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# Policies for Internal Controls

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Vivek Financial

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## Compliance related Policies

### Policy for Unauthenticated News Circulation

The director/employee shall not convey /circulate any information relating to any investment product dealt in by the Company unless and until it is obtained from authentic sources in public domains. Information available through trading platform of the exchanges, their official websites besides information disseminated by SEBI, RBI, IRDA, FMC, AMFI, exchanges, electronic and print media shall be considered as authenticated information. Any information which is not in public domain and is obtained through personal sources shall be unauthenticated information which cannot be discussed/ circulated with any of the client or prospective clients as the case may be. SEBI relevant circular available at <http://www.sebi.gov.in/circulars/2011/cirisd12011.pdf> should be referred in the matter.

The director/employee shall ensure that his/her acts are in conformity with the regulations.

## PMLA/AMLA

# POLICY FORMULATED UNDER AMLA

Inclusive of

**(Client Identification Procedure and Program at various stages forming part of the PMLA)  
(Aug 2019, Version 8)**

### **1. Introduction / Background**

**1.1** Money Laundering in plain words can be stated as engaging in financial transaction that involve money derived from criminal activity/unaccounted sources which is camouflaged for routing as legitimate money through law full channels to conceal the true origin of criminally derived proceeds.

**1.2** International initiatives taken to combat drug trafficking, combat of financing of terrorism (CFT) and other organized and serious crimes have concluded that financial institutions including securities market intermediaries must establish procedures of internal control aimed at preventing and impeding money laundering and terrorist financing.

### **2. Prevention of Money Laundering Act 2002**

**2.1** The Prevention of Money Laundering Act, 2002 (PMLA) has been brought into force with effect from 1<sup>st</sup> July 2005. Necessary Notifications /Rules under the said Act have been published in the Gazette of India on 1<sup>st</sup> July 2005 by the Department of Revenue, Ministry of Finance, and Government of India. Further, Prevention of Money-Laundering (Maintenance of Records) Rules, 2005 published vide Notification G.S.R. 444(E), dated 1<sup>st</sup> July 2005, published in Gazette of India, Extraordinary, Part 2, Section 3(1).

**2.2** Financial Action Task Force (FATF) on Anti Money Laundering Standard has made recommendations based on which the SEBI has issued the Guidelines on Anti Money Standard vide their Circular Ref. No. ISD/CIR/RR/AML/1/06 Dated January 18, 2006. Further vide circular No ISD/CIR/RR/AMC/2/06 dated 20<sup>th</sup> March 2006 it has issued the obligation of the intermediaries registered under Sector 12 of SEBI Act 1992.

### **3. Financial Intelligence Unit (FIU)- INDIA**

**3.1** To receive, process, analyses and monitor the information relating to suspicious financial transactions a body Financial Intelligence Unit- INDIA (FIU- INDIA) has been set up.

**3.2** Intermediaries are required to report information relating to cash and suspicious transactions to the Director, Financial Intelligence Unit- INDIA (FIU- INDIA) on the following address:

Director, FIU-IND

Financial Intelligence Unit - India,  
6<sup>th</sup> Floor, Hotel Samrat,  
Chankyapuri,  
New Delhi - 110021

#### **4. Obligation to Establish Policies & Procedure.**

**4.1** As per SEBI guidelines all intermediaries have been advised to ensure that a proper policy frame work on anti-money laundering is put in place.

**4.2** In order to fulfill these requirements, there is a need for registered intermediaries to have a system in place for identifying, monitoring and reporting suspected money laundering or terrorist financing transactions to the law enforcement authorities.

**4.3** Senior Management of a registered intermediary should be fully committed to establishing appropriate policies and procedures for the prevention of money laundering and terrorist financing and ensuring their effectiveness and compliance with all relevant legal and regulatory requirements.

#### **5. AMLA Policy of Vivek Financial Focus Ltd.**

**5.1** Accordingly, Vivek Financial Focus Ltd. has initiated measures, as an internal policy, to implement the Guidelines on Anti Money Laundering standards as notified by the SEBI.

#### **6. Implementation of PMLA Policy**

**6.1** Mr. Arvind Jaswal, the Principal Officer under PMLA is responsible for compliance of the provision of the PMLA and AML Guidelines and will act as central the reference point in onward reporting of suspicious transaction and will play an active role in the identification and assessment of potentially suspicious transactions.

**6.2** Mr. Ashok Kakar is appointed as designated director for the company for the purpose of PMLA and shall be ensuring the compliance according to SEBI circular number CIR/MIRSD/1/2014 dated March 12, 2014

#### **7. Anti Money Laundering Procedures**

**7.1** The main aspect of anti-money laundering procedure is the Client Due Diligence (CDD) procedure which comprises the following:

- a) Obtaining sufficient information in order to identify person who is the actual beneficial owner of the securities or the person on whose behalf the securities are acquired or maintained. In the case of corporate clients, identity of the persons who are beneficial

owners (as prescribed in the SEBI circular dated January 24, 2013) shall also be verified in addition to the other usual details/information.

- b) Verifying the customer's identity through reliable independent source documents, data or information.
- c) Performing regular scrutiny of the transaction and account to ensure that the operations are consistent with the client's background, financial position and risk profile.

**7.2** The Client Due Diligence procedure includes the following specific parameters:

- a) Policy for acceptance of clients.
- b) Client identification procedures.
- c) Identification and reporting of suspicious transactions.

## **8. Policy For Acceptance Of Clients**

**8.1** In person verification of each client is a must. If due to any reasons any client is unable to come to office, concerned official may visit the client residence/office to get the client registration form completed.

**8.2** All the requirements of KYC norms to be complied with viz. all the forms are to properly filled, photograph of the client is attached, and required supporting documents like PAN, Residential Proof, Bank Account, Depository Account, etc. are enclosed with KYC. All photocopies of documents submitted by client are to be checked with originals without any exception. Digital KYC may also be done for verification of the client by capturing live photo of the client and "officially valid document" or proof of possession of Aadhaar, where offline verification cannot be carried out. The "Officially Valid Document" means passport, driving license, proof of possession of Adhaar Number, Voter's Identity Card issued by Election Commission of India, job card issued by NREGA duly signed by the officer of the State Department, letter issued by National Population Register containing details like name, address or any other document as notified by the Central Government.

**8.3** The client also needs to be registered with 'Central KYC Registry'.

**8.4** The documents to be received from the clients for account opening and verification may be collected in the form of as "equivalent e-documents". It means an electronic document, issued by issuing authority of such document with its valid digital signature including documents issued to the digital locker account. [As per rule 9 of the Information Technology (Preservation and Retention of Information by Intermediaries Providing Digital Locker Facilities) Rules, 2016]

**8.5** As far as possible try to ensure that new account is introduced by an existing client. Introduction should be checked with the introducer.

**8.6** In case of walk in clients additional care should be exercised to ensure that no undesirable person becomes a client.

**8.7** All supporting documents as specified by the SEBI/Exchange are to be obtained and verified for all categories of clients.

**8.8** In case of any deficiency in the documents/information or any suspicion about the genuineness of the account, do not accept the client registration form and bring it to the notice of higher authorities.

**8.9** Be careful about the Clients of Special Category (CSC) as specified by the SEBI/Exchange or any authority under PMLA. The document/records pertaining to clients belonging to this category should be minutely scrutinized and account to be identified accordingly. The following is the list of such clients:

- a. Non resident clients
- b. High net worth clients,
- c. Trust, Charities, NGOs and organizations receiving donations
- d. Companies having close family shareholdings or beneficial ownership
- e. Politically exposed persons (PEP) of foreign origin
- f. Current / Former Head of State, Current or Former Senior High profile politicians and connected persons (immediate family, Close advisors and companies in which such individuals have interest or significant influence)
- g. Companies offering foreign exchange offerings
- h. Clients in high risk countries (where existence / effectiveness of money laundering controls is suspect, where there is unusual banking secrecy, Countries active in narcotics production, Countries where corruption (as per Transparency International Corruption Perception Index) is highly prevalent, Countries against which government sanctions are applied, Countries reputed to be any of the following – Havens / sponsors of international terrorism, offshore financial centres, tax havens, countries where fraud is highly prevalent.
- i. Non face to face clients
- j. Clients with dubious reputation as per public information available etc.

