

<p>In person verification</p> <p>_____</p> <p>Name of Employee : _____</p> <p>Designation : _____</p> <p>Date : _____ Place: _____</p> <p>Signature of Employee : _____</p>
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**Please provide the below listed documents:**

Documents	Identity	Address	Signature	Bank Proof	DP Proof
• PAN card with signature					
• Client Master List/ Holding Statement (Not more than 2 months old)					
• Passport (Clear copy of Name, Address & Photo)					
• Driving License (Clear copy of Name, Address & Photo)					
• Voter's Identity card (Both Front and Back)					
• Ration card					
• Bank Passbook/ Bank Statement					
• Cheque leaf along with bank Statement or bank Passbook					
• Rent Agreement					
• Electricity, Water, Landline Telephone Bill( Not more than 2 months old)					

• From above listed documents, collect any one or more document that will establish all proofs and make a "Yes" in all five columns. (For example, PAN copy, Dmat

Holding statement, Driving Licence & bank statement confirms 'Yes' in all Five Columns).

• Please fill up the form in CAPITAL LETTERS.

• Please make a total of \_\_\_\_\_ full signatures (which are numbered, for your convenience). Additional signatures are required for the non-judicial stamp papers.

• Please write your name as it appears in PAN/Bank proof in your documents. In case of any mismatch Declaration required.

• Form should be completed in all respects in own Handwriting by client only.

• Name, Address & Signature of witness on agreement part.

• Verification stamp with signature, name & date on the documents collected.

• Please initial wherever overwriting is done.

• If any of above proof is in language other than Hindi and English, Notarized copy for the same will only be accepted

• Copy of Documentary evidence for address and identity proof of introducer.

### SPECIFIC INSTRUCTIONS LIST CUM CHECK LIST

#### **Additional documents for Trading in Derivative Segment**

a. Copy of ITR acknowledgement

b. Copy of annual Accounts

c. Net-worth Certificate

– Bank account statement for last six months. – Copy of DMAT holding statement – In case of Salaried persons Latest Salary Slip and Form 16 copy

– Any other relevant documents substantiating ownership of assets. – Self declaration along with relevant supporting.

#### **MINOR**

– All documents as per Common list for both Minor and his/her Guardian.

– Undertaking letter signed by the Guardian.

– Recent Passport size Photo of both Minor and Guardian

#### **HUF**

– All documents as per Common list for both of HUF and it's Karta.

– Undertaking letter signed by two Coparceners.

– Recent Passport size Photo of Karta of HUF.

– Rubber stamp of HUF required on every sign of Karta.

#### **PROPRIETORSHIP FIRM**

– All documents as per Common list for Proprietor.

– Recent Passport size Photo of Proprietor.

– Rubber stamp of firm required on every sign of Proprietor.

– Declaration on letterhead of the firm as per annexure attached.

– DMAT account will be in the name of proprietor only.

– Proprietor's name and relation verification on letterhead of bank by the Banker.

– Certified copy of Balance sheet/Annual accounts for Last two years.

– Latest Income tax return copy of Proprietor.

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Dear Sir,

I/We hereby acknowledge the receipt of duly executed copy of KYC, MCA/Tripartite-Agreement, RDD and all other documents as executed by me/us. I/We acknowledge that the other details related to my/our account are as under :

Trading Code.....

UCC.....

My Email Id.....

(Signature of Client)

Disclosure pursuant to NSE Circular No. NSE / INSP / 2006 / 52 dated 5th July, 2006  
& BSE Circular No. 20060704 - 6 dated 4th July 2006

Documents required as per SEBI Circular No. SEBI/MIRSD/DPS-1/CIR-31/2004 dated 26-8-2004  
Read with SEBI Circular bearing Reference No. MIRSTD/SE/CIR-19/2009 dated 3-12-2009

