



MANDATORY DOCUMENTS

MEMBERSHIP DETAILS	
Name of Trading Member registered with SEBI	Tradebook Consultancy Services Private Limited
SEBI Registration Number	Stock Broker (INZ000328638) effective 11.08.2025 Depository Participant (IN-DP-848-2026) effective 11.05.2026
Exchanges and Segments	NSE Trading Member Code: 90468 Cash & F&O
	BSE Trading Member Code: 6951 Cash & F&O
DP Id	CDSL-12104900
Registered Office & Correspondence Office Address	301, Sanjona Complex, Above SBI Bank, Near Chagan Mitha Petrol Pump, Chembur East , Mumbai-400071 Email id : trackk@trackk.in Phone no. 022-25287600
Customer care	Mr. Aryan Email id support@Trackk.in Phone no. 9137109339
Compliance Officer	Mr. Anand Shaha Email id compliance.officer@Trackk.in Phone no.9819108622
CEO / Designated Director/ KMP	Mr. Vedant Gupte, Director Email id CEO@Trackk.in Phone no. 8097963603
Head of Customer Care / KMP	Mr. Aryan Jain, Director Email id support@Trackk.in Phone no. 9137109339

Information regarding Grievance Redressal Mechanism

Dear Investor,

In case of any grievance / complaint against the Stock Broker / Depository Participant:
Tradebook Consultancy Services Private Limited

Please contact Compliance Officer of the Stock Broker/ Depository Participant - Tradebook Consultancy Services Private Limited. Email-id : compliance.officer@Trackk.in and Phone No. - 91-9819108622.

You may also approach CEO: Mr. Vedant Gupte. Email-id : CEO@Trackk.in and Phone No. - 91-8097963603.

If not satisfied with the response of the Stock Broker/ Depository Participant, you may contact the concerned Stock Exchange / Depository at the following

	Web Address	Contact No.	Email-id
NSE	www.nseindia.com	022-26598190	ignse @nse.co.in
BSE	www.bseindia.com	022.22728097	is@bseindia.com
CDSL	www.cdslindia.com	18002005533/022-23023333	complaints@cdslindia.com

You can also lodge your grievances with SEBI at <http://scores.gov.in>.

For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

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MANDATORY DOCUMENTS

RIGHTS AND OBLIGATIONS OF STOCK BROKERS AND CLIENTS as prescribed by SEBI and Stock Exchanges

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

CLIENT INFORMATION

6. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
7. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be nonmandatory, as per terms & conditions accepted by the client.
8. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
9. The stock broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/ regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

10. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
11. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

12. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

13. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.

14. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.

15. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).

16. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

17. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

18. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/ close out all or any of the client's positions for non- payment of margins 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.

19. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate Entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/ Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

20. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.

21. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
22. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to conciliation/arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
23. The stock broker shall ensure faster settlement of any dispute through conciliation/ arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the conciliation report/settlement agreement / arbitration awards made in such proceedings.
24. The client/stock-broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock-broker shall be binding on the client/stock-broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock-broker.

TERMINATION OF RELATIONSHIP

25. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
26. The stock broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

ADDITIONAL RIGHTS AND OBLIGATIONS

27. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
28. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
29. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
30. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
31. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The

Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.

32. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter- alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.

33. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

34. The stock broker / stock broker and depository participant shall not directly /indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

ELECTRONIC CONTRACT NOTES (ECN)

35. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

36. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

37. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.

1. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.

2. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send either a physical contract note to the client or an ECN through electronic instant messaging services within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.

3. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

4. In addition to the specific rights set out in this document, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.

5. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

6. The stock broker and the client shall abide by conciliation report/settlement agreement/arbitration award passed by the conciliator/Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.

7. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/ SEBI.

8. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

38. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.

2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/ SEBI.

3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.

5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/

securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker.

6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.

7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/ password in any manner whatsoever.

8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/ trade confirmation on the device of the client.

9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

Annexure

RIGHTS AND OBLIGATIONS OF BENEFICIAL OWNER AND DEPOSITORY PARTICIPANT as prescribed by SEBI and Depositories

General Clause

1. The Beneficial Owner and the Depository participant (DP) shall be bound by the provisions of the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018, Rules and Regulations of Securities and Exchange Board of India (SEBI), Circulars / Notifications / Guidelines issued there under, Bye Laws and Business Rules/Operating Instructions issued by the Depositories and relevant notifications of Government Authorities as may be in force from time to time.
2. The DP shall open/activate demat account of a BO in the depository system only after receipt of complete Account opening form, KYC and supporting documents as specified by SEBI from time to time.

Beneficial Owner information

3. The DP shall maintain all the details of the BO(s) as mentioned in the account opening form, supporting documents submitted by them and/or any other information pertaining to the BO confidentially and shall not disclose the same to any person except as required by any statutory, legal or regulatory authority in this regard.
4. The BO shall immediately notify the DP in writing, if there is any change in details provided in the account opening form as submitted to the DP at the time of opening the demat account or furnished to the DP from time to time.

Fees/Charges/Tariff

5. The BO shall pay such charges to the DP for the purpose of holding and transfer of securities in dematerialized form and for availing depository services as may be agreed to from time to time between the DP and the BO as set out in the Tariff Sheet provided by the DP. It may be informed to the BO that "no charges are payable for opening of demat accounts"
6. In case of Basic Services Demat Accounts, the DP shall adhere to the charge structure as laid down under the relevant SEBI and/or Depository circulars/directions/notifications issued from time to time.
7. The DP shall not increase any charges/tariff agreed upon unless it has given a notice in writing of not less than thirty days to the BO regarding the same.

Dematerialization

8. The BO shall have the right to get the securities, which have been admitted on the Depositories, dematerialized in the form and manner laid down under the Bye Laws, Business Rules and Operating Instructions of the depositories.

Separate Accounts

9. The DP shall open separate accounts in the name of each of the BOs and securities of each BO shall be segregated and shall not be mixed up with the securities of other BOs and/or DP's own securities held in dematerialized form.

10. The DP shall not facilitate the BO to create or permit any pledge and /or hypothecation or any other interest or encumbrance over all or any of such securities submitted for dematerialization and/or held in demat account except in the form and manner prescribed in the Depositories Act, 1996, SEBI (Depositories and Participants) Regulations, 2018 and Bye-Laws/Operating Instructions/Business Rules of the Depositories.

Transfer of Securities

11. The DP shall effect transfer to and from the demat accounts of the BO only on the basis of an order, instruction, direction or mandate duly authorized by the BO and the DP shall maintain the original documents and the audit trail of such authorizations.

12. The BO reserves the right to give standing instructions with regard to the crediting of securities in his demat account and the DP shall act according to such instructions.

