



RMS POLICY
TRDEZ INVESTMENT PRIVATE LIMITED
Version- 1.0

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Organization:	TRDEZ INVESTMENT PRIVATE LIMITED
Version No:	1.0
Date:	06/10/2023

Document Control

Document Title **RMS Policy**

Version History

Version No.	Version Date	Author	Summary of Changes	Approval By	Title	Date of Approval
1.0	06/10/2023	Ms. Vanshika Ghag Governance Risk and Compliance Analyst	NA	Mr. Chetan Dhar Compliance Officer	RMS Policy	06/10/2023

Distribution

Name	Title	Date of Issue	Version No
NA	NA		NA

RMS Policy

Background

Trdez Investment Private Limited (herein after referred as “TRDEZ”) is a member of the National Stock Exchange of India Limited, BSE Limited and Multi Commodity Exchange of India Limited in the Equity, Equity Derivatives segment, Currency Derivatives segment and Commodity Derivatives segment respectively, having its registered office at FLAT NO. 1003, BLDG-M, SARANG, NANDED, Pune-411041 India, Maharashtra.

For the purpose of these Policies & Procedures, wherever the context so mentions "Client", "You" or "Your", it shall mean any natural or legal person who has agreed to open an account or initiate the process of opening an account with Trdez by providing their information while registering on the platform as a user. Trdez allows any person to surf the website without registering on the website. The term "We", "Us", "Our" and "Team Trdez" shall mean Trdez Investment Private Limited. Please note that the ‘Policies and Procedures’ should be read with and as a part of our Terms and Conditions available here. These terms and conditions are in addition to and should be read with the main T&C of the www.trdez.com website, and the user and account opening agreement between You and Trdez. These terms are subject to change, and updating this policy by Trdez is the consent notice for users. If you continue to use any of Trdez’s platforms, it shall be deemed as acceptance of the changes.

Terms:

1. Demat Account

- On opening an account with Trdez, a demat account and a trading account in your name shall be opened and operational with Trdez. Trdez opens demat accounts under Trdez’s own depository participant registration.
- Transfer of shares from a third-party demat account into Trdez’s pool account and subsequent selling of such stocks are not allowed.
- Trdez will maintain all client’s securities in a designated account called the Client Securities Margin Pledge Account and/or Client Unpaid Securities Margin Pledge Account. The securities of “Trdez” will be kept in a separate demat account termed as Trdez Beneficiary Account. The clients’ and Trdez’s own securities will not be mixed with each other.

2. Trading

Client trades shall be carried out under the respective unique client code only. The Client shall be the only person/entity with access to its trading and demat account. Any sharing of user credentials is not permitted. The Client shall be solely liable for any losses arising from misuse

of its user credentials, and Trdez shall not be liable for any error or misuse of the client while placing a trade.

3. Trdez Charges

- Refer to this page for our updated charge list.
- The Client agrees to pay Trdez all brokerages, Exchange transaction charges, SEBI Fee, Clearing Charges, commissions, fees, GST, and other taxes or levies, by whatever name so called, as informed to the Client by Trdez from time to time in writing. Trdez shall be entitled to deduct such fees or levies from the Client's account or trading ledger, in lieu of the services received by the Client from Trdez.

4. Penalties

Charges applicable for negative/debit balance are as follows.

- Delayed payment charges
- Trdez posts the settlement obligation towards transactions in the client ledger on the settlement date. All clients are advised to make the payment before the pay-in time on the settlement day, though there are instances wherein client may delay the payment beyond the settlement date.

However, a broker must meet the settlement obligation in time as per applicable law. Therefore, to ensure timely receipt of funds from clients towards their payment obligation, charges for delayed payment are levied in the client's account. Charges for delayed payment are levied to discourage delayed payment from clients who do not deposit the required sum of money before the pay-in time on the pay-in day.

Charges for delayed payment are levied on the respective ledger debit of the clients at a rate of 21% per annum of the debit balance in the account. For the purpose of arriving at the debit balance, the debit balance in the client ledger is consolidated across all segments of the respective exchange including Demat Account related charges after giving effect to the release of margin.

- Charges on FO position
- In the equity derivative segment and currency derivative segment, we accept approved securities from clients for margin. Exchanges stipulate that for overnight F&O positions, 50% of the margin needs to compulsorily come in cash and the remaining 50% can be in terms of collateral margin.

If you don't have enough cash, your account will be in debit balance and penalties and/or delayed payment charges are applicable as mentioned in these terms.

Liquid funds such as LiquidBees are considered as cash equivalents by the exchange, so the above 50% rule wouldn't apply to liquid funds. Margin received from margin pledging LiquidBees will be equivalent to cash in your trading account.

- Securities from the client(s), shall be accepted by Trdez in demat form through margin pledge only which can be repledge by Trdez with the exchanges, clearing corporations or clearing member, as the case may. The client will not have objection in repledge of the securities.

