

CONDITIONS FOR AVAILING MUTUAL FUND (MF)/INITIAL PUBLIC OFFER (IPO) FACILITIES

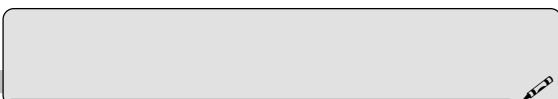
SBICAP Securities Limited (hereinafter referred to as 'SSL') is also engaged in distribution of IPOs of Securities of Issuers and registered with the Association of Mutual Funds in India (AMFI) as a Mutual Fund Distributor. SSL is providing a facility through its ONLINE services to apply/purchase/redeem/sale/ 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.sbicapsec.com> and such other internet sites that SSL may launch).

The Client wishes to avail of the facility of the said transactions and such other facilities offered through SSL'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 SSL 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 SSL by executing a Power of Attorney in the favour of SSL 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. SSL 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 SSL.
- 5) SSL may refuse to act on any instructions unless they are given in the manner and form acceptable to SSL. However, SSL 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 SSL liable on account of SSL acting in good faith on instructions given by the client or its authorized representative.
- 6) SSL may at its discretion not carry out the client's instructions where SSL has reasons to believe (which discretion of SSL the client shall not question or dispute) that the instructions are not genuine or are otherwise improper/ unclear/ raise a doubt. SSL 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, SSL 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 suomoto without giving any reason thereof. In the event of such cancellation, closure or rejection, SSL shall be entitled to cancel relative contract(s) with Client.
- 9) In case of Mutual Funds, the client agrees and acknowledges that SSL shall provide the facilities as provided in this agreement only in respect of the select Mutual Funds, with whom SSL has entered into a separate arrangement / agreement. The schemes and type of the transactions to be offered will be at sole discretion of SSL. In case of Systematic Investment plan (SIP) transactions, transactions amount of SIP offered will be decided at the sole discretion of SSL.
- 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 (IPOs), Follow on Public Offers (FPOs), Rights issue, Debentures and Buy Back offers etc., offered through SSL'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 SSL are executed in accordance with the applicable laws, byelaws, rules and regulations governing the specific investment product. SSL 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 SSL based on its risk perception and other relevant factors.
- 12) SSL 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 SSL 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 SSL 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 SSL under this agreement.
- 15) The client agrees and understands that the folio number of the client in respect of the Mutual Fund schemes shall be received by SSL from the Asset Management Company.
- 16) Further, any change in the details of the client including but not limited to the Demat account, Bank Account, Address, or other details shall be intimated to SSL as well as respective AMC / RTA to update such changes. The Issuer Company / AMC or its respective Registrars may reject such requests and in such an event SSL shall not be liable for any such rejection.
- 17) The client further agrees that the client shall not close/ change the details of the Demat account/ Bank account without prior notification to SSL and the Client agrees that SSL may instruct the Depository Participant/ Bank of the Client to reject any such request received from the Client.
- 18) The client acknowledges that the purchase/ application instructions shall be processed by SSL only after sufficient funds to cover the purchase/ application price and other costs and charges are received by SSL.
- 19) If after execution of any transaction it is for any reason found that SSL has not been provided with sufficient funds by the client, the client shall pay the deficient amount to SSL forthwith on demand, failing which SSL 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 SSL the additional amount that may be payable by the client, SSL's demand being conclusive.
- 20) 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.
- 21) 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.
- 22) 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 SSL 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. SSL may set the cut-off time at its sole discretion. The said cut off time may vary from the cut off time stipulated by AMCs / RTA / Issuer company.
- 23) 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 SSL 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.
- 24) In case of other securities, the order for purchase, sell, offer under Buy Back etc. shall be accepted by SSL only if the same is received by the cut off date as indicated on the website and consistent with the terms of the offer.
- 25) 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. SSL does not accept any liability for delay in processing time at the AMC's or RTA's end.
- 26) SSL shall credit the proceeds received towards the rejected transactions etc., if received by SSL, only after SSL has received the same unless specifically agreed otherwise.
- 27) The client agrees and acknowledges that the redemption proceeds / dividend for mutual fund transaction will be sent to him directly by AMC / RTA and SSL will not be liable for delay in receipt of such warrants.
- 28) The Client acknowledges that SSL 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 SSL, give any advice or offer any opinion with respect to the nature, potential value or suitability of any particular transaction or investment strategy.
- 29) It is explicitly stated herein that the Mutual Fund Schemes/ Offer Documents/ other schemes offered by SSL, have not been/ shall not be understood as recommended by SSL.
- 30) The client agrees that for any single transaction for Rs. 50,000 and more, the client has to be mutual fund KYC compliant as per SEBI norms otherwise his/her transaction will be rejected.
- 31) In case of SIP order placed by the client, the order will be triggered on the SIP due date only if sufficient balance is available in the trading account of the client. The client understands that the funds will not be taken from his savings account.
- 32) The client understands that on the basis of the names of the clients DP name and DP account details provided in the IPO application form, the registrar will obtain the clients bank account details and address from the depositories. The IPO refund, if any will be sent to such bank account / address by the registrar. SSL will not be responsible for any delay in refund.



- 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 SSL 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 SSL, the client authorizes SSL 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 SSL shall not be held responsible for non-allotment of securities either fully or partly to the client, for any reason whatsoever. SSL 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) SSL shall not be held responsible for non – receipt/ delay in / incorrect receipt of fund, if any, from the Registrar/ Company. SSL shall not be held responsible for incorrect Tax Deduction at Source (TDS) by the Registrar/ company, if applicable, or for non-receipt or delay in / incorrect receipt of TDS Certificate, if any from the Registrar /Company/Mutual Fund.
- 37) SSL 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) SSL 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, for any interest, dividend or other loss caused to the client arising therefrom.
- 40) The client agrees to provide SSL 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 SSL to collect from the client in respect of the services offered under this agreement.
- 41) SSL 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 AMC / Issuer Company.
- 42) SSL does not accept any liability for delay in processing time at the Mutual Fund's/ Issuer or Registrar's end. The client agrees that SSL shall not be liable or responsible for not executing any transactions for any reason, whatsoever.
- 43) Neither SSL, nor any of the Mutual Funds/ nor the issuer shall be liable for any failure to perform its obligations, to the extent that such performance had been delayed, hindered or prevented by systems failures, network errors, delay or loss of data due to the aforesaid, acts of God, floods, epidemics, quarantine, riot or civil commotion and war.
- 44) The client agrees and understands that the application in Mutual fund, Initial Public Offering etc., 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) SSL shall provide its services on a best efforts basis. However in respect of mutual funds, other securities, including but not limited to Initial Public Offering, Rights issue, Buy Back Offers offered through its website SSL shall not be liable for any failure or for any loss, damage or other costs arising in any way out of:
 - (i) System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/force majeure;
 - (ii) 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
 - (iii) Any fault in any attachments or associated equipments of the client
 - (iv) Any incidental, special or consequential damages including without limitation of loss of profit.

I have fully understood the conditions herein above and do hereby agree as to the validity, enforceability and applicability of any provision/ clauses in this document as applicable to my trading account.