#### MANDATORY DOCUMENTS – DOCKET A

S.No.	Document Description	Page No.
(i)	Know Your Client (KYC) Form (Annexure A for Karta and Proprietor).....	01
(ii)	Prop trading disclosure and Brokerage Slab .....	05
(iii)	Member Client Agreement-NSE .....	06
(iv)	Member Client Agreement-BSE .....	09
(v)	Tripartite Agreement between Stock Broker, Sub-broker and client-NSE .....	13
(vi)	Tripartite Agreement between Stock Broker, Sub-broker and client-BSE .....	17
(vii)	Combined Risk Disclosure Document (NSE/BSE).....	21
(viii)	Investor's Rights and Obligations-Annexure-I .....	25
(ix)	Member Constituent Agreement-MCX-SX Currency Derivative .....	27
(x)	Combined Risk Disclosure Document for Currency Derivatives Segment .....	31
(xi)	Investor's Rights and Obligations for Currency Derivative Segment .....	35
(xii)	Policies & Procedures .....	37

#### NON-MANDATORY DOCUMENTS – DOCKET B

S.No.	Document Description	Page No.
(xiii)	Internet Trading Letter .....	40
(xiv)	Supplementary Member Client Agreement (ITORS Trading) for Internet Trading Client-BSE .....	41
(xv)	Supplementary Member Client Agreement (ITORS Trading) for Internet Trading Client-NSE .....	48
(xvi)	Running Account Authorisation .....	54
(xvii)	Authorisation for Electronic Contract Notes .....	55
(xviii)	Letter of Authority.....	56
(xix)	Format of Letter to be obtained from the Bank for verification .....	58
(xx)	Declaration by HUF/Sole Proprietorship firm on it Letter head .....	58
(xxi)	Power of Attorney .....	59
(xxii)	Client Defaulter Declaration and Mobile Declaration .....	61

I/We have fully understood the distinction and details regarding the Mandatory/Non-Mandatory and do hereby enter and sign the same and agree not to call into question the validity, enforceability and applicability of any voluntary agreement(s)/document(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances whatsoever.

(1) 

Signature of Client

BLANK PAGE

**DOCKET - A**  
**(i) KNOW YOUR CLIENT FORM**

NSE	
TM Code - .....	..... (CM Code.....)
SEBI REGN. NO.- INB ..... (Cash)	
SEBI REGN. NO.- INF ..... (F&O)	
SEBI REGN. NO.- INE ..... (Currency)	
BSE	
..... (CM Code .....	
SEBI REGN. NO.- INB .....(Cash)	
SEBI REGN. NO.- INF ..... (F&O)	
SEBI REGN. NO.- INE ..... (Currency)	
MCX-SX	
TM Code - .....	..... (CM Code .....
SEBI REGN. NO.- INE 260663732(.....)	

Please affix  
your recent  
passport size  
photograph  
duly signed across

**REGISTERED OFFICE :** .....  
Ph. : ..... Fax : ..... E-mail : ..... Website : .....

I request you to register myself as your client and enable me to trade in the Cash/F&O/Currency Derivatives Segment of National Stock Exchange of India Ltd./Bombay Stock Exchange Ltd./MCX Stock Exchange pursuant to the Agreement entered into with you. I have read Rules, Bye-laws and Regulations of the Cash, F&O & Currency Derivatives Segment of National Stock Exchange Ltd./Bombay Stock Exchange Ltd./MCX Stock Exchange ("the Exchanges") and agree to abide by them. In this regard, I give the following information:

**CLIENT'S PERSONAL DETAILS**

Name Mr./Mrs./Ms. :  F I R S T N A M E  M I D D L E N A M E  S U R N A M E

Date of Birth :  Sex :  Male  Female Marital Status :  Married  Unmarried

Nationality : Indian  Other  (Pl. Specify) Residential Status : RI  NRI  Other

Father's / Husband's Name :  F I R S T N A M E  M I D D L E N A M E  S U R N A M E

Name of the Firm (in case of Proprietorship Firm)

Correspondence Address :

City/VPO/Town :  Distt. :

Pin :  State :  Country :

Phone(with STD Code) :  -  Mobile :

PAN NO. :  IT CIRCLE/WARD

E-mail ID :  Fax :

Permanent Address :

City/VPO/Town :  Distt. :

Pin :  State :  Country :

