

Most Important Terms and Conditions (MITC) for Account Opening (individual/s and single holder)

Client Name : _____

Date: _____

PAN : _____

I, Mr./Ms./M/s _____ currently holding trading and demat account with Money Spell Private Limited (hereinafter referred to as Money Spell) have approached Kotak Securities Ltd (KSL) with an intention to open and activate a trading and demat account with KSL, a member of various stock exchanges and Depository Participant of 'National Securities Depository Limited' (NSDL) and Central Depository Services Limited' (CDSL).

Mandatory:

1. In this regard, I hereby consent, authorize, confirm, declare, bound, abide, undertake, acknowledge and agree to KSL that / to:
 - a) Open my account as per my name appearing on Income Tax website
 - b) I am aware, agree and confirm to abide by the various circulars, notifications issued by the authorities with respect to my/our Permanent Account Number (PAN) including linking of my PAN to my Aadhar. I hereby confirm to keep KSL apprised about any changes to my PAN including but not limited to the status of my PAN. I confirm and declare that I shall be solely responsible for any liabilities, losses, damages, penalties etc. arising out of any changes to my PAN or including any change to the status of my PAN, which affects my accounts and dealings with KSL.
 - c) share my existing KYC details, any and all documents, information including logs/modification letters for change in details executed by me post account opening as available in the record of Money Spell to KSL
 - d) rely upon the KYC details, additional information as mandated by SEBI along with all the voluntary details as well such as Preference of Running Account Authorisation etc, documents and other information for opening trading and demat account with KSL.
 - e) there is no change in any of the information and records shared by Money Spell with KSL. I shall inform you promptly in case there are any changes in any of the information/details previously submitted. In case there is any change in the KYC information at the time signing this document, I shall provide updated details along with necessary documents as required by KSL.
 - f) once the trading account is opened and activated, I consent to transfer all my open position(s) if any in my trading account with Money Spell, to trading account with KSL. I here by confirm that I shall maintain all requisite margin as required by KSL and Exchanges from time to time.
 - g) I shall not dispute any of the information / details received from the Money Spell , which is mapped into trading and demat account opened with KSL.
 - h) KSL shall be verifying my bank account details through Bank Account Verification services i.e. by using Penny drop facility. Further, I confirm that in case penny drop mechanism fails and my bank details could not be verified, I shall provide necessary bank proof like signed cancelled cheque, etc and I am aware that till the time bank details gets verified my account shall not be activated.
 - i) I am aware of all the transactions and balances in my trading and demat account with Money Spell as on date of signing this document. I agree and confirm that balances and transactions are correct and shall be binding for all purposes and intents.
 - j) I have no claims/ dispute / complaint pending against Money Spell. I further confirm and undertake that I have not filed and shall not file any suit / complaint / petition / application in respect of the past transactions in any court / consumer forum / tribunal / commission / SEBI / Exchange or any judicial or quasi-judicial authority including any enforcement authorities including police etc against Money Spell and / or KSL in future.
 - k) I shall honour all the past, present and future liabilities and obligations, in respect of any and all the transactions executed in my account.
 - l) I hereby indemnify and agree to keep indemnified and hold KSL, Exchanges, Clearing Corporations and Depositories harmless against all risks, liabilities, claims, damages, expenses (including legal fees) connected to and/or arising on account of the technical process of transfer of open positions from Money Spell to KSL and relying upon the KYC details, documents and other information received from Money Spell and shall be updated in my account for which the exchange/s, KSL, Clearing Corporations and Depositories shall not be liable or responsible for the same.
 - m) I agree and undertake to, and shall indemnify and keep indemnified, saved, defended, harmless KSL and its employees for all times hereafter against any and all future claims and agree that KSL shall not be liable for any loss, loss of profit, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorised access, theft or otherwise or any problem, technological or otherwise, that might prevent me from contacting.

n) I hereby undertake and indemnify KSL and keep KSL indemnified and saved harmless from all claims, losses, damages, costs including legal expenses which KSL may incur or suffer on account of accepting my request and/or as a result of the Instructions and/or as a result of accepting and acting upon all or any of the Instructions given or deemed to have been given or purportedly given by me.

