Terms & Conditions

This document contains important information regarding the Terms and Conditions which apply to your account with Evermore., Member of National Stock Exchange of India Ltd. registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Regn. Nos - NSE - INB/INF/INE230793634 for Cash segment and SEBI Regn. Nos - NSE - INB/INF/INE230793634 for Derivatives segment), Member of Bombay Stock Exchange Ltd. (also registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Regn. Nos – MCX-SX- INE260793634 for Cash segment and SEBI Regn. Nos – MCXSX-INE260793634 for Derivatives segment). Your access to and use of your account is subject to your compliance with all the terms and conditions set forth herein. PLEASE READ THIS DOCUMENT CAREFULLY and retain it for future reference.

The website is owned, operated and maintained by Evermore. (has been referred to as evermore herein after), companies duly incorporated under the Companies Act,1956.. Please note that the information contained herein is subject to change without notice.

(A). GENERAL TERMS & CONDITIONS:

(A).1 Before availing of the Online trading services the Client shall complete registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website for registering himself as a client.

(A).2 The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of evermore. The Client will not hold nor seek to hold evermore or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost of damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by evermore or any other agency appointed/authorized by evermore. evermore does not represent and shall not be deemed to have represented, that the investment information on the web site is accurate or complete. The Client is aware that any information on the website based on the research of evermore or other external sources is subject to normal variations in the stock market and is merely an estimation of the viability or otherwise of certain investments, and evermore shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that employees of evermore are not authorised to give any such advice

and that the Client will not solicit or rely upon any such advice from evermore or any of its employees.

(A).3 SECURITY CODE(S), SECURITY PRECAUTION AND PASSWORD

(A).3.1 evermore will provide the client with a User Id, a trading password and or other identification or security code (by whatever name called) which enable him to avail of the facilities of Online Trading through evermore's web site over the telephone or in any such other manner as may be permitted by evermore for availing of the services. evermore may also provide the client with the User Id and password for accessing its back-office for various reports, etc, its Online IPO services and for such other services as per the terms of this agreement. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site. (A).3.2 The Client is aware that evermore's Online Trading System itself generates the initial password and that evermore is aware of. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to evermore.

(A).3.3 The Client shall be responsible for keeping the User Id and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through evermore's Online Trading System using the Client's User Id and/or Password whether or not such person was authorised to do so.

(A).3.4 The Client shall immediately inform evermore of any unauthorised use of the Client's User Id or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

(A).3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of online trading services through internet including the risk of misuse and unauthorised use of his User Id and/or Password by a third party and the risk of a person hacking into the Client's account on evermore's Online Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or User Id and also for any and all acts done by any person through evermore's Online Trading System on the Client's User Id in any manner whatsoever.

(A).3.6 Without prejudice to the provisions mentioned herein above, the Client shall immediately notify evermore in writing with full details if : (i) he discovers or suspects unauthorised access through his User Id, Password or account, (ii) he notices discrepancies that might be attributable to unauthorised access, (iii) he forgets his password or (iv) he discovers a security flaw in evermore's Online Trading System. (A).3.7 In any of the above events, the

Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request evermore in writing to discontinue his old Password; and thereupon evermore shall cause evermore's Online Trading System to discontinue the use of the Client's old Password and evermore's Online Trading System shall generate a new Password for the Client which shall be communicated to the Client. The Client agrees and undertakes to immediately change this password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to evermore. At no point in time evermore shall be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

(A).3.8 The Client shall ensure that he is the only authorized user of user name, user Id, customer user identification number and Password. evermore shall be entitled to presume that any order or instruction entered or communicated using the client's user name, User Id, customer user identification number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to evermore on demand all costs, charges, damages and expenses incurred by evermore as a consequence of access and or use of client's account, evermore's system or service by any third party using the client's user name, User Id, customer user identification number and pass word.

(A).3.9 The Client shall log off from the website at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.

(B). DEMAT ACCOUNT

(B).1 The client agrees to open, maintain and operate a valid de-mat account with the depository participant designated by evermore. (B).2 The client agrees that evermore may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more de-mat accounts with the depository participant designated by evermore. The client agrees that the debit/credit for all the transaction may be effected in this/these accounts

(C). BANK ACCOUNT(S)

(C).1 The client agrees that evermore may, at any time during the subsistence of any agreement relating to subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit /credit for all the transactions may be effected in this/these accounts.