5. Funds

Pay-In and Pay-Outs on Trdez's Platforms are as follows:

Pay-In:

- Clients can transfer funds into the Trading Account only from such bank account(s) that are registered with Trdez on the Platform. Any transfer from a non-registered bank account will not be considered and the client does not get any trading credit for such transfers. Clients shall be solely liable for any losses due to transferring funds from a non-registered bank account.
- The client can transfer funds using UPI, from the instant payment gateway facility available on the trading platform, and through IMPS, RTGS and NEFT.
- Payments using UPI are free. Payments through instant payment gateway will be charged at ₹9 + GST per transfer. Payments through NEFT/RTGS/IMPS are free at Trdez's end, and may be chargeable by Your bank.
- Payments cannot be made via cash or DD.

Pay-out:

- All payout requests will have to be placed on the Trdez web or app platform, or on Back office login. All payout requests will be processed electronically and the credit will be to the client's primary bank account within 24 hours of processing the payout request.
- Withdrawal requests for Equity/ F&O/Currency will be processed at 05.30 PM on working days and on the next day if the request is placed on Saturday or Sundays and/or public holidays (i.e. cut-off times). If you place a withdrawal request before 05:30 PM as the case may be for weekdays, the money will be credited to your account within 24 hours of the cut-off times. If you place a withdrawal request after 05.30 PM as the case may be for weekdays, it will be processed on the next working day and you will receive the funds within 24 hours of the cut-off time.
- The payout window for Commodities is 8:00 AM on weekdays requests placed before 8:00 AM as applicable will be processed within 24 hours of the cut-off times. Requests placed after 8:00 AM as applicable will be honored within 24 hours of the cut-off time.
- Funds added to your trading account on the day cannot be withdrawn on the same day.

6. Commodities

General

- Physical delivery of commodities is not allowed by Trdez.
- Commodities with staggered delivery will be closed 5 days prior to the delivery date in order to avoid physical delivery. Further, commodities with compulsory delivery will be closed a day before their respective delivery intention periods.

On the start of the delivery intention period, clients will not be informed before closing any open positions to avoid compulsory delivery. Clients are advised to close their positions well in advance.

For Commodities, once the delivery intention period begins, no contract will be available under MIS or CO product type.

MIS trading is not available on currency options.

Trading in MCX contracts will be banned a day prior to the delivery intention period.

7. Risks

The risks pertaining to commodity options that devolve into futures on expiry are as below:

All open options contract will be devolved into futures on the expiry date of the options contract.

The strike price of the devolved options contract is the buy average for take delivery or the sell average for give delivery of the futures contract.

The exchange blocks a margin equivalent to 25% of the margin required to hold the devolved future contract 2 days before expiry, 50% of the margin, 1 day before expiry, and 100% of the futures' margin for devolvement.

Failure to produce the margin in the trading account can lead to a square-off of open positions at the discretion of Trdez.

The margin block will be applicable for contracts part of the exchange's sensitivity report.

Trdez may also consider imposing additional margin requirements apart from the ones described above from time to time.

8. Orders and Instruments

- Basket orders will not be allowed on penny stocks.
- Because of the illiquidity of stock options contracts, market orders have been disabled on stock options. Only limit and stop loss orders are allowed. Place a limit buying order higher than the current price or selling order below the current price, this will act as good as market order but will also protect from any impact cost due to illiquidity.
- Due to exchange imposed member level open interest restrictions, not all strike prices for option contracts may be available for trading in overnight NRML trades. Know more.
- Instruments available for trading at Trdez are subject to the discretion of Trdez's risk management team, and these may change from time to time for various reasons.

9. Square-Off Timings

- Intraday products square-off timings:

Item	Equity/Cash	Equity derivatives	Currency futures	Commodity
Intraday Margin Time	3:20 PM onwards	3:20 PM onwards	4:45 PM onwards	25 minutes before Close

- Note that intraday square off timings can change based on the discretion of Trdez without intimation to the client.
- The Client is solely responsible for squaring off all open positions within these times.
- If any intraday position or an MIS trade is not squared off on the same day due to any reason, including link or system failure or any risks associated with internet/wireless-based trading which may occur at the end of the Client, Trdez or the respective Exchange, it shall be treated as a Cash and Carry ("CNC") or NRML position and carried forward to the next trading day. In case such a situation arises, the onus of squaring off the position will be on the Client.
- Our RMS desk shall square off any such position, without the requirement of a margin call, if the necessary cash is not available in the Client's account, at the discretion of Trdez. There may be no calls or intimation from Trdez. A charge of ₹50 + GST will be applicable for all positions squared off by our RMS desk, including auto square off.
- All BO, CO and MIS positions will automatically be squared off at the end of the each trading day.