13. The stockbroker / stock broker and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

Statement of account

14. The DP shall provide statements of accounts to the BO in such form and manner and at such time as agreed with the BO and as specified by SEBI/ depository in this regard.

15. However, if the balance has become Nil during the year, the DP shall send one holding statement annually to such BOs and shall resume sending the transaction statement as and when there is a transaction in the account. In case of accounts with credit balance but no transactions during the year, half yearly statement of holding for the year shall be sent to the BO through email.

16. The DP may provide the services of issuing the statement of demat accounts in an electronic mode. The DP will furnish to the BO the statement of demat accounts under its digital signature, as governed under the Information Technology Act, 2000. However if the DP does not have the facility of providing the statement of demat account in the electronic mode, then the Participant shall be obliged to forward the statement of demat accounts in physical form.

17. In case of Basic Services Demat Accounts, the DP shall send the transaction statements as mandated by SEBI and/or Depository from time to time.

Manner of Closure of Demat account

18. The DP shall have the right to close the demat account of the BO, for any reasons whatsoever, provided the DP has given a notice in writing of not less than thirty days to the BO as well as to the Depository. Similarly, the BO shall have the right to close his/her demat account held with the DP provided no charges are payable by him/her to the DP. In such an event, the BO shall specify whether the balances in their demat account should be transferred to another demat account of the BO held with another DP or to rematerialize the security balances held.

19. Based on the instructions of the BO, the DP shall initiate the procedure for transferring such security balances or rematerialize such security balances within a period of 2 working days as per procedure specified from time to time by the depository in case of no outstanding dues and in case of outstanding dues, shall provide 30 days notice. In case of non-payment of dues, DP shall reject the account closure request and in case the dues are cleared by BO, respective account shall be closed by DP within 2 working days of clearing the dues. Provided further, closure of demat account shall not affect the rights, liabilities and obligations of either the BO or the DP and shall continue to bind the parties to their satisfactory completion.

Default in payment of charges

20. In event of BO committing a default in the payment of any amount provided in Clause 5 & 6 within a period of thirty days from the date of demand, without prejudice to the right of the DP to close the demat account of the BO, the DP may charge interest at a rate as specified by the Depository from time to time for the period of such default.

21. In case the BO has failed to make the payment of any of the amounts as provided in Clause 5&6 specified above, the DP after giving two days notice to the BO shall have the right to stop processing of instructions of the BO till such time he makes the payment along with interest, if any.

Liability of the Depository

22. As per Section 16 of Depositories Act, 1996,

1. Without prejudice to the provisions of any other law for the time being in force, any loss caused to the BO due to the negligence of the depository or the participant, the depository shall indemnify such BO.

2. Where the loss due to the negligence of the participant under Clause (1) above, is indemnified by the depository, the depository shall have the right to recover the same from such participant.

Freezing/ Defreezing of accounts

23. The BO may exercise the right to freeze/defreeze his/her demat account maintained with the DP in accordance with the procedure and subject to the restrictions laid down under the Bye Laws and Business Rules/Operating Instructions

24. The DP or the Depository shall have the right to freeze/defreeze the accounts of the BOs on receipt of instructions received from any regulator or court or any statutory authority.

Redressal of Investor grievance

25. The DP shall redress all grievances of the BO against the DP within a period of thirty days from the date of receipt of the complaint.

Authorized representative

26. If the BO is a body corporate or a legal entity, it shall, along with the account opening form, furnish to the DP, a list of officials authorized by it, who shall represent and interact on its behalf

with the Participant. Any change in such list including additions, deletions or alterations thereto shall be forthwith communicated to the Participant.

Law and Jurisdiction

27. In addition to the specific rights set out in this document, the DP and the BO shall be entitled to exercise any other rights which the DP or the BO may have under the Rules, Bye Laws and Regulations of the respective Depository in which the demat account is opened and circulars/notices issued there under or Rules and Regulations of SEBI.

28. The provisions of this document shall always be subject to Government notification, any rules, regulations, guidelines and circulars/ notices issued by SEBI and Rules, Regulations and Byelaws of the relevant Depository, where the BO maintains his/ her account, that may be in force from time to time.

29. The BO and the DP shall abide by the arbitration and conciliation procedure prescribed under the Bye-laws of the depository and that such procedure shall be applicable to any disputes between the DP and the BO.

30. Words and expressions which are used in this document but which are not defined herein shall unless the context otherwise requires, have the same meanings as assigned thereto in the Rules, Bye-laws and Regulations and circulars/notices issued there under by the depository and/ or SEBI

31. Any changes in the rights and obligations which are specified by SEBI/Depositories shall also be brought to the notice of the clients at once.

32. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Depository, where the BO maintains his/her account, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS:

1.1 Risk of Higher Volatility: Volatility refers to the dynamic changes in price that a security/ derivatives contract undergoes when trading activity continues on the Stock Exchanges.

Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity: Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

1.3 Risk of Wider Spreads: Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders: The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre -determined price, or trades through such price, the stop

loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements: News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumors: Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

1.7 System Risk: High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion: Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/ network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-

2.1 Effect of "Leverage" or "Gearing": In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

GUIDANCE NOTE - DO'S AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges www.exchange.com and SEBI website www.sebi.gov.in.
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub- broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.

b) The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.

c) On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in cash market. d) You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/ securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Byelaws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

POLICIES AND PROCEDURES APPLICABLE TO YOUR TRADING ACCOUNT WITH TRADEBOOK CONSULTANCY

Brokerage Rates, Transaction Charges & Other Charges

Brokerage and other fees/charges levied by Tradebook Consultancy Services Private Limited. (hereinafter referred to as "Trackk") to the clients are mentioned under the heading 'Tariff Sheet' in the Account opening form. The current charges applicable will also be displayed on the Trackk website.

If there is any upward revision of brokerage, the same will be informed to the clients with 15 days prior notice. Brokerage and other charges are subject to the maximum limits as prescribed by SEBI/Exchanges/Clearing Corporation (CC) and other authorities from time to time.

Refusal Of Order(S) From the Clients Including for Penny Stocks

1. Trackk offers investment / trading platform to its clients to transact in dematerialised stocks/securities which are listed/traded on the Stock Exchange(s). However, Trackk discourages trading in penny stocks by the clients as they are susceptible to manipulation and hence risky for investors.

2. 'Penny Stocks' for this purpose shall include:

a. Stocks appearing in the list of illiquid securities issued by the Exchanges from time to time.

b. scrips having large bid-ask spreads, low market capitalization due to unsound fundamentals or low value stocks, which have high chances of price manipulation.

c. the Exchanges from time to time provide a list of securities categorized as Z group, ASM group, GSM group, Trade to Trade category etc (collectively referred to as "Illiquid scrips). These stocks have come under Exchange surveillance watch.