The above mentioned list is only illustrative and independent judgment should be exercised to ascertain whether new clients should be classified as CSC or not.

**8.10** Where the intimation about the account opening is received back undelivered the address should be re-verified and matter to be brought to the notice of higher authority.

## **9. Client Identification Procedure**

**9.1** Client Identification Procedure involves procedures at three different stages as under:

- a) While establishing the relationship with the client.
- b) While carrying out transaction for the client.
- c) Any doubt about veracity or the adequacy of previously obtained client identification data at a later stage.

## **10. Client Identification Procedure While Establishing Relationship With The Client**

**10.1** The identification of the client at the time of account opening is very important. As stated under the Policy for acceptance of client documents/information as prescribed by SEBI must be obtained and original of all documents submitted must be verified.

PAN has to be verified from Income Tax records independently. A list of documents required for each category of clients is stated in KYC. If any other information/document is deemed necessary the same can be requested from the client.

## **11. Client Identification Procedure During Operation**

**11.1** This involves maintaining continuous familiarity and follow up with the client account. This should be done keeping in view the information/document furnished by the client at the time of account opening to be able to detect any inconsistency with the information provided. The following are some steps in this direction.

- a) Order is placed by the client or his authorized/natural representative and in case of any doubt personal identification like date of birth, phone no. etc. is asked for.
- b) Orders of any unusual nature to be brought to the notice of higher authorities before execution.
- c) While confirming the trade after execution the identity of the client is to be ensured and checked.
- d) Contract note should be dispatched at the address provided or handed over to the client or his authorized/natural representative only.
- e) Pay-In and Pay-Out should be in the respective client accounts only and in no case payments/securities are to be received or delivered otherwise
- f) No cash payments to the clients are allowed. Cash receipts are also to be avoided. However in case of minor amounts towards cost of documents, depository charges and in exceptional cases of sticky/overdue accounts cash may be received at head office only with the approval of higher authorities.

## **12. Subsequent Verification**

**12.1** In case of any doubt about the veracity or the adequacy of previously obtained information about any client efforts should be made to call for additional information/documents to check the veracity of information/documents earlier provided. Failure of the client to provide such additional information/documents or if the new information/document is found to be contrary to the earlier ones the same should be noted and immediately brought to the notice of higher authority.

**12.2** In case of any request from the client for change in the existing particulars written request along with necessary supporting documents is required.

## **13. Risk Based Approach**



**13.1** As each client poses different risk we need to identify clients who pose higher risk than the others in term of monitoring suspicious transactions under the money laundering or terrorist activities. Suspicious transaction means a transaction referred to including an attempted transaction, whether or not made in cash, which to a person including in good faith:

- gives rise to reasonable grounds of suspicion that it may involve proceeds of an offence
- appears to be made in circumstances of unusual or unjustified complexity
- appears to have no economic rationale
- gives rise to reasonable grounds of suspicion that it may involve financing of activities relating to terrorism

**13.2** The clients can be classified into three categories.

- a) Low Risk
- b) Medium Risk
- c) High Risk

**13.3** The classification can be done on the basis of location of the client, nature of business, trading turnover, nature of transaction and manner of making payments.

**13.4** Our client's due diligence should take into account the risk profile at every stage of operation.

**13.5 Category A:** Clients may be classified as having nil or very little risk. These can be identified as corporate, individuals, HNI who have respectable official/social/financial standings, who are regular in payments and operate with in defined parameters.

**Category B:** Clients are those clients who take more exposure than their capacity and are very aggressive traders.

**Category C:** Clients who has low financial standing with very aggressive trading.

## **14. Maintenance of Records of Transactions (nature and value)**

**14.1** The company shall maintain records of all transaction including record of:

- a) All cash transactions of value of more than Rs. 10 lakh or its equivalent foreign currency
- b) All series of cash transactions integrally connected to each other which have been individually valued below Rs. 10 lakhs or its equivalent foreign currency where such series of transactions have taken place within a month and the monthly aggregate exceeds an aggregate amount of Rs. 10 lakhs or its equivalent foreign currency.
- c) All transactions involving receipts by non profit organisations of value more than Rs. 10 lakhs or its equivalent foreign currency.
- d) All cash transactions were forged or counterfeit currency notes or bank notes have been used as genuine or where any forgery of a valuable security or a document has taken place facilitating the transaction
- e) All cross border wire transfers of the value of more than Rs. 5 lakhs

**15.** It is important to realize that the underlying principle of total regulatory requirement is that the company is fully aware of the client on whose behalf the company is dealing.

**16.** Vivek Financial has adopted an ongoing employee training program so that the members of the staff are adequately trained in AML and CFT procedures. Training requirements have specific focuses for front line staff, back office staff, compliance staff, risk management staff and staff dealing with new customers. It is crucial that all those concerned fully understand the rationale behind these guidelines, obligations and requirements, implement them consistently and are sensitive to the risks of their systems being misused by unscrupulous elements. Implementation of such measures requires the staff to demand certain information from investors which may be of personal nature or which have hitherto never been called for. Such information can include documents evidencing source of funds/income tax returns bank records etc. this can sometimes lead to raising of questions by the customer with regard to the motive and purpose of collecting such information.

### **17. Record Keeping**

**17.1** It is important to maintain records in a manner that the desired information is retrievable on a timely basis. It is therefore necessary to keep proper records of all documents relating to client registration, other correspondence with the clients, account files or other records as required under the SEBI Act, Rules & Regulations framed thereunder, PMLA 2002, other relevant legislation, Rules and Regulation of the Exchange or circulars etc.

**17.2** In case of any suspected drug related or other laundered money or terrorist property, the following information has to be maintained:

- i. Beneficial owner of the account
- ii volume of funds flowing through the account
- iii origin of funds
- iv mode of transaction i.e. cheque or demand draft
- v Form of instruction and authority

**17.3** Proper records of transactions under Rule 3 of PML Rules that covers the following:

- i. All cash transactions of the value of more than ten lakh rupees or its equivalent in foreign currency
- ii. Preservation and maintenance of records of identities, beneficial owner details for a period of 5 years after the business relationship between a client and intermediary has ended or the account has been closed, whichever is later.

**17.4** Under the PMLA the minimum prescribed period is 5 years. In case, where the record relates to an ongoing investigation or has been the subject of suspicious transaction reporting, the same should be retained until it is confirmed that the case has been closed.

### **18. Suspicious Transactions Monitoring & Reporting**

**18.1** It is the duty of all to be vigilant to identify, analyse and report any suspicious transaction. Some of the reasons which can raise suspicion are as under:

- a) Identity of the client becomes suspicious due to any reason.

- b) Background of the client is found to be suspicious or criminal.
- c) Operation of multiple accounts with no apparent reasons.
- d) Unusual activity in the account like substantial increase in business without apparent cause.
- e) Insistence of cash transaction by the clients.
- f) Efforts to transfer money to or from apparently third party accounts with no linkage.
- g) Any unusual transaction in the accounts of CSC.

This list is illustrative and there can be many other reasons which may cause suspicious and therefore there is necessity of continuous vigilance.

**18.2** Any suspicious transaction should be immediately noted and brought to the notice of the higher authority giving detail of client, transaction, nature/reason of suspicion. It is to be ensured that this action is kept secret from client and activity with the concerned client should be kept normal unless and until instructed otherwise.

**18.3** The following details are to be maintained for such transactions:

- a) Nature of transactions.
- b) Amount of the transaction.
- c) Date of transaction.
- d) The parties to the transaction.

**18.4** The report to the FIU-India should be submitted within the stipulated time frame which is 15<sup>th</sup> of succeeding month in case of cash transaction and within 7 days of arriving at a conclusion that any transaction whether cash or non-cash is suspicious.

## **19. Freezing of funds, financial assets or economic resources or related services**

19.1 Section 51A of the Unlawful Activities (Prevention) Act, 1967 (UAPA) brought into effect through UAPA Amendment Act, 2008, relating to purpose of prevention of coping with terrorist activities empowers the government to freeze, seize or attach funds and other financial assets or economic resources held by, on behalf of, or at the direction of the individuals or entities listed.

