

## MEMBER-CLIENT AGREEMENT

This agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between: **M/s. Farsight Securities Limited** a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of The Bombay Stock Exchange (hereinafter called “the Exchange”), and having its registered office at 17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi – 110 005 (hereinafter called “the stock broker”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives / the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

**And**

Mr./ Ms./M/s. \_\_\_\_\_ an individual/a sole proprietary concern/a partnership firm/a body corporate, registered /incorporated, under the provision of the Indian Partnership Act, 1932 /the Companies Act,1956, having his/her/its residence / registered office at \_\_\_\_\_ (hereinafter called “the client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representative/its successors, as the case may be, of the Other Part;

Whereas the stock broker is registered as the stock broker of the Exchange with SEBI registration number INB \_\_\_\_\_ in the Capital Market Segment.

Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time.

Whereas the client has satisfied itself of the capacity of the stock broker to deal in securities and / or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and

Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

Whereas the stock broker and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder the Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

Whereas the client is informed and satisfied that the Stock Broker also does Proprietary Trading in capital market.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms and conditions:

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of the opening the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure documents to the notice of client and made his aware of the significance of the said document. The client agrees that: -
  - a) He has read and understood the risks involved in trading on a stock exchange.
  - b) He shall be wholly responsible for all his investment decisions and trades.
  - c) The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
  - d) He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margin (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e) Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

3. The Client agrees to pay to the stock broker brokerage 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 stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.
4. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.
5. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation / closing-out shall be charged to and borne by the client.
6. The stock broker agrees that the money / securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange Rules / Regulations / Bye-laws and circulars.
7. The client agrees to immediately furnish information to the stock broker 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.
8. The stock broker agrees to inform the client and keep him apprised about trading / settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the relevant stock exchange.
9. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
10. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered / to be delivered or received / to be received by the client.

11. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable “Good & bad delivery norms” even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.
12. The stock broker shall ensure due protection to the client regarding client’s rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.
13. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
14. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
15. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant stock exchange (s). In case where defaulting client is a corporate entity / partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ Promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
16. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
17. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
18. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of the courts in Delhi or as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules Byelaws and Regulations of the Exchange and the circulars issued thereunder.
19. The instructions issued by an authorized representative, 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.
20. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.

21. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
22. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
23. In additions to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulation of SEBI.
24. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
25. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Byelaws of the relevant stock exchange that may be in force from time to time.
26. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its his client to any person or authority with the express permission of the client.

In addition to above the parties hereby agree to the below mentioned:

1. The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means whether express or implied by an authorised representative of the client shall be binding on the client. The client hereby authorizes his representative(s) \_\_\_\_\_ or \_\_\_\_\_ to trade and transact in securities for and on behalf of the client. In the event of the authorised representative(s) being replaced, it shall be the responsibility of the client to inform the Stock Broker of the change in writing, failing which the client shall be responsible for the trade obligations arising out of the actions of both the representative, i.e. old as well as the new representatives.

2. The Client is aware that the Stock Broker may tape-record the conversations between Client's representative and the Stock Broker, either personally or over the telephone, and hereby specifically permits the Stock Broker to do so. Such recordings may be relied upon by the Stock Broker as and when required to resolve disputes in connection with the trading transaction. The Exchange(s) may cancel a trade suo moto without giving any reason thereof. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the Stock Broker's offices are vulnerable to temporary disruptions or failures. In the event of trade cancellation due to such events or vulnerabilities, the Stock Broker shall be entitled to cancel relative contract(s) with the client. At times, due to such unforeseen circumstances the Stock Broker may not be able to execute the desired transactions (either the clients own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The Stock Broker does not accept responsibility for any losses that the client may incur on such eventualities beyond the control of the Stock Broker.
3. In the event the Client transacts in more than one stock exchange or in different segments in one exchange or across exchanges, the client specifically authorizes the Stock Broker to set off the outstanding in the Client's account maintained by the Stock Broker in respect of any stock exchange or any segment of any stock exchange against the money standing to the credit of the client's account maintained by the Stock Broker in respect of any other stock exchange or any other segment in any other stock exchange.
4. The Stock Broker may required that the client deposit interest – free margin as per exchange or more/less in the form of cash or securities on the price of the securities proposed to be purchased, unless the client already has an equivalent credit of securities with the Stock Broker.
5. The Stock Broker may required the client to deposit interest free margin as per exchange or more/less in the form of cash or securities on the price of the securities proposed to be sold, unless the Stock Broker has received the securities to be sold with valid transfer documents to the Stock Broker's satisfaction prior to such sale.
6. In case where the payment by the client towards the margin is made through a cheque issued in favour of the Stock Broker, any trade(s) would be executed by the Stock Broker at the discretion of the Stock Broker.
7. The Client agrees and authorizes the Stock Broker to determine the market value of securities placed as Margin after applying a haircut that the Stock Broker appropriate. The Client positions are valued at the latest market price available ('marked to market') on a continuous basis by the Stock Broker. The Client undertakes to monitor the adequacy of the collateral and the Market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the margins immediately, whether or not the Stock Broker intimates such shortfall.

