EKLINGJI BROKING LLP

(LLPIN: ACA-2231)

Registered Office: A-1107, Unicus Shyamal, Opp Iconic Shyamal, Shyamal Cross Road, Vejalpur, Manekbag, Ahmedabad, Gujarat, India, 380015
Email: compliance@eklingjibroking.com

Risk Management Policy

Eklingji Broking LLP having a stringent risk management system and high compliance standards to ensure clients' investment safety and security with maximum transparency.

We have built efficient risk control parameters for exposure, mark to market, and turnover limitsto attain the objective of handling Trade as well as Non-trade Risks. This has enabled us to become one of the most trusted financial services providers in India.

Risk Management is an integral part of any organization. An organization in stock broking services needs to manage risks like Credit Risk, Market Risk, Default Risk, and Liquidity Risk. In the Securities Market, clients have to be alerted with respect to their obligations, open positions, market conditions, margin requirements, regulatory requirements, and steps are initiated by the brokers in case of changing market conditions. With a view to enhancing customer knowledge and safeguarding investor interests, EKLINGJI BROKING LLP has devised a comprehensive Risk Management & Surveillance (RMS) Policy to make sure that clients are aware of criteria based on which EKLINGJI BROKING LLP monitors risk and initiates actions to safeguard the interest. The parameters of the RMS Policy are mentioned below:

1. **Setting up Clients' exposure Limit:**

At Eklingji Broking LLP we will be using the following clients' exposure limit formula as standard procedure compliant with market regulators.

Clients' available margin constitutes of the following = Customers' Ledger Account Balance(+)

Add	Margin Pledged Securities Value – After approve haircut.
(-) Less	Unclear value of cheques
(-) Less	Open Payin Securities Value (Securities yet to pay into the exchange)
(-) Less	Previous day's MTM profit in Cash Segments

(Here, Securities Values will be considered after deducting appropriate haircut of Exchanges or EKLINGJI BROKING LLP)

Trading Limits will be allowed on the basis of available margin as specified by exchange for all segments at combined level i.e. Equity + Equity Derivatives + Currency Derivatives + Commodity Derivatives. Margin will be collected as per the requirement of the Exchanges. i.e. Total Margin comprises of VAR Margin (Value at Risk) + Extreme Loss Margin (ELM) + SPAN (initial)

Margin + Additional Margin + Tender Period / Delivery Margin + Special Margin (if any made applicable by the Exchanges from time to time). EKLINGJI BROKING LLP at its sole discretion may collect additional margins on the basis of risk perception or any other factor considered relevant.

As per exchange guidelines, only approved lists of securities for margin will be accepted as the net value of securities after applying the prescribed haircut (Only way of Pledge, Re-pledge mechanism). The haircut will be considered based on exchange haircut or EKLINGJI BROKING LLP haircut (20%) whichever is higher. EKLINGJI BROKING LLP at its sole discretion may revise the percentage of haircut as deemed fit from time to time.

Scrip wise Exposure Limits:

Cash Segment:

To keep in mind the surveillance measures and also to stop unusual activities in illiquid stocks, scrip wise limits will be set on the basis of the following parameters at the EKLINGJI BROKING LLP

Scrip Group	Available Limit
Illiquid Scrip	Limit is restricted to 12.50 % of the Exchange Volume on T-1 day
Graded Surveillance Measure (GSM Group Scrip)	Zero Buying / Selling Limit subject to risk team approval
Additional Surveillance Measure (ASM GroupScrip)	Buying / Selling allowed with additional margins as per exchange norms.
All other Securities	Limit applicable as per the available margin.

- The scrip on which unsolicited news circulations are taking place (SMS Scripts) may bebanned for transactions.

F & O Segment:

Far month future, stock, and options contracts, for selling In-the-money (ITM) options, the available exposure limit will be 100% of its intrinsic value.

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Collection of Margin in Equity and all Derivatives Segments from clients

As per SEBI directives, the collection of upfront VAR and ELM margins from clients is required mandatorily for the cash segment also. The clients must ensure that the VAR margins and ELMs are paid in advance of trades failing which the exposure may not be approved or assigned.

As per revised framework of upfront collection of margin, members are also required to ensure peak margins in addition to the above mentioned margin requirements. Peak margin is the maximum of clients' intraday upfront margin requirements across various snapshots provided by exchanges.

'a' (Short-collection/non-collection of margins per client per segmentper day)	Per day Penalty as %ageof 'a'
(< Rs 1 lakh) And (< 10% of applicablemargin)	0.5
(≥ Rs 1 lakh) Or (≥ 10% of applicable margin)	1.0

Clients, at any point of time, are required to maintain adequate margins as prescribed by the exchanges. In case of short collection or non-collection of margins, the client will be levied the following penalty:

If short / non-collection of margins for a client continue for more than 3 consecutive days, then penalty of 5% of the shortfall amount shall be levied for each day of continued shortfall beyond the 3rd day of shortfall.