10. Margins

- Comprehensive real-time margins at Trdez can be viewed here.
- The margin policy for the various products is mentioned below:
 - a. NSE/BSE Equity: Trdez, by policy, the client shall keep the margin prescribed by the respective exchanges/clearing corporations with Trdez. The client should have enough money in his trading account to take delivery of shares, failing which Trdez can cut the position.

Credit for Sale(CFS)- the client sold the shares and early pay-in has been done, in that case Trdez may allow upto 80% of credit for sale to the client which can be considered for margin towards another shares/securities margin obligation.

- b. NSE/BSE Futures and Options: Margin can be provided to Clients only by Clients pledging securities. The leverage provided here is subject to market conditions and changes in its proportion are dynamic. Further, option premium received from writing options will not be considered as cash/capital.
 - c. MCX Commodities: Intraday/MIS trading is allowed in all non-agri products except the Brent Crude and Silver 1000. The leverage provided is subject to market conditions and changes in its proportion are dynamic. Trdez blocks only SPAN margin for overnight positions on commodities.
 - d. The exchange has offered a provision for brokers to collect an Additional Margin of 5%, which Trdez has chosen not to collect at its own discretion and passed on the benefit to its clients.
- Please note that Trdez does not engage in the business of Client Funding. Clients are required to have sufficient balance in their accounts to hold/carry forward positions.
 - The Client shall also be furnished with a copy of the daily margin status for the days that the Client has traded, and is also available on back office login.
 - Collateral margin:
 - a. Collateral margin can be seen under 'Funds' - 'Collateral' on Web/mobile, and back office login.
 - b. For all pledge requests placed and authorised before 7:00 PM, the collateral margin will be available to trade on T+1 day (the next working day). All requests placed after 7:00 PM will be processed only on the next working day.
 - c. Margins will be provided after the applicable haircut. You can click here for the applicable haircut on various stocks. For example, a haircut of 10% would mean that if you pledged stocks worth Rs 1 lakh, Rs 90,000 (90% of 1 lakh) will be added as collateral margin to your trading account.
 - d. You will be able to use this entire margin after haircut for taking intraday or overnight positions in futures, and for writing options of equities, indices, and currencies. You will not be able to use this margin to buy options or take further positions in the equity segment.

- e. All delayed payment (interest) charges accumulated will be debited once a month on the ledger. The client shall verify the delayed payment charges levied in their ledger promptly and bring to the notice of Trdez.
 - f. All pledged stocks are marked as pledged in the client's demat account until they are unpledged. The process of pledging will cost ₹30 + GST per instrument irrespective of the quantity, and there is no charge for unpledging shares. This charge will be debited from your ledger the day the pledge request is processed.
 - g. You will continue to get the benefits of all corporate actions like dividends, splits, bonuses, etc. on the stocks you have pledged.
 - h. Pledging is available only for those clients who have opened a demat account through Trdez with PoA or DDPI duly mapped to Trdez, or authorise the pledge request on CDSL through OTP.
 - i. Trdez reserves the right to liquidate any stock in case a debit arises and remains unpaid by the client.
- The client shall pay the full amount of the shares purchased including the charges levied thereon. In case of unpaid or partly paid securities, the payout of securities will be transferred to the client's demat and it will be lien marked in favour of Trdez Client Unpaid Margin Pledgee Account and it can be kept maximum T+1+5 (T=Trading Day) on discretion of Trdez and non payment or partly payment of funds, Trdez can sell the securities without any intimation to the client and the securities will be marked for pay-in on release of pledge, automatically. It is the duty of the client to make full payment on execution of trade. On receipt of full amount of debit balance from the client, Trdez can unpledge the securities of the client lying in their said Client Unpaid Client Securities Margin Pledgee Account. The securities lying in pledge form in Client Unpaid Securities Margin Pledgee account will not be considered towards the margin obligation of the client.

11. Internal Settlement Close Out Policy

In case of one client of Trdez purchasing a share and another client of Trdez selling the shares, then it will be subject to internal settlement. Trdez will follow the exchange norms for internal settlement and report on the exchange platform for settlement. In case of a shortage of shares in the client's account on the sale of securities, it will be subject to auction or close out as per exchange norms and accordingly, charges and/or penalties will be levied on the client. The client can refer to the auction or close out related rules of the exchange available on the exchange website.

12. Closing Your Account

- A Client account can be closed upon a specific request from the client. The request can be raised by submitting an account closure form physically or electronically.
- The closure shall be effective after a period of seven working days from the date of application/intimation or the date of settlement of accounts, whichever is later.
- Settlement of an account shall mean that there is no outstanding balance of shares or funds in the books of the client with Trdez, and the same is confirmed by Trdez. The date of confirmation shall be the effective date of settlement.