2. Other details:

Income Range per Annum: Below Rs.1 lac Rs. 1-5 lac Rs. 5 -10 lac Rs. 10 -25 lac More than Rs. 25 lac
OR

Net worth in Rs. (Should not be older than 1 year) _____ as on _____

a) GSTIN: _____

b) I authorise you to receive credits automatically into my/our account. Yes No

c) Account to be operated through Power of Attorney (PoA) Yes No

I confirm to keep the same nomination details as available in the records of Money Spell for opening of trading and demat account with KSL. I understand that in case I wish to change the nomination details, I shall be required to fill separate form and submit to the nearest branch of KSL.

3. Trading Preference

I authorize KSL to register my trading preferences as provided by me to Money Spell wherein the relevant Exchanges and segments opted by me are available in the records of Money Spell. In case of NSE Exchange, the segments that are opted by you at Money Spell shall be activated at KSL In order to opt for commodity segment SLBM or any segment under BSE Exchange we request you to confirm your trading preference below. In case, I have already activated derivatives segment through Money Spell , then I need to provide fresh documents for financials within two months of execution of this document, else my derivatives segment may be de-activated. In case, I have not provided financial proof for activation of derivative segment to Money Spell, I understand that same will be activated, only if the value of my Demat securities or funds available in my trading account exceeds threshold as decided by KSL and updated on website at <https://www.kotaksecurities.com/ksweb/faqs/AC-Details/trading-account-activation> from time to time. I further confirm, agree and aware that same will be treated as supporting document along with my self-declaration for financial proof in order to activate derivatives segment.

Segment/ Exchange	BSE	NSE	MCX	NCDEX
Cash		As per preference selected at Money Spell	NA	NA
Equity F&O		As per preference selected at Money Spell	NA	NA
CDS			NA	NA
SLBM			NA	NA
Commodity				

Kotak Securities Limited: AMFI-registered Mutual Fund Distributor

Activation of Mutual Fund Segment. Client who places the MF order under 'Execution Only' category agrees, confirms and understands as under:

I have read and understood the T&C, details, rules and regulations governing the scheme and content of the Scheme Information Document (SID) / Statement of Additional information (SAI), Key Information Memorandum (KIM) etc. of the mutual fund schemes. I understand that KSL is a distributor of MF's of various Asset Management Companies (AMC's) including Kotak Asset management Company Ltd which is a group company and is entitled to receive commission for the schemes of various MF's as distributor from various AMC's. I shall abide and ensure compliance to all the T&C, circulars / notices issued by the Exchanges, AMC, SEBI, AMFI and any other laws in force from time to time. I understand the risks involved in investing in MF Schemes and also confirm that order for the purchase /sale of units of MF scheme(s) shall be on the basis of my own analysis and I shall be wholly responsible for all my investment decisions. Details of AMC's for whom KSL is a distributor are given below on our website under the link <https://www.kotaksecurities.com/ksweb/mutual-funds>. I hereby give you my consent to share/provide the transactions data feed/portfolio holdings/NAV etc. in respect of my investments as required. I understand and acknowledge that Riskometer is a self-assessment of risk by the respective AMC and the needle of the riskometer points to the level of risk associated with the Mutual Fund. Investors can use the

riskometer to choose schemes which are in sync with their risk appetite. However, it is essential to note that although the riskometer can give an overall idea of the risk level, there are many factors involved that should be considered while selecting a fund and a riskometer should not be the sole indicator. I understand that Investors should consult their financial advisers if in doubt about whether the product is suitable for them. KSL shall not be liable for any loss incurred pursuant to financial decisions taken by me. I will be solely responsible for the investment plans chosen by me which may have varying levels of risk like low, low to moderate, moderate, moderately high, very high etc. and I shall independently evaluate all risks arising out of the same keeping my investment objectives in mind.

4. I confirm having received/read/been explained, understood and bound by the contents of the following document(s) in electronic form, available at: <http://www.kotaksecurities.com/ksweb/Important-Policies> or on KSL’s website as applicable to the trading and demat account opened by me and I also agree to be bound by such provisions as outlined in the following documents. I have also been informed that the standard set of documents has been displayed for Information on KSL’s website of which I am aware that the same shall be updated from time to time: ‘Rights and Obligations’ of stock broker/ Authorised person & clients/beneficial owner and depository participant, / Clearing Member/Participant and its client in relation to the Securities Lending and Borrowing Scheme, ‘Risk Disclosure Document’, Additional risk disclosure documents for Options trading, ‘Guidance Note’ including any such documents pertaining to commodities (Standard documents) a. Policies and Procedures for client dealings, Additional risk/obligation/liability statement in case of trading through wireless technology/Smart Order Routing/Mutual Funds on Exchange platform’. b. FAQ on Anti Money laundering (AML), Details of brokerage (including SLBM charges), schedule of charges, tariff sheet, charges for other services including DP charges etc for other services and value added services (if any),. c. Terms and conditions of brokerage and SLBM.
5. I agree to be bound by the brokerage tariff sheet, Schedule of charges, charges for allied/other services as agreed and accepted by me and updated with Money Spell.
6. I agree to be bound by the Tariff sheet for commodity segment (if opted in point 3- Trading Preference) and charges for allied/other services as agreed and accepted by me with KSL as per enclosed sheet.
7. I agree to be bound by below mentioned tariff for Securities Lending & Borrowing Mechanism (SLBM) segment as opted by me with KSL: (Applicable if SLBM segment is opted in point no.3 –Trading Preference)