19.2 As per the UAPA Order dated August 27, 2009, the following needs to be expedited:

19.2.1 The updated list shall be maintained and shall check if any of such accounts are opened with the company. If yes, whether such accounts are holding any funds, financial assets or economic resources in the form of securities.

19.2.2 In case of any such account holder holding any of securities, the same needs to be updated to the following within 24 hours to the Joint Secretary (ISI), Ministry of Home Affairs telephonically at 011-23092736 and through email at [jsis@nic.in](mailto:jsis@nic.in).

19.2.3 The same information has to be updated to SEBI through email at [sebi\\_uapa@sebi.gov.in](mailto:sebi_uapa@sebi.gov.in)

19.2.4 It shall also be filed as Suspicious Transaction Report (STR)

**20.** Mr. Arvind Jaswal is designated principal officer and can be contacted for any information/classification in the regard.

## Client Code Modification Policy

The client codes are not be modified in any circumstances. In case the senior trading staff considers it necessary to modify any client code, the authorisation needs to be taken from the senior management. Such authorisation from the senior management is only given in case the account code to be modified is among the family members. In any other case, no modification of client code is allowed. In case, if there is any other error while punching, the transaction is settled in error account.

## Policy for Client Registration

Any new client who wishes to deal with us needs to have his client registration completed. The client registration requires the client to sign the Account Opening form and provide with his KYC details. The KYC is to be uploaded with KRA and CERSAI.

There has to be an In-Person Verification (IPV) of the client for the documents to be executed. In case the client is NRI where the IPV is not possible, all the attestation on KYC documents has to be done by Notary Public, Court, Magistrate, Judge, Local Banker, Indian Embassy/Consulate General.

Once all of the above is executed, UCC needs to be sent to exchange with all 6 attributes as is required including his email address and mobile number.

The client also specifically needs to sign against the exchanges and segments he wishes to trade in like NSE – Cash Market, NSE – Equity Derivative Market, and BSE – Cash Market etc. In case the client wishes to trade in derivate segment of the exchange, he has to furnish a documentary evidence of his income proof like Income Tax Return or bank passbook/statement that verifies that he has the affordability to trade in derivate markets.

After the account is opened, the clients is sent a welcome letter with a copy of the Account opening form that details the RDD, Do's and Don't's, Rights and Obligations etc.

Any changes in the documents that the client wishes to make have to be accompanied by a letter and documentary proof wherever required.

## Risk Management

The Risk Management Policy articulates the steps/actions meant for mitigation of any risk that may accrue to the company owing to its dealings with its various stake holders. The risks are filtered and managed appropriately. The risks are managed at the time of registration of a new client, at the time of placement of the orders, at the time of failure to meet the obligations whether security or payment either in full or part in relation to the clients. Further, appropriate internal checks and balances for smooth functioning are built in organisational hierarchy. Risk management policy in regard to the clients is broadly discussed as under:

1. Every client is registered only upon successful completion of prescribed KYC procedure and satisfactory identification. While doing so, the following steps are taken:
  - a) The client's identity is confirmed in person.
  - b) The relevant documents are duly verified from the original documents.
  - c) The PAN is verified with the Income Tax Department site.
  - d) The confirmation about registered address is indirectly reconfirmed by sending account opening intimation through courier at registered address. Undelivered mail is monitored to identify any variations.
  - e) Self attested certified copies of the relevant documents pertaining to the client are sent to KRA in due course.
  - f) The required information of every client is recorded in back-office before commencement of transactions.
  - g) Any updation in the details pertaining to the clients is incorporated in relevant records after complying with the prescribed procedure for incorporation of such alterations.
2. A judgment of the financial status of the client is formed on the basis of his business/profession and financial information, whether obtained directly from the client or gathered from the knowledgeable people associated with him. The opinion of the referral is given due weightage as normally relationship with the referral is quite old and has been assessed/tested.
3. As per the ongoing regulation, the client is given the limits based on the realized credit balance in his account and the value of pledged securities after appropriate haircut. However, based on our internal risk, we may vary or reduce the limits urgently on the basis of our risk perception and other factors considered relevant by us. Further, the client is informed that we may decrease his limits that may be on account of but not limited to **exchange/SEBI directions**, and we may be unable to inform the client of such variation, reduction or imposition in advance. The client is also made aware that the Company shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through our trading system on account of any such variation, reduction or imposition of limits.
4. The client is aware that the Company may at any time, at our sole discretion and without any prior notice, prohibit or restrict the client's ability to place orders or trade in securities through us. The Company may further 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 exchange/SEBI and any other reasons

which we may deem appropriate in the circumstances. The client is aware 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.

5. The client is aware that we work on margin-based RMS system. Total deposits of the clients would be uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception.
6. (i) The client is aware that we have the right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues without prejudice to our other rights (Including the right to refer the matter to arbitration), we shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non-payment of margins or other amounts including the pay in obligation, outstanding debts etc. and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.  
(ii) The Client is aware that in case of securities that have not been paid in full (Unpaid Securities), such securities may not be transferred to demat account of the client but shall be transferred directly into a separate account (Unpaid Client Securities Account). The securities so kept shall be transferred to the Demat account of the respective client upon the fulfillment of client's funds obligation. In case of non payment of dues such securities shall be disposed off in the market by us within five trading days after the pay-out. Profit/Loss on the sale of transaction of the unpaid securities, if any, shall be transferred to/adjusted from the respective client account.
7. The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations / closing out shall be charged to & born by the client. In case the payment of the margin / security is made by the client through a bank instrument, we shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at our absolute discretion. Where the margin / security is made available by way of securities or any other property, we are empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as we may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as we may deem fit in our absolute discretion. We have the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/ shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. We shall have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).
8. Any customer who calls is asked his account number and in case the dealer doesn't feel confident about the customer calling to make his trades, he specifically asks address/telephone number/DOB/PAN Details to access the authenticity of the client. This is a risk mitigation system to keep a check about the client placing his own orders.
9. Unauthorised Trades: All the customers are given a telephonic confirmation of the trades being done today by a different set of people. Also, they are sent SMS along with

contract notes in hard/soft copy depending upon the requirement of the customer. Telephonic confirmation and SMS are done to avoid any unauthorized trades done at the organisation.

10. Regular training is given to all the dealers, so as to exercise caution while putting orders in illiquid securities, new listing and series type Equity/TFT/T2T which is in BE series.



## Surveillance Policy

As per the surveillance policy of the company, the compliance officer shall look over all such activities. The following are the points to be included for surveillance:

- All the alerts from the stock exchange system, E-Boss/Connect2nse.com needs to be monitored on a weekly basis. Also, check the alerts from NSDL on its website [iasist.nsd.com](http://iasist.nsd.com) and monitor on a 15 day basis.
- Due diligence process and scrutinizing each alert has to be carried out on a regular basis and information needs to be shared with the senior management.
- In case of any suspicious/manipulative activities of any client, the information needs to be reported to the exchange/DP/PMLA.
- Combining the alerts from various exchanges/DP, with the internal review MIS, a quarterly MIS needs to be created with any variations in nature of trades/activities.
- A quarterly MIS shall be put up to the Board of Directors of the Company on the number of alerts pending at the beginning of the quarter, generated during the quarter, disposed off during the quarter and pending at end of the quarter. Reasons for pendency shall be discussed and appropriate action needs to be taken. Also, the Board shall be apprised of any exception noticed during the disposition of alerts.

## KYC Policy

As per the KYC policy, all the accounts shall be opened under directive to the rules and regulations prevalent from time to time by SEBI or any other relevant authority. KYC Policy shall also be in line to avoid threat from ML / TF activities and due diligence of the client should be done based on KYC Policy. The relevant government proofs to be checked before accepting the client based on KYC are:

- PAN card (*mandatory*)
- Adhaar card (*mandatory*)
- Driving License (*optional*)
- Passport (*optional*)
- Voter ID Card (*optional*)

The KYC policy is applicable to the entire organization and is not restricted to any specific office / geographical location or group or clients. Further, as per law, any information pertaining to the KYC shall be shared within the organization and to the regulators depending upon information required by them from time to time.

