

Policies & Procedures of Way2Wealth Brokers Pvt. Ltd.

Disclosures 1

The underlying document outlines various policies and procedures Way2Wealth Brokers Private Limited (WBPL) has framed with respect to its dealing with clients for capital market transactions to ensure transparency and facilitate understanding on various aspects related to service delivery. Kindly note that the below stated policies and procedures are subject to change from time to time, depending upon our internal risk management framework, market and external environment.

1. Policy for Penny Stock

WBPL normally offers trading facility to its clients in all the compulsorily dematerialized stocks which are listed on the Stock Exchanges. Generally, WBPL alerts clients to desist from trading in any penny stocks in view of the associated risk element while dealing in such stocks. Further the client is also required to adhere to Exchange / Member's guidelines and due diligence while trading in such stocks. Also, SEBI / Exchange from time to time issues directives necessitating additional due diligence for dealing in such stock(s).

"Penny Stock" for this purpose shall include

- i) Stock that trades at a relatively low price and has small market capitalization
- ii) Stocks appearing in the list of illiquid securities issued by the Exchanges from time to time
- iii) Securities listed in Z, T, TS, S, or 6 lakh series available for institutional category on BSE and/or securities listed in BE, IL, BT or EQ series on NSE,
- iv) Any securities as may be restricted for trading by Exchanges
- v) Any other securities as may be restricted for trading by WBPL based on its internal evaluation

These types of stocks are generally considered to be highly speculative & high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure.

We at our sole discretion, may impose certain restrictions and/ or conditions (on case to case basis), subject to rules, regulations, byelaws, circulars, directives and guidelines of SEBI and Exchanges as well as considering the prevalent market and other circumstances and risk policies at a related point in time. These restrictions/ conditions include but are not limited to the following:

- a) Restrict wholly or partly for trading, in certain security(ies) or category of security(ies) / contracts viz. -
 - i. illiquid stocks / stocks having low liquidity,
 - ii. illiquid options / far month options / long dated options,
 - iii. writing of options, iv. any other securities/ contracts which as per the perception of WBPL are volatile or subject to market manipulation or has concentration risk at client level or at the company level,

1 Disclosure pursuant to NSE Circular No. NSE /INSP /2006 / 52 dated 5th July, 2006 and BSE Circular No. 20060704 – 6 dated 4th July 2006. Documents required as per SEBI Circular No. SEBI/MIRSD/DPS-I/CIR -31/2—4 dated 26-8-2004 read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009.

- b) accept or partially accept an order for buy and/or sell. Such acceptance may require execution in a controlled environment (for e.g. from centralised desk instead of from designated dealing area or online platform),
- c) cancel orders in above securities / contracts received from clients before execution or after partial execution without assigning any reasons thereof,
- d) require the client to provide appropriate declarations before/after accepting such orders.

Further, in case of Internet Trading clients, WBPL 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 online trading terminal of WBPL.

WBPL shall -

- a) not be responsible for non-execution / delay in execution of such orders and consequential opportunity loss or financial loss to the client,
- b) have the discretion to place such restrictions, notwithstanding the fact that the client has adequate credit balance or margin available in his account and/or the client had previously purchased or sold such securities / contracts through WBPL itself,
- c) have the right to revise the list of such securities / contracts on a periodic basis.

Client can obtain the information about the updated list of securities from the Relationship Manager / Dealing Branch office / Sub Broker.

2. Setting up client's exposure limits

Settlement / Margin obligation:

The Exchange bye-laws requires a member broker to adhere to various trading and settlement obligations and conditions which include but are not limited to -

- a) upfront margin maintenance requirements with the Exchange/ Clearing Corporation prior to taking an exposure in the market,
- b) cash and collaterals / securities deposit, in prescribed ratio, for margin maintenance,
- c) certain margins to be paid for in cash only, for instance mark-to-market,
- d) settlement obligations in respect of funds and/or securities to be honoured as per the settlement calendar prescribed by the exchange from time to time.

In order to enable WBPL to meet the obligation on behalf of the client, WBPL seeks client's cooperation to maintain adequate margin, make timely settlement of obligations, top-up margin by scheduled date, etc.