8. The Stock Broker may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The Client accepts to comply with the Stock Broker's requirement of payment of Margin in the form of cash immediately failing which the Stock Broker may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client, and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf.
9. The Client agrees that any securities placed by him/her/it as Margin may in turn be placed as margin by the Stock Broker with the Exchange or banks or such other institutions as the Stock Broker may deem fit for raising of finance against these securities. The Client authorizes the Stock Broker to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges / banks / institutions as margin.
10. Any reference in these terms to sale or transfer of securities by the Stock Broker shall be deemed to include sale of the securities which form part of the Margin maintained by the Client with the Stock Broker. In exercise of the Stock Brokers right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Stock Broker's discretion.
11. The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Stock Broker intimates such shortfall in margin to the client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or money order or account transfer or any other mode.
12. If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, all or some of the positions of the Client as well as the securities placed as Margin may be liquidated by the Stock Broker at its sole discretions, without any reference or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of securities shall be borne by the Client, and the Stock Broker is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Stock Broker.
13. In case of purchase on behalf of Client, the Client authorizes the Stock Broker to close out the transactions by selling the securities, in case the client fails to make full payment to the Stock Broker for the execution of the contract within 24 hours of trade or before pay-in-day (as fixed by stock exchange for the concerned settlement period), whichever is earlier, unless the client already as an equivalent credit with the Stock Broker, the loss incurred in this regard, if

any, will be met from the margin money of the client. The client agrees to make good the shortfall, if any, within two days of being intimated of the shortfall by the Stock Broker.

14. In case of sales on behalf of client, the client authorizes the Stock Broker to close out the contract by effecting purchases if the client falls to deliver the securities sold with valid transfer documents within 24 hours of the trade or before delivery day (as fixed by stock exchange authorities for concerned settlement period), whichever is earlier. Loss on transaction, if any, will be deductible from the margin money of the client. The client agrees to make good the shortfall, if any, within two days of being intimated of the shortfall by the Stock Broker.
15. Notwithstanding anything contained in these presents, any amounts which are overdue from the client or a member of the client's family towards trading either in the cash or derivatives segments or on account of any other reason to the Stock Broker or to any of the Stock Broker's group or associate companies will be charged delayed payment charges at the rate of % per month or such other rate as may be determined by the Stock Broker. The client hereby authorizes the Stock Broker to directly debit the same to the account of the Client at the end of each month. The client also authorizes the Stock Broker to debit charges for depository services to the trading account. The client also agrees that any amount overdue from him/her shall be adjusted by the Stock Broker from dues owed to the client by any group or associate company of the Stock Broker. Conversely, any money owed by any group or associate company of the Stock Broker to the client shall offset against the dues owed by the Stock Broker to the client. The client further authorize the Stock Broker to sell his margin shares / shares of his / her family member in order to recover the amount so due, including penalty from the client / his / her family members, if the Stock Broker so desires.
16. The Stock Broker shall send the trade confirmation to the client in form of contract note, digitally signed contract note or otherwise via mail, e-mail, fax, courier, Registered A.D., oral communication, putting them on web server or otherwise at the postal address, telephone / fax nos. e-mail addresses intimated by the client to the Stock Broker. The Client understand that it is his / her / its responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the client, if the client does not object in writing to any of the contents within twenty-four hours of such intimation / confirmation. In all cases, the Stock Broker reserves the right to determine the validity of the client's objection to the transaction. The client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the client not intimated to the Stock Broker in writing.
17. The Client above named does hereby directs and authorizes the Stock Broker above named and his / its agents / employees and authorized persons to receive telephonic, verbal, electronic instructions such as email / fax etc. and instructions through agents and to execute the same by placing; orders, order modification requests or order cancellation requests etc. on his behalf on the

trading system of The Bombay Stock Exchange Ltd. and agrees to indemnify the trading member from consequences thereof and to hold the trading member harmless from any losses or consequences arising out of execution or non execution of orders given through any or all the media enumerated above.