### **Dormant Account Activation Policy**

Any account that has not been trading with us for more than 12 months is considered to be dormant account. In case of dormant account (twelve months), before execution of any trade, any personal identification such as father/ husband name, date of birth etc. is enquired and verified before placement of order. The status of documentation vis-à-vis current KYC norms is also checked. In case there are any changes in KYC details, the changes are first needs to be done in the manner prescribed under various regulations and then any transaction is to be made.

### **Pre-funded Instruments Policy**

Pre-funded instrument like Demand Draft may be accepted. In case of acceptance of such pre-funded instrument, the client also needs to furnish a copy of his bank statement stating that the pre-funded instrument is made from the client's account. Such statement needs to be notarised by the banker proving the legitimacy of the actual account through which the instrument is funded.

## **Investors Complaint Redressal Mechanism**

A client is generally briefed about the hierarchy in the organization including the persons to whom the client may contact in case of any difficulty. There is a specific email ID on which the investor may lodge his/ her complaints. Further, the same ID is also given on contract notes and mentioned on the website of the Company. The access to this ID is entrusted at responsible level in the organization. Further, there is a mechanism through which copy of any communication received at this ID is automatically passed on to the Managing Director of the Company.

The complaint is acknowledged and attended on top priority basis. The issues raised are resolved as soon as it is possible to do so; in any case the same must be done within 2 working days. Simultaneously, it is recorded in the 'complaint register' maintained for the purpose.

The Managing Director of the Company is immediately informed upon receipt of any complaints and is personally involved in its resolution.

### **Policy for Penny Stock**

Penny stock is a stock that trades at a relatively low price and has very low market capitalisation. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalisation and limited following. Depending upon the market conditions and RMS policy of the company, the company reserve the right to refuse to provide the facility of trading in penny stock.

## Policy regarding penalty/delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their pay in/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month or at an agreed rate. The company may impose fines/penalties for any orders/trades/deals/ auctions of the client at the rate as deem fit. The company may also charge the clients all such sums that the company has to pay any fine or bear any punishment from any authority in connection with /as a consequence of/in relation to any of the orders/trades/deals/actions of the client.

## Policy for Security Operation and Risk Management

SEBI issued Notification no. LAD-NRO/GN/2010-11/21/29390 dated December 10, 2010 according to which, following categories of associated persons associated with a registered stock broker/trading member/clearing member in any recognized stock exchanges, who are involved in, or deal with any of the following:

- Assets or Funds of investors or clients
- Redressal of investor grievances
- Internal control or risk management
- Activities having a bearing on operational risk

shall obtain the valid certification of NISM Series VII - Securities Operation and Risk Management (SORM) within two years from the date of such notification.

Simultaneously, whenever the company employs any associated person specified as mentioned above, the said associated person shall obtain valid certification of NISM Series VII – Securities Operation and Risk Management (SORM) within one year from the date of his / her employment.

Exemption: Associated persons handling the basic clerical / elementary functions in the aforesaid specified areas shall be exempted from obtaining the certification of NISM Series VII – Securities Operation and Risk Management (SORM). For this purpose, the company considers following activities as basic elementary level / clerical level:

- Basic operational work including pay in / out process for funds and securities
- Account opening activities including KYC, modifications, transmission
- Seeking documents from clients
- Preparing MIS statements
- Photocopy, printouts, scanning of documents, generating reports and files for clients / others
- Dispatch of documents, sending letters / reports to clients,
- Attending calls
- Sending of letters / reports to Exchanges, SEBI, regulators
- Data entry, upload information on Exchange portal, SCORES



## Policy for Outsourcing Activities

The core business activities shall not be outsourced including the compliance functions. These includes execution of orders and monitoring of trading activities of the clients, dematerialisation of securities, investment related activities for Mutual Funds, KYC requirements etc. However, other activities may be outsourced from time to time, as and when required and deem fit by the management.

## Policy for Conflict of Interest

All the employees including the senior management must maintain high standards of integrity at all times. The clients should be treated fairly and no discrimination shall be done within the clients. They also need to ensure that the personal interest does not conflict with their duty to the clients and client's interest always takes primacy in their advice, investment decision and transactions. The employees should always make appropriate disclosure to the clients of possible source or potential areas of conflict of interest which would impair their ability to render fair, objective and unbiased services. Appropriate restrictions on transactions in securities while handling a mandate of issuer or client in respect of such security so as to avoid any conflict should be implemented. The employees should not deal in securities while in possession of material non published information and neither communicates the material non published information to the clients.

The Company shall take adequate steps to identify conflicts of interest. In identifying conflicts of interest, the Company will take into account situations where the Company or an employee or a Relevant Person:

- Is likely to make a financial gain, or avoid a financial loss, at the expense of the Client;
- Has an interest in the outcome of a service provided to the Client or of a transaction carried out on behalf of the Client, which is distinct from the Client's interest in that outcome;
- Has a financial or other incentive to favour the interest of one Client over another;
- Carries out the same business as the Client;
- Receives from a person other than a Client an inducement in relation to a service provided to a Client, in the form of monies, goods or services, other than the standard commission or fee for that service.

In case there is a conflict of interest at any point of time, it needs to be managed promptly and fairly. The Company puts in place following arrangements to ensure that:

- No single person will gather conflicting information, thus counterfeiting or hiding information from investors is minimized;
- The Company's employees are prohibited from investing in a financial instrument for which they have access to non-public or confidential information;
- Transactions by the Company's employees are neither performed nor executed by themselves.
- Employees sign a contract of employment including confidentiality clauses.
- No associated person may disclose inside information to others, except disclosures made in accordance with the Company's policies and procedures, to other Company personnel or persons outside the Company who have a valid business reason for receiving such information;
- Each department will control the flow of information where, otherwise, the risk of conflict of interest may harm the interest of a Client;
- Relevant information is recorded promptly in a secure environment to enable identification and management of conflicts of interests;
- Adequate records are maintained of the services and activities of the Company where a conflict of interest has been identified;
- In certain jurisdictions appropriate disclosure may be made to the Client in a clear, fair and not misleading manner to enable the Client to make an informed decision;
- There is a periodic review of the adequacy of the Company's systems and controls.

## Information System Policies

### IT Infrastructure Policy

IT infrastructure is today the backbone of the operations in trading and depository departments. The various policies are understated that forms the complete IT infrastructure policy. The under stated policies are reviewed regularly. The age of IT infrastructure has to be considered and appropriate decisions have to be taken for the upgradation/change in the technology. The various Service Level Agreements (SLAs) for various hardware/software specifically have mean time to recovery (MTTR) for the operations to be up and running as quickly as possible in case of any issue. Such SLA are maintained and recorded regularly.

### Framework for Physical and Environmental Security

A separate room for servers' placement and maintenance is allocated as called as server room. The access to the server room is to only few employees who are in-charge for managing the set of servers. A separate UPS and other related hardware infrastructure to support all the office and branch offices is provided. The server room have a separate register to maintain the records of the people who are not allowed to access the server room in normal course of work.

### Password Policy

The password policy is applicable to all the trading systems, back office software and all the systems relating to the operations for the Company.

1. The length of password should be of exact 8 characters.
2. The password shall be case sensitive and should contain at least one each of the following characters with no space:
  - i. Uppercase : A to Z
  - ii. Lowercase : a to z
  - iii. Digit : 0 to 9
  - iv. Non- alphanumeric : Special characters @ # \$ % & \* / \
3. User shall be compulsorily required to change password after the lapse of 14 days
4. New password must be different from previous 5 passwords
5. User Id shall be locked after 5 invalid login attempts
6. Reset of password shall set the password to a default password
7. User shall not be allowed to set the default password as new password

### User Management and Access Control Policy

All the software used by the organisation is controlled through rights to be given to the user depending on the profile and the work allotted to him. Every software has dual system of protection - one is based on the rights/restrictions for the user to access and the other is password protection. Further, all the passwords are self expired in 15 days and the user needs to update the same as and when required. The password policy is existent and implemented.