Exposure setting:

Margin based limit / exposures will be set for clients for transacting in Cash and F&O segment. WBPL may from time to time impose & vary such limits on the orders that the client can place through the WBPL's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the WBPL may need to vary or reduce the limits or impose new limits urgently on the basis of the WBPL's risk perception and other factors considered relevant by the WBPL including but not limited to limits on account of exchange/SEBI directions/limits (such as

broker level/market level limits in security specific/volume specific exposures etc..) and the WBPL may be unable to inform the client of such variation, reduction or imposition or the clients inability to route any order through the WBPL's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the WBPL may at any time, as it sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the WBPL, or it may subject any order placed by the client to a review before its entry into the trading systems and 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 WBPL/exchange/SEBI and any other reasons which the WBPL may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

WBPL shall have the discretion to allow differential limits / exposures varying from client to client, depending upon client's trade history/experience, if available, his financial capacity and/or credit worthiness and referral of each client.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" and use the same for trading.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

While computing the available margin, clear credit lying in client's settlement and margin ledger, securities held in client's beneficiary account with Member and securities held in client's demat account for which limited power of attorney is available with WBPL etc. may be considered.

Margin can be paid in form of cash and approved collateral. Collateral will be valued on daily basis at latest / previous day's closing price and appropriate hair-cut shall be applicable. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to receive under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the WBPL designated demat account.

In case the payment of the margin/security is made by the client through a bank instrument, the WBPL shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the WBPL. Where the margin/security is made available by way of securities or any other property, the WBPL is empowered to decline its acceptance as margin/security &/ or to accept it at such reduced value as the WBPL may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the WBPL may deem fit in its absolute discretion.

List of approved collaterals / securities along with applicable haircut, is subject to revision from time to time based on Exchange approved list, market volatility, quality of collateral and internal guidelines; and same can be obtained from the Relationship Manager / Dealing Branch Office/ Sub broker.

3. Applicable brokerage rate: -

WBPL may charge a brokerage for all trades facilitated on BSE, NSE or any other recognised exchange of which WBPL is a Member. Brokerage rate may vary from client to client, as per the terms agreed with the client at the

time of registration or by way of any subsequent written communication to the the client. The rate of Brokerage shall not exceed the maximum permissible brokerage stipulated by Exchange/ SEBI.

The slab rates of brokerage fixed by WBPL may be function of the quality and cost of services provided to the client and the volume and revenue expected from a relationship. It shall be reviewed by WBPL from time to time and may be changed in such manner as WBPL may deem fit provided that the same would not contradict the regulatory provisions.

The brokerage shall however be exclusive of the following:

- Service Tax and Education Cess,
- SEBI/ Exchange/ Clearing member charges
- Stamp duty
- Statutory charges payable to Exchange/ SEBI/ Govt. Authorities etc.,
- DP Annual maintenance charges
- DP transaction charges / Pledge / Unpledge / Demat / Remat charges
- DP Inter settlement charges
- Account Opening charges
- Bank charges towards the cheques received unpaid
- Charges towards customized/ specialized service
- Other charges & processing fees not exceeding Rs 25 applicable per Contract note

If there is any upward revision of brokerage, the same will be informed to the client within 15 days prior notice.

4. Imposition of penalty / delayed payment charges

Delayed payment charges / margin shortage charges:

As per the Exposure Limit section outlined earlier in the document, client shall maintain adequate margin / settle the obligation / top-up the margin by scheduled date. In case client fails to settle the dues in time, WBPL shall reserve the right to –

- a) levy delayed payment charges, not exceeding 2% per month, or such other rate as may be determined by the WBPL from time to time, on account of delays/failure by the client in meeting the pay-in / margin obligations / mark-to-market obligation on the scheduled date till the date of payment in Cash and/or F&O segment,
- b) levy a charge for disproportionate cash versus collaterals ratio prescribed by the Exchanges for deposit of margins in F&O,
- c) not consider any credit balance in other family or group account of the client while computing delayed payment charges on the debit balance in the running account of a client.

The above levy is only a penal measure in case of a client default in meeting settlement and margin obligation and should not be construed as funding arrangement by the client; and the client cannot demand continuation of service on a permanent basis citing levy of delayed payment charges.

Penalties levied by Exchanges:

Exchanges / Clearing Corporation/ SEBI levy penalties on the member broker for irregularities observed by them during course of its dealing with Members. WBPL shall recover such imposed penalties / levies, by the Exchange /

regulators, from the client which arises on account of dealing by such client. The illustrative list of reasons to levy penalty include but are not limited to -

- a) auction resulting from short deliveries,
- b) non adherence to client-wise exposure limits in Cash and F&O segment,
- c) client-wise shortfall in F&O margin,
- d) any other reasons which may be specified by the Exchange / Clearing Corporation/ SEBI
- e) from time to time.

The client agrees that the WBPL may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / by 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 WBPL has to pay any fine 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 borne by the client.

Interest Free Deposits:

WBPL provides exposure against the upfront margin received in the form of cash / collateral from the client and the client also has the prerogative to demand withdrawal of cash or collaterals at his discretion, subject to surplus margin in place. WBPL shall not pay any interest or other benefit to the client for maintaining cash balances or depositing collateral margins with WBPL. However, the corporate benefit received on such collateral securities, if any will be accounted for the benefit of the client.

5. Liquidation Policy: (The right to sell client's securities or close client's positions, without giving notice to the client, on account of non-payment of client's dues)

Without prejudice to the WBPLs other right (including the right to refer the matter to arbitration), the WBPL shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository accounts(s), for meeting his/her/its pay in obligation of funds and securities.

As per the Exposure Limit section outlined earlier in the document, client shall maintain adequate margin / settle the obligation / top-up the required margin by scheduled date. The client agrees and confirms that in case of any delay (beyond permissible time limit as per SEBI or Exchange's rules, regulations, byelaws, circulars and other applicable laws/ provisions) in making the payment, WBPL shall have the right to sell client's security(ies)/ positions/ contracts, both unpaid securities as well as collaterals deposited towards margins or securities previously purchased by the client or close out client's open positions / contracts or offset credit balance in other segment / exchange against client's obligation / debit balances / liabilities, without giving any notice to the client, as per prevalent risk policy from time to time, in circumstances including but not limited to the following –

- a) where intra-day position, if any, not liquidated before prescribed time or placing of fresh
- b) intra-day order after a cut-off time fixed by WBPL,
- c) where client is not having adequate margins, as per conditions specified in Exposure Limit section or on account of removal of a security from approved list of collateral and client's failure to top-up further margins,

- d) where client delays / fails to meet the pay-in obligation / mark-to-market (MTM) dues /clearance of debit balances / dues by scheduled date or realisation proceeds of the cheque(s) deposited by the client to meet obligation is not received,
- e) cheque bouncing / not honoring sale obligation by delivering shares in time or due to any reason, delays or fails in clearing outstanding dues to WBPL,
- f) volume in excess of permissible internal limit cap in illiquid / penny stocks / long dated options / far month options or excessive speculative trading,
- g) scrip is moved in BAN list (due to breach of exchange limit defined for market wide position limit / trading member wide position limit / client wide limit in F&O segment, etc.),
- h) irregularities in dealing and other surveillance / anti money laundering (AML) related
- i) observations,
- j) client categorized as ineligible due to non-traceable, disputes, possible default by client
- k) and any other circumstances leading to raising non-confidence in client,
- l) disputed delivery/ trading position,
- m) any direction from SEBI/ Exchange or such other regulatory/ statutory authorities,
- n) under such other circumstances as WBPL might think just and proper on case to case basis.

Such liquidation may be in full or partial to the extent of shortfall / debit and securities / position / contracts selection would be at the discretion of WBPL. While selling the securities/ closing the clients positions / contracts, WBPL may take into account the positions closed by the client or collections received from the client till a cut-off time. Securities previously purchased would be used for liquidation where the sale proceeds of unpaid securities are inadequate to cover the pay-in obligations and/or where the unpaid securities appear to be comparatively illiquid and cannot be sold at reasonable rates to the extent required.

WBPL shall have the right to sell client's securities or close out client's open positions / contracts but it shall not be under any obligation to undertake this exercise compulsorily and therefore shall not be under any obligation to compensate/ or provide reasons for any delay or omission on its part to sell client's securities or close open positions / contracts of the client and client shall be solely responsible for the loss incurred on such liquidation. Any and all losses and financial charges on account of such liquidations/closing out shall be charged to & borne by the client.

