

GENERAL TERMS & CONDITIONS FOR VARIOUS FINANCIAL SERVICES BEING OFFERED

o3 Securities Private Limited ("o3 Securities") offers a broad range of financial services to its Clients that include stock-broking, discretionary, non-discretionary and advisory portfolio services, depository services and distribution of third-party financial products.

Documented herein are the general terms & conditions (GT&C) under which these services are provided by o3 Securities. Additional terms of service relevant to the above-mentioned services are documented in product specific client registration documentation, undertakings, and terms & conditions as mandated by SEBI/Stock Exchanges (hereinafter collectively referred to as "Agreements") pertaining to the respective services. Where clauses exist that are common between Agreements and the GT&C, those in the Agreements shall take precedence in the event of a conflict.

Terms of Service

1. o3 Securities shall endeavour to provide a range of products and services that it feels are suitable for Clients based on their financial needs, risk profile, investment objectives and other information provided by them.
2. o3 Securities shall endeavour to provide Clients with product related documents, forms, terms and conditions, agreements, term-sheets and fee structures of products that are made available to them. o3 Securities shall be entitled to presume that Clients have read and understood the material provided and have made an informed decision prior to investing in the products offered.
3. All decisions to invest in securities through o3 Securities shall be at the sole and exclusive discretion of Clients. All risks and liabilities attendant to the transactions shall be borne by Clients and o3 Securities shall not in any manner be liable to make good any loss sustained or suffered by Clients based on such decisions.
4. Subject to such considerations as o3 Securities may consider practical and subject to the other provisions of the GT&C and Agreements, o3 Securities shall act in a fiduciary capacity and as agent of Clients for the execution of instructions pertaining to the purchase or sale of securities and execute all instructions in good faith and without negligence and subject to the local laws, rules, regulations, procedures, practices and guidelines including Rules, Regulations, Guidelines made under the SEBI Act and any other laws, rules, regulations, guidelines, etc., of any competent authority applicable from time to time.
5. o3 Securities may from time-to-time and under client's consent, refer them to independent third-parties, with o3 Securities has referral agreements and for which it may receive a referral fee, for making investments in products or avail services offered by such third-parties solely and entirely at their own risk and liability. In this regard, o3 Securities acts purely as a referral agent and all risks and liabilities attendant to such dealings between the Clients and third-parties shall be borne by Clients and o3 Securities shall not in any manner be liable to make good any loss sustained or suffered by Clients based on such decisions.
6. Clients may, from time to time execute transactions purely on their own initiative using o3 Securities only as an execution platform such unsolicited transactions shall be at the sole and exclusive discretion of Clients and all risks and liabilities attendant to the transactions shall be borne by Clients and o3 Securities shall not in any manner be liable to make good any loss sustained or suffered by Clients in this regard.

Communication from Clients

1. Clients may communicate with o3 Securities by a letter in writing delivered physically, by fax, telephone and e-mail. If the communication is through email it should originate from the email address registered with KRA/C-KYC Registry. Any change in the contact details including but not limited to email address(es) must be updated in the KRA/C-KYC Registry.

under advice to o3 Securities; the change will become effective in o3 Securities's records within five (5) working days.

2. For giving instructions and communication pursuant to services availed by Clients or Authorised Person(s) of Clients, and where permitted by Regulations, o3 Securities is entitled to presume that the instructions and communication may be given by any one, or some, or all such Clients or Authorised Person(s) of Clients to the accounts and, each and every such instruction and communication would be binding on all of them.
3. o3 Securities and its authorised officer(s) shall be entitled to rely on the communication sent through telephone, fax or electronic media as genuine and act in a bonafide manner on the instructions and confirmations contained therein without further verification. However, o3 Securities may at its discretion refuse to act on such communication till the receipt of a confirmation in writing.
4. o3 Securities shall not be liable for any loss or damage caused to Clients by reasons of (a) any delay by Clients in providing instructions or communication to o3 Securities, and (b) any error, default and failure by the Client in providing instructions or communication to o3 Securities.
5. If any communication is unclear, ambiguous or incomplete, in the sole and exclusive determination of o3 Securities, it shall not be obliged to act upon the same until clear and unambiguous communication to the satisfaction of o3 Securities have been provided by Clients all such actions shall be binding on Clients and o3 Securities shall not incur any liability for any such act or omission.
6. o3 Securities shall be entitled to record the phone conversations between Clients and o3 Securities without further intimation to Clients.
7. Deal instructions for securities transactions, shall be delivered to o3 Securities only during business hours of o3 Securities, i.e., at present between 9:00 to 3:30 p.m. on a working day, and only on business days (which term shall mean a day on which financial and/or other securities and money markets located at the place where o3 Securities branch rendering services is located, are open for business and trading); all other communication may be delivered up to 5.30 pm on business days. For any communication or instructions received after the prescribed hours or on non-business days, o3 Securities shall have the discretion to deem it to have been received on the next business day.
8. o3 Securities shall not be liable for any instructions executed or any orders placed prior to the receipt of any communication cancelling or superseding such earlier communication. Likewise, in the event of receipt of any conflicting communication, o3 Securities may in its discretion and without incurring any liability in any manner whatsoever deem that such communication cancels all earlier communication in that regard.
9. Communication in the form of application forms or letters of instruction for any transaction shall be completely filled and signed by Clients prior to their submission to o3 Securities. Neither o3 Securities nor its employees shall be responsible in any manner whatsoever, for any incorrect information being submitted by Clients.