The web hosting channels and the internal servers are separately treated and are not linked on the same network. There are different channels for the internal network and web hosting channels to connect to the server.

All the activities by the users are maintained and logged in a predefined format as provided by the vendor to the software. These records are checked on a regular basis and the system has the provision to check the details of the reports/actions performed by the software with the user details in a particular time frame and date. All the privileges to be given are discussed with the senior officials before the rights are given to such users. The user has to follow the instructions of maker-checker to execute the queries as required.

### Backup and Recovery Policy

The backups are taken on a daily basis for the broking operations. The depository operation backups are also taken on a daily basis. The backups are taken in 2 different copies and are kept at different locations. Such backups are regularly tested for their authenticity in case these have to be used in an emergency. Further, the previous year's backups are also kept in 2 copies and the data is regularly checked. The media used for the backups shall be cleaned and checked every week. Moreover, monthly backups are made separately so that there is also a consolidation of data. The life of the media of storage is kept as 6 months. Every 6 months, the media is changed (in case there is any issue in the current media). The yearly archives are made at the end of the financial year for our usage.

### Standard and Guidelines for Information Security

The standards and guidelines for information security is given below:

**System Administration:** The system administrator needs to check and maintain the various operations of all the hardware/software as used in the organisation. Such IT infrastructure needs to be updated on a regular basis, disk scanning and cleaning is to be done on a weekly basis for the best performance of the infrastructure.

**Technology Deployment:** All the different technologies deployed in the organisation shall be looked upon very carefully. Proper manuals shall be created and referred from time to time as per the requirements. Such technologies shall be monitored on a regular basis.

## Disclosure

The website/mobile application (hereinafter referred to as “site/app”), including any content or information contained within it or any site/app linked to the site/app, or any product or service licensed or purchased through the site/app, is provided on an "as is" basis and without warranties of any kind, either express or implied, including, but not limited to warranties of title or non-infringement or warranties of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement. The website/ mobile application is owned, operated and maintained by Vivek Financial Focus Limited (hereinafter referred to as “Vivek Financial”), a Company incorporated under the Companies Act, 2013 having CIN: U74899DL1995PLC064632, and having its Registered Office at 105 A&B, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi – 110058 and Corporate Office at Registered Office at 112, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi – 110058

You acknowledge that any warranty that is provided in connection with any of the products or services described herein is provided solely by the owner, advertiser, manufacturer or supplier of that product and/or service, and not by Vivek Financial. Vivek Financial does not warrant that your access to the site/app and/or related services will be uninterrupted or error-free, that defects will be corrected, or that this site/app or the server provided herein is free of viruses or other harmful components. Access to and use of this site/app and the information provided herein is at your own risk and Vivek Financial does not undertake any accountability for any irregularities, viruses or damage to any computer that results from accessing, availing or downloading of any information from this site/app. Vivek Financial does not warrant or make any representations regarding the use of or any consequences resulting from the use of any product and/or service purchased in terms of its compatibility, correctness, accuracy, and reliability or otherwise. You assume total responsibility and risk for your use of this site/app and all site/app-related services.

You agree that, Vivek Financial and its directors, officers, employees, agents, sponsors, consultants, business partners or other representatives ('service providers') shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including without limitation loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, or interruption of business) under any contract, negligence, strict liability or any other theory arising out of or relating in any way with the use of the site/app or in reliance of the information available on the site/app or shared during offline interactions, site/app-related services, or any products or services offered or sold or displayed on the Vivek Financial website or mobile application or during offline interactions and thereby Vivek Financial and its directors, officers, employees, agents, sponsors, consultants, business partners or other representatives ('service providers') shall have no liability arising out of any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages or loss arising out of usage of site/app or offline interactions.

The possibility exists that the site/app could include inaccuracies or errors. Additionally, the possibility exists that unauthorized additions, deletions or alterations could be made by third parties to the site/app. Although Vivek Financial attempts to ensure the highest level of integrity, correctness and authenticity of the site, it makes no guarantees whatsoever as to its completeness, correctness or accuracy. In the event that any inaccuracy arises, please inform Vivek Financial so that it can be corrected.

The price and value of investments and the income derived from them can increase or decrease and you may not get back the amount you invest. Changes in the rate of exchange may have an

adverse effect on the value, price and income of investments in deposits other than your own. Past performance is not necessarily an indicator of future performance. The services and investments referred to in our site/app/offline interactions may have tax consequences and it is important to bear in mind that Vivek Financial does not provide tax advice. The level of taxation depends on individual circumstances and such levels and bases of taxation can change. You should consult your own tax advisor in order to understand any applicable tax consequences.

Vivek Financial does not make any personal recommendations. The information on our Internet site/app/offline interactions is provided solely to enable investors to make their own investment decisions and does not constitute a recommendation to buy, sell or otherwise deal in investments. The services and the securities we offer may not be suitable for all customers. If you have any doubts, you should seek advice from an independent financial adviser.

This Internet site/app is only available to residents in India and is presently not available to foreign residents including non resident Indians (NRIs) in foreign jurisdictions where the services cannot be offered without prior regulatory compliance. In all such cases due efforts are being made to comply with regulatory requirements in various jurisdictions. This service does not constitute an offer to sale or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.

No market analysis, research report or any other information, on the site/app is to be construed as a representation with respect to shares, securities or other investments.

You understand and agree that no joint venture, partnership, employment or agency relationship exists between you and us as a result of this agreement or on account of use of our site/app.

Price and availability of products and services offered on the site are subject to change without prior notice. To the extent that we provide information on the availability of products or services you should not rely on such information Vivek Financial will not be liable for any lack of availability of products and services you may order through the site.

#### Disclaimer and Limitation of Liability

Disclaimer: Vivek Financial and/or any of its affiliates do not provide any tips, advisory, solicitation, opinions or portfolio management services regarding buying, selling and trading of any securities, directly or indirectly, in any manner. Information displayed or laid out by Vivek Financial, including but not limited to; this site/app/offline interactions and all other platforms including social media, are purely for either educational, informational, or discussion purposes and should not be construed as direct or indirect recommendation to invest, trade or speculate in the markets. Vivek Financial would welcome and appreciate immediate notification or notice, if any person would come across any such tips, advisory, solicitation, opinions or related services regarding buying, selling and trading of any securities, directly or indirectly, in any manner from any person or platform which is believed to be or likely to be believed as Vivek Financial. Please contact [compliance@vivekfinancial.com](mailto:compliance@vivekfinancial.com) for any of your queries with regard to the same. In no event shall Vivek Financial be liable for any investments, trades or speculative activities performed by any person based on any such information or content and all such activities shall be solely at their own risk.

Transactions between you and Vivek Financial shall be governed by and construed in accordance with the laws of India, without regard to any conflicts of laws of other nations. Any litigation regarding this agreement or any transaction between customer and Vivek Financial or any action at law or in equity arising out of or relating to these agreement or transaction shall

be filed only in the Competent Courts of Delhi alone and the customer hereby agrees, consents and submits to the jurisdiction of such courts for the purpose of litigating any such action.

The Stock exchange and depository i.e. NSE/ BSE/NSDL and/or any other exchange/depository is not in any manner answerable, responsible or liable to any person pr persons for any acts of omissions or commission, errors, mistakes and/or partners, agents associates etc., of any of the Rules, regulations, bye-laws of the Stock Exchange, SEBI Act or any other laws in force from time to time. and depository i.e. NSE/ BSE/NSDL and/or any other exchange/depository is not answerable, responsible or liable for any information on this site/app or for any services rendered by us, our employees and our servants.

Please note that any of your personal details; including but not limited to, your registered contact number, password, login information, email ID, date of birth, bank account, address etc. and/or any other personal details collected from time to time, is strictly not shared with any third party ,i.e. any non-affiliate of Vivek Financial, without your express consent.