3. Any other securities that may be restricted for trading by Trackk based on its internal assessment depending on the prevailing circumstances.

4. As a Risk Management measure, Trackk allows clients to buy/ sell penny stocks only on the basis of 100% upfront margin and on delivery basis. Also Trackk may place further restrictions in terms of quantity/value in respect of some of the penny stocks and demand additional margins.

5. In abnormal conditions including due to regulatory orders and as a risk management action, Trackk may block/restrict the client's access to Trackk app/ website/ other trading channel that may prevent the client from placing orders.

6. As a risk containment measure, an existing scrip enabled for trading may be disabled by Trackk, even if the Client had bought the same scrip through Trackk, thereby restricting the Client's ability to sell the scrip. Further, Trackk may as a risk containment or surveillance measure and without prior notice to the client, prohibit or restrict client's ability to trade in any specific scrip/security/contract.

7. Clients are advised to exercise caution while dealing in such securities. Trackk shall not be held responsible for any direct/indirect losses, emanating from Trackk restricting trades in penny stocks or other stocks/contracts.

Client's Exposure Limits

1. Trackk from time to time may impose quantity and/or value limits on the orders that a client can place through its system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities/contracts etc.). Trackk may need to vary or reduce the limits or impose new limits urgently on the basis of risk perception and other factors considered relevant including but not limited to on account of Exchange/SEBI directions/ circulars (such as client level/broker level/market level limits, security specific/ volume limits etc.). Trackk may be unable to inform the client of such variation, reduction or imposition in advance. Trackk shall not be responsible for consequences of such variation, reduction or imposition or the client's inability to route any order through Trackk on account of any such variation, reduction or imposition of limits. Trackk may subject any order placed by the client to a review before its entry into the trading system and may refuse to execute 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 Exchange or any other reasons which Trackk may deem appropriate in the circumstances.

2. Trackk may change the list of collateral securities that are acceptable as margin from clients and their categorization and haircut%, from time to time.

3. Trackk shall from time to time apply such haircuts (the percentage difference between a securities' market value and the amount that can be used as collateral value towards trading limits) as may be decided by it. Trackk may from time to time change / apply a haircut higher than that specified by the Clearing Corporation/ Exchange as part of its risk management.

4. In case of sale of securities, such sale may at the discretion of Trackk be allowed only to the extent of the availability of securities in the demat account of the client as free balance, in Client unpaid securities and pledge Account (CUSPA account), margin pledge stocks, shares purchased but not yet received etc.

5. Further the credit received against sale may be used for further exposure (either fully or upto certain percentage) as may be decided by Trackk from time to time. In case of derivatives, client shall be allowed to trade only up to the applicable client wise position limits set by the Exchange/Clearing corporation from time to time.

Payment Towards Trades, Settlement, Fees, Obligations

Time Of Payment:

1. The client agrees and understands that Trackk provides clients to transfer money to Trackk for his transactions through banking channel and payment gateway mechanism.

2. The client will have to provide upfront required margin for securities purchased, securities sold either for square-off or delivery or derivative contracts. In case the Exchange charges a margin amount over and above the normal margin%, Trackk shall make a margin call to the Client who will need to provide such additional margin within due date/time.

3. The client shall make all remittances to Trackk (i.e. payment for all purchase transactions plus taxes, brokerage, charges and transaction charges) by the due date/time for his transactions. An

upfront debit shall be made by Trackk from the available trading limit on the trade date, notwithstanding that actual payment is due on a later date.

4. Trackk shall remit funds to the client (i.e. payment for all sale transactions net of taxes, brokerage, charges and transaction charges), less any amounts deducted for shortages, on or before the due date. The due date for sale transactions will be Exchange pay-out day plus one day.

5. In the event of the client having made both sales and purchases during a Settlement cycle, the amount due from and to the client can be netted off by Trackk, if permitted by Exchange, and only the difference shall be payable by or to the client.

Funds Receipt and Payments

a. No cash payment shall be accepted from/ made to the client as per the extract SEBI/ Exchange / Income Tax/PMLA Regulations.

b. Authorized electronic transfer (Payment Gateway, UPI, Net banking, etc.) of funds from Client's Bank Account to Stock Broker's specified bank account shall be accepted

c. Credit shall be given to the client immediately on bank payment authorization and receipt

d. Payment shall be accepted only from the client's pre-registered bank account.

e. All payments shall be made only in the name of the client.

f. In the case of a sale transaction, Trackk shall remit funds to the client within the time period specified, provided the client has delivered the securities to Trackk within the time prescribed

g. Trackk may refuse payments received from any bank account where the client is not the first holder or which is not pre verified during KYC process or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof.

h. Trackk shall not be responsible for any loss or costs arising from above refusal. However, inadvertently, if any such third-party payment has been processed by Trackk and the credit for the same has been given in the client's ledger, Trackk shall have the right to reverse such credit given on becoming aware of the same.

i. In such a scenario, Trackk reserves the right to liquidate any of the open positions and/or any of the collaterals received from the client. Trackk, shall not be responsible for any consequential losses, charges etc.

Default In Payment of Funds

1. The client agrees that Trackk may set off client's credit balances on NSE/BSE, hereinafter referred to as the "Exchanges" against the debit balances in one or more accounts of the client in relation to the said Exchanges and segments of the Exchanges. Trackk as a Stock Broker shall be entitled to sale/square off all or any of the client's positions in cash segment or derivative segment on any Exchange for non-payment of settlement obligations, Mark to market losses, margins, outstanding debts, etc. and adjust the proceeds of such sale/square off, if any, against the client's dues/ obligations on any Exchange/segment.

2. Losses and charges on account of such sale/square off shall be debited to the client account.
3. In case the client makes any request to Trackk for physical documents instead of electronic/ digitally signed documents including contract notes/ statement of accounts etc.; the client agrees to pay such amounts that Trackk may charge to cover the operational cost that Trackk incurs in preparing and delivering the said physical documents, reports etc., to the client.
4. The client hereby agrees and understands that in case of any non-compliance and/or default by the client in payment of delivery margin, MTM losses/margin, or for any other matters, without prejudice to Trackk's other rights, Trackk may recover charges/ penalties from the client and debit such charges/ penalty in the client's account, if permitted by Exchange. In the below cases where the short/non collection of upfront margin is attributable to clients viz; Cheque issued by client to member is dishonoured and/or increase in margins on account of change in hedge position by client/ expiry of some leg(s) of the hedge positions of the clients, the penalties will be recovered from the client

Imposition Of Penalty or Interest on Delayed Payment

The client is required to make the pay-in/ provide margin within the time limits provided by Exchange/Clearing corporation/Trackk.

Any amounts which are overdue from the client towards his transaction either in the cash or derivative segment or on account of any other reason, the client shall be charged delayed payment charges at the rate of 0.0431% per day or such other rate as may be determined by Trackk from time to time and informed to the client with 15 days prior notice.