If short/non-collection of margins for a client takes place for more than 5 days in a month, then penalty of 5% of the shortfall amount shall be levied for each day, during the month, beyond the 5th day of shortfall.

2. Handling of Client's Securities:

Customers **having no outstanding debit** ledger balance/margin obligations / other dues, on the payout date, EKLINGJI BROKING LLP may transfer the securities purchased by its customers to their Demat account irrespective of whether POA/DDPI/DDPI is there or Customers **having outstanding debit** ledger balance/margin obligations / other dues, EKLINGJI BROKING LLP as per SEBI directives Circular SEBI/HO/MIRSD/MIRSD-PoD-1/CIR/2022/153 date of November

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11, 2022 for **"Handling of Clients' Securities by Trading Members (TM) / Clearing Members (CM)** " transferred to the respective customer's demat account followed by the creation of an auto-pledge (i.e., without any specific instruction from the client) with the reason "unpaid", in favour of a separateaccount titled – "client unpaid securities pledgee account.

If the client fulfils its funds' obligation within five trading days after the pay-out, we shall release the pledge to make the securities available to the client as a free balance.

If the fund received after the cut of time of 5.00 PM the securities will be released on next day.

EKLINGJI BROKING LLP shall dispose off such unpaid securities in the market within T+1+2 trading days after thepay-out. Before disposing of the securities, we shall give an intimation (email / SMS) to the client, one trading day before such sale.

EKLINGJI BROKING LLP shall invoke / release the pledge only against the delivery obligation of the client. On invocation, the securities shall be blocked for early pay-in in the client's demat account with a trail being maintained in the TM/CM's client unpaid securities pledgee account

The unpaid securities shall be sold in the market with the Unique Client Code (UCC) of the respective client. Profit/loss on the sale transaction of the unpaid securities, if any, shall be transferred to/adjusted from the respective client account

Once such securities are blocked for early pay-in in client's demat account, the depositories shall verify the block details against the client level obligation in accordance with the SEBI Circular No. SEBI/HO/MIRSD/DOP/P/CIR/2021/595 dated July 16, 2021 and SEBI/HO/MIRSD/DoP/P/CIR/2022/109 dated August 18, 2022.

In case, such pledge is neither invoked nor released within seven trading days after the pay-out, the pledge on securities shall be auto released and the securities shall be available to the client as free balance without encumbrance.

Such unpaid securities pledged in the client's account shall be considered for the margin obligations of the client after adjusting the debit balance in the ledger.

3. Right to sell clients' securities or close clients' positions on account of non-payment of dues:

It is the clients' obligation to settle the dues on T+1 days (T indicates Trading day). In case the client falls short of providing clear funds on or before 2nd trading day of pay-in/pay-out day or

due date in case for derivatives segments, EKLINGJI BROKING LLP has the right to sell the clients securitieswhich are under CUSPA and/or Margin Pledge mechanism and the right to close the open positions of the clients in derivatives segments to the extent of shortfall amount and/or settlement dues and other dues.

EKLINGJI BROKING LLP at its sole discretion may hold the debits beyond T+1+2 days and liquidate the customer securities from CUSPA and/or Margin Pledged securities on the basis of the net risk position of the client. EKLINGJI BROKING LLP may liquidate the client positions in case of a shortfall in margin obligationby giving a Margin call to the client.

EKLINGJI BROKING LLP at its sole discretion may not liquidate the securities and/or allow exposure, where there are no dues outstanding against the settlement obligations of its clients. Such debits may arise because of charges against brokerages, value-added services, delayed payment charges, and any other charges as applicable.

EKLINGJI BROKING LLP may liquidate securities by prioritizing 1) FIFO (First in First Out) securities from theCUSPA account. 2) Low VAR and the highest value margin pledged securities. For more thanone security having the same VAR margin, the script with the highest closing price on T-1 daymay be selected first for liquidation. However, in case, the securities are not sold due to any legitimate reasons like low liquidity or lower circuit, or any other reason, then EKLINGJI BROKING LLP may liquidate other securities to clear the outstanding debits. 3% additional amount of the stock or Rs. 1000 whichever is higher is marked on outstanding Debit obligations for liquidation of the securities. EKLINGJI BROKING LLP reserves right to change the formulas base on market conditions if need be and inform the client by possible mode of communication.

EKLINGJI BROKING LLP may not allow further exposure if client ledger debit is not cleared on or before T+1+2 days. Delayed payment post-settlement day will carry an interest charge up to 18% per annum

on actual debit balance inclusive of clients' open margin obligations.