Vivek Financial or any of its affiliates, employees, agents or any other representatives would never contact you and ask you for your personal details such as your login information, password, Aadhaar OTP, bank account details and such other related information. Please do not provide any details to queries from calls where such information is asked by the caller who impersonates to be an affiliate of Vivek Financial. For reporting any such information or for further queries with regard to this, please contact [compliance@vivekfinancial.com](mailto:compliance@vivekfinancial.com)

## Privacy policy

In the course of using this website/mobile application or any of the websites/app under the “Vivek Financial” domain or availing the products and services vide the online application forms and questionnaires, online consents and such other details required from time to time on any of Vivek Financial’s (and/or its affiliates) web platforms or mobile applications, Vivek Financial and/or its affiliates may become privy to some of Your personal information, including which may or may not be of confidential nature. Vivek Financial is strongly committed to protecting the privacy of its users/clients and has taken all necessary and reasonable measures to protect the confidentiality of any customer information.

For the purpose of these Privacy Policy, wherever the context so mentions “Covered Persons”, “Client”, “You” or “Your”, it shall mean any natural or legal person who has visited this website/platform/mobile application and/or has agreed to or has enquired open an account and/or initiated the process of opening an account with Vivek Financial (also defined as “Covered Persons”).

Vivek Financial allows any person to use/visit/browse the website without registering on the website. The term “We”, “Us”, “Our” and “Team Vivek Financial ” shall mean Vivek Financial Focus Limited. Vivek Financial Focus Limited (hereinafter shall be referred together as ‘Vivek Financial’) is a Trading Member of NSE and BSE, registered with Securities & Exchange Board of India (“SEBI”) and having Registration No. INZ000276333. This website is owned, operated and maintained by Vivek Financial Focus Limited, a Company incorporated under the Companies Act, 2013 having CIN: U74899DL1995PLCO64632, and having its Registered Office at 105 A&B, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi – 110058 and Corporate Office at Registered Office at 112, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi – 110058. Access to Your Vivek Financial account and the usage of Your account is subject to Your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening, and any terms/consents/policies included on Vivek Financial’s website/domain, i.e. <https://www.vivekfinancial.com/> , including its “Terms and Conditions”, “Organizational Policies”, and “Disclosure”.

### Scope of this Policy

Any natural or legal person who has visited the Vivek Financial website/platform and/or the mobile application, and/or who may or may not have further agreed to initiate the process of opening an account with Vivek Financial shall come under the purview of the scope of this Privacy Policy. Vivek Financial shall at all times follow all such rules prescribed under the Information Technology Act, 2000, and rules & procedural guidelines set by the Securities Exchange Board of India (“SEBI”) and/or any of its regulated entities/intermediaries that Vivek Financial is a member of.

### Collection and use of your personal information

Vivek Financial may or may not collect your Personal Information to provide services on its web based platform or mobile application. While opening a trading and demat account with Vivek Financial, you may be asked for certain Sensitive Personal Data or Information (as defined under the Information Technology Act, 2000) to complete your KYC (as per the ‘Know Your Client’ requirements set by SEBI) and as per the Prevention of Money Laundering Act, 2002.

Vivek Financial, may or may not, request for sensitive information from You at the time of account opening, which would include but not be limited to, (i) setting a password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument



details; (iii) information such as name, contact number, gender, date of birth, residence and employment addresses, father's/mother's and spouses names, bank account details, scans/copies of document proofs of address & identity such as Photograph, PAN, passport, drivers license, Aadhaar (voluntarily) etc. (iv) uploading signature proof/photo etc. All such information would be for the purpose of: identity verification and background checking for account opening as per KYC & AML Rules, personalising services offered to you, keeping you updated of our products and services relevant to you, information pertaining to our services you've subscribed to, and for any legal and regulatory / audit purposes.

We would save such information as required by the law, and as directed by the regulators along with such intermediaries regulated by them, for the purpose of offering You our services, and for such further regulatory, audit, and business purposes. We collect Personal Information from you only when you voluntarily use the services provided by Vivek Financial, and/or enquire to begin an association with Vivek Financial and/or complete the process of opening an account with Vivek Financial.

With regard to security, we respect all information provided to us, and take all reasonable steps towards protection of the same. We have implemented technology and policies, with the objective of protecting your privacy from unauthorized access and improper use, and periodically review the same. We maintain procedural safeguards to protect the confidentiality and security of personally identifiable information transmitted to us.

#### Aadhaar user consent policy

#### Voluntary Act

The act of providing your Aadhaar is voluntary in nature, which will only be required for completing your account opening procedure online, Rekyc online and for digitally signing the Vivek Financial account opening form.

You may alternatively choose to go through the offline route of account opening by physically signing all such account opening documents.

During your online account opening process, you do not input any Aadhaar details on the Vivek Financial platform. You would be issuing your Digital Aadhaar to Digilocker, from where Vivek Financial would receive information, based on your consent to allow Digilocker to share such information with Vivek Financial, limited to: (1) The last four digits of your Aadhaar / VID (Virtual ID created on the UIDAI website), (2) Full Name, (3) Date of Birth, (4) Gender, (5) Address, and (6) Your Photo.

Digilocker is a part of the National eGovernance Division under the Ministry of Electronics & Information Technology (MeitY), Government of India. The Digital Aadhaar issued within DigiLocker is the same as the eAadhaar issued by UIDAI (<https://eaadhaar.uidai.gov.in>). DigiLocker has partnered with UIDAI to make it available automatically to its users when they link their DigiLocker account with Aadhaar. This act of issuing an eAadhaar within Digilocker and subsequently Digilocker sharing the information limited to the above points, leads to behaving as a physical KYC. Vivek Financial only receives information limited to the above points for the purposes of completing KYC of clients online.

During your online account opening process, you would also be sharing your Aadhaar with Digiotech Solutions Pvt. Ltd. for the purpose of digitally signing the Vivek Financial account opening form. Digiotech Solutions Pvt. Ltd. does not share your Aadhaar with Vivek Financial. After the account opening form has been digitally signed by you, a copy of the digitally signed form would be emailed to you. Digiotech Solutions Pvt. Ltd. is a licensed e-Sign ASP (Application

Services Provider) with CDAC, compliant with the guidelines laid down by the Controller of Certifying Authorities (CCA), India and UIDAI, to enable you to eSign the account opening forms online.

#### Collection and use of your non-personal information

Vivek Financial may from time to time collect information, i.e. Non-personal information which cannot be used to identify you personally, while You are using the website or mobile application. Vivek Financial may from time to time collect information such as Non-personal information such as IP (internet protocol) addresses, browser types, the name of your ISP (internet service provider), information about a third party link/URL from where You arrive to our website/mobile application, which pages/URLs do You click on the Vivek Financial website / mobile application, and the amount of time spent on each.

Vivek Financial may use Google Analytics, a web analytics service provided by Google, Inc. and/or similar resources/applications/tools. Google Analytics uses first-party cookies to report on user interactions with our web-based services. These cookies store non-personally identifiable information.

#### Usage of Cookies

Vivek Financial may from time to time use cookies. Cookies are small data files that a website stores on Your computer. Vivek Financial may use persistent cookies which are permanently placed on your computer to store non-personal (Browser, ISP, OS, Clickstream information etc) and profiling information (age, gender, income etc). While cookies have unique identification nos, personal information (name, a/c no, contact nos etc) shall not be stored on the cookies. We will use the information stored in the cookies to improve Your browsing experience on our website, by throwing up relevant content where possible. We will also use the cookies to store visitor preferences to ease visitor navigation on the site.

#### Disclosure and transfer of collected information

Vivek Financial does not share any of your information with third parties except: (i) with respect to providing the information or services that you have requested earlier, (ii) or with your express permission for sharing such information, or (iii) with intermediaries/applications who require such information as per regulatory requirements and procedure laid down by SEBI/Exchanges.

Under no circumstances will we sell or rent your personal information to anyone, for any reason, at any time. Vivek Financial has taken best and reasonable steps to ensure prevention of any unauthorised disclosure of your sensitive personal information.

Disclosure for regulatory compliances: Vivek Financial will share your information with judicial, administrative and regulatory entities to comply with any legal and regulatory requirements.