(C).2 The client agrees that evermore shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions

covered under this agreement to the extent of the client's obligation to evermore in respect of the transactions done or to be done by evermore on behalf of the client on the Exchange, to the banks with whom it has affiliations. The Client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the aforesaid presents.

(C).3 The client agrees that evermore may reveal certain information with the evermore in the course of the agreement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.

(C).4 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account maintained by the client with such designated bank, for any reason or informs evermore of any misdemeanor or transgression by the client in the operation of the account or any other circumstance resulting in the closure or in operation of the said bank account with the designated bank, evermore may, at its discretion terminate services to the client and the client shall have no remedy therefrom.

(C).5 The client confirms that the bank account linked to the trading account is valid bank account of the client.

(D). ELECTRONIC PAYMENT GATEWAY

(D).1 Application for Electronic Payment Gateway for Net banking (D).1.1 evermore may offer Electronic Payment Gateway for Net banking to selected Customers at its discretion in collaboration with the concerned bank. The Constituent agrees that in order to be eligible for Electronic Payment Gateway for Net banking it/he/she would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works and have Net Banking facility with its/his/her bank. (D).2 Electronic Payment Gateway for Net banking Service (D).2.1 evermore shall endeavor to provide through Electronic Payment Gateway for Net banking or such services as evermore may decide from time to time. evermore reserves the right to decide the type of services which may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner at the discretion of evermore. evermore may also make additions/deletions to the services offered through Electronic Payment Gateway for Net banking at its sole discretion. The availability/non-availability of a particular service shall be advised through e-mail or web page of evermore or written communication.

(D).2.2 The Constituent agrees that it/he/her shall not use or permit to use Electronic Payment Gateway for Net banking or any related service for any illegal or improper purposes. The constituent also agrees that he / she shall use only his / her own account and not anybody else's account for making any payment to meet his / her settlement obligation. For any contravention of this provision evermore shall be entitled to any

or all of the courses of action as is mentioned in para no (L).2 of this agreement.

(E). POWER OF ATTORNEY / AUTHORISATION

(E).1 Depository Account The Client shall provide to evermore, a power of attorney authorizing evermore to debit/credit/block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the client's obligation to evermore in respect of the transactions done or to be done by evermore on behalf of the client on the Exchange.

(E).2 Bank Account The Client shall authorize evermore to debit/credit or block his bank account or create a lien on the amount lying in his bank account to the extent of the client's obligation to evermore in respect of the transactions done or to be done by evermore on behalf of the client on the Exchange.

(E).3 The Client also authorizes evermore to debit the charges payable to depository participant for depository services to the trading account of the client maintained with evermore.

(F). ORDERS

(F).1 All orders for purchase, sale or other dealings in securities and other instructions routed through the evermore's Online Trading System via the Client's User Id shall be deemed to have been given by the Client. (F).2 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the evermores interactive voice response or other telephone system may be recorded by evermore. The client also agrees that such recording and evermore's records of any orders, instructions and communications given or made by the client or evermore by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same. (F).3 The client agrees to provide information relating to customer user identification number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents evermore from accepting instructions from the Client over phone without usage of customer user identification number and such acceptance of instruction by evermore shall be binding on the client.

(F).4 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

(F).5 Evermore may from time to time impose and vary limits on the orders which the Client can place through the evermore's Online Trading System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that evermore may need

to vary or reduce the limits or impose new limits urgently on the basis of the evermore's risk perception and other factors considered relevant by evermore, and evermore may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that evermore shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through evermore's Online Trading System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that evermore may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through evermore.

(F).6 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on evermore's Online Trading System, evermore shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

(F).7 The Client agrees that evermore may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

(F).8 The client agrees evermore may impose scrip-wise surveillance or such other conditions as to scripwise limits, etc. The client also understands that evermore may impose various surveillances which may differ from client to client on the basis of the evermore's risk perception and other factors considered relevant by evermore.

(F).9 In case of a market order, the Client agrees that he will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the evermore's Online Trading System.

(G). TRADING, SETTLEMENT AND ACCOUNTS

(G).1 The Client shall be entitled to place an order for the sale or purchase of any Admitted Security at any time, regardless of the duration of the trading hours of the Exchange, through email, writing, telephonic placement by the client or his duly authorised representatives whose particulars has been provided by the client to evermore and on receipt of such instructions those orders shall be forwarded for the execution.

