

The Board of Directors of BNK Securities Pvt. Ltd. (BNK) have adopted the following Internal Policies & Procedures in terms of SEBI Circular: MIRSD/SE/Cir-19/2009 dated 03.12.2009 forming integral part of the Member Constituent agreement in their meeting held on 29/03/2010 at the registered office of the Company.

a) Refusal of Orders for Penny Stocks:

- BNK shall have absolute discretion to term a stock as "PENNY". As per our policy, "PENNY STOCK" can be referred to as the stocks which are appearing in the list of illiquid securities issued by the Exchanges (Posted on their website) every month and any other stocks which BNK might consider to be illiquid. The details of such stocks will be posted on the website of BNK.
- BNK at its discretion can accept, refuse or partially accept any buy or sell order for execution from the client in respect of such scrips. BNK may allow restrictive acceptance of orders in such scrips and may demand appropriatedeclarations and additional margin from the client before accepting order of such stocks. BNK may cancel orders in such scrips received by the clients before execution or partial execution or place any other kind of restrictions on the trade on such scrips without assigning any reasons thereof to the client.
- BNK shall not be responsible for any consequential opportunity loss or financial loss that a client may incur from delay or non execution of orders in penny stock.

b) Setting up Client's Exposure Limits:

- BNK may give an exposure limit which would be a multiple of the clear ledger balance in the account plus value of the shares given as collaterals computed after applying appropriate haircut depending on the risk profile of the client. In F & O segment exposure is given on the value of initial margin after applying appropriate hair cut. The exposure limit may be changed based on the volatility in the market and quality of collaterals.
- BNK may set different exposure limits varying for different clients depending on the credit worthiness, integrity and past conduct of the client. The client agrees that BNK shall not be responsible for such variation, reduction or imposition or the clients inability to route any order through BNK's trading system on account of any such variation, reduction or imposition of limits.

c) Applicable Brokerage Rate:

- BNK follows the policy of charging brokerage not more than the maximum permissible brokerage as per the rules and regulation of the exchange/ SEBI. Brokerage shall be charged as per the rates agreed upon with the client at the time of registration. The brokerage is however subject to change at the discretion of BNK in consultation with the Client. The brokerage amount debited to the client does not include any exchange related charges, statutory levies and any other charges. Any other applicable taxes imposed by statutory authority including securities transaction taxes, duties, service tax, etc will be paid by the client separately as may be levied on the transactions from time to time. Total Brokerage including other charges and excluding statutory levies will not exceed the 2.5% limit.

d) Imposition of Penalty/Delayed Payment Charges by either party, specifying the rate and the period (This must not result in funding by the broker in contravention of the applicable laws)

- Clients will be liable to pay late pay in/delayed payment charges not exceeding 2% per month for not making payment of their pay-in obligation on time as per the exchange requirement or net ledger debit as applicable.
- The client agrees that BNK may impose fines/penalties for an orders/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 BNK has to pay 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.

e) The right to sell clients' securities or close clients' positions, without giving notice to the client, on account of nonpayment of client's dues (This shall be limited to the extent of settlement/margin obligation)

- BNK shall be entitled to liquidate client's securities, both unpaid securities as well as collaterals deposited towards margins or close out client's open 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. Any and all losses and financial charges on account of such liquidations/closing out shall be charges to and borne by the client.
- In case the payment of the margin/security is made by the client through a bank instrument, BNK shall have absolute discretion to give the benefit/credit for the same only on the realization of clear proceeds in BNK bank account. Where the margin/security is made available by way of securities or any other property, BNK is empowered to decline its acceptance as margin/security and/or accept it at such reduced value as BNK may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as it may deem fit. BNK has the sole discretion to decide referred stipulated margin percentage depending upon the market conditions.
- In event of death or insolvency of the client, BNK may close out all outstanding positions of the client, adjusting the loss incurred on such closures with the margin deposited by the client and claim further shortfalls, if any, against the estate of the client. The successors or heirs of the client shall be entitled to any surpluses which may result there from. The above action is at the sole discretion of BNK and may vary from client to client. It shall not be under any obligations to undertake the exercise compulsorily. BNK shall therefore not be under any obligation to compensate or provide reasons of any omission or delay on its part to sell client's securities or close open positions of the client.