EDUCATIONAL QUALIFICATION :  Graduate  Post Graduate  Professional  Others  (Please Specify)

**OCCUPATIONAL DETAILS :**  Employed  Self Employed  Business  Service  Professional  House Wife  Others  (Please Specify)

Name of Employer / Establishment :

Office Address :

City/VPO/Town :  Distt. :

Pin :  State :  Country :

Phone(with STD Code) :  -  Mobile :

Fax :  E-mail :

**BANK ACCOUNT DETAILS**

\*(Through which transactions would be routed. Details &amp; proof of bank account(s) is required)

Bank Name*	Branch Address & Pin Code	Bank Account No.*	A/c Type*	9 Digit MICR Code No.																			

**FINANCIAL DETAILS**

Annual Income	
Net Worth	
Documentary Evidence Self Certified	

Investment/Trading Experience Years in Stocks	<input type="text"/>	Years in Derivatives	<input type="text"/>
	Years in other investment related fields	No Prior Experience	<input type="text"/>
Market Value of your Current PortfolioAs on	<input type="text"/>	Rs.	<input type="text"/>

**OTHER BROKER'S / SUB-BROKER'S DETAILS**Whether registered with any other broker / sub-broker in India  Yes  No

If Yes, Name of the broker	<input type="text"/>
Name of the exchange	<input type="text"/>
Client Code No.	<input type="text"/>
Name of Sub-Broker	<input type="text"/>
Broker's / Sub-Broker's Address	<input type="text"/>
Broker's / Sub-Broker's Phone No.	<input type="text"/>

Details if any, of any taken by SEBI/Stock Exchange / any other regulatory authority for violation of any securities law or other economic offences against Individual; In case of Non Individual against the constituent or its partners / promoter / whole time directors / authorised persons / in charge of dealing in securities

**INTRODUCER DETAILS**

Name	<input type="text"/>
Father's Name	<input type="text"/>
Address	<input type="text"/>
Signature	<input type="text"/>
Relationship with Applicant	Relationship with TM
PAN of introducer, if any	<input type="text"/>
Identity of Introducer	Date of Issue
Place of Issue	<input type="text"/>

**CLIENT INTERVIEWED BY EMPLOYEE/AUTHORISED PERSON/SUB BROKER**

Name	<input type="text"/>
Designation	<input type="text"/>
Signature	Date
Original Documents Verified By	Authorised By

**DEPOSITORY ACCOUNT DETAILS**

(Through which transactions will generally be routed.)

1. Type of Depository :  CDSL  NSDL  
 Name of Depository : \_\_\_\_\_  
 Beneficiary Name : \_\_\_\_\_  
 DP ID : \_\_\_\_\_ Beneficiary ID : \_\_\_\_\_

2. Type of Depository :  CDSL  NSDL  
 Name of Depository : \_\_\_\_\_  
 Beneficiary Name : \_\_\_\_\_  
 DP ID : \_\_\_\_\_ Beneficiary ID : \_\_\_\_\_

**DECLARATION**

I authorize you to transfer the shares purchased by me to the above demat beneficiary account. I am agreeable to enter into an agreement and to do abide by your terms & conditions.

**NRI DETAILS**

Please tick if you are a NRO  NRE  Other (Please Specify)  NRI REPATRIABLE / NRI NON-REPATRIABLE

RBI Approval Reference No. : \_\_\_\_\_ RBI Approval Date : \_\_\_\_\_

Foreign Address : \_\_\_\_\_  
 \_\_\_\_\_ City : \_\_\_\_\_ Pin : \_\_\_\_\_

State : \_\_\_\_\_ Country : \_\_\_\_\_

Documents Furnished :  Copy of Passport / Visa  Proof of Foreign Address

**IDENTITY PROOF DETAILS**

(ATTACH COPY)

PARTICULARS	NUMBER	DATE OF ISSUE	PLACE OF ISSUE	DATE OF EXPIRY
PAN CARD	_____	_____	_____	_____
PASSPORT	_____	_____	_____	_____
DRIVING LICENSE	_____	_____	_____	_____
RATION CARD	_____	_____	_____	_____
VOTER ID CARD	_____	_____	_____	_____
IT Circle / Ward District	_____	_____	_____	_____

**TRADING PREFERENCE**

Stock Exchange on which you wish in trade : (Please tick in the relevant boxes)

NSE (Please sign.....)  
 BSE (Please sign.....)  
 MCX-SX (Please sign.....)  
 ALL (Please sign.....)