15 % of lending & borrowing Fee

8. FATCA/CRS Declaration: Do you satisfy any of the criteria mentioned below?

- a. Citizen of any country other than India (dual/multiple) [including Green card] Yes No
- b. Country of birth is any country other than India Yes No
- c. Tax resident of ANY country / i.e. other than India Yes No
- d. POA or a mandate holder who has an address outside India Yes No
- e. Address or telephone number outside India Yes No

In case, answer to any of the above question is ‘Yes’, then I understand that I need to provide below details:

Address for Tax Residence: _____

City _____ State _____ Country _____ Pin Code _____

Address Type (Tick whichever applicable) Residential Business Registered Office Residential/ Business

Father’s name _____ (If PAN not available, then mandatory)

Country of Birth _____ Place within the country of birth _____

Source of Wealth _____ Nationality _____

Citizenship _____

Please list below the details, confirming ALL countries of tax residency/ permanent residency and ALL Tax Identification Numbers

Country of Tax residency	Tax identification no	Tax identification document (TIN or functional equivalent)

It is mandatory to supply a TIN or functional equivalent (in case TIN not available) if the country in which you are tax resident issues such identifiers. If no TIN /functional equivalent is yet available or has not yet been issued, please provide an explanation.

Declaration:

I/We being the beneficial owner of the account opened / to be opened with KSL and the income credited therein, declare that the above information to be true, correct and updated. I/We acknowledge that towards compliance with tax information sharing laws, such as FATCA/CRS, the KSL may be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from the account holder. Such information may be sought either at the time of account opening

or any time subsequently. In certain circumstances (including if the KSL does not receive a valid self-certification from me) KSL may be obliged to share information on my account with relevant tax authorities. Should there be any change in any information provided by me. I/We ensure that I/We will advise KSL promptly, i.e., within 30 days. I/We further agree that the information provided above will be updated in all my trading/demat accounts, if any at PAN level. I/We also understand that the account will be reported if any one of the aforesaid FATCA / CRS criteria are met.

Note: For instruction to FATCA / CRS Declaration form refer the link <https://www.kotaksecurities.com/ksweb/Help/Forms>

9. I wish to activate SMS alert facility and have given my free consent to receive statement of accounts, standard documents and contract notes documents electronically and not physically with respect to my accounts including standard documents, contract note ledger and transaction statement etc. among the other trading and demat information . In case, I wish to receive the same physically, I understand that I need to execute necessary documents until such time, all Statements will continue to be received by me electronically. I further confirm to receive updates on existing and new product, marketing and servicing my relationship with KSL, its group companies, associates through telephone / mobile / SMS / E-mail etc. Further I understand that my consent to receive calls / communications shall be valid and shall prevail over my current or any subsequent registration of my number for National Do Not Call (NDNC) registry and shall continue to be treated as my consent / acceptance.
10. I agree to be bound by the Bye Laws and Business Rules of NSDL. The rules and regulations of the Depository and the DP pertaining to an account which are in force now have been read by me , I have understood the same, and I agree to abide by and be bound by the rules as are in force from time to time for such accounts. I confirm that the details furnished in this document are true and correct to the best of my knowledge and belief and I undertake to inform KSL of any changes therein, immediately. In case any of the information is found to be false or untrue or misleading or misrepresenting, I am aware that I shall be held liable for it.
11. I confirm and agree that, I shall not dispute to any of the Data any and all terms and conditions for the reason of not signing on the KYC/Account opening form and/or any other such documents. I hereby declare and confirm that by signing and accepting this MITC I agree to abide by all terms and conditions in all the mandatory documents though I have not affixed my signature separately on the same
12. I confirm that I have made note that KSL trades in its OWN/PRO account in National Stock Exchange of India Limited (NSE), Bombay Stock Exchange Limited (BSE) and Metropolitan Stock Exchange of India Limited (MSE).
13. I hereby confirm that there are no action/proceedings initiated/pending/ taken by SEBI/ Stock Exchange/any other authority against me
14. I am not a member/Investment advisor/Authorized Person (AP) / Remisor of any of the Exchange and not an employee of another trading member. In case answer to any of this is yes, I understand that we need to open account by providing necessary documents.
15. I wish to avail BSDA and also I do not wish to receive DIS booklet at the time of account opening with KSL. In case I wish to opt for regular demat account /receive DIS booklet, then I need to provide necessary documents.
16. **Applicable only for commodities:** I the undersigned, have taken cognizance of circulars issued by Commodity Exchanges/SEBI from time to time on the guidelines for calculation of net open positions permitted in any commodity and I hereby undertake to comply with the same. I hereby declare and undertake that I will not exceed the position limits prescribed from time to time by Commodity Exchanges or SEBI and such position limits will be calculated in accordance with the circulars on position limits as modified from time to time. I undertake to inform you and keep you informed if any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUFs/ Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/commodity derivative on Exchanges through you or through any other member(s) of Exchanges to enable you to restrict our position limit as prescribed by the applicable circular of Exchanges/SEBI as modified from time to time. I confirm that you have

