

5paise Capital Limited

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CDSL DP ID: 12082500

Mutual Fund Service System facility and BSE StAR MF

Date: _____

Sir,

Sub: Mutual Fund Service System (MFSS) facility / BSE StAR MF (hereinafter jointly referred to “Mutual Fund Transaction Facilities”)

I/We _____ (name of the client / first holder) am/are registered as your client with Client Code No. _____ and have executed the Trading Member and Client Agreement for the purpose of trading in the Capital Market segment and F&O/ Derivatives segment of National Stock Exchange of India Ltd. (NSE) and Bombay Stock Exchange Limited (BSE) (hereinafter jointly referred to as “Exchanges”).

I/We am/are interested in availing the trading facility of the Exchanges for the purpose of transacting in the units of Mutual Funds Schemes permitted to be dealt with on the MFSS and BSE StAR MF of NSE and BSE respectively.

For the purpose of availing these facilities, I/we state that Know Your Client details as submitted by me/us for the stock broking may be considered for the purpose of Mutual fund transaction facilities and I/we further confirm that the details contained in same remain unchanged as on date.

I/We are willing to abide by the terms and conditions as mentioned in the NSE Circular dated 24/11/09, BSE Circular dated 02/12/2009 and further circulars as may be specified by the Exchanges from time to time in this regard.

I/We shall also ensure compliance with the requirements as may be specified from time to time by Securities and Exchange Board of India and Association of Mutual Funds of India (AMFI).

I/We shall read and understand the contents of the Scheme Information Document and Key Information Memorandum, addenda issued regarding each Mutual Fund Schemes with respect to which I/we choose to subscribe/redeem. I/We further agree to abide by the terms and conditions, rules and regulations of the Mutual Fund Schemes.

I/We therefore request you to register me/us as your client for participating in the Mutual fund transaction facilities (MFSS and BSE StAR MF).

Thanking you,

Yours faithfully,

(First Holder)

(Second Holder)

(Third Holder)

Demat Account No. _____

Terms and Conditions for availing Mutual Fund Service System (MFSS) facility and BSE StAR MF offered by NSE and BSE respectively

1. Definition:

In these terms and conditions, the terms shall have following meaning unless stated otherwise:

1. **“BSE”** shall mean Bombay Stock Exchange Limited
2. **“Exchanges”** shall mean NSE and BSE jointly
3. **“Investor/ Client”** shall mean client of the Participant who have requested for registration for Mutual Fund Trading facilities.
4. **“Participant”** shall mean 5paisa Capital Limited
5. **“Mutual Fund Transaction Facilities”** shall mean MFSS and BSE StAR MF jointly
6. **“NSE”** shall mean National Stock Exchange of India Ltd.

2. Pre-requisites:

Pre-requisites for becoming Investor / Client for the Mutual Fund Transaction facilities

- 2.1 The Client is desirous of investing in units of mutual fund schemes through Mutual Fund Transaction facilities.
- 2.2 The Client intends to execute his/her instruction for the subscription/redemption of units of Mutual Fund Schemes through the Participant of the Mutual Fund Transaction facilities.
- 2.3 The client has satisfied itself of the capacity of the Participant to deal in Mutual Fund units and wishes to execute its instruction through the Participant and the client shall from time to time continue to satisfy itself of such capability of the Participant before executing transacting through the Participant.
- 2.4 The Client has approached to the Participant with the application for availing the Mutual Fund Transaction facilities.
- 2.5 The client has submitted relevant KYC (Know Your Client) details to the Participants

3. Terms and Conditions:

- 3.1 The client shall be bound by circulars issued by Exchanges, Rules, Regulations and circulars issued there under by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 3.2 The client shall notify the Participant in writing if there is any change in the information in the ‘client registration form’ provided by the client to the Participant at the time registering as a client for participating in the Mutual fund transaction facilities or at any time thereafter.
- 3.3 The client shall submit to the Participant a completed application form in the manner prescribed format for the purpose of placing a subscription order with the Participant.
- 3.4 The client has read and understood the risks involved in investing in Mutual Fund Schemes.
- 3.5 The client shall be wholly responsible for all his investment decisions and instruction.

- 3.6 The client shall ensure continuous compliance with the requirements of the NSE, BSE, SEBI and AMFI.
- 3.7 The Client shall pay to the Participant fees and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Participant renders to the Client.
- 3.8 The client will furnish information to the Participant in writing , if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
- 3.9 In the event of non-performance of the obligation by the Participant, the client is not entitled to claim any compensation either from the Investor Protection Fund or from any fund of NSE or NSCCL or BSE.
- 3.10 In case of any dispute between the Participants and the investors arising out of the Mutual Fund Transaction facilities, NSE and / or NSCCL and BSE agrees to extend the necessary support for the speedy redressal of the disputes.

4. Additional Terms and conditions:

- 4.1 The client understands and agrees that 5paisa Capital Limited shall make available the Mutual Fund Transaction Facilities for the schemes of Mutual Funds which have entered into an agreement with 5paisa Capital Limited ("eligible schemes").
- 4.2 Mutual fund Transaction Facilities provided by 5paisa Capital Limited shall be available for the units of the eligible schemes which are in dematerialized form. The said facility shall not be provided for the units of the schemes which are not available in dematerialized form.
- 4.3 Fees: Participant reserves the right to charge such fees from time to time as it deems fit for providing the services to the Client and the Client agrees and undertakes to pay fees / brokerage and statutory levies /charges as may be levied by the Participant from time to time.
- 4.4 The Client agrees and understands that the Participant is only a facilitator for the client for applying in the Mutual Fund units. Allotment of units shall be at the sole discretion of the respective Asset Management Company ("AMC") and the Participant shall not be held liable or responsible for any act/ deed / non-action of the AMC.
- 4.5 The Client agrees and undertakes to provide funds to the Participant equivalent to the subscription amount and applicable brokerage/ fees / charges before applying for mutual fund units through the Participant. The client further agrees and authorizes the Participant to utilize the surplus funds in the client's Broking account held with the Participant in its capacity as a Stock Broker and transfer funds to the extent of subscription amount and / or applicable brokerage, fees and charges (in case of both subscription and redemption) to meet the debit in the client's Mutual fund transaction account.
- 4.6 The Client agrees and understands that in absence of sufficient funds in the client's account, the Participant may not execute the client's instruction for applying in any Mutual fund scheme.