Right To Sell Client's Securities or Close Out Client's Positions, Without Giving Notice To The Client on Account of Non-Payment of Dues

Trackk shall have the rights to square off the position(s) of the Client on account of non payment of margins, pay in obligations, outstanding debts etc. by the client and adjust the proceeds of such liquidation/close out, against the client's liabilities/ obligations. Trackk reserves the right to solely decide the order price and the Exchange platform for the sell.

In case of open intraday transactions, if the client does not square off his open positions before the specified time i.e 3.00 p.m or convert the open positions to delivery, Trackk shall attempt to square off/close out the open positions on the same day before closure of the market. On the days of market volatility, Trackk shall have the right to change the square of timing by either preponing or postponing the same. Further, whenever any price of stock or underlying contract breaches the internally prescribed percentage change for the day, Trackk may square off the existing open positions in the intraday segment without giving any prior notice to the client.

The Client accepts to comply with Trackk 's requirement of payment of margin/settlement obligations of the Client, without delay failing which Trackk may sell or dispose off the securities already pledged with it as collateral margin/lying as pledge in favour of CUSPA account of Trackk or square-off all or some of the outstanding margin/ F&O positions of the Client at its sole discretion without further reference to the Client and any resultant losses and associated costs that may be incurred due to such square -off/sale shall be borne by the Client. Trackk shall be fully indemnified and held harmless by the Client in this behalf at all times.

In exercise of Trackk 's right to sell securities, the choice of specific securities to be sold and the Exchange platform shall solely be at Trackk 's discretion.

The client is required to maintain required margin all the time i.e. till open position exist. Based on Exchange margins, Trackk reserves the right to change/modify the margin requirements at any point of time and if the client fails to meet the margin requirements, Trackk shall have the discretion to square off the open positions to the extent that the net available margin after deducting MTM losses meets the revised Initial margin requirements for the remaining open positions.

In addition to above, in case of equity derivatives transactions,

- a. Where the value of margin and collateral security pledged by the client with Trackk falls short of the applicable minimum margin as may be required to be maintained by the client.
- b. Where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with Trackk and the client has not taken any steps either to replenish the margin or reduce the positions

Trackk reserves the right to square off the open position of client and/or sell client's securities under the above circumstances, however Trackk is not obligated/does not guarantee to square off open positions and/or sell client's securities.

All losses in this regard shall be borne by the client and Trackk shall be fully indemnified and held harmless by the client.

Further, the client has been provided with app/web page through which he can ascertain details of his existing margin blocked, total margins required, MTM loss etc. The margin requirement derived and displayed in the app/web page will be considered as demand for the additional margin requirement by Trackk.

In volatile market conditions, Trackk may not be able to inform each and every client (one to one), regarding additional top up margin required after considering net available margin before squaring off the open positions. Clients are responsible to monitor their open positions and margin requirements all the times and furnish additional margin to Trackk, where required.

Where there is breach in stock specific market wide position limit (MWPL) in F&O segment as specified by Exchange, client shall not be permitted to take fresh positions in that stock/ underlying contract but he can square off his existing open positions. Square off may be initiated by Trackk when any of the position limits (Client level, Trading Member level) has breached and client has not reduced the open positions.

Right To Recover Dues and Outstanding Debits from Clients

The client agrees to comply with Trackk's requirement of payment of additional Margin/ MTM losses, settlement obligations, in time failing which Trackk may sell, dispose, invoke pledge on the securities already placed with it as collateral Margin pledge/ pledge in favour of CUSPA account of Trackk and sell or square-off all/ some of the open F&O positions/ Intraday positions of the client as it deems fit at its sole discretion without further reference to the client and any resultant losses/ associated costs that may be incurred due to such square -off/sale shall be borne by client. Trackk shall have the right to recover losses, costs, dues from the client.

Shortages In Obligations Arising Out of Internal Netting of Trades

1. In case the client defaults on his security pay-in obligation and in the event the trade was an internal net off at Trackk, then there could be internal shortages. Such internal shortages are marked against the client.

2. SEBI has made it compulsory for Stock brokers to utilize the Clearing corporation's auction facility to address internal shortages. According to this if a Stock broker has a shortage of securities due to a delivery default by a seller within the same Stock Broker's client base, the Stock Broker must conduct an auction on the Exchange to procure the necessary securities.

The Exchange will include these short quantities in auction session from where it will attempt to find fresh sellers who can deliver these shares, so that they can finally be delivered to the buying client. If no fresh sellers happen to be in the auction market for that security for the required quantity, then the trade shall get settled by closing out.

3. The settlement price for the auction is determined by the Clearing corporation and can be based on the actual auction price, or a percentage (like 120%) of the T+1 day's price or the buying/selling price

4. In case the final shortages in obligations arising out of internal netting of trades of securities which are available for trading in Future & Option segment of Exchange, then the short delivering client is debited by an amount equivalent to higher of:-

a) 2% above the official closing price on the auction day in case the scrip is a part of Nifty Index otherwise 5%

OR

b) The highest traded price from first trading day of the settlement till the auction day and the amount shall be credited to the Purchasing Client/Trading Member against such short.

5. Close-out of securities under Corporate Action - Where auction pay-out cannot be done on or before Record Date/ Book closure minus 1 business day, shortages shall be directly closed out at the highest price prevailing across the Exchanges from the day of trading till the day of auction or 10% above the settlement price on the auction day, whichever is higher, or as declared from time to time

6. All losses from the above shall be borne solely by the client and Trackk shall not be responsible for the same.

Conditions Under Which Client May Not Be Allowed to Take Further Positions or Broker May Close Existing Positions of Client

In addition to the conditions as provided under the policy of right to sell client's securities or close out client's positions as detailed above, Trackk 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:

a. In compliance with Regulatory directives/restrictions

b. Non-receipt of funds/securities and/or bouncing of cheque received from the client towards settlement obligations/margin/ mark to market losses/ ledger debits

- c. The concerned Securities position value/quantity breaching the limit specified by the Exchanges/ Regulator from time to time
- d. Any other conditions as may be specified by Trackk from time to time in view of market conditions, regulatory requirements, risk management measures, internal policies etc. and
- e. Due to any force majeure event.

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

Temporarily Suspending or Closing of Client Account at the Client Request

1. Client can initiate temporary suspension/closure of his account at any time by giving a request to Trackk either online or through a physical request. However, such suspension/ closure will be effected subject to clearance of all dues and settlement obligations by the client.
2. Notwithstanding any such suspension/ closure, all rights, liabilities and obligations of the client arising out of or in respect of transactions entered into prior to such closure/ suspension shall continue to subsist and binding on the client. In case the account has been temporarily suspended at the request of the client, the account shall be reactivated only on submission of a duly authenticated request for reactivation from the client within a period of 4 working days.