(G).2 The client agrees that all orders placed through the web-site shall be forwarded by the system to Exchange. All orders placed otherwise than through the web-site shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of evermore. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system. However, in the event that the order is placed at any other time, the order shall be routed to and executed during the next succeeding trading session of the Exchange.

(G).3 Online confirmation will be available to the client upon execution or cancellation of the order placed by him through the system of evermore. This shall be followed by a confirmation which may be sent by postal mail or courier or electronic mail or SMS or any other electronic means after the execution of the order, trade and this shall be deemed to be valid delivery thereof by evermore. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him online, by postal mail or by courier or by electronic mail or any other electronic means all confirmations of order, transactions, or cancellations. It shall be the responsibility of the client to follow up with evermore for all such confirmations that are not received by him within stipulated time.

(G).4 The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to evermore's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to evermore in writing via electronic mail or fax within twenty four hour from the time of receipt of the first notice. In all cases evermore shall have a right to accept or reject the client's objection.

(G).5 There may be a delay in evermore receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which evermore has entered into contracts or transactions on behalf of the clients Accordingly evermore may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold evermore responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any exchange.

(G).6 The client agrees that if, any circumstance or for any reason, the market close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that evermore may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be reprocessed, in any event.

(G).7 evermore may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip-specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.

(G).8 The client is aware, that the Stock Exchange may provide a facility for reconfirmation of orders, which are larger

than those specify by the evermore's risk management, and is also aware that the evermore has the discretion to reject the execution of such orders based on such risk perception.

(G).9 The client agrees further that evermore shall have the right to reject any order placed by the client for any reason and at any time without notice to the client.

(G).10 The client agrees that, if the order is not accepted on the web-site for any reason, evermore shall have the right to treat the order as having lapsed.

(G).11 The client is aware that the electronic trading systems either at the Exchange or in the office of evermore offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of nonexecution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure / disruption/ breakdown of system or link, evermore shall be entitled to cancel relative request/(s) with the Client and shall not be able to execute the desired transactions of the client's. In such event, evermore does not accept responsibility for any losses incurred / that may be incurred by the Client due to such eventualities which are beyond the control of evermore.

(G).12 evermore, may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

(G).13 The client agrees to abide with and be bound by all the Rules and Circulars that evermore may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by evermore and the orders placed by him on the web-site or any other manner.

(G).14 The systems used by evermore for providing Online Trading services or dial up services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.

(G).15 Any and all instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client. These authorizations shall be on Non Judicial Stamp Paper of requisite value clearly describing the scope of authorization. In case of Corporate Entities, these authorizations shall be in the form of Board resolutions duly signed by the Director of the company.

(G).16 Auto Square Off Clients agree that evermore would have the discretion to square off the position of Client/s in following circumstances: (a) In case of Margin Trades, if the open buy position is neither squared off nor converted to Delivery by Client/s atleast 15 (fifteen) minutes before the scheduled time of normal market close. (b) In case of Margin Trades, if the open sell position is neither squared off nor converted to Delivery by

Client/s atleast 15 (fifteen) minutes before the scheduled time of normal market close. (c) In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with us.

(d) In all other cases where the margin or security placed by the Client/s falls short of the requirement or where the limits given to the Client/s have been breached or where the Client/s have defaulted on their existing obligation Client/s agree that although the auto square off trigger point is pre-defined, subsequent to which evermore could exercise its discretion to carry out the square off within a reasonable period of time, the actual execution could happen at a price different from the trigger point and the Client/s agree to bear the loss based on actual executed price. evermore shall also have the right to cancel any or all open orders and/or close any or all outstanding requests. Client/s understand that in case the Auto Square off does not take place due to certain reasons like price band, etc. then evermore shall Convert the open positions to Delivery. If the conversion also fails due to nonavailability/shortage of Demat shares, then for the open sale position, the Client/s will have to face auction or close out as per the rules of the concerned Exchange. Consequently, Client/s will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange. If the conversion also fails due to insufficient funds/no funds, then for the open buy position, the shares will not be delivered to the Client/s and evermore will liquidate the shares anytime and the Client/s will be liable for any resulting losses and all associated costs incurred by evermore.

(G).17 Mistaken Orders evermore shall not be responsible for any order, that is made by the Client by mistake and every order that is entered by the Client through the use of the allotted user name \User Id and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

(G).18 Cancellation or modification of the requests:

(G).18.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the clients request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

(G).18.2 The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from evermore is received by the client. However due to technical other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until evermore has so confirmed in writing.