The WBPL has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stockbroker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

6. Shortages in obligations arising out of internal netting of trades

Stock broker 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 WBPL from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

Clients are required to make Securities / Funds payin on or before T+2 day. In case the client defaults on its existing obligation and in the event the trade has been internally netted off by WBPL, there could be internal shortages. The internal shortages are marked against the client randomly at the sole discretion of WPBL talking into account the delivery obligations through Exchanges.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a) The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Pay-in/Pay-out Day. The securities delivered short are purchased from market on T+2 day and all the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange + 5% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be per Exchange Debits and Credits.
- c) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis auction payout is after the book closure/record date, would be compulsory closed out at official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

A penalty as applicable from time to time, will be imposed on the defaulting client. Rate of penalty will be decided by member as applicable from time to time and published on our website. Defaulting client will not be eligible for any profit on account of this.

7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

Stock Broker has margin based RMS system. Client may take exposure up to the amount of margin available with us. Under various circumstances outlined in the Liquidation Policy section of the document, the Client may not be permitted to take any fresh or further position until the full clearance of earlier dues, obligation, outstanding etc. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/non making of payment for their pay-in obligation/outstanding debts.

Further, it would be the duty of the client to monitor its position with WBPL from time to time. In case of any delay or failure by the client in meeting any obligation, margin requirements etc. WBPL, at its discretion, may close the open position / contracts without any further intimation to the client in this regard as per the Risk policy.

WBPL 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:

- i. As a result of any regulatory directive / restriction;
- ii. Non-receipt of funds / securities and / or bouncing of cheque received from the client towards the obligations / margin / ledger balances;
- iii. Due to technical reasons;
- iv. Securities breaching the limits specified by the Exchanges / regulators from time to time
- v. In case securities to be transacted by client are not in dematerialised form;
- vi. In case of failure to meet margin including mark to market margins by the client;
- vii. Any other conditions as may be specified by WBPL from time to time in view of market conditions, regulatory requirements, internal policies etc and risk management system;
- viii. Due to any force majeure event beyond the control of WBPL

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

8. Temporarily suspending or closing a client's account at the client's request

The client is required to submit written request for closure of account or for temporary suspension of account clearly stating period of suspension, to the nearest branch office, sub-broker office or central processing cell at the registered office of the Member. Upon receipt of request and after satisfying itself with respect to all information/documentation and settlement of client dues, the Member shall act upon the request within reasonable time but not later than 30 days from the date of request.

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. However, such suspension of account will be effected subject to clearance of all dues and settlement obligations by the client. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

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.

9. De Registering a client

Suspension of trading account

Notwithstanding anything to the contrary stated in the agreement, the WBPL may carry a periodic review of the client accounts and may, at its discretion, suspend the client's accounts from trading in the following circumstances:

- i. Where a client is reported to or known to have deceased,
- ii. On the lunacy or other disability of the Client;
- iii. If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- iv. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock Broker;
- v. If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts as they become payable;
- vi. If the Client is in breach of any term, condition or covenant of this Agreement;
- vii. If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- viii. If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- ix. If the Client have been taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- x. If there is any commencement of a legal process against the client under any law in force;
- xi. If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its

assets or refers itself to the Board for Industrial and Financial Reconstruction or under any law providing protection as a relief undertaking;

- xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect
- xiii. Where the client's status is dormant or inactive during last two financial years,
- xiv. Where the client has not cleared the naked or uncovered debits in prescribed time,
- xv. Default by the client in honouring its settlement / margin obligation including cheque bouncing / auction of shares
- xvi. If the action of the client are prima facie illegal/improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- xvii. If there is a breach of policy with respect to prevention of money laundering
- xviii. Where WBPL is unable to transfer the shares to the default demat account provided by the client, till the client submits the revised demat account details along with proof
- xix. Where the client is categorized as ineligible due to being non-traceable, pending disputes/ complaints, possible default by client and any other circumstances leading to raising non-confidence in client including return of undelivered couriers citing reason of "no such person / addressee left /refusal to accept mails / POD's signed by the third persons etc." or Digital Contract Notes (DCN) failed (Bounced email) on more than 3 instances until client submits and registers new email id or non-delivery of the statement of account sent on periodic basis or non-updation of financial and other details viz., email id, mobile no, land line details or it is found to be belonging to a third person,
- xx. Where the account is under investigation by any regulatory body including receipt of notice from statutory, government or local authorities including income tax, service tax, a judicial or a quasi judicial authority, or client is arrested by way of court order, police action or any other legal action
- xxi. Where client fails to provide executed or renewed mandatory documentary requirements as prescribed by Exchanges/ Regulators from time to time and /or refusal to do the periodic submissions as required by Exchanges/ Regulators,
- xxii. Under such other circumstances as the WBPL might think just and proper on case to case basis.