Suspension/Closure of Client Account

1. Trackk may suspend/close the client account if the client breaches any of Trackk's terms and conditions of client account or if the client had provided any false information or declaration to Trackk.
2. Trackk may suspend/close the client account if there is any instruction from competent authorities like SEBI, Exchange, police, statutory bodies or law enforcement agencies or if the client is suspected to be involved in any activities in violation of applicable laws. Any liabilities arising out of this action will have to be borne by the client.
3. Trackk may further at its sole discretion and with/without information to the client, prohibit or restrict or block the client's access to the use of the web site/ mobile app/trading channel or related services and the client's ability to trade, due to then prevailing market conditions or other internal policies including prevention of money laundering policy.

Treatment of Inactive Accounts:

Criteria of Inactive Accounts:

Time period

1. In case the Trading account is not operated by the client for a continuous period of twenty four months, the same shall be considered to be 'Inactive Account'.
2. Types of trades thru Trackk and actions that qualify client account to remain Active:
 - a. A completed order across any segment and Exchange via online or offline mode
 - b. Participation in OFS (Offer for Sale), Buybacks, or Open Offer
 - c. Successful bid in any IPO
 - d. Investment in Mutual Funds or Sovereign Gold Bonds (SGBs)

- e. Any account modification, such as change in contact details or address in client's KYC records
- f. Any other action as may be specified by Trackk.

If there is no qualifying activity from the list above for a continuous period of 24 months, the client account will be marked as Inactive. Once inactive, client's trading access across all segments and Exchanges will be restricted.

Return of client assets

Once a client account is classified as 'Inactive Account', all client assets lying with Tradebook e.g. funds, securities, etc shall be returned to client and pledge on securities, if any, shall be released within next 30 days.

Procedure for reactivation

To reactivate client account, a full Re-KYC (Know your customer) and IPV (In-person verification) will be required. Upon successful re-verification, the client account shall be reactivated within 4 working days.

INVESTOR CHARTER – STOCK BROKERS

1.VISION

To follow highest standards of ethics and compliances while facilitating the trading by clients in securities in a fair and transparent manner, so as to contribute in creation of wealth for investors.

2.MISSION

- i) To provide high quality and dependable service through innovation, capacity enhancement and use of technology.
- ii) To establish and maintain a relationship of trust and ethics with the investors.
- iii) To observe highest standard of compliances and transparency.
- iv) To always keep 'protection of investors' interest' as goal while providing service.
- v) To ensure confidentiality of information shared by investors unless such information is required to be provided in furtherance of discharging legal obligations or investors have provided specific consent to share such information.

3.Services provided to Investors by stock brokers include

- I. Execution of trades on behalf of investors.
- II. Issuance of Contract Notes.
- III. Issuance of intimations regarding margin due payments.
- IV. Facilitate execution of early pay-in obligation instructions.
- V. Periodic Settlement of client's funds.
- VI. Issuance of retention statement of funds at the time of settlement.
- VII. Risk management systems to mitigate operational and market risk.
- VIII. Facilitate client profile changes in the system as instructed by the client.
- IX. Information sharing with the client w.r.t. relevant Market Infrastructure Institutions (MII) circulars.
- X. Provide a copy of Rights & Obligations document to the client.
- XI. Communicating Most Important terms and Conditions (MITC) to the client. XII. Redressal of Investor's grievances.

4.Rights of Investors

- I. Ask for and receive information from a firm about the work history and background of the person handling your account, as well as information about the firm itself (including website providing mandatory information).
- II. Receive complete information about the risks, obligations, and costs of any investment before investing.
- III. Receive a copy of all completed account forms and rights & obligation document.
- IV. Receive a copy of 'Most Important Terms & Conditions' (MITC).
- V. Receive account statements that are accurate and understandable.
- VI. Understand the terms and conditions of transactions you undertake.
- VII. Access your funds in a prescribed manner and receive information about any restrictions or limitations on access.
- VIII. Receive complete information about maintenance or service charges, transaction or redemption fees, and penalties in form of tariff sheet.

- IX. Discuss your grievances with compliance officer / compliance team / dedicated grievance redressal team of the firm and receive prompt attention to and fair consideration of your concerns.
- X. Close your zero balance accounts online with minimal documentation
- XI. Get the copies of all policies (including Most Important Terms and Conditions) of the broker related to dealings of your account
- XII. Not be discriminated against in terms of services offered to equivalent clients
- XIII. Get only those advertisement materials from the broker which adhere to Code of Advertisement norms in place
- XIV. In case of broker defaults, be compensated from the Exchange Investor Protection Fund as per the norms in place
- XV. Trade in derivatives after submission of relevant financial documents to the broker subject to brokers' adequate due diligence.
- XVI. Get warnings on the trading systems while placing orders in securities where surveillance measures are in place
- XVII. Get access to products and services in a suitable manner even if differently abled
- XVIII. Get access to educational materials of the MIIs and brokers
- XIX. Get access to all the exchanges of a particular segment you wish to deal with unless opted out specifically as per Broker norms
- XX. Deal with one or more stockbrokers of your choice without any compulsion of minimum business
- XXI. Have access to the escalation matrix for communication with the broker
- XXII. Not be bound by any clause prescribed by the Brokers which are contravening the Regulatory provisions.

5.Various activities of Stock Brokers with timelines

S.No.	Activities	Expected Timelines
1.	KYC entered into KRA System and CKYCR	3 working days of account opening
2.	Client Onboarding	Immediate, but not later than one week
3.	Order execution	Immediate on receipt of order, but not later than the same day
4.	Allocation of Unique Client Code	Before trading
5.	Copy of duly completed Client Registration Documents to clients	7 days from the date of upload of Unique Client Code to the Exchange by the trading member
6.	Issuance of contract notes	24 hours of execution of trades
7.	Collection of upfront margin from client	Before initiation of trade
8.	Issuance of intimations regarding other margin due payments	At the end of the T day
9.	Settlement of client funds	First Friday/Saturday of the month / quarter as per Exchange preannounced schedule
10.	'Statement of Accounts' for Funds, Securities and Commodities	Monthly basis

11.	Issuance of retention statement of funds/commodities	5 days from the date of settlement
12.	Issuance of Annual Global Statement	30 days from the end of the financial year
13.	Investor grievances redressal	21 calendar days from the receipt of the complaint