Disclosure for provision of services: Vivek Financial will share your information with third party vendors of Vivek Financial as necessary for the provision of services. Authorized third party vendors are bound by the same standards of data security practices and procedures as we are under law and contract. They are subject to the same penalties as we are for the unauthorised disclosure of your personal information.

#### Security

Our hosting services and servers maintain its systems in accordance with industry standards and best practices to reasonably secure the information of its customers, such as using SSL encryption in certain places to prevent eavesdropping, and employing up-to-date software on the server. However, no data transmission over the Internet can be guaranteed to be 100% secure. "Perfect security" does not exist on the Internet, and therefore You use the website and mobile application at your own risk.

Vivek Financial follows industry best practices, using open and known principles when transferring and storing your data. We believe the biggest threat to the security and privacy of your data is if someone gains access to any of your devices. Remember to keep your password safe and secret to prevent unauthorised access to your Vivek Financial account. If you think that the security of your Vivek Financial account has been compromised, change your password and contact us immediately for further assistance.

#### Correction/Updating or Access to Personal Information

In case of any changes with respect to any of your information, especially Personal Information has been changed or in case you would not like to continue the services of Vivek Financial, then you would be required to either update your Personal Information or unsubscribe from any updates / information with respect to notifications on the products/services that you had earlier utilised or enquired upon at Vivek Financial. In case you would like to modify / delete any details with respect to your Personal / Non-personal information, or to access your information in readable format, you would have to write to: [clientcare@vivekfinancial.com](mailto:clientcare@vivekfinancial.com) or to the address: Vivek Financial Focus Ltd., 112, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi – 110058.

#### Subject to Change

This Privacy Policy is subject to change and may be updated or revised from time to time, without any prior notification to the User, at the sole discretion of Vivek Financial. It is the responsibility of the User to periodically review the Privacy Policy to determine whether there have been any revisions or updates.

If you do not agree with the terms of this Privacy Policy or any changes made to this Policy, please stop using all products and services provided by Vivek Financial immediately.

## Terms and conditions

This page contains important information regarding the terms and conditions which apply to your trading and demat account with Vivek Financial Focus Limited (hereinafter referred to as Vivek Financial). Vivek Financial, being a Trading Member of NSE and BSE, registered with Securities & Exchange Board of India ("SEBI") and having Registration No. INZ000276333. The Depository services for your account will be enabled through Vivek Financial Focus Limited, a Depository Participant using NSDL as the Depository having SEBI Registration no.: IN-DP-473-2020. For Mutual Fund services, Our AMFI Reg. No.: ARN 1990. Access to your account and the usage of your account is subject to your compliance with all the terms and conditions set forth herein, read along with all documents, including but not limited to; applications forms and undertakings, signed by you during account opening. Please read this page carefully and retain it for future reference.

The website is owned, operated and maintained by Vivek Financial Focus Limited (hereinafter referred to as "Vivek Financial"), a Company incorporated under the Companies Act, 2013 having CIN: U74899DL1995PLCO64632, and having its Registered Office at 105 A&B, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi - 110058 and Corporate Office at Registered Office at 112, Vishwa Sadan, 9, District Centre, Janak Puri, New Delhi - 110058

Please note that the information contained herein is subject to change without notice.

### General terms and conditions

Before availing of online/offline trading services, and/or mutual fund distribution services, and/or any other services as provided by Vivek Financial from time to time, the Client shall complete the registration process as may be prescribed from time to time. The Client shall follow the instruction given in the website/mobile application for registering himself as a client or may complete the registration process offline, as the case be.

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 Vivek Financial. The Client will not hold nor seek to hold Vivek Financial or any of its officers, directors, partners, 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 Vivek Financial or any other agency appointed/authorised by Vivek Financial. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that employees of Vivek Financial are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Vivek Financial or any of its employees.

### Security precaution and password

If registered for Internet Based Trading, Vivek Financial will provide the client with a username and a password which will enable him to avail of the facilities of Online Trading through the Vivek Financial website/mobile application, over the telephone or in any such other manner as may be permitted by Vivek Financial for availing of the services. Vivek Financial may also provide the client with the username and password for accessing its back-office for various reports, etc. All terms regarding the use, reset and modification of such password shall be governed by information on the website.

The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person

whosoever through Vivek Financial's Online Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.

The Client shall immediately inform Vivek Financial of any unauthorised use of the Client's Username 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.

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 Username and/or Password by a third party and the risk of a person hacking into the Client's account on Vivek Financial'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 Username and also for any and all acts done by any person through Vivek Financial's Online Trading System on the Client's Username in any manner whatsoever.

Without prejudice to the provisions mentioned herein above, the Client shall immediately notify Vivek Financial in writing with full details if: he discovers or suspects unauthorised access through his Username, Password or Account, he notices discrepancies that might be attributable to unauthorised access, he forgets his password or he discovers a security flaw in Vivek Financial's Online Trading System.

### **Orders**

All orders for purchase, sale or other dealings in securities and other instructions routed through the Vivek Financial's Online Trading System via the Client's Username shall be deemed to have been given by the Client.

The client agrees to provide information relating to customer user identification, and such other information as may be required while placing orders on the telephone to determine the identity of the client.

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.

Vivek Financial may from time to time impose and vary limits on the orders which the Client can place through Vivek Financial's online trading System, offline orders through physical in-person visit to office and orders placed through telephone (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 Vivek Financial may need to vary or reduce the limits or impose new limits urgently on the basis of the Vivek Financial's risk perception and other factors considered relevant by Vivek Financial, and Vivek Financial may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that Vivek Financial shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through Vivek Financial's Online Trading System, offline orders either by placed during physical in-person visit or orders placed through telephone, on account of any such variation, reduction or imposition of limits. The Client understands and agrees that Vivek Financial 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 Vivek Financial.

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 Vivek Financial's Online Trading

System or through CTCL systems, Vivek Financial shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

The client agrees Vivek Financial may impose scripwise surveillance or such other conditions as to scripwise limits, etc. The client also understands that Vivek Financial may impose various surveillances which may differ from client to client on the basis of the Vivek Financial's risk perception and other factors considered relevant by Vivek Financial.

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 Vivek Financial's Online Trading System.

### **Online account opening**

Online account opening using AADHAAR is currently available only for residents of India opening accounts for an individual (HUFs, corporate bodies, NRIs, etc., not eligible).

When opening an account online using AADHAAR, data will be fetched from the KYC database/Digilocker/KRA and cannot be edited.

Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.

Trading, settlement and accounts

The client agrees that all orders placed through the website shall be forwarded by the system to the Exchange. All orders placed otherwise than through the website shall be forwarded by the system to Exchange terminals or any other order execution mechanism at the discretion of Vivek Financial. In the event that the order is placed during the trading hours, it shall be routed to and executed on the market system.

Online confirmation will be sent to the client by electronic mail or SMS after the execution of the order, trade and this shall be deemed to be valid delivery thereof by Vivek Financial. It shall be the responsibility of the client to review immediately upon receipt, whether delivered to him 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 Vivek Financial for all such confirmations that are not received by him within a stipulated time.

The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scripts or quantities) to Vivek Financial'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 Vivek Financial in writing via electronic mail or fax within twenty four hours from the time of receipt of the first notice. In all cases, Vivek Financial shall have a right to accept or reject the client's objection.

There may be a delay in Vivek Financial receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which Vivek Financial has entered into contracts or transactions on behalf of the clients. Accordingly Vivek Financial 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 Vivek Financial 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.

The client agrees that if, for any circumstance or for any reason, the markets close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that Vivek Financial 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 re-processed, in any event.

Vivek Financial may, at its sole discretion, reject any order placed on the website 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.

The client agrees that, if the order is not accepted on the website for any reason, Vivek Financial shall have the right to treat the order as having lapsed.

The client is aware that the electronic trading systems either at the Exchange or in the office of Vivek Financial offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non- execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure / disruption / breakdown of system or link, Vivek Financial shall be entitled to cancel relative request/(s) with the Client and shall not be liable to execute the desired transactions of the client's. In such event, Vivek Financial 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 Vivek Financial.

Vivek Financial 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.