(G).18.3 The Exchange may annul a trade suo-moto without giving a reason thereof. In the event of such annulment, evermore

shall be entitled to cancel the relative contract(s) with the Client.

(G).18.4 The pending orders shall be governed as per the exchange systems, after the market is closed for the day

(G).19 evermore shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992 within twenty four hour of the execution of the trade. Such contract note, if issued in physical form shall be dispatched by evermore by courier, at the address mentioned in this agreement or at any other address expressly informed to evermore by the client. The client agrees that evermore to issue the contract note in digital form which shall be sent by way of electronic mail to the address provide by the client. When evermore uploads the digital contract notes on the web-site www.fairwealth.in the same shall be deemed to be received by the client. evermore shall not be responsible for the non – receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to evermore in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All such confirmations and statements shall be deemed to have been accepted as correct if the client does not object in writing to any of the contents of such trade confirmation/intimation within twenty four hour to evermore.

(G).20 evermore may allow/disallow client from trading in any security or class of securities, or derivatives contracts and impose such conditions including scrip wise conditional trading for trading as it may deem fit from time to time.

(H). MARGIN

(H).1 The Client agrees and undertakes to immediately deposit with evermore such cash, securities or other acceptable security, which evermore may require as margin. The Client agrees that evermore shall be entitled to require the Client to deposit with evermore a higher margin than that prescribed by the Exchange. evermore shall also be entitled to require the Client to keep permanently with evermore a margin of a value specified by evermore so long as the Client desires to avail of the Online Trading Service of evermore.

(H).2 The Margin will not be interest bearing. evermore shall have, at its sole discretion, the irrevocable right to set off a part or whole of the Margin i.e by the way of appropriating of the relevant amount of cash or by sale or transfer of all or some of the Securities which form part of the Margin, against any dues of the Client or of a member of the group of the Client (for the purposes of these Terms, "Group" shall mean all the individuals, group companies, firms, entities and the persons as specified in the schedule to the Member Client Agreement) in the event of the failure of the Client or a member of the Group of the Client to meet any of their respective obligations under these Terms.

(H).3 The client agrees and authorizes evermore to determine the market value of securities placed as margin after applying a

haircut that evermore may deem appropriate. The client undertakes to monitor the market value of such securities on a continuous basis. The client further undertakes to replenish any shortfall in the value of the margin consequents to a fall in the market value of such securities placed as margin immediately whether or not evermore intimates such shortfall.

(H).4 evermore may at its sole discretion prescribe the payment of Margin in the form of cash instead of or in addition to margin in form of securities. The Client accepts to comply with the requirement of evermore with respect to payment of Margin in the form of cash immediately. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), 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 amount, 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.

(H).5 The client agrees to abide by the exposure limits, if any, set by the evermore or by the Exchange or Clearing Corporation or SEBI from time to time. (H).6 The client is also aware that evermore is required to deposit sufficient margin with the Exchange to enable all its eligible clients to trade subject to such limits as may be imposed by evermore on the basis of evermores' risk perception and other factors considered relevant by evermore. However, there may be circumstances when the deposits made by evermore with the Exchange may not be sufficient in times of extreme volatility and Trading terminals of evermore may get temporarily suspended because of the cumulative effect of non-meeting of obligation by various clients as per this agreement. In these circumstances, no client shall have the right to claim any damages from evermore for any loss that they might incur on account of such suspension of trading.

(H).7 The Client agrees that any securities/cash placed by him/her/it as margin may in turn be placed as margin by evermore with the Exchanges or banks or such other institution as evermore may deem fit. The Client authorizes evermore to do all such acts, deeds and things as may be necessary and expedient for placing such securities/cash with the Exchanges/Banks/Institutions as margin.

(H).8 Any reference in these terms to sales or transfer of Securities by evermore shall be deemed to include sale of the Securities which form part of the Margin maintained by the Client with evermore. In exercise of evermore's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the discretion of evermore.

(H).9 evermore agrees 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 evermore for itself or for any other client or for any purpose other than the purposes mentioned

in SEBI Rules and Regulations circulars /Guidelines / Exchanges, Rules / Regulations / Bye-laws and Circulars.

(H).10 The Client agrees and empowers/authorize evermore to act at its discretion for merging balances kept under various accounts held with evermore such as Online Trading Account, Offline Trading Account, CDSL (or NSDL) DP Account, CM Trading Account and F&O Trading Account etc., to nullify the debit in any other account of the Client held with evermore without taking any further instructions from the Client. Similarly the Client agrees and empowers/authorize evermore to merge the securities kept with evermore in various accounts in order to nullify the debit in any account of the Client. The Client hereby authorizes evermore to change or alter the list of Securities on which margin trading is allowed.

(I). MAINTENANCE OF TRADING ACCOUNT

(I).1 The client has requested and hereby authorizes evermore to consider his account with evermore and/or its group/associated companies/sister concerns on a consolidated basis for the purpose of determining collection/payment of dues with respect to the funds and securities due to/due from evermore and/or its group/associated companies/sister concerns. The client has represented that this will facilitate him day-to- day operations in movement of funds and securities. The client has represented that he has given similar instruction to the group/ associated companies/sister concerns of evermore. In consideration of evermore agreeing to this, the client agrees that if any amount is overdue from/to him including the interest payment, the same shall be adjusted by evermore from dues owed to the client by/from any of the group or affiliate/associate/sister company of evermore. Furthermore, any money owed by/from any group or affiliate/associate/sister concerns of evermore to/from the client shall be offset against the dues owed by the client to/from evermore. Thus the client authorizes evermore to make adjustments and/or to set off a part or whole of the securities placed as margin/collateral, and/or any credit in any account of the client so mentioned with evermore or with any of its group/affiliate/associate/sister concerns of the evermore against the outstanding dues in any of the account maintained by the client either with evermore or with any of its/group/affiliate/associate/sister concerns. This authorization shall be treated as standing authorization and any entry passed or adjustments done by evermore and its group/associated companies/sister concerns to give effect to this authorization shall be binding on the client. The client understands and confirms that this authorization forms basis for evermore to give trading limits and for any other facilities offered by evermore to the client. Merely on the ground that evermore is required to maintain segment wise / broker wise/ entity wise account of the client, the client shall not dispute such entries passed by evermore. For the purpose of giving effect to this clause, the client expressly permits evermore to share information relating to

the client with its group/associated companies/sister concerns.

(I).2 The Client authorizes evermore to maintain the trading account on running account basis with respect to funds and securities. Exchanges require evermore to maintain the client account for each exchange/segment separately. For this purpose evermore may allocate the payment received from client and payments made to the client for any exchange/segment. Similarly the client authorizes evermore to pass such entries to adjust the debit/credit balance of the client in trading account of one exchange/segment to other or vice-versa. The Client also authorizes evermore to maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of the client account as maintained by evermore shall be binding on the client. Without affecting the generality of the aforesaid the parties hereto agree as follows:

(I).2.1 Money pay in to evermore: The Client agrees that all payments due to evermore will be made within the specified time and in the event of any delay, evermore may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to evermore shall be from the account of the client and shall not to be from any third party.

(I).2.2 Money pay out to evermore: Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes evermore to release all payments due to him from the trading account maintain with evermore, against specific request in this behalf. For the purposes of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for evermore to execute an instruction. Any payment made to the designated bank account as per information available with evermore shall be deemed to be payment made to the client.

(I).2.3 Securities pay in to evermore: All delivery to be effected to evermore for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the exchange by the evermore as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non delivery of securities on the settlement date on the exchange. No third party shares will be sold through the evermore or third party payment should be made to evermore and client will be solely responsible for any violation. If the client has sold any securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to cost s and consequences thereof of the client

(I).2.4 Securities pay out by the evermore: evermore may directly credit the demat account of the client with the depository participant or maintain the securities

account with evermore on running account basis. Provided that if the order placed by the client through the web-site or otherwise is for securities which are in the no delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum due from the client evermore may withholds the credit of securities to the demat account of the client. However the client authorizes evermore to withhold the securities to meet liabilities of client to evermore under this agreement.

(I).2.5 Securities shortages in pay-in and pay-out: The Client agrees to be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by evermore, either through orders placed through the use of the e-broker services and dial-up services of evermore or otherwise as may be issued by evermore from time to time. In case of internal storage of securities, any entry passed to the account of client in accordance with practice consistently followed by evermore across all its clients shall be binding on the client. Further in case of shortage of securities, the client authorizes evermore to borrow shares on behalf of the client and debit the charges from the same to the client's account mentioned with evermore.

(I).2.6 evermore is entitled to consider any sum or money or security lying to the credit of the client as margin received.

(J). REPRESENTATIONS AND WARRANTIES

(J).1 The Client hereby warrants that he is capable of executing the present agreement and that the terms of the presents are not in contravention of any rights of any party with whom such client has any agreements, at any time prior to the execution of this agreement.

(J).2 The Client agrees that he is trading for his own account and shall not act as an intermediary.

(J).3 Though the agreement has been divided into sections governing transactions in various segments/services, the agreement shall be binding on the parties in its entirety. Entering into the agreement governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the evermore.

(J).4 The Client warrants that he has, mentioned and operates a valid account with a designated Depository Participant for execution of orders through the Online Trading facilities or otherwise. The Client states that he has opened/agrees to open a valid and subsisting demat account with the depository participants, designated by evermore. (J).5 He agrees to provide and continue to provide all details about themselves as may be required by evermore, including but not restricted to PAN Number or Unique Identification Number (issued by SEBI), and states all details and facts represented to evermore are true.

(J).6 The Client represents and warrants to evermore that all the information provided and statements made in the Client's Online Trading Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that evermore has agreed to provide evermore's Online Trading Service to the Client on the basis, inter alia, of the statements made in the Client's Online Trading Account Application.

(J).7 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Online Trading Service of evermore may at any time be unavailable without further notice. evermore and the Exchange do not make any representation or warranty that the Online Trading Service of evermore will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or evermore on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of evermore or the Exchange's service or systems for any reason whatsoever

(J).8 The evermore states that it has complied with and will continuously comply and if not proposes to comply with all statutory and regulatory directions to offer the Internet Trading services through the web-site www.fairwealth.in and for dealing in cash and derivative segment of the exchange.

(J).9 The Client warrants that all or any of the securities deposited by him with evermore in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances

(J).10 The Client/s agree to indemnify and hold evermore harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the Web Banking\ Net Banking, user Id and password by the Client/s.

(J).11 The Client/s hereby agree to indemnify evermore for any loss, liability, costs or damages that may be incurred by all or any of them due to a breach of any of their obligations under the Clients Agreement.

(J).12 The Client hereby confirms and warrants that the Client authorizes evermore to take all such steps on the Clients behalf as may be required for provisions or to complete or settle any transactions entered into through or with evermore or executed by evermore on behalf of the Client, However, nothing herein shall oblige evermore to take such steps.

(J).13 The Client understands that the exchange asserts a proprietary interest in all of the market data it furnishes, directly or through evermore or otherwise. The Client understands that the exchange does not

guarantee the timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither evermore nor the Exchange shall be liable in any way for incorrect, misleading or dated data or information and, if the client acts on the basis of the same, he shall do so at his own risk and cost.

(J).14 The client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost

(J).15 Corporate Benefits; Settlement Cycles The Client accepts responsibility for knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares he/she/it intends to trade in or held on his/her/its account and the eligibility of the shares to meet share pay-in obligations to Exchanges whether received by way of purchases, right, bonuses, stock spilt, off-market transfer or otherwise. evermore will pass to the Client whatever corporate benefits are received from the companies directly like dividends and bonus shares. For other corporate benefits/actions like Rights issues/Open offers etc. where shareholders are required to apply to the company, it is the Client's responsibility to track announcements of such corporate benefits and then apply to evermore/company if Client so desires. evermore shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect whom and for whom it may have had transaction in securities. evermore shall not be liable for any real/notional loss suffered by the Client, if Client fails to apply for such corporate benefits in time for the shares held by evermore on behalf of the Client. In some cases, evermore at the Client request may apply on behalf of the Client for a Rights issue/Open offer for the shares held by evermore on behalf of Client. evermore shall not be liable for any loss/claim whatsoever in case such application is rejected by the Registrar/Company/Manager to the issue for any reason.

(K). FEES AND BROKERAGE

(K).1 The Client agrees to pay to evermore brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from evermore.

(K).2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by evermore to the Client from time to time upon request by the Client

(K).3 USER FEES / OTHER CHARGES: The client agrees that evermore may charge user fees for the use of any other service including but not restricted to the Online Trading service and dial up services, at a rate mentioned on the web-site or otherwise intimated and as may be modified from time to time. evermore may charge any other relevant charge in the manner intimated on the web-site or in any other manner from

time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc. as applicable.

