

TERMS & CONDITIONS

The Website Owner, Arham Wealth Management Pvt Ltd (*NSE, BSE & MCX – INZ000189034 CDSL:- IN-DP-CDSL-456-2020*) including its subsidiaries and affiliate herein referred through its brand name “Klever Trade” (“Website” or “Website Owner” or “we” or “us” or “our”) provides the information contained on the website or any of the pages comprising the website (“website”) to visitors (“visitors”) (cumulatively referred to as “you” or “your” hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of the website.

Term of use

Use of Internet Trading at <https://klevertrade.arhamwealth.com/> is subject to the Rules and Regulations mentioned on this website. When you are logging in, it amounts to an acceptance of these Terms and Conditions.

Rules and Regulations

A) Introduction:

Klever Trade is powered by M/s. Arham Wealth Management Private Limited.

This document contains important information regarding the terms and conditions, which applies to your Trading Account with Klever Trade. PLEASE READ THIS DOCUMENT CAREFULLY and retain it for future reference. Please note that the information contained herein is subject to change without prior notice.

Opening your Trading Account

To start trading with Klever Trade, you need to open a trading account and a Depository (or Demat shares) Account with Klever Trade. All receipts and payments for buying and selling of shares and all commissions and charges will be posted to your trading account. Shares that you buy and sell through the trading account will be received in or delivered from your Demat account. Trading account refers to the account of the client maintained by Klever Trade (Powered by Arham Wealth Management Pvt Ltd) in their books of accounts. Demat account refers to the account opened by client with CDSL - Central Depository Services (India) Limited through Arham Wealth Management Pvt Ltd. as Depository Participants (DP) for the purpose of holding and maintaining your securities/holdings in an electronic form.

Before we can make your Account operative, we require that you fill and sign all forms/agreements which form part of your Account opening kit, and supply us with all the relevant

legal documents and financial information and/or documents which law requires us to maintain. You warrant and represent that the information that you supply in your Account Application is accurate and truthful. please check with our Privacy Policy.

If your application is approved, we will open a trading Account (an “Account”) for you. We reserve the absolute right to either accept or reject your application on any grounds whatsoever and you agree that you shall not dispute the result in any manner whatsoever.

B) Applicable rules and regulations

All transactions in your Account maintained with Klever Trade shall be subject to the constitution, rules, regulations, customs and usage of the exchanges or market, and its clearing member/corporations. Also, where applicable, such transactions shall be subject to the provisions of the Securities and Contracts Regulations Act (SCRA), as amended, and to the rules and regulations of the Securities and Exchange Board of India (SEBI), CDSL - Central Depository Services (India), National Stock Exchange (NSE), Bombay Stock Exchange (BSE), Multi Commodity Exchange (MCX) the exchanges where we will facilitate trading, and any applicable self-regulatory organization.

C) Who is eligible?

You can open Trading Accounts if you are over 18 years and if you will operate this on an individual basis. You can also open demat account with us (No age restriction) along with your trading account. It is open to resident Indians only. Indian regulations require us to maintain some basic financial details about each client. You need to provide us the details of your bank account, details regarding proof of identity, proof of address etc. Your signatures on the Account opening form need to be the same, as maintained in the Pan Card or bank records. All Resident Individuals need to provide us with the following documents.

PAN Card	Digital Pan Card or Photo of original Pan card
Address Proof	(Driving license, Voter ID, Passport, Aadhaar Card, Bank statement, etc. - Any 1)
Income Proof	1 copy, self-attested — (latest 3 months salary slip, 2 Years of ITR, Form 16, 6-month bank Statement, etc. - Any 1) -Needed for derivatives trading(FO, CDS, and MCX)
Bank Proof	Personalized cancelled cheque(name printed on it) or bank statement or bank Passbook copy. (Bank account number, MICR and IFSC code should be visible clearly)

D) Brokerage

Visit our website for details on various brokerage plans. It is subject to the maximum brokerage limit prescribed by SEBI.