Market Segment on which you wish in trade : (Please tick in the relevant boxes)

Cash Market (Please sign.....)  
 Derivative Market (Please sign.....)  
 Currency Derivatives (Please sign.....)  
 All (Please sign.....)

I/We hereby declared that the details furnished above are true and correct to the best of my knowledge & belief & I /We undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/We am aware that I/We may be held liable for it.

(6) 

(Signature)





**Disclosure Information (For .....**)

To,

Sir,

This is to inform you that we do client based trading and Pro-account trading in National Stock Exchange of India Ltd. (NSE)/ Bombay Stock Exchange Ltd. (BSE) / MCX Stock Exchange Ltd. (MCX-SX)

Thanks and best regards.

For .....

Authorised Signatory/ Director

I acknowledge the receipt of information given above by ..... that they do Client base trading and Pro-account trading.

Client Name:

[Note: To be signed by person himself/herself not to be signed by his/her attorney/authorised person etc.]

**(ii) BROKERAGE STRUCTURE**

**Capital Market Segment**

Trading Account		%	Minimum Paisa
1. Square off same day	<input type="checkbox"/> Each Side	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> One Side	<input type="text"/>	<input type="text"/>
2. Delivery		<input type="text"/>	<input type="text"/>
3. Trade to Trade		<input type="text"/>	<input type="text"/>
4. Flat Brokerage	Per Trade	Order Value in Multiples	
	(In Rs.)	(In Rs.)	
Intraday	<input type="text"/>	<input type="text"/>	
Delivery	<input type="text"/>	<input type="text"/>	

**F&O Segment**

Trading Account		Future %	Min.
1. Brokerage		<input type="text"/>	<input type="text"/>
2. Square off same day	<input type="checkbox"/> Each Side	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> One Side		
		Option %	Min.
		<input type="text"/>	<input type="text"/>
Flat Brokerage	Per Trade	Order Value in Multiples	
	(In Rs.)	(In Rs.)	
F&O	<input type="text"/>	<input type="text"/>	

**CURRENCY SEGMENT**

Trading Account		Future %	Min.
1. Brokerage		<input type="text"/>	<input type="text"/>
2. Square off same day	<input type="checkbox"/> Each Side	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/> One Side		

Note : In case of Physical Contact note are being dispatched to client, a difference of Rs. 25/- per in total brokerage booked on a particular date would be charged toward minimum processing fee.

Signature of Client

(2) 

**(iii) MEMBER AND CONSTITUENT AGREEMENT (NSE)  
(CASH, F&O AND CURRENCY DERIVATIVES SEGMENT)**

This Agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between M/s. .... a body corporate, incorporated under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange (hereinafter called "the Exchange"), and having its Registered office at ..... (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, it/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

(15)

(16)

**AND**

Mr./Ms./M/s. \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her 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 representatives/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/ Cash Segment and SEBI registration number **INF** ..... in the Futures and Options Segment and SEBI registration number **INE** ..... in the Currency Derivatives 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, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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 opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him 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 margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and 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/Exchanges 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 agree 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, 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 such court 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 authorised 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. Whereas 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 stock broker 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 addition 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 Regulations 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 Bye laws 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 is 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.  
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.

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

Name of Client : .....

Name and address of 1st witness (on behalf of Client) :

Title/Designation of Client : .....

\_\_\_\_\_

\_\_\_\_\_

Signature of Client :

(18) 

\_\_\_\_\_

Signature of 1st witness

\_\_\_\_\_

Name/Trade Name of Stock Broker : .....

Name and address of 2nd witness (on behalf of .....):

Title/Designation of Stock Broker : .....