6.DOs and DON'Ts for Investors

DOs	DON'Ts
<ol style="list-style-type: none"> 1. Read all documents and conditions being agreed before signing the account opening form. 2. Receive a copy of KYC, copy of account opening documents and Unique Client Code. 3. Read the product / operational framework / timelines related to various Trading and Clearing & Settlement processes. 4. Receive all information about brokerage, fees and other charges levied. 5. Register your mobile number and email ID in your trading, demat and bank accounts to get regular alerts on your transactions. 6. If executed, receive a copy of Demat Debit and Pledge Instruction (DDPI) However, DDPI is not a mandatory requirement as per SEBI / Stock Exchanges. Before granting DDPI, carefully examine the scope and implications of powers being granted. 7. Receive contract notes for trades executed, showing transaction price, brokerage, GST and STT/CTT etc. as applicable, separately, within 24 hours of execution of trades. 8. Receive funds and securities/ commodities on time, as prescribed by SEBI or exchange from time to time. 9. Verify details of trades, contract notes and statement of account and approach relevant authority for any discrepancies. Verify trade details on the Exchange websites from the trade verification facility provided by the Exchanges. 	<ol style="list-style-type: none"> 1. Do not deal with unregistered stock broker. 2. Do not forget to strike off blanks in your account opening and KYC. 3. Do not submit an incomplete account opening and KYC form. 4. Do not forget to inform any change in information linked to trading account and obtain confirmation of updation in the system. 5. Do not transfer funds, for the purposes of trading to anyone other than a stock broker. No payment should be made in name of employee of stock broker. 6. Do not ignore any emails / SMSs received with regards to trades - done, from the Stock Exchange and raise a concern, if discrepancy is observed. 7. Do not opt for digital contracts, if not familiar with computers. 8. Do not share trading password. 9. Do not fall prey to fixed / guaranteed returns schemes. 10. Do not fall prey to fraudsters sending emails and SMSs luring to trade in stocks / securities promising huge profits. 11. Do not follow herd mentality for investments. Seek expert and professional advice for your investments

<p>10. Receive statement of accounts periodically. If opted for running account settlement, account has to be settled by the stock broker as per the option given by the client (Monthly or Quarterly).</p> <p>11. In case of any grievances, approach stock broker or Stock Exchange or SEBI for getting the same resolved within prescribed timelines.</p> <p>12. Retain documents for trading activity as it helps in resolving disputes, if they arise.</p>	
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Additionally, Investors may refer to Dos and Don'ts issued by MIs on their respective websites from time to time.

7. Grievance Redressal Mechanism

The process of investor grievance redressal is as follows:

1.	Investor complaint/Grievances	<p>Investor can lodge complaint/grievance against stock broker in the following ways:</p> <p><u>Mode of filing the complaint with stock broker</u> Investor can approach the Stock Broker at the designated Investor Grievance e-mail ID of the stock broker. The Stock Broker will strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance.</p> <p><u>Mode of filing the complaint with stock exchanges</u> i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI) (https://scores.sebi.gov.in)</p> <p><u>Two level review for complaint/grievance against stock broker:</u></p> <ul style="list-style-type: none"> • First review done by Designated body/Exchange • Second review done by SEBI <p>ii. Emails to designated email IDs of Exchange</p>
2.	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	<p>If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/grievance on SMARTODR platform for its resolution through online conciliation or arbitration.</p>
3.	Steps to be followed in ODR for Review, Conciliation and Arbitration	<ol style="list-style-type: none"> 1. Investor to approach Market Participant for redressal of complaint 2. If investor is not satisfied with response of Market Participant, he/she has either of the following 2 options: <ol style="list-style-type: none"> i. May escalate the complaint on SEBI SCORES portal. ii. May also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration. 3. Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavor to resolve the matter between the Market Participant and investor within 21 days. 4. If the matter could not be amicably resolved, then the matter shall be referred for conciliation. 5. During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended

		<p>with 10 days by the conciliator with consent of the parties to dispute.</p> <p>6. If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration.</p> <p>7. The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days with consent of the parties to dispute.</p>
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8. Handling of Investor's claims / complaints in case of default of a Trading Member / Clearing Member (TM/CM)

Following steps are carried out by Stock Exchange for benefit of investor, in case stock broker defaults:

- Circular is issued to inform about declaration of Stock Broker as Defaulter.
- Information of defaulter stock broker is disseminated on Stock Exchange website.
- Public Notice is issued informing declaration of a stock broker as defaulter and inviting claims within specified period.
- Intimation to clients of defaulter stock brokers via emails and SMS for facilitating lodging of claims within the specified period.

Following information is available on Stock Exchange website for information of investors:

- Norms for eligibility of claims for compensation from IPF.
- Claim form for lodging claim against defaulter stock broker.
- FAQ on processing of investors' claims against Defaulter stock broker.
- Provision to check online status of client's claim.
- Standard Operating Procedure (SOP) for handling of Claims of Investors in the Cases of Default by Brokers
- Claim processing policy against Defaulter/Expelled members
- List of Defaulter/Expelled members and public notice issued

Annexure

INVESTOR CHARTER FOR DEPOSITORIES AND DEPOSITORY PARTICIPANTS

1. Vision

Towards making Indian Securities Market - Transparent, Efficient, & Investor friendly by providing safe, reliable, transparent and trusted record keeping platform for investors to hold and transfer securities in dematerialized form.

2. Mission

- To hold securities of investors in dematerialized form and facilitate its transfer, while ensuring safekeeping of securities and protecting interest of investors
- To provide timely and accurate information to investors with regard to their holding and transfer of securities held by them.
- To provide the highest standards of investor education, investor awareness and timely services so as to enhance Investor Protection and create awareness about Investor Rights.

3. Details of business transacted by the Depository and Depository Participant (DP)

A Depository is an organization which holds securities of investors in electronic form. Depositories provide services to various market participants - Exchanges, Clearing Corporations, Depository Participants (DPs), Issuers and Investors in both primary as well as secondary markets. The depository carries out its activities through its agents which are known as Depository Participants (DP). Details available on the link - <https://www.cdslindia.com/DP/dplist.aspx>.