Communication from o3 Securities

1. Unless otherwise specified by Clients in writing, o3 Securities shall communicate with Clients through letters physical delivered to their communication address; or through phone and fax to their phone and fax numbers; or through SMS to the mobile number; or through email to their email address, provided that these contact details are registered with the KRA/C-KYC Registry
2. Physically delivered letters will be deemed to have been received by Clients when delivered to their last known registered communication address; fax messages will be deemed to have been received by Clients once they are delivered successfully by o3 Securities to their registered fax numbers.
3. Correspondence through e-mail:

- a. Clients may, at their sole discretion, opt for receiving portfolio statements, contract notes, client ledgers, margin statements, invoices, investment related product notes and reports, copies of terms & conditions and other mandatory disclosures, and other correspondence (hereinafter referred to as "Correspondence") related to their accounts electronically to the e-mail address registered with the KRA/CKYC Registry.
- b. Clients may, to the extent permitted by regulations, register multiple e-mail addresses with o3 Securities. Where such additional e-mail addresses are provided by the Client in writing and registered by o3 Securities based on Client request, o3 Securities shall not be responsible or held liable for the misuse of the correspondence by such persons.
- c. Clients opting to receive Correspondence via e-mail shall not receive such Correspondence in physical form through whatever means unless o3 Securities chooses to do so at its discretion. o3 Securities shall be discharged from all Regulatory or service obligation in relation thereof, if the relevant correspondence is sent to Clients via e-mail.
- d. E-mails will be deemed to have been received by Clients once they are sent by o3 Securities and there is no non-delivery alert from Clients' email services. Where multiple e-mail addresses have been registered by Clients, delivery of the e-mail Correspondence to anyone, or some, or all such e-mail addresses shall be presumed to have been delivered to the Client in discharge of o3 Securities Regulatory or service obligation.
- e. Clients shall be solely responsible to ensure that correct e-mail address is registered with the KRA/C-KYC Registry for this purpose. Clients shall also be responsible to ensure correctness of the e-mail address(es) of other persons provided by them to o3 Securities. o3 Securities is under no obligation to independently verify the e-mail address(es) in any manner.
- f. Clients shall forthwith inform o3 Securities if they become aware that their e-mail account(s) has been compromised in any manner or they experience any difficulty in accessing the electronically delivered correspondence. E-mail transmissions cannot be guaranteed to be secured or error-free, as information could be intercepted by unauthorized parties, altered, corrupted, lost, destroyed, arrive late or be incomplete.
- g. Clients shall ensure confidentiality of the information contained in the Correspondence received by them and the persons whose e-mail addresses have been registered by them with o3 Securities and shall not at any point of time share with anybody the password for accessing the information.
- h. o3 Securities may withdraw, or add to, or modify the services as described hereunder from time to time. Further, whilst o3 Securities shall endeavour to provide advance notice of maintenance work which is likely to affect the availability of the services hereunder, it reserves the right to suspend at any time, access to or the provision of any or all of the said services, if deemed necessary.

Statements to Clients

1. o3 Securities shall periodically provide various statements to clients pertaining to their investments and transactions through o3 Securities in either physical or electronic mode, based on preference given by Clients in their account opening forms or subsequently.
2. Portfolio statements provided by o3 Securities are merely for reporting performance and other portfolio information in an aggregated manner. They do not purport to be statement of holdings or entitlement. The actual holdings are maintained by respective Mutual Funds, Registrars & Transfer Agents, Depository Participants, Custodians, Portfolio Managers, Alternative Investment Funds, etc. Holdings as reported by the said entities represent the actual holdings of Clients. o3 Securities may, from time to time, receive information regarding the investments and transactions undertaken by Clients with various entities. o3 Securities may use and process such information for updating Client portfolios and issuing periodic/ad-hoc statements to Client.

3. Clients shall undertake to verify the correctness of each statement in relation their accounts or transactions and to notify o3 Securities, within 30 days of the receipt of the same, of any discrepancies, omissions or inaccuracies therein.
4. Tax statements provided by o3 Securities pertaining to transactions in Client portfolios are for guidance purposes only and shall not be used by Clients to compute their tax liabilities. Clients shall compute their tax liability based on information provided by Brokers, Mutual Funds, Depository Participants, Custodians, Portfolio Managers, etc., in consultation with their independent tax advisor, if any.

