

## TERMS AND CONDITIONS GOVERNING CALL AND TRADE FACILITY.

The following are the specific terms and conditions relating to the **Call and Trade** facility (hereinafter referred to as "Call-n-trade") being offered to the Clients by **ACHIIEVERS Equities Ltd**. In case the same are not acceptable, please do not use this facility. The acceptance of the terms as mentioned below and the terms and contained in the Client Agreement are a prerequisite for availing of this facility.

## Definitions

"Call-n-trade" shall mean the facility provided by ACHIIEVERS Equities Ltd to the Clients, whereby the Client can place order(s) over the phone for transactions in securities, to be executed by ACHIIEVERS Equities Ltd, in those securities that are made available to the Client for trading by ACHIIEVERS Equities Ltd.

"DEALING DESK" shall mean the Executive authorised by Achiievers for the purpose to provide Call-n-trade facility.

"Website" shall refer to <u>www.achiieversequitiesltd.com</u> or to such other website as may be maintained by ACHIIEVERS Equities Ltd from time to time.

- 1. For the purpose of availing of Call-n-trade, the Client will be required to call on the specific numbers intimated or notified from time to time by ACHIIEVERS Equities Ltd for the said purpose by means of an email and/or by putting up such numbers on the Website or otherwise. Such numbers will be subject to changes at ACHIIEVERS Equities Ltd's sole discretion, which change shall be intimated/notified to the Client within reasonable time of such a change.
- 2. The Client hereby authorizes ACHIIEVERS Equities Ltd to use the user-id made available by him for the purpose of executing the orders placed by the Client over the phone and agrees to hold ACHIIEVERS Equities Ltd harmless for any such usage. All orders placed by ACHIIEVERS Equities Ltd on behalf of the Client using the Client's user id shall be deemed to have been placed by the Client himself.

- 3. The orders placed by the Client with the DEALING DESK for execution, shall be orders for execution on the National Stock Exchange or such other stock exchanges notified from time to time by ACHIEVERS Equities Ltd, for this purpose.
- 4. The Client shall place the orders during market hours with the DEALING DESK for execution on the same trading day. All orders placed by the Client after market hours shall be entered for execution by ACHIIEVERS Equities Ltd on the next trading day of the National Stock Exchange or such other stock exchanges notified from time to time by ACHIIEVERS Equities Ltd, for this purpose.
- 5. The Client understands, agrees and authorizes ACHIIEVERS Equities Ltd at its discretion and without further prior notice to the Client, to monitor and record any or all telephone conversations between the Client on one hand and the DEALING DESK on the other so as to ensure the maintenance of an audit trail of the transactions placed through this facility
- 6. This will be required for the purposes of validating the Client's personal identification details and ascertaining the genuineness of the caller, he will need to provide accurate answers to the questions asked by the DEALING DESK, including the Clients user id, for ascertaining the genuineness of the caller. ACHIIEVERS Equities Ltd shall place the order for the Client only after the Client's credentials have been verified by the DEALING DESK in the above manner.
- 7. The Client must note that for security reasons, the Client himself will be required to call and place the required orders over the phone in accordance with the terms hereof.
- 8. Neither ACHIIEVERS Equities Ltd nor the DEALING DESK shall accept any liability that may arise as a consequence of the incomplete /incorrect data or information provided to the DEALING DESK over the phone and/or any error in the execution of an order due to such incomplete/incorrect data. Further neither ACHIIEVERS Equities Ltd nor the DEALING DESK shall be liable for any loss that may be incurred by the Client due to a third party placing orders through Call-n-trade after getting hold of the Client's personal identification details.
- 9. The Client will be required to pay an amount of Rs 20/- (Rupees twenty only) excluding service tax, per executed order, being the service charges, for this facility. ACHIIEVERS Equities Ltd shall recover this amount from the client towards Call-n-trade by means of a direct debit to the Client's ledger maintained by for online share trading. The Client agrees to permit ACHIIEVERS Equities Ltd to debit the Client's

ledger for the payment of the abovementioned charges on his behalf. The said charges would be payable irrespective of whether an order is placed over the phone or the order placed, if any, was executed. All positions squared off from Admin terminal will attract a Call n Trade charge of Rs.20 excluding service tax per executed order. So please square off the pending positions on your own before 3:15 p.m to avoid these charges. ACHIIEVERS Equities Ltd shall, recover the money on a daily basis for the Call-n-trade facility from the Client.

- 10. The abovementioned service charges for the Call-n-trade facility are exclusive of the applicable brokerage charges payable to ACHIIEVERS Equities Ltd for the executed orders of the Client that have been placed by the Client over the phone using Call-n-trade.
- 11. This special service is only for those clients who have opted for Mega Value Plan (MVP) or Rs. 15 per trade facility or Rs. 50 per day.
- 12. Once the orders are placed by the Client over phone and are sent by ACHIIEVERS Equities Ltd to the Exchange for execution, the Client may check the status of such orders, in the same manner as in the case of online share transactions placed by the Client through the Website.
- 13. The Client hereby agrees to hold ACHIIEVERS Equities Ltd and the DEALING DESK harmless against all actions, claims and liabilities that may be incurred by them due to any action initiated or threatened that may be initiated against them due to the performance of any of their obligations herein and agrees that ACHIIEVERS Equities Ltd and the DEALING DESK shall not be liable for any loss suffered by the Client on account of non execution of the order placed over the phone due to any reason whatsoever.

## Thank You