18. The Client agrees that all orders entered into the trading system of The Bombay Stock Exchange Ltd. On his behalf by the trading member and his / its agents / employees and authorized persons from shall be binding on him. The Client agrees to indemnify and keep indemnified the trading member and his/its agents/employees and authorized persons from any consequences of such orders placed on his behalf including the losses or any other consequences flowing out of them. The Client agrees that it shall not be open to him to challenge the correctness or otherwise of an order placed or an order not placed on his behalf and agrees to be liable for all orders placed on his behalf, and trades resulting there from, by the trading member and his / its agents / employees and authorized persons.
19. The Client further undertakes to collect or get collected from the trading Stock Broker and his / its agents / employees and authorized persons the Order placement / modification slip, order cancellation details, trade confirmation slips and contract notes etc. and agrees to indemnify and hold the trading Stock Broker harmless for any delay in such collection and non-collection by him of his Order placement / modification slip, order cancellation details, trade confirmation slips and contract notes etc. from the office of the trading Stock Broker. The client understands that it is his responsibility to review the trade confirmation, receive / view/save the contract notes/digital contract notes. And that all information contained therein shall be binding upon the Client.
20. The Client further agrees and accepts that transmission of document/records/data and information including but not limited to contract notes (including digital contract notes, and other electronic documents) through ordinary post, UPC, Courier/speed-post/registered post/electronic mail i.e., email/ electronic mail attachment/ download available from website or fax to his last known business and/or residential address and/or e-mail address and/or fax no. shall be deemed to have been properly delivered or served even if such communication is returned as unclaimed/ refused/ undelivered.
21. The client agrees that the Stock Broker will not be responsible for the non-receipt of the trade confirmation/contract notes or any other data/information due to any change in the address/E-mail address etc. not intimated to the trading Stock Broker in writing. The client also understands that he will have to down load the data / information within a week of the trading date and the Stock Broker shall be at liberty to delete old data that is to say data more than a week old from the web server with out any notice.
22. Type of services offered: The Stock Broker agrees to provide, and the Client agrees to avail of, the following services:
  - i) Trading facilities
  - ii) Clearing facilities

- iii) And such other services as permitted by SEBI and the Exchanges from time to time.
23. All trades, transactions and contracts are subject to the Rules and Regulations of the respective Exchange(s) on which the trade have been executed and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Delhi for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange(s).
24. The CLIENT shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, owing to bad delivery of shares / securities and / or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through the CLIENT during the course of its dealing / operations on BSE.
25. In case the client buys securities in one settlement, and sells the same in a subsequent settlement, without having received the payout of the securities, any resulting auction / losses will be the sole responsibility of the client.
26. The client confirms having read and understood the terms and conditions of the member client agreement and those relating to various services and products and accepts and agrees to be bound by the terms and conditions including those excluding / limiting the Stock Broker's and Exchange's liabilities.
27. The member and client are aware of the provisions of by laws, rules and regulations of the Exchange relating to resolution of disputes / differences through the mechanism of arbitration provided by the Exchange and agrees to abide by such provisions.
28. This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

## **INTERNET TRADING**

Clauses mentioned above pertaining to above transactions shall be applicable to Internet trading deals unless specifically mentioned otherwise.

Whereas the client is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange and have been made available for internet trading through Stock Broker's "Internet Trading Order Routing System".

Whereas Stock Broker proposes to offer the “Internet Trading Order Routing System” service to its client; and the client desires to avail of such “Internet Trading Order Routing System” service for purchasing, selling or otherwise dealing in securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

1. The stock broker acknowledges and permits the Client to access the Account through Internet Services after completing the necessary formalities.
2. The client will be entitled to a username and Password, which would enable him to access the Stock Broker’s “Internet Trading Order Routing System” for availing such services.
3. The client is aware that the Stock Broker’s “Internet Trading Order Routing System” generates the initial password and the Stock Broker is aware of the same. The client agrees and undertakes to immediately change his password upon receipt thereof. The client acknowledges that subsequent passwords are not known or available to the Stock Broker.
4. The client shall be solely responsible for keeping the user name and password confidential and fully secured and the client shall be fully responsible for all orders entered and transactions done by any person whatsoever through the Stock Broker’s “Internet Trading Order Routing System” using the client’s User name and/or password whether or not such person was authorized to do so.
5. The client shall immediately inform the Stock Broker of any unauthorized use of the Client’s Username and/or password with full details of such unauthorized use.
6. The client acknowledges that he is fully aware and understands the risks associated with availing the Internet Based Trading facility through the Stock Broker’s “Internet Trading Order Routing System” over the Internet including the risk of misuse and unauthorized use of his username and / or passwords by any third party. Client also acknowledges that he understands and is aware about the risk of a person hacking into the client’s account on the Stock Broker’s “Internet Trading Order Routing System” or unauthorisedly routing orders on behalf of the client through the Stock Broker’s “Internet Trading Order Routing System” The client agrees that he shall be fully liable and responsible for any unauthorized use or misuse of his username and/or password and also for any acts by any person through the stock broker’s “Internet Trading Order Routing System” in the client name in any manner whatsoever.
7. The client shall log off from the Stock Broker’s “Internet Trading Order Routing System” at any time the client is not accessing / using the service and any liability incurred to the client as a consequence of the client not logging off the service shall be borne by the client.
8. The client shall immediately inform the stock broker in writing with full details in case he discover or suspects unauthorized access through his Username, password or account or he notices any discrepancy attributable to