- 4.7 The Client agrees and understands that the terms and conditions as mentioned in the Member – Client agreement and Annexure thereto, clauses pertaining to Internet Trading and DP – Client agreement entered into with the Participant in its capacity as Stock Broker and Depository Participant continues to remain applicable for transacting in Mutual Fund units.
- 4.8 The client agrees to receive all trade confirmations, statements including statement of account, etc in electronic form at the e-mail id provided by the client in the KYC form or as would be changed and intimated to the Participant from time to time.
- 4.9 The client agrees to indemnify and keep safe, harmless and indemnified the Participant and its officials from any damages, claims, demands, proceedings, loss, cost, charges and expenses whatsoever which a Participant may at anytime incur, sustain, suffer or be put to as a consequence of or arising out of interference with or misuse, improper or fraudulent use of the mutual fund transaction facilities by the Client.
- 4.10 The Client and the Participant agrees to refer any claims and / or disputes to the Arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 4.11 The Participant may amend the terms and conditions with a notice to the Client.
- 4.12 Instructions issued by Authorised representatives, if any of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 4.13 The Service as outlined above shall be governed by the laws of India and will be subject to the exclusive jurisdiction of the courts in Mumbai
- 4.14 The Client have read and understood the terms and conditions mentioned above and agree to abide by them and any amendments thereto made by the Participant from time to time.
- 4.15 The Client is aware that mere acceptance of the registration form does not imply in any way that the request has been accepted by the Participant for providing the mutual fund transaction facilities.

(First Holder)

(Second Holder)

(Third Holder)

Authorization Letter

To,

Spaisa Capital Limited,

Sun Infotech Park, 1st Floor, Plot No.B-23, Road No 16V,
MIDC, Thane Industrial Area, Wagle Estate,
Thane, Maharashtra - 400 604

Sub.: Mutual Fund Service System (MFSS) facility and BSE STAR MF (hereinafter jointly referred to as " Mutual Fund Transaction Facilities") offered by NSE and BSE

Dear Sir,

With reference to my application for registering as a client for Mutual Fund Transaction facilities offered by NSE and BSE, I / we hereby undertake to provide funds to the Participant equivalent to the subscription amount and applicable brokerage/ fees / charges before applying for mutual fund units through the Participant.

For this purpose, I / We hereby authorize Spaisa Capital Limited to utilize the surplus funds in my / our Broking account held with Spaisa Capital Limited in its capacity as a Stock Broker and transfer funds to the extent of subscription amount and / or applicable brokerage, fees, charges and other statutory levies (in case of both subscription and redemption) and / or any other obligation to meet the debit in my/ our Mutual fund transaction account.

In case of subscription request, I / We hereby understand and agree that based on my instruction, the amount will be debited in my Mutual fund transaction account and surplus funds shall be transferred from my Broking account to my mutual fund transaction account as per this authority letter. I / We further agree and understand that such funds will be used by the Participant for applying for mutual fund units after deducting the applicable brokerage, fees, charges and other statutory levies.

In case of a redemption request, I/ We agree and authorise Spaisa Capital Limited to debit my mutual fund transaction account to the extent of applicable brokerage, fees, charges and other statutory levies and further authorize to utilize the surplus funds in my / our Broking account held with Spaisa Capital Limited in its capacity as a Stock Broker and transfer funds to the extent of applicable brokerage, fees, charges and other statutory levies (in case of both subscription and redemption) and / or any other obligation to meet the debit in my/ our Mutual fund transaction account.

My / our exposure limits in my trading account shall be reduced to the extent of the amount utilized for transacting in the mutual fund units as per my instruction.

I / we agree and undertake to make good such shortfall immediately as may be informed by Spaisa Capital Limited from time to time.

Name of the Client: _____

Client Code (Login ID): _____

Signature of the Client

SCHEDULE OF CHARGES

Mutual Fund Services	Schedule of Charges
LOGIN ID - _____	
DP ID - 12082500_____	
Service Charges for Mutual Fund Transaction	
Depository Services Charges	As applicable to the DP account of the client

Notes:

1. Customers will get Digital confirmation notes on their email ID mentioned in the account opening form. physical print copy of digital confirmation note can be availed from the branches. Physical confirmation notes provided only on request, which would entail a nominal charge of Rs. 25/- for document handling. The same may be waived as per management's discretion.
 2. In case any charges are waived by the Exchange / Depository, 5paisa Capital Limited may pass the benefit to the clients as per its sole discretion.
 3. The above charges are exclusive of the service tax, securities transaction tax, regulatory charges & stamp duties.
 4. Charges/ Service standards are subject to revision at the sole discretion of 5paisa Capital Limited and as informed by communication sent by ordinary post/Email
 5. Value of transactions will be in accordance with NAV of the scheme as provided by respective AMCs
 6. Charges quoted above are for services listed. Any service not quoted above would be charged separately
 7. Customer is required to maintain a minimum balance of ₹ 1000/- in his /her Ledger account
- I/We have understood and accepted the schedule of charges as stated here in above.

First Holder _____

Second Holder _____

Third Holder _____