EKLINGJI BROKING LLP may liquidate the client position in the future and option segment in case of the mark to market (MTM) loss and/or margin shortfall by liquidating collaterals as provided by the client and also recover losses from the sale of such collaterals.

EKLINGJI BROKING LLP at its sole discretion may revise the procedure without giving any reason and inform the clients by possible mode of communication.

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Real-time Risk-based Square off (Anytime during the Day)

Whenever markets are volatile and price movements become very erratic because of some events which can be pertaining to a particular stock or stock market as a whole, EKLINGJI BROKING LLP Risk Management systems may monitor such volatility in real time. If the losses arising out of carry forward derivatives open position, Intraday trades in Cash, Equity Derivative, Currency Derivatives, Commodity and active segments erodes more than or equal to 75% of the Net worth of the client, then the Risk team may square off all open positions for the client(s). Open Position includes all Intraday Tradesin Cash and Derivative segment and all Overnight Open Positions in the Derivatives Segment.

Note: This is an automated system and excludes all delivery holdings held by clients.

Margin Shortage in F&O (equity derivatives + currency + commodity) and Equities Segments: The Margin Shortfall intimation is sent to the clients via SMS for all segments. Clients need to deposit the cheque or make an online fund transfer to EKLINGJI BROKING LLP on the same day of intimation. In case the client fails to transfer the funds, as per exchange guidelines the client has to bear the penalty on the shortages from 0.5% to 5%. If required, EKLINGJI BROKING LLP may liquidate positions to the extent of shortfall for clients in critical situations. In case of a shortfall due to high fluctuations insecurity price during the day, EKLINGJI BROKING LLP may liquidate any open position to mitigate MTM loss or to ensure sufficient margin for clients. The client has to deposit cheque or transfer funds for shortfall amount, ledger debit and any other dues as per regulation to avoid position liquidation.

For reporting the available margins of clients to the exchanges will be prioritized as permentioned segment; 1. Equity Derivatives, 2. Currency Derivatives, 3. Commodity Derivatives and 4. Equity.

Physical Settlement in Equity Derivatives: (Current month expiry)

Based on the criteria specified in the SEBI circular, Exchange shall identify securities which shall be settled through delivery on expiry. Exchange publishes a list through a circular from time to time. The clients whose positions are open in physical equity derivatives contracts beforeT-1 day of the current expiry day, client himself shall be liable to square off the position to avoid physical settlement. In case the positions are not cleared by the clients, the contract will be settled physically for long futures, and short futures, ITM options, and short options. In case of short options and short futures if clients do not have cash holding of that particular stock to the extent of short quantity then short quantity will get auctioned and client will have to bear the penalty as per exchange guidelines.

Higher Margin Requirement in case of physical equity derivative contracts before T-4 days for current expiry

Clients can trade in physical settlement option (buy) derivatives by utilizing 10%, 25%, 45%, and 70% of available margin respectively till 4 days before current month expiry and physical settlement of future or option (sell) derivatives as per exchange applicable margin. In case F&O shortfall arises due to delivery margin charge, the client has to deposit the shortfall amount on the same day of intimation else, client has to bear the shortfall penalty as per exchange guidelines. If required in critical situations, EKLINGJI BROKING LLP may initiate square off from T-3 days till current month expiry Any Other Square Off EKLINGJI BROKING LLP may initiate square off of positions for a particular client without prior intimation due to market volatility, debarred by SEBI or any regulatory authority or as prescribed in any other rules and regulations.

Commodity Segment Physical Delivery

Physical delivery commodities with compulsory delivery will be closed from the start of their respective tender period / delivery intention if clients are not willing to take delivery as per required margins. All the deliverable contracts of MCX and NCDEX enter "Tender Period positions" as mentioned by exchange from time to time. Clients' positions will be squared off from the start of the "Tender Period" till the expiry date, where the compulsory delivery period of the contract is applicable and if the intention of the client is not submitted to take / give delivery of the said contract. No positions will be allowed to carry over in Tender Periods except clients having Demat a/c complied with GST registration for commodity segments (COMRIS, CCRL OR NERLA/C).

5. Other Surveillance Actions:

i) Refusal of order for penny stocks / illiquid contracts:

EKLINGJI BROKING LLP may refuse or restrict a client in placing the order in certain securities depending on Various conditions like volume / value / part of illiquid scrip's / Z group of securities although a client may have credit balance or sufficient margin in the trading account. However, EKLINGJI BROKING LLP under exceptional circumstances may execute clients' orders. EKLINGJI BROKING LLP has the discretion to reject execution of such orders based on its risk perception.

In the F&O segment, EKLINGJI BROKING LLP may refuse or restrict the client in placing the order for far month Future & Option contracts.