agreed to enter orders in commodity forward contracts/commodity derivatives for me as your clients on Commodity Exchanges only on the basis of our above assurances and undertaking. I further undertake to bear any liable/penalty/charges levied by Commodity Exchanges / SEBI. In this connection I understand that I shall submit the details of the entities with which I am related in a below format.

Sr. No.	Name	Client Code	Related As

17. **Applicable only for commodities:** I declare that I intend to trade in all commodities and I confirm that I am categorized as 'Others' for all commodities and not as 'Farmer' or Value Chain Participant (VCP) or foreign participant (FP). I understand that in case I am categorized as Farmer or VCP or FP for any of the commodities, then I need to provide detailed commodity categorization form and submit at the time of signing this document..

18. **Contact details of senior officials and Investor Grievance Cell of the KSL:** Compliance Officer: Name: Manoj Agarwal; Phone No. +91 (022) 42858484; E-mail ID: ks.compliance@kotak.com CEO Name: Jaideep Hansraj; Phone No.+91 (022) 42858301 & E-mail ID: ceo.ks@kotak.com For any grievance/dispute please contact Kotak Securities Ltd. at E-mail ID-service.securities@kotak.com or Toll Free No. 1800 209 9191/1860 266 9191.

In case not satisfied with the response, please contact the concerned exchange(s)/ Depository at:

Exchange	NSE	BSE	MSE	MCX	NCDEX
Email Id	ignse@nse.co.in	is@bseindia.com	investorcomplaints@mse.com	grievance@mcxindia.com	ig@ncdex.com
Phone No	18002660058	(022) 2272 8097	(022) – 61129000 Ext. 9028	(022) 6731 8888	(022) 6640 6789

Depository	NSDL	CDSL
Email Id	relations@nsdl.co.in	complaints@cdslindia.com
Phone No	(022) 2499 4200	(022) 2272 3333

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

Voluntary:

19. I hereby authorize KSL to maintain a running account as per the preference selected by me and as updated with Money Spell and for Commodity segment I shall prefer settlement of fund at such frequency as ticked below- (Tick any one)

- Once in a 30 days for Commodities
- Once in a 90 days for Commodities

Further, I hereby agree to be bound by the terms and conditions of the Running Account Authorization of KSL as mentioned in the below link - <http://www.kotaksecurities.com/whatweoffer/PDF/Running-Account-Authorisation-Form.pdf>

20. I hereby confirm having received/read/been explained, understood, accepted and bound by the contents of the following document(s) in electronic form, available at: <http://www.kotaksecurities.com/ksweb/Important-Policies> or on KSL website as applicable to the trading account opened by me and I also agree to be bound by such provisions as outlined in the following documents. a. Voluntary Terms and Conditions b. Power of Attorney c. interest on Debit Balance. d. Dispute resolution and arbitration mechanism, e. running account authorization. I hereby declare and confirm that by signing and accepting this MITC I agree to abide by all terms and conditions in aforesaid voluntary documents though I have not affixed my signature separately on the same.

Client Signature as per Supporting Document

Sign if Bank Signature is different from Supporting Document provided