Non-Resident Clients

1. In the event Clients are non-resident, including but not limited to non-resident Indians (NRI) and persons of Indian origin (PIO), they shall ensure that they have obtained, where required, all relevant exchange control permissions (including without limitation approvals required from the RBI) for performing transactions through o3 Securities. The Clients shall submit a copy of the permission to o3 Securities.
2. Clients shall ensure that they are aware of and comply with the provisions of the exchange control and other applicable regulations that pertain to their investment in securities in the Indian capital markets. o3 Securities shall not be liable for loss or damage in any manner caused by or resulting from any non-compliance by Clients in this regard.
3. o3 Securities shall not do business with any person residing in the United States of America (USA). Clients shall:
 - a. In the case of new Clients, declare to o3 Securities if they are resident in the USA and terminate the on-boarding process.
 - b. In the case of existing Clients, declare to o3 Securities if they become or intend to become resident in the USA and terminate their relationship by transferring assets to other service providers and closing their accounts with o3 Securities.
4. o3 Securities makes no representations that the products or services provided by it are available to persons or entities residing or incorporated in jurisdiction other than India; or, are necessarily suitable, appropriate or in accordance with applicable laws, rules or regulations in such jurisdiction. Clients shall inform themselves of the applicable laws and regulations of such jurisdictions before entering into any transaction with o3 Securities.

Confidentiality

1. o3 Securities shall maintain complete confidentiality on all information about Clients and their investments, instructions, confirmations and other communication. Provided that o3 Securities may provide such information, as it may consider necessary and to the extent permitted by regulations to (a) agents and intermediaries to which specific functions have been delegated or through whom the instructions of Clients are executed, (b) the employees, advisers and legal counsel of o3 Securities in the normal course of business.
2. o3 Securities shall, without further intimation to Clients, provide when so lawfully directed, information about the Clients and their investments, instructions, confirmations and other communication to Regulators, Enforcement & Investigative Agencies, Tax Authorities and other applicable Authorities.
3. While acting for and on behalf of Clients with any intermediary, o3 Securities may disclose to such intermediary that o3 Securities is acting for and on behalf of Clients.
4. o3 Securities may, within the framework defined by SEBI, Stock Exchanges, Depositories and applicable authorities, outsource some of its activities to third-party service providers under a contractual arrangement. In this regard, o3 Securities may, without further intimation to its Clients, share information about the Clients and their investments, instructions, confirmations and other communication with such contracted parties as may be required for performing the outsourced activities.

Limitation of Liability

1. o3 Securities shall not be liable to Clients for any loss caused to them arising out of any act or omission by o3 Securities, except when such loss arises due to o3 Securities's negligence, wilful misfeasance in connection with the discharge of duties, or wilful default. o3 Securities shall in no event be liable for the acts of other intermediaries, bankers, brokers, custodians, etc.
2. Clients shall comply with all laws, regulations, procedures, practices and guidelines given by the competent authorities in so far as applicable to them, including but not limited to compliance with applicable provisions of the Foreign Accounts Tax Compliance Act (FATCA). o3 Securities shall not be responsible or held liable for any breach by Clients of such laws, regulations, procedures, practices and guidelines.
3. Clients shall comply with the provisions of SEBI's Prevention of Money Laundering (PML) Regulations and any amendments thereto and provide such information to o3 Securities as is considered necessary by o3 Securities to fulfil its obligations under the Regulations. Further, Clients shall ensure they inform and keep o3 Securities informed on any changes to their personal information, including but not limited to change in name, address, resident status, citizenship, beneficiaries, Authorized Persons(s), etc
4. Clients are responsible for fulfilling any obligation that they may have with respect to the filing of returns or other documentation in respect of and the payment of all relevant taxes and levies relevant to India and their own jurisdictions. o3 Securities does not provide any tax advice and has no liability in respect of any of the Clients' tax obligations. Clients should seek tax advice from an independent tax adviser and o3 Securities does not have any liability in respect of the advice provided by such third parties.

Ability to Contract

1. o3 Securities is entitled to presume that Clients or Authorized Person(s) of Clients have, and will continue to have, the valid legal and binding power and authority to (a) execute and deliver Agreements and all other documentation pursuant to services being availed by them from o3 Securities and (b) to perform their obligations under the said Agreements and all other documents.

Force Majeure

1. o3 Securities shall not be liable for loss or damage caused by or resulting from any event of force majeure including but not limited to fire, calamities such as earthquakes, storms and floods, acts of terrorism or any such acts beyond the control of o3 Securities.

Jurisdiction & Dispute Settlement

1. All services provided by o3 Securities shall be governed by and constructed in accordance with the laws of India. Any dispute, controversy or claim between o3 Securities and the Clients shall be settled by arbitration mechanism as stipulated by SEBI/Stock Exchanges in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any subsequent enactment thereto.