unauthorized access or he forgets or misplace his password or he discovers any security flaws in the stock broker's "Internet Trading Order Routing System".

9. The stock broker shall not be liable for any loss whatsoever whether notional or actual suffered by the client on account of any misuse of the passwords.
10. Stock Broker shall not be liable for any loss suffered by the client due to postal delays or non-receipts of Username and passwords dispatched to the client.
11. The client agrees to execute all orders through Stock Broker's "Internet Trading Order Routing System" at around the market price. The client agrees to ensure that there will not be any attempt at price distortion and/or price rigging made through any means.
12. The client hereby authorizes the Stock Broker to square up all his outstanding positions at the discretion of the Stock Broker, which are not marked for delivery 15 minutes before the closing time on the normal market. Any profit/loss arising out of square off shall be at the risk of and borne by the client.
13. If client gives any order from a location outside India, he shall ensure that shall orders are given in compliance with applicable laws of the relevant jurisdiction from which client's orders are given. The client further agrees that he shall sought necessary legal or professional advise in or of the relevant jurisdiction. Client acknowledges that all relevant taxes, duties or any other charges / levies shall be paid by him in the relevant jurisdictional area and client further agrees that he shall indemnify the Stock Broker on demand for any claims, demands, actions costs and expenses stock broker may suffer or incur in connection with or arising from Client residing or giving of any such order from a place outside India.
14. Client will notify the Stock Broker when a sale order relates to securities, which client does not own i.e. involves short selling.
15. Any order communicated to stock broker through the internet service shall be considered to have been sent by the client. Client agrees to notify the stock broker immediately if he does not receive any communication that an order communicated by client through the service has been received or executed; receive a written communication of an order or its execution which is not accurate or which client did not place.
16. Stock Broker shall have an absolute discretion to accept or reject any order or the execution of any order until there are sufficient cleared funds in the account or there are sufficient securities in the Account for settlement of the relevant transaction.

17. The stock broker may from time to time impose and vary limits on the orders, which the client can place through the stock broker's "Internet Trading Order Routing System" The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of stock broker's risk perception and other relevant factors and the stock broker may be unable to inform the client of such variations, reductions or impositions in advance. The client agrees that stock broker shall not be liable for or responsible for such variations, reductions or impositions or the client's inability to route any order through stock broker's "Internet Trading Order Routing System" on account of any such variations, reductions or impositions of limits. The client understands and agree that the stock broker may at any time, at its sole discretion, and without prior notice, prohibits or restrict the client's ability to place orders or trades in securities through the stock broker.
18. Client shall enter into all trades through "Internet Trading Order Routing System" on his own account and shall not do any sub broking activity and / or shall not do any activity which may constitute indulging in sub-broking activity In case client is found to be indulged in any such activity he/she shall be immediately debarred from trading.
19. Client undertake to indemnify the broker any penalty / charges which might be levied by any regulator i.e. SEBI/Exchange for non-adherence by the client with any rules/regulations/ circulars/instructions etc. issued by such regulator.
20. The CLIENT is aware that authentication Technologies and strict security measures are required for internet trading through order routed system and undertakes to ensure that the password of the client and / or his authorized representative are not revealed to any third party.
21. The client agrees that the member shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link system failure at the CLIENT/MEMBER/EXCHANGE end.
22. The member shall also send the order/trade confirmation slip through email to the client at his request, within time period as specified by the CLIENT from the time of execution of order/trade on the BOLT system, as the case may be. The client agrees that the information sent by member by E-mails is deemed to be a valid delivery of such information by the member.

23. The client is aware that the member has provided on the website a facility for reconfirmation of orders, which are larger than that specified by the member's risk management, by the member and is also aware that the member has the discretion to reject the execution of such orders based on his risk perception.

IN WITNESS THEREOF, the parties to the agreement have caused these presents to be executed as of the day and year first above written.

Signed and delivered by

Client Name :

Witness 1 : Name :

Address :

Address :

Signature

Signature

**Stock Broker Official**

**Witness 1**

Name :

Name :

Address:

Address :

Signature

Signature