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ii) Regulatory conditions under which a client may not be allowed to take further position or EKLINGJI BROKING LLP may close the existing position of the client:

In case overall position in a scrip / derivatives contract has reached the Regulators prescribed or any limit set by EKLINGJI BROKING LLP / Exchange limit / Market wide open interest limit / Client level limit, then client may not be allowed to take further positions, till such time Regulators prescribed limit comes down to create a new position.

Further EKLINGJI BROKING LLP may close the existing position of a client to the extent of debit balances to release the margin from the Exchange. In case if EKLINGJI BROKING LLP has sufficient margin cover on behalf ofits clients, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

iii) PMLA Guidelines:

A client will be categorized as High, Medium, and Low risk customer as per their risk appetite and their current profile as mentioned in Know your client form (KYC). The same will be reviewed at regular intervals as per PMLA Policy of EKLINGJI BROKING LLP

Exposure to the client may also be governed by customer profiling mentioned above from timeto time. The client needs to furnish their income details on a yearly basis. The following documents will be accepted as income proof

- Copy of ITR Acknowledgement
- Copy of Annual Accounts
- Copy of Form 16 in case of salary income
- Net worth Certificate
- Salary Slip
- Bank account statement for last 6 months
- Copy of Demat account holding statement
- Any other relevant documents substantiating ownership of the assets

If there is a major disparity between financial details and trading volumes, the client may be asked to furnish suitable explanations and based on the same further trading limits will be sanctioned.

iv) Suspension of Clients:
EKLINGJI BROKING LLP may with hold the payout of a client and suspend trading account due to any internal surveillance (if client indulges in manipulative trade practice) / regulatory orders (debarring orders), etc.

v) In case the client has created any position in banned securities, penalty as levied by stockexchanges will be applicable.

vi) EKLINGJI BROKING LLP may withhold the payout, if the client has traded in unsolicited SMS securitiesidentified by exchanges periodically. Further trading on such scrips may be barred.

6. Quarterly/Monthly Settlement

The client may authorize EKLINGJI BROKING LLP to maintain a running account for the settlement of funds. The actual settlement of funds shall be done by EKLINGJI BROKING LLP, at least once in a quarter or month, depending on the preference given by the client. On the date of settlement, EKLINGJI BROKING LLP may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet the derivative margin obligations, calculated in the manner specified by the exchanges and in addition of the same, client haven't executed any trade since last 30days, EKLINGJI BROKING LLP release client Funds as per SEBI/Exchange Guidelines. Further where the client has not opted for running account settlement of funds, then securities, in excess of the margin obligation, if any, shall be immediately be released to the client.

7. Communication

As per regulatory requirements, we send 'Statement of Accounts of Funds and Securities', DP Statements, Contract Notes, Daily Margin Statements, Annual Global Statements etc. A client can view these statements also through his secured login on EKLINGJI BROKING LLP website. The client has to beaware about his position, outstanding balance, and risk. EKLINGJI BROKING LLP is under no legal obligation to send any separate communication but as a customer centric company, we may take extra efforts to ensure that clients are well informed about the risk and the possible actions.

8. System/Network Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order confirmation and/or execution.

a. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delay in order execution and its confirmations.

b. Under certain market conditions, it may be difficult or impossible to liquidate a positions in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

c. Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies, and computer systems to place and route orders. Thus, there exists a Possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buyor sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executedtransactions.

9. Disclaimer

EKLINGJI BROKING LLP has a discretion to alter/change any of exposure limit, margin limit, and/or liquidation/ close out parameters defined in this policy on the basis of prevailing market conditions, considering the dynamics of operations, business plans, and strategy of managements from time to time, and/or any risk perception with or without prior intimation and can use their discretion to grant any kind of exemptions/permissions in case they deem fit on case to case basis. In the time of extreme volatility or major impending event which might trigger such volatility, EKLINGJI BROKING LLP reserves the right to withdraw the same. The company may modify or amend any of these rules without prior notice. The amended policy

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will be uploaded on the website of EKLINGJI BROKING LLP from time to time.

Disclosure: In order to protect its interest, (EKLINGJI BROKING LLP) reserves its right to alter / amend this RMS policy or any part thereof in its absolute discretion from time to time considering its prevalent RMS policy and market conditions or as per the regulatory requirements by displaying the same on its website. Clients are being advised to refer website of EKLINGJI BROKING LLP w.r.t. prevalent RMS policy, Policies and Procedures and such other terms and conditions before entering into any transactions with EKLINGJI BROKING LLP.

This policy is revised and approved by the Board of Partners in the meeting held on 1st September 2026 at its registered office and will be reviewed periodically for updates as per regulatory changes.

For, Eklingji Broking LLP

EKLINGJI BROKING LLP

M.A.Shah

DESIGNATED PARTNER

Partners

EKLINGJI BROKING LLP

DESIGNATED PARTNER