The Client agrees to pay the BSE/NSE/MCX related charges, statutory charges/taxes and any other charges (including but not limited to security handling charges on settlement) as they exist from

time to time and as they apply to the Client's account, in respect of trades/transactions and services that the Client receives from the Member.

Klever Trade shall debit the charges of the depository participant for the trades.

E) Nomination

You can also nominate someone in your Demat Account, who becomes the beneficiary of the shares held in the Account in the unfortunate event of your demise. To add a nominee to your account, you can fill up the nomination form (you will receive blank nomination form at the time of account opening on your registered email), sign it, and courier it to our corporate office address: B-2, ITC Building, Ground Floor, Majura Gate, Ring Road, Surat – 395002

F) Digital contract notes

The Member shall deliver to the Client via email or other electronic means or otherwise a contract note of the trades executed on their behalf on the trade date, within 24 hours of the execution of the order. The contract note shall be final and binding proof of the order placed by the Client and confirmation of trade, regardless of any apparent or inadvertent errors.

All information contained in any confirmation, contract note or other communications shall be binding upon the Client in relation to all trades/transactions, whether the orders are given by the Client through the Web-Site or by telephonic means or otherwise

G) Margins

(a) The Client shall maintain such quantity of securities and such amount of cash credit balances (hereinafter referred to as the "Margin") as required by the applicable statutes, rules, regulations, procedures or as deemed necessary or advisable by the Member provided that the Margin shall not at any time be less than [20%] of the price of the Admitted Securities proposed to be purchased or sold. The Client agrees that no interest shall be payable on the Margin as maintained with the Member.

(b) In case there is any change in policy relating to Risk Management pertaining to margin requirement and squaring up process the same would be reflected to the user by posting such changes on website of the company and the onus is on the Client to keep check, understand, and agree with the Risk Management policy pertaining to margin requirement and squaring up process from time to time.

(c) In addition to the above, if the Client does not credit its cash or securities account as maintained with the Member, to make up any shortfall in the Margin, instantaneously, to enable restoration of the Margin in Client's account, the position of the Client may be squared off by the Member, without any further reference to the Client and without prior notification, and any resultant or associated losses that may occur due to such squaring off shall be borne by the Client, and the Member is hereby fully indemnified and held harmless by the Client in this behalf

H) Compliance action

We may initiate compliance action in case of any default in payments of any due's receivable by us from the client. Compliance action includes **but not limited to** - -

- Squaring off of outstanding transactions.
- We have full LIEN ON CASH AND SECURITIES BALANCES in trading account /depository account of the client and may sell such securities lying with us or stock lying in client depository account with us. Client will be responsible for any loss arising out of squaring off or sale of securities and we will not be liable for any cost or damage or any consequences thereof.
- Locking / suspending client account and no further transactions will be allowed till the time all dues are settled or till the time as may deem fit by us.
- Levy of interest @18 p.a. for any delay in receipt of our dues, which includes pay in amount, margin amount, fees, commission, or pay other charges.

We may take any one or all compliance actions as mentioned above and will intimate to the client on compliance action being taken and details thereof.

I) Indemnity:

(a) Though orders are generally routed to the marketplace shortly after the time the order is placed by the Client on the system there may be a delay in the execution of the order due to any link/system failure at the Client/Member/BSE/NSE/MCX's end. The Client hereby specifically indemnifies and holds the member harmless from any and all claims, and agrees that the Member shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorized access, theft, any fraud committed by any person whether in the employment of the Member or otherwise or any problem, technological or otherwise, that might prevent the Client from entering the Member's system or from executing an order or in respect of other conditions.

(b) The Client further agrees that he/she/it will not be compensated by the Member for any "lost opportunity" viz. notional profits on buy/sell orders which could not be executed or real loss from delay in executed orders due to any reason whatsoever, including but not limited to time lag in the execution of the order or the speed at which the system of the Member or of the Exchanges is operating or the delay in stock quotes or any shutting down by the Member of his system for any reason or the Member disabling the Client from trading on his system for any reason whatsoever.

