwise, arising on account of such refusal or due to delay caused by such review or from any variation or

reduction of limits or any other aspect of the risk management policy / system, shall be borne exclusively by the CLIENT alone.

2. **MEMBER's right to square-off CLIENT's position, without giving notice to CLIENT**

- 2.1 CLIENT hereby confirms to make payments for its purchases and clear all debits before pay-in date and time as per schedule defined by the relevant Exchanges. The CLIENT is responsible for all orders executed in the CLIENT's account, including those orders that may have been executed without availability of the required funds or margin. If the CLIENT's account has any shortfall in the required for margin, the CLIENT shall, whether or not MEMBER intimates such shortfall, make good such shortfall, credit the required funds in the bank account via wire or personal cheque or account transfer or demand draft or any other similar mode and shall promptly communicate such transfer to the MEMBER. In case where a payment by the CLIENT is made vide cheque or any other such instrument/transaction issued in favour of the MEMBER, the MEMBER may at its discretion consider credit of such funds only upon clear realisation of such funds into its account. In case the MEMBER does not receive clear funds before due date (i.e. pay-in date and time) the MEMBER will have all rights to square-off position without any further intimation to the CLIENT. The cost and consequences of such action shall be entirely borne by CLIENT and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues.
- 2.2 Square-off of CLIENT's positions upon any shortfall in its account is a right of the MEMBER and not an obligation on the MEMBER. The CLIENT shall continue to be fully liable for all its trades, positions and obligations to the MEMBER whether or not such right to square-off is exercised by the MEMBER.
- 2.3 If payment / securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities placed as margin may be liquidated by the MEMBER at its sole discretion without further reference or prior notice to the CLIENT.
- 2.4 The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT agrees to comply with the MEMBER's requirement of payment of margin in the form of cash immediately, failing which, the MEMBER may sell the securities already placed with it as margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference or prior notice to the CLIENT.
- 2.5 The resultant or associated losses that may occur due to such square off shall be borne by the CLIENT alone and the CLIENT agrees that the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation / close out of positions will be applicable to any segment in which the CLIENT does business with the MEMBER. In exercise of the MEMBER's right and the CLIENT agrees that the choice of squared-off position shall be solely at the MEMBER's discretion.

- 2.6 Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the margin maintained by the CLIENT with the MEMBER as well as securities in CLIENT's demat account under power of attorney to the MEMBER. In exercise of the MEMBER's right to sell securities under the agreement, the CLIENT agrees that the choice of specific securities to be sold shall be solely at the discretion of the MEMBER.
- 2.7 The CLIENT accepts to mark all its transactions as Carry-forward or Intra-day / Margin. Accordingly, the CLIENT agrees that all transactions which are not marked as Intention to take Delivery may be squared-off by the MEMBER irrespective of credit balance of funds / availability of margin in CLIENT's account, before the close of market hours at such specific time as may be deemed appropriate by the MEMBER. The CLIENT accepts that the MEMBER is not under any obligation to square-off such transactions. Further, the MEMBER is not required to give any prior intimation to or seek approval from the CLIENT before such square-off of transactions. The CLIENT agrees that loss, if any, incurred on account of such square-off of positions or inability to square-off such positions will be borne solely by the CLIENT itself.

3. **Refusal of CLIENT requests for trades/transactions**

3.1 MEMBER is entitled in its sole discretion to:

- restrict or refuse execution of any orders for transaction in any commodity if transaction in such scrip is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges and/or the Regulator issued from time to time and the CLIENT shall not call in question any decision of MEMBER to restrict or refuse transactions in such scrips on the ground that transactions in such scrip are not in violation of the MEMBER's due diligence policy or the directives or guidelines of the Exchange and/or the Regulator or on the ground that the CLIENT has not been put on notice about the commodity on which trade restrictions have been imposed by the MEMBER;
- impose trade restrictions on any commodity having regard in particular to any one or more of the following factors viz. (i) market volatility, (ii) price sensitive announcements relating to any commodity, (iii) restrictions on trade volume imposed by the Exchange concerned, (iv) political instability in the country, (v) external aggression or internal rebellion, (vi) default by the CLIENT to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the securities market;
- refuse to accept or act upon any request/order, which in MEMBER's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or MEMBER's internal policies, without obligation to give the CLIENT its reasons for doing so;
- close out any transaction which may have been executed but which MEMBER was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature;

- disallow any trades or transactions in respect of certain securities or segments which may be below/above certain value/quantity as may be decided by MEMBER from time to time;
 - decline carrying out the instructions or refuse processing / transmitting the order of the CLIENT if MEMBER is uncertain of authenticity or is otherwise doubtful about the same for any reason.
- 3.2 MEMBER shall not be liable, if any instructions of the CLIENT are not carried out for any reason whatsoever and loss, if any, incurred on account of such refusal of CLIENT requests will be borne solely by the CLIENT itself.
4. **Applicable Brokerage Rate**
- 4.1 The MEMBER shall levy brokerage for the CLIENT's transactions as per the brokerage slabs mutually agreed with the CLIENT in the CLIENT Registration Form subject to the maximum rate prescribed by the Exchanges / SEBI. The CLIENT shall pay such fees, charges, and commissions as may be notified by the MEMBER from time to time depending upon the services availed by the CLIENT. The MEMBER may require the CLIENT to pay an upfront / advance service fee for availing the services offered by the MEMBER and the CLIENT shall pay such fee as and when so required.
- 4.2 Subject to such maximum prescribed rates, the MEMBER may revise the rates from time to time after intimation to the CLIENT of the revised rates and the date from which the revised rates shall take effect. The MEMBER may intimate the revised rates either in writing addressed to the CLIENT or by publishing the rate on its back-office website or in the CLIENT's back-office login or a combination of any such means. The CLIENT shall be deemed to have agreed to the change in brokerage rates upon transactions being executed on and from such effective date.
- 4.3 The CLIENT further agrees to pay any applicable taxes including the transaction tax, service tax, duties and levies as may be levied on the transaction from time to time, Exchange Transaction charges and other charges based on value traded or otherwise as may be levied by the relevant Exchanges / Statutory Bodies or as determined by the MEMBER from time to time.
- 4.4 The applicable Stamp Duty payable on any instruments relating to any transaction including without limitation any stamp duty payable on Contract Notes issued pursuant to transaction executed shall be payable by the CLIENT. Without prejudice to the generality of the above clause, the CLIENT also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the CLIENT residing in any other state other than the state of Maharashtra.
- 4.5 The CLIENT shall pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred / determined or suffered by the MEMBER as a result of the CLIENT's default, including without limitation, due to dishonour of cheques. The CLIENT may be charged separately for online trading application, advance subscription charges, SMS