4. Description of services provided by the Depository through Depository Participants (DP) to investors

(1) Basic Services

Sr. No.	Brief about the Activity / Service	Expected Timeline For processing by the DP after receipt of proper documents
1.	Dematerialization of securities	7 days
2.	Rematerialization of securities	7 days
3.	Mutual Fund Conversion / Destatementization	5 days

Sr. No.	Brief about the Activity / Service	Expected timeline for processing by the DP after receipt of proper documents
4.	Re-conversion / Restatementisation of Mutual fund units	7 days
	Transmission of securities	7 days
	Registering pledge request	15 days
	Closure of demat account	30 days
	Settlement Instruction	<p>For T+1 day settlements, Participants shall accept instructions from the Clients, in physical form up to 4 p.m. (in case of electronic instructions up to 6.00 p.m.) on T day for pay-in of securities.</p> <p>For T+0 day settlements, Participants shall accept EPI instructions from the clients, till 11:00 AM on T day.</p> <p>Note: 'T' refers 'Trade Day'</p>

(2) Depositories provide special services like pledge, hypothecation, internet based services etc. in addition to their core services and these include

Sr. No.	Type of Activity /Service	Brief about the Activity / Service
1.	Value Added Services	<p>Depositories also provide value added services such as</p> <p>a. <u>Basic Services Demat Account (BSDA):</u> https://trackk.in</p> <p>b. <u>Transposition cum dematerialization:</u> https://trackk.in</p> <p>c. <u>Linkages with Clearing System:</u> https://trackk.in</p> <p>d. Distribution of cash and non-cash corporate benefits (Bonus, Rights, IPOs etc.), stock lending, demat of NSC / KVP, demat of warehouse receipts etc.</p>

2.	Consolidated Account statement (CAS)	CAS is issued 10 days from the end of the month (if there were transactions in the previous month) or half yearly (if no transactions)
3.	Digitalization of services provided by the depositories	<p>Depositories offer below technology solutions and e facilities to their demat account holders through DPs:</p> <p>a. <u>E-account opening</u>: https://trackk.in</p> <p>b. <u>Online instructions for execution</u>: https://trackk.in</p> <p>c. <u>e-DIS/DematGateway</u>: https://trackk.in</p> <p>d. <u>e-CAS facility</u>: https://trackk.in</p> <p>e. <u>Miscellaneous services</u>: https://trackk.in</p>

5. Details of Grievance Redressal Mechanism

The Process of investor grievance redressal

1.	Investor Complaint/ Grievances	<p>Investor can lodge complaint/ grievance against the Depository/DP in the following ways:</p> <p>a. Electronic mode -</p> <p>(i) SCORES 2.0 (a web based centralized grievance redressal system of SEBI) https://scores.sebi.gov.in/ <u>Two Level Review for complaint/ grievance against DP:</u></p> <ul style="list-style-type: none"> - First review done by Designated Body - Second review done by SEBI <p>(ii) Respective Depository's web portal dedicated for the filing of complaint https://www.cdslindia.com/Footer/grievances.aspx</p> <p>(iii) Emails to designated email IDs of Depository complaints@cdslindia.com</p> <p>b. Offline mode: The complaints/ grievances lodged directly with the Depository shall be resolved within 21 days.</p>
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2.	Online Dispute Resolution (ODR) platform for online Conciliation and Arbitration	If the Investor is not satisfied with the resolution provided by DP or other Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through by online conciliation or arbitration. https://smartodr.in/
3.	Steps to be followed in ODR for Review, Conciliation and Arbitration	<ul style="list-style-type: none"> ➤ Investor to approach Market Participant for redressal of complaint ➤ If investor is not satisfied with response of Market Participant, he/she can escalate the complaint on SEBI SCORES portal. ➤ Alternatively, the investor may also file a complaint on SMARTODR portal for its resolution through online conciliation and arbitration. ➤ Upon receipt of complaint on SMARTODR portal, the relevant MII will review the matter and endeavour to resolve the matter between the Market Participant and investor within 21 days. ➤ If the matter could not be amicably resolved, then the Investor may request the MII to refer the matter case for conciliation. ➤ During the conciliation process, the conciliator will endeavor for amicable settlement of the dispute within 21 days, which may be extended with 10 days by the conciliator. ➤ If the conciliation is unsuccessful, then the investor may request to refer the matter for arbitration. ➤ The arbitration process to be concluded by arbitrator(s) within 30 days, which is extendable by 30 days.

6. Guidance pertaining to special circumstances related to market activities:

Termination of the Depository Participant

Sr. No.	Type of special circumstances	Timeline for the Activity/ Service
1.	Depositories to terminate the participation in case a participant no longer meets the eligibility criteria and/or any other grounds as mentioned in the bye laws like suspension of trading member by the Stock Exchanges. Participant surrenders the participation by its own wish.	Client will have a right to transfer all its securities to any other Participant of its choice without any charges for the transfer within 30 days from the date of intimation by way of letter/email.

7. Dos and Don'ts for Investors

(<https://www.cdslindia.com/Investors/Investorcharter.html>)

8. Rights of investors (<https://www.cdslindia.com/Investors/Investorcharter.html>)

9. Responsibilities of Investors

(<https://www.cdslindia.com/Investors/Investorcharter.html>)

10. Code of Conduct for Depositories

(<https://www.cdslindia.com/Investors/Investorcharter.html>) (Part D of Third Schedule of SEBI (D & P) regulations, 2018)

11. Code of Conduct for Participants

(<https://www.cdslindia.com/Investors/Investorcharter.html>) (Part A of Third Schedule of SEBI (D & P) regulations, 2018)

**DISCLOSURE OF MINIMUM MANDATORY TERMS AND CONDITIONS TO CLIENTS PURSUANT
TO SEBI RESEARCH ANALYST (RA) REGULATIONS**

1. Availing the research services: By accepting delivery of the research service, the client confirms that he/she has elected to subscribe the research service of Tradebook Consultancy Services Private Limited (RA) at his/her sole discretion. RA confirms that research services shall be rendered in accordance with the applicable provisions of the RA Regulations.

2. Obligations on RA: RA and client shall be bound by SEBI Act and all the applicable rules and regulations of SEBI, including the RA Regulations and relevant notifications of Government, as may be in force, from time to time.

3. Client Information and KYC: The client shall furnish all such details in full as may be required by the RA in its standard form with supporting details, if required, as may be made mandatory by RAASB/SEBI from time to time.

RA shall collect, store, upload and check KYC records of the clients with KYC Registration Agency (KRA) as specified by SEBI from time to time.

4. Standard Terms of Service: The client hereby consents on the following understanding:

“I / We have read and understood the terms and conditions applicable to a research analyst as defined under regulation 2(1)(u) of the SEBI (Research Analyst) Regulations, 2014, including the fee structure.

I/We are subscribing to the research services for our own benefits and consumption, and any reliance placed on the research report provided by research analyst shall be as per our own judgement and assessment of the conclusions contained in the research report.

I/We understand that –

- i. Any investment made based on the recommendations in the research report are subject to market risk.
- ii. Recommendations in the research report do not provide any assurance of returns.
- iii. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report.”

Declaration of the RA:

- i. It is duly registered with SEBI as an RA pursuant to the SEBI (Research Analysts) Regulations, 2014 and its registration details are: (registration number INH000023816, registration date November 2025)
- ii. It has registration and qualifications required to render the services contemplated under the RA Regulations, and the same are valid and subsisting;

iii. Research analyst services provided by it do not conflict with or violate any provision of law, rule or regulation, contract, or other instrument to which it is a party or to which any of its property is or may be subject;

iv. The maximum fee that may be charged by RA is ₹1.51 lakhs per annum per family of client.

v. The recommendations provided by RA do not provide any assurance of returns.