Member's Liability

(a) Under no circumstances, including but not limited to negligence, shall the Member or anyone involved in creating, producing, delivering or managing the Services be liable for any direct, indirect, incidental, special or consequential damages, even if the Member or such person has been advised of

the possibility of such damages, that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breach of any warranty or due to any fraud committed by any person whether in the employment of the Member or otherwise.

(b) The Client agrees to fully indemnify and hold harmless the Member for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that got entered through the system at the Client's end.

1) Limitation of liability: The Member does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to the Client. The Member shall not be liable for any inaccuracy, error or delay in, or omission of, (1) any such data, information or message, or (2) the transmission or delivery of any such data, information or message; or any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by the Member or to any "force majeure" event (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, shut down of systems for any reason (including on account of computer viruses), equipment or software malfunction), any fraud committed by any person whether in the employment of the Member or otherwise or any other cause beyond the reasonable control of the Member.

2) Interruption in service: The Member does not warrant that the service will be uninterrupted or error free. The service is provided on 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 the Member shall not be held responsible for any breakdown of the system either due to the fault of the systems of the Member or of the Exchanges or otherwise.

3) Severability: If any provisions or of these Terms are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provisions or terms were not contained herein.

4) No Assignment The rights of the Client under these Terms are not transferable under any circumstances and shall be used only by the Client

5) Death or Insolvency In the event of death or insolvency of the Client or of its otherwise becoming incapable of receiving and/or paying for or delivering or transferring securities which the Client has ordered to be bought or sold, the Member may close out the transaction of the Client and the Client or its legal representative/s or nominee/s shall be liable jointly or severally for any losses, costs and be entitled to any surplus which may result there from.

J) WARRANTIES OF CLIENT:

(a) The Client hereby represents and warrants that the terms and conditions of these Terms have been clearly understood and that the information furnished to the Member is accurate and truthful.

(b) The Client confirms that it/he/she is of legal age and he/she/it has obtained the necessary approvals from the relevant regulatory/ legal and compliance authorities to access the services provided pursuant to these Terms.

K) ADDITIONAL CONDITIONS:

(a) The Client agrees and hereby authorizes the Member at its sole discretion and without any prior notice to the Client, to record any conversation between the Client and the Member. Such recording shall be deemed to be and is hereby accepted by the Client as conclusive and binding on the Client for all purposes and further the Client shall not challenge the accuracy, truth, or correctness of the said records in any manner and for any purpose whatsoever.

(b) The Client hereby agrees that the Member shall not be liable for any losses, damage or claim on account of transactions effected by the Member on behalf of the client arising from any incorrect or erroneous transfer or collection of the order instructions from the Client.

(c) The Client is required to ascertain all ledger balances of moneys and securities standing to its credit. No separate intimation of the ledger balances of the Client in his account would be sent to the Client either physically or electronically unless specifically requested in writing by the Client. The information as contained in the ledger balances shall be binding upon the Client and the Client hereby agrees that the Member shall not be liable for any loss, damage or claim on account of any error in the information contained in the ledger balances.

(d) The Client hereby authorises and empowers members to adjust all the debts/credits (funds/stocks) resulting from trading transactions in any of the following segment of BSE/NSE vis-à-vis F&O, Equity, Depository with any cash segment (equity) account and vice-versa in order to discharge any financial liability/obligation towards in any segment.

(L) CONDITIONS RELATED TO ORDER ENTRY AND ORDER EXECUTION:

1) Order Entry

(A) All orders entered by Client, either electronically or otherwise as detailed above, are based upon their investment decisions and their sole responsibility and will not hold, nor seek to hold the Member or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by Client, including in the event that any order is placed by the Client on the basis of the Facilities or any information (including any investment information, advice, research reports, or any other information) that may be made available on the Web-Site.