f) Shortages in obligations arising out of internal netting of trades

Policy for settling shortage in obligation arising out of internal netting of trades is as under:

- The securities delivered short are purchased from the market on T+3 day and the purchase consideration (including all statutory taxes & levies) along with a

penalty is debited to the short delivering seller client. In case the shares are not available for purchase for any reason then the shortage will be closed out as per the prevailing rules of the respective exchanges. Currently, the penalty levied amounts to- NSE clients charged a flat rate of Rs 0.40 on value of purchase and BSE Clients charged @1% on value of purchase consideration.

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

- Client unable to meet his pay-in obligation as per exchange requirement irrespective of the value of collaterals available.
- Long pending debit balance in the client's account.
- Margin shortfall not compensated by the client.
- Dishonor of Cheque
- Client dealing in "illiquid" stock as declared by BNK.
- Transactions which may appear to be suspicious in nature
- Where based on the happening of an event, BNK has a risk perception that further trading in the contracts/securities may not be in the interest of the clients and /or the market.

h) Temporarily Suspending or Closing a Client's account at the clients request:

BNK may carry out periodic review of the client accounts and may suspend the accounts from trading (i.e. prohibiting any market transactions, only allowing client shares/ledger balance settlement to take place) under any of the following circumstances:

- Where the Client is inactive for the last six months.
- Where the Client has not cleared his dues after repeated reminders
- Where Physical statements or contract notes, etc are received back undelivered and the client is not responding to update the correct address.
- Where the client is reported or known to have expired.
- Where client lodges a complaint either directly with BNK or through the Exchange relating to alleged unauthorized Trades being executed in his account.
- Where the account is under investigation by any regulatory body.
- As per direction of the Exchanges, SEBI or any other regulatory body.
- On written request received from the client and the same can be activated on the written request of the client only.
- The Client account can be closed on the written request of the client provided the client account is settled. If the client wants to reopen the account then the client has to again complete the KYC requirement.

i) Deregistering a client:

Notwithstanding anything to the contrary stated in the agreement, BNK shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- If the action of the client are prima facie illegal/improper or such to manipulate the price of any securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- On the death/lunacy or other disability of the Client.
- If the client being a partnership firm/any other organization, has any steps taken by the Client and/or its partners for dissolution or liquidation.

Internal Policies & Procedures forming a part of Member- Constituent Agreement.

- If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock Broker.
- If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security.
- If the Client is in breach of any term, condition or covenant of this Agreement.
- Any suspicious information found by BNK in sites like CIBIL, world check, etc or if there is any commencement of a legal process against the client under any law in force.
- If the client forms a part of the list of debarred entities published by SEBI and/or any action is taken by SEBI/Exchanges or any other body on the client.
- Inactive client account will be considered as inactive if the client does not trade for a period of six months. Calculation will be done at the beginning of every month. In such cases BNK may block or deactivate a clients account. A written request has to be made by the client for reactivation of their deactivated account.

Changes in Internal Policies and Procedures:

- BNK reserves right to make changes in the Internal Policies and Procedures, as may be required from time to time. Such changes shall be notified to the clients and shall also be uploaded on BNK's website. Such changes shall deemed to be accepted and agreed by the clients unless otherwise informed to BNK within 15 days of the notification thereof.

Client Acceptance of Policies and Procedures stated hereinabove:

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 broker, provided the change is informed to me/us through any one or more means/ methods. I/we agree never to challenge the same on any grounds including delayed receipt/non- receipt or any other reason 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 BNK before any court of law/judicial/adjudicating authority including arbitrator/ mediator, etc.

Name of the Client:

Signature of the Client: