

Policy & Procedure for prohibiting Insider Trading

Refusal of orders for penny / illiquid stock

The trading member may from time to time limit (quantity/ value) / refuse orders in one or more securities due to various reasons including market liquidity, value of security(ies), the order being for securities which are not in the permitted list of the trading member / exchange(s) /SEBI. Provided further that trading member may require compulsory settlement / advance payment of expected settlement value/ delivery of securities for settlement prior to acceptance / placement of order(s) as well. The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone.

The trading member may require reconfirmation of orders, which are larger than that specified by the trading member's risk management, and is also aware that the trading member has the discretion to reject the execution of such orders .• based on its risk perception.

Setting up client's exposure limits and conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client

The trading member may from time to time impose and vary limits on the orders that the client can place through the trading member's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The

client is aware and agrees that the trading member may need to vary or reduce the limits or impose new limits urgently on the basis of the trading member's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/ market level limits in security specific / volume specific exposures etc.), and the trading member may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the trading member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the trading member's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the trading member 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 the trading member, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being outside the limits set by trading member / exchange/ SEBI and any other reasons which the trading member may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

The trading member is required only to communicate / advise the parameters for the calculation of the margin / security requirements as rate(s) / percentage(s) of the dealings, through anyone or more means or methods such as post / speed post / courier / registered post / registered AD / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone

includes such devices as mobile phones etc.) including *SMS* on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer; by informing the client through employees / agents of the trading member; by publishing / displaying it on the website of the trading member / making it available as a download from the website of the trading member; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department/ the courier company / newspaper company and the e-mail / voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department / the courier company / the e-mail / voice mail service provider, etc. by the trading member and the client agrees never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of security) on his /her fits own and provide the required / deficit margin / security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the trading member to the client and / or whether or not such communication is received by the client.

The client is not entitled to trade without adequate margin / security and that it shall be his / her / its responsibility to ascertain beforehand the margin / security requirements for his / her / its orders / trades / deals and to ensure that the required margin / security is made available to the trading member in such form and manner as may be required by the trading member. If the client's order is executed despite a shortfall in the available margin, the client, shall, whether or not the trading member intimates such shortfall in the margin to the client, make up the shortfall suo moto immediately. The client further agrees that he /she lit shall be responsible for all orders (including any orders that may be executed without the required margin in the client's account) & / or any claim / loss/ damage arising out of the non availability /shortage of margin /security required by the trading member &/ or exchange &/ or SEBI.

The trading member is entitled to vary the form (i.e., the replacement of the margin / security in one form with the margin / security in any other form, say, in the form of money instead of shares) & / or quantum & / or percentage of the margin & / or security required to be deposited / made available, from time to time.

The margin / security deposited by the client with the trading member are not eligible for any interest.

The trading member is entitled to include / appropriate any / all payout of funds & / or securities towards margin / security without requiring specific authorizations for each payout.



Multigain Securities Services Pvt. Ltd.

Member : National Stock Exchange of India Ltd. (Member ID - 13766) (SEBI REG. No. INB/INE/INF 231376634)
Bombay Stock Exchange Ltd. (Member ID - 13766) (SEBI REG. No. INB / INF 011376630)
MCX Stock Exchange Ltd. (Member ID - 59500) (SEBI REG. No. INE 261330935)
United Stock Exchange of India Ltd. (Member ID - 13766) (SEBI REG. No. INE 271376634)

The trading member is entitled to transfer funds &/ or securities from his account for one exchange & / or one segment of the exchange to his / her / its account for another exchange & / or another segment of the same exchange whenever applicable and found necessary by the trading member. The client also agrees and authorizes the trading member to treat / adjust his / her / its margin / security lying in one exchange & / or one segment of the exchange / towards the margin / security / pay in requirements of another exchange & / or another segment of the exchange.

The trading member is entitled to disable / freeze the account & / or trading facility / any other service facility, if, in the opinion of the trading member, the client has committed a crime / fraud or has acted in contradiction of this agreement or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the trading member so apprehends.

Multiplying Your Money - Ethically