(B) The Client agrees that placing an order with the Member, either electronically or otherwise, does not guarantee execution of the order, regardless of the confirmation by the Member of the receipt of the order and/or its execution and the Member shall not be liable for any losses, damage or claims on account of the non-execution of any order placed.

(C) The Client hereby accepts all responsibility for knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares he/she/it intends to trade in or held in his/her/its account. The Client further accepts all responsibility for knowing the correct ISIN numbers of the shares in his/her/its account and the eligibility of the shares to meet share pay in obligations to the BSE/NSE/MCX whether received by way of purchases, rights, bonuses, stock splits, off market transfers or otherwise.

(D) Prior to placing an order in connection with the sale/purchase or transfer of any securities in which Client requires any form of regulatory or other permission, the Client must advise the Member of the status of the securities and furnish necessary documents including opinions of legal counsel prior to the execution of the order. The Client acknowledges and accepts that delays may occur in relation to the processing of such orders, despite the necessary documents being furnished in a timely manner. The Member may at its sole discretion refuse to execute any such order till it is satisfied of the legality of the transaction. The Client is responsible for all costs associated with compliance or failure to comply with all the regulatory requirements and hereby agrees to fully indemnify the Member from any costs, losses, claims or other liability arising on account of such orders.

2) Order Execution

(a) In the event that the order is placed during the trading hours of the BSE/NSE/MCX, it shall be routed to and executed on the market system.

(b) The Client acknowledges that whilst orders are normally routed through the market systems almost simultaneously with the placing of the order, the Client is aware that the Member has provided on the Web-Site a facility for reconfirmation of orders which are larger than those specified by the Member's risk management policy and is also aware that the Member has the discretion to reject the execution of such orders based on such risk management policy. The Member shall not be liable for any delay or cancellation of any order due to the exercise of the Member's discretion under such policy.

(c) The Client acknowledges and accepts that the Member has the sole discretion to reject or cancel any order that may be placed by the Client for any reason whatsoever, including for any breach of the Margin requirements and the Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation as the case may

(d) The Client acknowledges and accepts that the BSE/NSE/MCX may reject or cancel any trade suo moto without ascribing any reasons therefor and the Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation as the case may be.

The Client further acknowledges and accepts that it will receive the price at which the order was actually executed in the marketplace, which may be different from the price at which the security was traded when the order was entered into the Member's system.

(e) The Client hereby agrees that Member shall not be responsible or liable for the execution of any order that may have been placed by the Client or any unauthorized use of the Client's Trading Password by any person.

(f) The cancellations or a modification to orders placed is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the BSE/NSE/MCX. The cancellation or modification of an order shall be deemed not to have been executed unless a confirmation to such effect is received from the Member. The Client agrees that the Member shall not be liable for any losses,

damage or claims on account of the non-execution or delayed execution of an order of cancellation or modification. Unless otherwise specified by the Member, any order not executed at the end of the relevant BSE/NSE/MCX trading day shall stand cancelled. To remove any doubt, it is hereby clarified that an order placed prior to or during the trading day at the BSE/NSE, shall not remain valid for execution at any subsequent trading day at the BSE/NSE/MCX.

(g) The Client also accepts responsibility for knowing the trading and settlement cycles of the BSE/NSE/MCX and the settlements pay in/pay out dates for funds and securities and in the event any trades or transactions are reported late to the Member on account of any problems at the Exchange or for whatever reason, the Client in turn will be subject to late reporting of transactions

(h) Any errors reported to the Client for any reason whatsoever will stand subsequently corrected to reflect the transaction that was effected in the market and the Client agrees that the Member shall not be liable for any damage, loss or claim in account of such error or correction thereof.

For any additional information, please email to customercare1@arhamwealth.com. Please check with our Disclaimer, Privacy Policy & Risk Disclosure Document also.