- When there is no trading activity for 12 consecutive months in an account, exchanges consider the account inactive. We do not close such dormant accounts. Instead, the Client is required to re-verify KYC details as part of Trdez's additional due diligence measures. Post re-verification, the account can be used by the Client.

13. Internet-Based Trading

- Trdez is permitted to offer trading via online platforms, and adheres to SEBI's regulations for internet based trading (IBT).
- Trdez will share your user ID with you, and you will be able to set your own password. You are solely responsible to keep your Username and Password safe. You are solely responsible for any actions taken using your account, even if someone else does so without Your permission.
- You understand and agree that using the internet for any purpose, including trading on Trdez, is not 100% fool-proof and has risks. Trading online can have technology related interruptions and issues. Trdez and the exchange do not represent or warrant that their services will always be available without interruption.
- Trdez shall not be liable for any actions taken through your account, whether authorised or not, and for any losses or damages (real or notional) arising out of the suspension, interruption, non-availability or malfunctioning of Trdez's IBT system, the Exchange's service or systems or non-execution of his orders due to any link / system failure at the Client/Trdez/Exchange end for any reason beyond the control of Trdez/Exchange.

14. Risk Disclosure

- You understand that trading in equity, derivatives contracts or other instruments traded on the Exchange have a varying element of risk and may not be appropriate for someone of limited resources/limited investment and/or trading experience and low risk tolerance.
- You acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Exchanges.
- In case you trade on the Exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Trdez/ the stock exchanges and/or SEBI shall not be responsible, in any manner whatsoever, for the same.
- The following are illustrative basic risks of trading:
 - a. Higher volatility: Higher volatility means prices of securities can change a lot. When you trade, your order might not be fully executed, or the price at which your order is executed could be very different from what you expect, leading to losses.
 - b. Lower liquidity: Some securities might not have many buyers or sellers, making it harder to trade them quickly or at a price you expect. This could lead to partial execution of your order, a bigger difference in price, or no execution at all.

- c. Wider spreads: The spread is the difference between buying and selling prices. Less liquid securities can have wider spreads, which means you might pay more when buying or receive less when selling.
- d. Risk-reducing orders: Stop loss or limit orders may not be effective, as rapid movement in market conditions may make it impossible to execute such orders.
- e. System risk: Trading can be very busy at opening, closing, or any time during the day. This could lead to delays in executing or confirming orders. Trading may also stop temporarily if there are unusual events or technical issues. Trading uses technology, and there could be problems such as communication failures, slow responses, or system glitches. This might delay or prevent your orders from being processed.

The backup systems/processes planned for handling the subject is known as the 'Call and Trade' desk. All successfully registered Clients would be provided with 'Call and Trade' numbers. Clients are to call us on such numbers and authenticate their account information, after which the dealer can place trades on behalf of the Client.

All Clients facing any issue on Trdez's online portals, due to internet or connectivity failure or any such other difficulty can call on the nationally accessible number to avail of the 'Call and Trade' service. After successful authentication, i.e. manual authentication after providing personal identification details to the 'Call and Trade' dealer, the Clients can access their account as required.

Additional charges of ₹50 + 18% GST per executed order shall be applicable as follows: A) for orders placed through our support/dealing desk, and B) intraday positions squared off before market closing by our RMS team.

Note: Trading using our Call & Trade desk involves many uncertain factors which include complex hardware, software, systems, and communication lines. These are susceptible to interruptions and Trdez does not warrant continuous and uninterrupted access.

15. Role of Compliance Team & Internal Audit

- The compliance team will play an important role in ensuring compliance of the above policies and procedures. The account opening team will exercise adequate due diligence while onboarding clients. There will be periodic checking by the Principal Officer and the same report will be properly filed by Trdez.
- Here is a system of concurrent audit, which will also include ensuring compliance of the
 - a. Due diligence in KYC norms.
 - b. Generation of exception reports
 - c. Trading in dormant client codes
 - d. Level of awareness of staff

16. Risk Management

- Trdez follows a risk based approach for mitigation and management of any identified risk. Trdez monitors its policies and may enhance policies if necessary.
- Client due diligence is undertaken on a risk sensitive basis.

17. Transaction Monitoring

- Trdez has undertaken measures to understand the normal and standard activities of each client, to be able to understand deviation in transaction and activities.
- Trdez shall specifically note complex and unusually large transactions / patterns which appear to have no economic purpose.
- Trdez shall ensure retention of records as required under the PMLA and all other applicable laws.

18. Illiquid Securities

The Exchange specifies a list of Illiquid Securities wherein higher due diligence is to be exercised by brokers. The list is displayed on the Trdez website for the client's information. The trade pattern in such scrips by our clients is monitored. We may seek clarifications or justifications from the client in case of a high volume of trades in any scrip compared to the exchange volumes.

For TRDEZ Investment Private Limited

Authorised Signatory