(K).4 The client also agrees and authorizes evermore, upon receipt of intimation from the designated depository participant, to debit the trading account of the client towards depository charges payable by the client to the designated depository participant and make onward payment to the designated Depository Participant.

(L). DEFAULT AND CONSEQUENCES THEREOF

(L).1 The Client agrees that he shall be deemed to have defaulted the terms of this agreement in circumstances included but not restricted to the following:

(L).1.1 Any delay in payment of margins, charges or delivery in respect of this agreement for transactions executed on behalf of the client.

(L).1.2 Any contravention of the terms contained in this Agreement or on the web site.

(L).1.3 Any misrepresentation or false statement or omission, or misleading information supplied by the client to evermore.

(L).2 In the event of default under this agreement by the client, evermore shall be entitled to any or all of the following courses of action.

(L).2.1 Immediate termination of this agreement and terminations of provision of services in terms of this agreement.

(L).2.2 Other remedies as may be available in terms of the law in force, at that point of time.

(L).2.3 Arbitration in terms of this agreement.

(L).2.4 Charge of an amount that shall not exceed that actual losses incurred by evermore consequent to the default along with the interest at market rates

(L).3 The client agrees, that without prejudice to any other remedy or right prescribed in the presents, evermore may charge daily interest at the rate of 2% per month or such other rate as may be communicated from time to time for any delay in the payment of charges, margin or any other sum due to evermore as the case may be

(M). LIEN / SET-OFF

(M).1 Notwithstanding anything contrary contained in the agreement, evermore shall have the unrestricted right of lien and set-off as provided in this agreement.

(M).2 All the funds of the client in the bank account with designated bank shall be subject to lien for the discharge of any or all payments to evermore from the client or in respect of any other obligation that client may have to evermore.

(M).3 All securities in the demat account opened in terms of the agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to evermore or to the depository participant from the client or any other obligation that the client may have to evermore or to the depository participant and may be held by evermore as a security against default by the client in the respect of the services already availed of by the client.

(M).4 The enforcement of the lien aforementioned in this clause shall be at the sole and complete discretion of evermore and evermore alone may decide the securities to be sold, if any.

(M).5 The Client authorizes evermore to block securities against pending order or pledge securities in favour of evermore against any of his dues, provided that this requirement may be waived by evermore, at its discretion, by suitable modification to the terms and conditions.

(M).6 The Client agrees that evermore shall have the right of set-off amongst all trading account maintained by the client with evermore.

(M).7 The right of the lien/set-off as aforesaid shall extend to the trading accounts of the client with respect to transactions with the associated concerns, affiliates or sister concerns of evermore as though such accounts are maintained with evermore.

(N). VERIFICATION evermore may adopt any such processes or procedures to verify the genuineness of the client and the documents submitted by the client from time to time and client agrees to comply with such processes and procedures. Such processes and procedures may involve appointment by evermore an outside agency.

(O). INVESTMENT OR ANY OTHER ADVICE

(O).1 The Client agrees that evermore shall not be required to provide the client with any form of legal, tax, investment or accounting related advice, or advice regarding the suitability or profitability of a security or investment.

(O).2 The Client agrees that none of the services available on the web-site or through any literature or brochure issued by evermore shall amount to investment advice on the part of evermore.

(O).3 The Client agrees that in the event of evermore or any employee or official of evermore, providing any information, recommendation or advice to the client, the client may act upon the same at the sole risk and cost of the client, and evermore shall not be liable or responsible for the same.

(O).4 evermore, and its directors, partners, officers, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

(P). MISCELLANEOUS

(P).1 The client agrees to abide by operational procedures laid down by evermore regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the website

(P).2 Interruption in service. evermore does not warrant that the service will be uninterrupted or error free. The service is provided in an "as in" and "as available" basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The client agrees that evermore shall not be held responsible for delays in transmission of orders due to breakdown of the system or failure of communication facilities either due to the fault of the systems of evermore or of the Exchanges or otherwise or for any other delay beyond the reasonable control of evermore due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of evermore.

(P).3 Use of web content The Client agrees that each participating Exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The Client shall use real-time quotes received on the web site of evermore only for the Client's individual use and shall not furnish such data to any other person or entity. The Client is authorized to use materials which are made available by the web site of evermore for the Client's own needs only, and the client is not authorized to resell access to any such materials or to make copies of any such materials for sale or use to and by others. The Client shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the evermore's web site

(Q). MODIFICATIONS

(Q).1 All modification to this Agreement shall be made solely at the discretion of evermore and shall be intimated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner.