The client agrees to abide with and be bound by all the rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by Vivek Financial and the orders placed by him on the website or any other manner.

Vivek Financial 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 and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

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 client's 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.

The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from Vivek Financial 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 Vivek Financial has so confirmed in writing.

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

Vivek Financial shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Rules and Regulations, 1992, within 24 hours of the execution of the trade. Such a contract note, if issued in physical form shall be dispatched by Vivek Financial by courier, at the address mentioned in this agreement or at any other address expressly informed to Vivek Financial by the client. The client agrees that Vivek Financial to issue the contract note in digital form which shall be sent by way of electronic mail to the address provided by the client. Vivek Financial

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 Vivek Financial 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 24 hours to Vivek Financial.

Vivek Financial 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.

### **Margin**

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

The client agrees and authorises Vivek Financial to determine the market value of securities placed as margin after applying a haircut that Vivek Financial 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 Vivek Financial intimates such shortfall.

Vivek Financial 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 or any other mode in pursuant to the exchange(s) and SEBI rules & regulations prevalent at that time. The Client accepts to comply with the requirement of Vivek Financial with regards 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.

The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.

The client is also aware that Vivek Financial 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 Vivek Financial on the basis of Vivek Financial's Risk perception and other factors considered relevant by Vivek Financial. However, there may be circumstances when the deposits made by Vivek Financial with the Exchange may not be sufficient in times of extreme volatility and trading terminals of Vivek Financial 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 Vivek Financial for any loss that they might incur on account of such suspension of trading.

The Client agrees that any securities/cash placed by him/her/it as margin may in turn be placed as margin by Vivek Financial with the Exchanges or banks or such other institution as Vivek Financial may deem fit. The Client authorises Vivek Financial 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.

Any reference in these terms to sales or transfer of Securities by Vivek Financial shall be deemed to include sale of the Securities which form part of the Margin maintained by the Client with Vivek Financial. In exercise of Vivek Financial '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 Vivek Financial.

### **Maintenance of trading account**

**Money pay-in to Vivek Financial** - The Client agrees that all payments due to Vivek Financial will be made within the specified time and in the event of any delay, Vivek Financial 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 Vivek Financial shall be from the account of the client and shall not to be from any third party.

**Money payout to Vivek Financial** - Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes Vivek Financial to release all payments due to him from the trading account maintain with Vivek Financial, against specific request in this behalf.

**Securities pay-in to Vivek Financial** - All delivery to be effected to Vivek Financial 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 a default in completing the delivery on the exchange by Vivek Financial 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 Vivek Financial or third party payment should be made to Vivek Financial 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 costs and consequences thereof of the client.

**Securities pay-out by Vivek Financial** - Vivek Financial may directly credit the demat account of the client with the depository participant or maintain the securities account with Vivek Financial on a running account basis.

Provided that if the order placed by the client through the website 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, Vivek Financial may withhold the credit of securities to the demat account of the client. However, the client authorizes Vivek Financial to withhold the securities to meet liabilities of client to Vivek Financial under this agreement.

Vivek Financial is entitled to consider any sum or money or security lying to the credit of the client as margin received.

### **Representations and warranties**

The Client hereby warrants that he is capable of executing the present agreement and that the terms of the present 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.

He agrees to provide and continue to provide all details about themselves as may be required by Vivek Financial, including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) , and states all details and facts represented to Vivek Financial are true.

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 Vivek Financial may at any time be unavailable without further notice. Vivek Financial and the Exchange do not make any representation or warranty that the Online Trading Service of Vivek Financial 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 Vivek Financial on account of any suspension, interruption, non-availability or malfunctioning of the Online Trading System or Service of Vivek Financial or the Exchange's service or systems for any reason whatsoever.

Vivek Financial 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 website Vivek Financial and for dealing in cash and derivatives segment of the exchange.

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

The Client/s agree to indemnify and hold Vivek Financial 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 user ID and password by the Client/s.

The Client hereby confirms and warrants that the Client authorises Vivek Financial to take all such steps on the Client's behalf as may be required for provisions or to complete or settle any transactions entered into through or with Vivek Financial or executed by Vivek Financial on behalf of the Client. However, nothing herein shall oblige Vivek Financial to take such steps.

#### Fees and brokerage

The Client agrees to pay Vivek Financial any brokerage, commission, fees, service tax and other taxes and transaction charges as agreed upon and due from time to time, as applied to such Client's account, transactions, and trading ledger by Vivek Financial, for the services that the Client receives from Vivek Financial.

All fees, brokerage, and charges on Vivek Financial 's platform or through offline transactions are subject to change from time to time, subject to complying with rules prescribed by the Exchanges and SEBI, at Vivek Financial 's discretion, with due notification to the Client.

#### **Investment or any other advice**

The Client agrees that none of the services available on the website shall amount to investment advice on the part of Vivek Financial.

The Client agrees that in the event of Vivek Financial or any employee or official of Vivek Financial, 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 Vivek Financial shall not be liable or responsible for the same.

Vivek Financial, and its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

#### **Mutual funds Login**

Client may as well use Mutual Fund Login provided on Vivek Financial website/ mobile application at their sole discretion and the Client expressly agrees that Vivek Financial is not

liable or responsible and does not represent or warrant for any damages regarding non-execution of orders or any incorrect execution of orders with regard to the funds chosen by the Client due to, but not being limited to, any link/system failure, etc. which may occur at the end of the client, Vivek Financial or the exchange or the mutual fund platform.

### **Miscellaneous**

Vivek Financial does not warrant that the service will be uninterrupted or error-free. The service is provided in an "as is" 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 Vivek Financial 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 Vivek Financial or of the Exchanges or otherwise or for any other delay beyond the reasonable control of Vivek Financial due to a breakdown or failure of communication facilities or for any other delay beyond the reasonable control of Vivek Financial.

All modification to this Agreement shall be made solely at the discretion of Vivek Financial.

### **Indemnity**

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, Vivek Financial 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 therefrom.

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 Vivek Financial from any loss, injury, claim or any action instituted against Vivek Financial arising from the misuse of the password by any party.

Force majeure

Vivek Financial 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.

### **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.

Refund & cancellation policy

The Refund & Cancellation policy for all payments made towards account opening or any other services using any mode of payment shall stand as under:

- The Fees paid towards account opening charges for enabling equities or any other services is non-refundable. Any payments due post settlement of relevant charges/ dues shall be paid in due course.
- Pick up of required documents related to the account opening procedure is subject to availability of our representatives, given at any particular time and location.
- All payments should be done via A/C payee cheques only in favour of Vivek Financial Focus Ltd. and margin/limits shall be given on realization of the payment.

- In case of payment through RTGS/NEFT, clients should also submit the screenshot from bank's website/ mobile application clearly indicating the bank details to identify the source of funds and beneficiary account.

Note: The completion of the refund procedure is subject to agencies such as banks, payment gateways.

### **Investor Redressal Mechanism**

Investor Satisfaction being of utmost importance, for which necessary mechanism and systems are in place. Common escalation matrix has been provided in contact us section for ease in approaching and resolution of grievances, if any.

### **Notice**

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 -

- By hand
- Delivery by post
- By registered post
- Under certificate of posting
- By email or fax
- By affixing it on the door at the last known business or residential address.
- By oral communication to the party or on the last known telephone number or on the recording machine of such number.
- By advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- By notice posted on the notice board of the Exchange if no address is known. Any communication sent by Vivek Financial to the Client shall be deemed to have been properly delivered or served, if such communication is returned on Vivek Financial 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.

## Internal Mechanisms

### Managing Transaction Alerts through ENIT / E-Boss / i-Assist

The alerts are regularly monitored. In the case of any regulatory alerts received via any regulatory platform / information through them via any mode, the following steps are taken:

- a) The status of client account is checked – Active / Suspended
- b) Transaction volumes
- c) Activity in the client account

However, if the transaction is of high value/volume or there were no transaction in those particular account in other exchanges, the transaction are them personally re-confirmed with them to insure that the transaction have done by the right person.

In the case where there are any non-regulatory alerts, the trades not matching with the profile/trading pattern of the client are re-confirmed to authenticate the trades.