5. Consideration and mode of payment: The client shall duly pay to RA, the agreed fees for the services that RA renders to the client and statutory charges, as applicable. Such fees and statutory charges shall be payable through the specified manner and mode(s)/ mechanism(s).

6. Risk factors:

Some of the risks associated with investment in securities are as under :

Market fluctuations: Investments in securities are inherently subject to market risk. This means the value of client's investment can go up or down, and the client could lose money. This risk arises from various factors that affect the overall market, including company specific events, economic conditions, Geo political events etc.

Market Risk or Systematic Risk: It means that client may experience losses due to factors affecting the overall performance of financial markets and general economy of the country.

Inflation Risk: Inflation risk is also called as purchasing power risk. There is a chance that the cash flows from an investment would lose their value in future because of a decline in purchasing power due to inflation.

Liquidity Risk: Liquidity risk arises when an investment can't be bought or sold promptly.

Business Risk: It refers to the risk that a business of a company might be affected or may stop its operations due to any unfavourable operational, market or financial situation.

Unpredictable events: Factors like interest rate changes, inflation, economic recessions, and political instability can all impact market performance.

No guarantee of returns: Investment performance is not guaranteed and that client could experience losses.

Due diligence: It's crucial for the client to understand these risks and conduct thorough research before making any investment decisions.

7. Conflict of interest: The RA shall adhere to the applicable regulations/ circulars/ directions specified by SEBI from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest.

The disclosures regarding actual and potential conflict of interest shall be made available in the research reports published by RA

8. Termination of service and refund of fees: The RA may suspend or terminate rendering of research services to client on account of suspension/ cancellation of registration of RA by SEBI and it shall refund the residual amount to the client.

In case of suspension of certificate of registration of the RA for more than 60 (sixty) days or cancellation of the RA registration, RA shall refund the fees, on a pro rata basis for the period from the effective date of cancellation/ suspension to end of the subscription period.

9. Grievance redressal and dispute resolution: Any grievance related to (i) nonreceipt of research report or (ii) missing pages or inability to download the entire report, or (iii) any other deficiency in the research services provided by RA, shall be escalated promptly by the client to the person/employee designated by RA as below:

Mr. Aryan Jain Email id support@Trackk.in

The RA shall be responsible to resolve grievances within 7 (seven) business working days or such timelines as may be specified by SEBI under the RA Regulations.

RA shall redress grievances of the client in a timely and transparent manner. Any dispute between the RA and his client may be resolved through arbitration or through any other modes or mechanism as specified by SEBI from time to time.

10. Additional clauses: All additional voluntary clauses added by the RA should not be in contravention with rules/ regulations/ circulars of SEBI. Any changes in such voluntary clauses/document(s) shall be preceded by a notice of 15 days.

11. Mandatory notice: Clients shall be requested to go through Do's and Don'ts while dealing with RA as specified in SEBI master circular no. SEBI/HO/MIRSD-POD1/P/CIR/2024/49 dated May 21, 2024 or as may be specified by SEBI from time to time.

12. Optional Centralised Fee Collection Mechanism. SEBI has provided an optional 'Centralised Fee Collection Mechanism for IA and RA' (CeFCoM) available for payment of fees to RA. However RA has not availed the said facility

13. Registration granted by SEBI and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

14. Most Important Terms and Conditions (MITC):

1. These terms and conditions, and consent thereon are for the research services provided by the Research Analyst (RA) and RA cannot execute/carry out any trade (purchase/sell

transaction) on behalf of the client. Thus, the clients are advised not to permit RA to execute any trade on their behalf.

2. The fee charged by RA to the client will be subject to the maximum of amount prescribed by SEBI/ Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

2.1. The current fee limit is Rs 1,51,000/- per annum per family of client for all research services of the RA.

2.2. The fee limit does not include statutory charges.

2.3. The fee limits do not apply to a non-individual client / accredited investor.

3. RA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is one quarter. In case of pre-mature termination of the RA services by either the client or the RA, the client shall be entitled to seek refund of proportionate fees only for unexpired period.

4. Fees to RA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (i.e. currently recognized RAASB).

5. The RA is required to abide by the applicable regulations/ circulars/ directions specified by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The RA will endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.

6. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the RA.

7. The RA cannot guarantee returns, profits, accuracy, or risk-free investments from the use of the RA's research services. All opinions, projections, estimates of the RA are based on the analysis of available data under certain assumptions as of the date of preparation/ publication of research report.

8. Any investment made based on recommendations in research reports are subject to market risks, and recommendations do not provide any assurance of returns. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be as per the client's own judgement and assessment of the conclusions contained in the research report.

9. The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the client.

10. For any grievances,

Step 1: the client should first contact the RA using the details on its website or following contact details:

Customer care	Mr. Aryan Email id support@Trackk.in Phone no. 9137109339
Compliance Officer	Mr. Anand Shaha Email id compliance.officer@Trackk.in. Phone no.9819108622
CEO / Designated Director	Mr. Vedant Gupte, Director Email id CEO@Trackk.in Phone no. 8097963603
Head of Customer Care	Mr. Aryan Jain, Director Email id support@Trackk.in Phone no. 9137109339
For any grievance please mail to escalations@trackk.in or call on 8097963603	

Step 2: If the resolution is unsatisfactory, the client can also lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

Step 3: The client may also consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

11. Clients are required to keep contact details, including email id and mobile number/s updated with the RA at all times.

12. The RA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including RA.

"I / We have read and understood the terms and conditions applicable to a research analyst as defined under regulation 2(1)(u) of the SEBI (Research Analyst) Regulations, 2014, including the fee structure.

I/We are subscribing to the research services for our own benefits and consumption, and any reliance placed on the research report provided by research analyst shall be as per our own judgement and assessment of the conclusions contained in the research report.

I/We understand that –

- i. Any investment made based on the recommendations in the research report are subject to market risk.
- ii. Recommendations in the research report do not provide any assurance of returns.
- iii. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report."

MOST IMPORTANT TERMS AND CONDITIONS (MITC) (FOR TRADING ACCOUNT)

1. Your trading account has a “Unique Client Code” (UCC), different from your demat account number. Do not allow anyone (including your own stock broker, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the stock broker before you trade. The collateral can either be in the form of funds transfer into specified stock broker bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the stock broker website. Please do not transfer funds into any other account. The stock broker is not permitted to accept any cash from you.
3. The stock broker’s Risk policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the stock broker will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the stock broker. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The stock broker is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The stock broker is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the stock broker within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your stock broker for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The stock broker is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the stock broker as and when requested for. Kindly also keep your email Id and mobile phone details with the stock broker always updated.
9. In case of disputes with the stock broker, you can raise a grievance on the dedicated investor grievance ID of the stock broker. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.