(Q).2 The client agrees that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification

(R). ASSIGNMENT

The client agrees that evermore may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign, transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and /or obligations in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of evermore under this Agreement or any amendment or modification hereto shall vest and ensure for

such assignee without any further act, deed, matter or thing and the client agrees to the same. (S). NO WAIVER The failure on the part of evermore from taking any action against the client for any breach or breaches of the Agreement shall not constitute a waiver by evermore of any subsequent or continuing breach thereof by the client

(T). INDEMNITY

(T).1 evermore shall be indemnified by the client in case of any action initiated against evermore by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such evermore may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.

(T).2 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, evermore may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.

(T).3 The client is aware that authentication technologies and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and /or their authorized representatives are not revealed to any third party. The client also agrees to indemnify evermore from any loss, injury, claim or any action instituted against evermore arising from the misuse of the password by any party

(T).4 The client shall indemnify and keep indemnified evermore harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, changes and/or expenses that are occasioned or may be occasioned to evermore directly or indirectly, as a result of bad delivery of shares/securities and/or as a result of fake/ forged/stolen shares/securities/transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/ operations on the Exchange.

(U). FORCE MAJEURE evermore shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

(V). SEVERANCE In the event of any one or more of the provisions contained in this Agreement becoming invalid, illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.

(W). NOTICES

(W).1 All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the party to this agreement such as a) by hand deliver b) under certificate of posting c) by registered post d) by post e) by electronic mail or fax f) by telegram g) by affixing it on the door at the last known business or residential address. h) By oral communication to the party or on the last known telephone number or on the recording machine of such number. i) By advertising in atleast one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated. j) By notice posted on the notice board of the Exchange if no address is known. Any communication sent by evermore to the Client shall be deemed to have been properly delivered or served, if such communication is returned on evermore as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address /residing address and / or at the ordinary business address of the party to this agreement.

(W).2 Unless the Client informs evermore of the change of the address for communication in writing all notice circulars, communication or mail sent to the existing address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

(W).3 Certain policies and/or procedures may be further outlined on the evermore's web site and material/ literature and frequently asked question (FAQ's) provided to the Client. Through the use of the evermore's web site and services the Client agrees to be bound by any and a such notices, polices and terms of doing business.

(X). PROPRIETARY TRADING evermore discloses herewith that it undertakes proprietary trading in addition to Client based trading.

(Y). TERMINATION

(Y).1 Unless specified otherwise, both parties shall be entitled to terminate this agreement at will and without giving any reasons to the other party but not without giving a notice in writing of not less than one month that shall be dispatched to the address mentioned in this agreement. However, such cancellation or termination shall not have any effect on any transaction(s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this agreement, and / or the terms and conditions as prescribed.

(Y).2 This agreement shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.

(Y).3 In the event of a Governmental action or action from any regulatory authorities debarring evermore from carrying on business or rendering it impossible to transact the business or broking or Online Trading, this agreement shall stand terminated.

(Y).4 The rights and obligations of the parties under this agreement which by their nature survive the termination of this agreement shall not be extinguished by the termination of this agreement.

(Z). ARBITRATION

(Z).1 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with or related to the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the dispute shall, as far as possible be settled with the help of the officials of the exchange and if no such settlement is possible the parties hereby agree to refer such dispute(s) to arbitration in accordance with the rules, bye-laws and regulations of the said stock exchange. evermore and client hereby agree that they shall co-operate with the exchange officials and provide all relevant documents in their possession so as to expedite the settlement through the arbitration process.

(Z).2 evermore and the client hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the present agreement or from the provision of the online trading services by evermore and will accept arbitration awards in respect thereof.

(AA). APPLICABILITY OF LAW The provisions of this agreement shall always be subject to Statutory notifications, any rules, regulations and guidelines issued by SEBI and the Stock Exchange rules, regulations and Byelaws that may be in force and applicable from time to time.

(AB). JURISDICTION All trades, transactions and contracts are subject to the rules and regulations of the exchange and depository and shall be deemed to be and shall take effect as wholly made, entered into and be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and regulations of the exchange and the bye-laws and business rules of the depositor