Deregistering a client

WBPL may at its discretion de-register the client's account in circumstances including but not limited to the following –

- i. action taken by Exchanges / Regulators or being part of list of debarred entities published by SEBI,
- ii. where the client indulge in any irregular activities not limited to synchronized trading, price manipulation, etc. resulting in violation of rules, regulations of the exchange and any other such activity based on information found in sites of CIBIL, Watch out investors, World check or client having suspicious back ground, link with suspicious organization etc.,
- iii. irregular trading pattern from surveillance,
- iv. breach of policy with respect to prevention of money laundering
- v. where the client is categorized as ineligible due to being non-traceable, disputes, possible default by client and any other circumstances leading to raising nonconfidence in client including return of undelivered couriers citing reason of "no such person / addressee left /refusal to accept mails / POD's signed by the third persons etc." or Digital Contract Notes (DCN) failed (Bounced email) on more than 3 instances until client submits and registers new email id or non-delivery of the statement of account sent on periodic basis or non-updation of financial and other details viz., email id, mobile no, land line details or it is found to be belonging to a third person,

- vi. right to deregister after serving a 30 days written notice without assigning any reason thereof.

In such case, WBPL shall have the right to close out the existing positions / contracts, sell the collaterals to recover its dues, if any, before de-registering the client's account.

Such deregistration / termination shall not effect the rights and liabilities in respect of the transactions executed before the date of such deregistration / termination.

10. Inactive Client account

All client accounts not having any transactions during two financial years will be treated as inactive / dormant account. If the account status is tagged as a dormant / in active account, the surplus Funds and Securities lying in such accounts will be returned only on submission of prescribed documents.

During the blocked period if there is any debit / dues to WBPL in client's account, WBPL 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 WBPL to the clients' account.

Reactivation:

A client's account will be re-activated based on a written request, subject to fulfillment of such conditions as WBPL may consider fit and proper -

a) on submission of proof of identity and proof of address, where the account is suspended due to dormant / inactive status or on client's request, or on submission of such other information/ documents as deemed fit by WBPL,

b) in other circumstances, at the discretion of WBPL, provided there is no outstanding dues from the client or he has no open grievances pending against WBPL or client has complied with all requirements of WBPL of submission of information/ documents or on fulfilment of such other conditions that WBPL may impose at its discretion.

11. General Risks

Trading in Exchange is in Electronic mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route order. I/we as client using these systems understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We as Client shall be fully liable and responsible for any such problem/fault.

12. Publication of Policies and Procedures:

This policy has been adopted by the trading member as on 31st May 2010 and may be revised from time to time. Latest version of the policy is available at our website www.way2wealth.com.

Client Acceptance of Policies and Procedures stated hereinabove:

I/We have fully understood the policies and procedures stated hereinabove and do hereby sign the same and agree as to the validity, enforceability and applicability of any provision/clauses in this document. These policies and Procedures may be amended/changed unilaterally by the broker, provided the change is informed to me/us through any means by providing a notice as may be duly stipulated by the regulator from time to time. These Policies and Procedures as stated hereinabove shall be deemed to form an integral part of the Agreement and be deemed to have been incorporated in the Agreement by reference and the client hereby agrees to accept and be bound by the provisions of the same. Accordingly, the policies and procedures envisaged hereinabove shall be governed by the detailed terms and conditions of the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and WBPL before any court of law/judicial/ adjudicating authority including arbitrator /mediator etc.

Signature X

Name_____ Client Code_____