



Further the client agrees not to take any fresh positions in securities/contracts in F&O under ban period as and when put by the exchanges. The client shall bear the penalty, if any, charged by the exchange on such tradings.

❖ **IMPOSITION OF PENALTY/DELAYED PAYMENT CHARGES BY PROGRESSIVE :-**

Progressive will apply delayed payment charges (DPC) at the rate of 15 % p.a. on a daily basis from the settlement date on all outstanding obligations. The client understands that such DPC is deterrent in nature & as such Progressive can not be assumed to be financing/funding the client's settlement obligations.

Progressive reserves its right to change the DPC rate at its sole discretion without assigning any reason therefore. Any change in DPC shall be communicated to the Client/s at least 10 (ten) days in advance.

The client agrees that the stock broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the stock broker 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, the same shall be borne by the client.

❖ **RIGHT TO SELL CLIENTS' SECURITIES OR CLOSE CLIENTS' POSITIONS :-**

The Progressive will have the right to close out all open positions or sell client's securities, without any notice to clients, as and when the client defaults in his settlement/sale delivery/margin/MTM obligations in any segment of the exchanges. The close out/selling will be only to the combined extent of shortages in Margins/MTM or settlement obligations on all segments of exchanges.

❖ **INTERNAL SHORTAGES :-**

In case of an internal shortage in any scrip in the same settlement where both buyer & seller are clients of Progressive and seller does not deliver shares for his payin obligation:-

The short delivering client is provisionally debited by an amount equivalent to 120% of closing rate of day prior to payin / payout day.

The securities delivered short are purchased from the market on T+3 day which is the Auction day on Exchange, and the purchase consideration along with auction penalty is debited to the short delivering seller client along with the reversal entry of provisional amount debited earlier.

If securities can not be purchased from market due to any force majeure condition, then all shortages not bought-in are deemed to be closed out and short delivering seller client is debited for Exchange NSE and BSE as under:

Exchange NSE: at the higher of (i) the highest price between the first day of the trading day till the day of or auction (ii) closing price on the auction day plus 20%

Exchange BSE : at the higher of (i) highest price recorded in the scrip from the trading day on which the transaction took place upto a day prior to the day of the auction i.e., pay-in day, or , (ii) 20% above the closing price on the day prior to the day of auction i.e., pay-in day

## ❖ **RESTRICTIONS OR REGULATIONS ON DEALINGS OF CLIENTS :-**

Progressive shall decide, from time to time, the volume of business which the client shall be allowed to transact. However, Progressive shall have absolute discretion of reducing/restricting or zeroing the volumes of the client without any prior intimation/notice to the client interalia, in particular F&O segment having regards to:

1. Failure by the client to maintain the applicable collaterals/margins with the member as per the Stock Exchanges Byelaws, Rules and Regulations and Circulars and Guidelines of SEBI.
2. The client may not be allowed to take fresh positions if any client's intraday mark to market loss crosses 70% of the base margin. Client may be asked to close all the position if the intraday mark to market loss crossed 80% of the base margin.
3. Delays by the client in meeting its obligations/dues relating to the business/dealings done by the client under this Member Client Agreement (mandatory and voluntary clauses).
4. Observing/discovery any abnormal behaviour/action/deed/trading pattern of the client's dealing with the member for eg. Cheque bouncing, non fulfillment of sale obligation, any regulatory action taken by any of the regulatory, ban of the client by SEBI etc.
5. Any restrictions in relation to volume of trading/outstanding business or margins stipulated by Stock Exchanges.
6. Volatility in the market/market segments of respective stock exchanges
7. In view of impending price sensitive announcements by the Exchanges/Listed Companies.
8. Political/financial instability in the country or otherwise.
9. Presence of any other price sensitive factors in the economy
10. In shares of a company where the merchant banking/investment banking department is doing some due diligence or managing an assignment for the company.
11. In scrips which are relisted and where the circuit filters are not applicable on the day of relisting.
12. Orders for buying/selling 1 (one) share will be not allowed except for high value scrips after considering the client's history and trading pattern.

## ❖ **TEMPORARILY SUSPENDING OR CLOSING A CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST :-**

On request of client in writing, client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place.

On request of client in writing, client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement.

❖ **DE-REGISTERING A CLIENT :-**

Progressive will de-register a client without any prior intimation/notice, in addition to the termination clause of the client member agreement, with regards to:

- a. The Client has found to be of unsound mind by a court of competent jurisdiction and the findings is in force.
- b. The Client becomes un-discharged insolvent.
- c. The Client applies to be adjudicated as an insolvent.
- d. The Client has been convicted by a Court of any offence involving moral turpitude.
- e. The client being declared a defaulter by any of the regulatory bodies of the country or under any law being in force.
- f. In the event of Progressive becoming aware of any proceedings being initiated against the client by any of the regulatory bodies of the country or under any law being in force or the client being involved in any criminal proceedings or any illegal business or the member becoming aware of the client's past offences which are illegal or prohibited by the regulatory bodies of the country or under any law being in force.
- g. The death of the client.
- h. The depository account with member is closed and no alternative depository account details are provided.
- i. The client makes a voluntary written request to de -register itself/himself.
- j. In the event of client defaulting in meeting its obligations.
- k. On the specific written directions of any statutory/legal authority/Regulatory Authority.