charges, research subscription charges, demat charges on transactions through the Broker Margin/Beneficiary Account towards pay-in / pay-out / pledge of securities to Broker Margin/Pledge Account or Exchange Pledge Account or CLIENT's Beneficiary Account, incurred directly or indirectly, for and behalf of the CLIENT.

5. **Imposition of penalty/delayed payment charges**

5.1 CLIENT agrees and confirms that it will be liable to pay delayed payment charges for non-making of payment or short payment of their pay-in/margin/mark-to-market obligation as per the Exchange / MEMBER's requirement/schedule, at the rate of 2% per month or part thereof or such other rate as may be determined by the MEMBER. No interest shall be payable by the MEMBER on any credit balance in CLIENT's account. The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged to the CLIENT's account at the end of each month/such other interval as may be decided by the MEMBER. The above interest shall become due and payable at the end of each month/such other interval decided by the MEMBER or on termination of this agreement as per the provisions herein, whichever is earlier.

5.2 Without prejudice to the MEMBER's other rights, the MEMBER shall be entitled to liquidate / close-out all or any of the CLIENT's securities / positions for non-payment of margin 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.

5.3 The CLIENT agrees that the MEMBER may impose fines / penalties for margin shortage / any order / trades / deals / actions of the CLIENT which are contrary to this agreement/rules/regulations/bye-laws of the Exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the MEMBER has to pay any fine/penalty/interest/charges in any form or bear any punishment from any authority in connection with/as a consequence of / in relation to any of the orders / trades / deals / actions of the CLIENT, the same shall be additionally borne by the CLIENT.

6. **Shortages arising out of Market**

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

6.2 If a seller CLIENT fails to deliver any one or more securities to the MEMBER in respect of the securities sold by CLIENT, in such case, short delivering CLIENT is debited by an amount equivalent to 5% (or such other % as may be revised by the MEMBER from time to time) above the highest of the closing prices between the Trade (T) date and settlement date.

6.3 The CLIENT (buyer or seller) understands and acknowledges the same and undertakes that it shall not hold the MEMBER responsible for any loss or damages arising out of the same.

7. **Suspension and deregistering of CLIENT's Account**

7.1 If the CLIENT apprehends that security of his account has been breached, the CLIENT shall in writing to the MEMBER, request suspension of transactions in the CLIENT's account and MEMBER may on receipt of such request suspend transactions in the account. The CLIENT shall ensure pay-in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which MEMBER without further reference to the CLIENT shall square off all open derivative positions prior to suspending the account. The account of the CLIENT shall, if suspended, remain so suspended until such time as the CLIENT's request in writing for reactivation of the account is not received by MEMBER. Provided always that MEMBER may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the CLIENT lying with it in the CLIENT's account towards full or part recovery of the dues owing by the CLIENT without prior notice or consent of the CLIENT.

7.2. MEMBER may at any time, as it considers necessary in its sole discretion and without prior notice to the CLIENT, prohibit, restrict or suspend the CLIENT's access to or use of the services provided to the CLIENT under this Agreement, whether in part or entirely.

7.3 MEMBER reserves the right to suspend or terminate this Agreement and deregister the CLIENT without prior notice in the event of:

- any breach of the terms of this agreement;
- in the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges;
- upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the CLIENT;
- the CLIENT being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI;
- bank account, demat account, securities account of the CLIENT being frozen or attached by any court of law or any other competent authority for whatever reason;
- the CLIENT having misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise;
- any proceedings or investigations that involve the CLIENT;
- the CLIENT fails to fulfill its payment obligations under this Agreement or otherwise due to MEMBER or
- if the CLIENT migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects MEMBER or any of its employees to any licensing or registration requirements.

7.4 All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the CLIENT shall continue to subsist and vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.

8. **Inactive/Dormant Account**

8.1 Where no transaction is taken place in client's account during the last 12 months from the date of last transaction or such other period as may be prescribed by the exchange/s, then it will be considered as Inactive/Dormant Account.

8.2 The detailed Policy in this regard is available on the website of the MEMBER.

CLIENT's acceptance of Policies and Procedures stated herein above:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstances whatsoever.

These Policies and Procedures may be amended/changed unilaterally by the MEMBER. I understand and agree that the prevailing policies and procedures of the MEMBER in respect of the above said matters shall remain published on its website www.ssjfinance.com or such other website as may be notified to me/us from time to time and I/we agree that it is my/our responsibility to access, understand and abide by such policies at all times during the subsistence of this Agreement. I/We agree never to challenge such policies or amendments thereto on any grounds including delayed receipt or non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the Agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and MEMBER before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.