\_\_\_\_\_

\_\_\_\_\_

Signature of Stock Broker :

\_\_\_\_\_

Signature of 2nd witness

\_\_\_\_\_

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**(iv) MEMBER AND CONSTITUENT AGREEMENT (BSE)  
(CASH, F&O AND CURRENCY DERIVATIVES SEGMENT)**

This Agreement is made and executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, between M/s. \_\_\_\_\_ 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 .....  
..... (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the derivatives segment, it/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

(15) 

(16) 

**AND**

Mr./Ms./M/s. \_\_\_\_\_, an individual/a sole proprietary concern/a partnership firm/ a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its/his/her residence / registered office at \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, 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 representatives/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, **INF** ..... in the F&O Segment and **INE** ..... in the Currency Derivatives 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, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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 opening of the account or at any time thereafter.
2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him 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 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/Exchanges 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 agree 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, 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 such court 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 authorised 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 cancel trade(s) suo moto all such trades including the trade/s done on behalf of the said client.
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 addition 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, Byelaws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations 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 Bye laws 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.  
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.


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

Name of Client : .....

Name and address of 1st witness (on behalf of Client) :

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Title/Designation of Client : .....

Signature of Client : 

Signature of 1st witness 

Name/Trade Name of Stock Broker : .....

Name and address of 2nd witness (on behalf of .....):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Title/Designation of Stock Broker : .....

Signature of Stock Broker : 

Signature of 2nd witness 

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

**(v) TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT (NSE)**

This Agreement (hereinafter referred to as “Agreement”) is entered into on this ..... day of ..... 20....., by and between ..... (hereinafter referred to as “the stock broker”), a body corporate incorporated under the provisions of Companies Act 1956 and having his/its office/registered office at ..... , 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the First Part;

AND

..... (name of the sub-broker) (hereinafter referred to as “the sub-broker”), a ..... (type of entity) and having his/its office/registered office at..... (address), 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

AND

..... (name of the client of the sub-broker) (hereinafter referred to as “the client”), an individual/a ..... (type of entity) and having his /its residence/office/at..... (address) 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

(35) 

Signature of Client

Signature of Broker

Signature of Stock Broker (with Seal)

**WHEREAS**

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of National Stock Exchange of India Ltd., (hereinafter referred to as “the stock exchange”) with SEBI registration Number INB/INE/INF .....
2. The sub-broker states that :
  - a) The sub broker is recognized by the National Stock Exchange of India as a Sub-broker affiliated to the stock broker of the stock exchange with Sub-broker SEBI registration Number (s) as specified in schedule.
  - b) The sub-broker is not affiliated to any other member of the same stock exchange,
  - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his / its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and 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. A copy of the Client Registration form is annexed hereto.
4. 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
5. 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/sub broker’s liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

(35) 



**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:**

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him 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 margins (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.
4. 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 \the sub-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.
5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them 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 clients of sub-broker from the member and vice-versa.
6. 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.
7. 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/Exchanges Rules/Regulations/Bye-laws and circulars.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.

12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
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 and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / 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) by the stock broker.
17. The stock broker, the sub-broker or 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 at their respective addresses mentioned below. 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.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
  - (i) 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;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. 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 Bye laws of the relevant stock exchange that may be in force from time to time.
21. 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 therefrom.
22. 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.
23. 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 such court 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.

24. 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, member shall be entitled to cancel the respective contract(s) with client(s)
25. 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.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. 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.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake 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 they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. 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.
31. 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.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the member, the sub-broker and the client.

Name of Client : .....

Title/Designation of Client : .....

Signature of Client :

(35) 

Name/Trade Name of Sub-broker : .....

Title/Designation of Sub-broker : .....

Signature of Sub-broker :

Name/Trade Name of Stock Broker : .....

Title/Designation of Stock Broker : .....

Signature of Stock Broker :

Name and address of 1st witness :

Signature of 1st witness

Name and address of 2nd witness :

Signature of 2nd witness

**(vi) TRIPARTITE AGREEMENT BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT (BSE)**

This Agreement (hereinafter referred to as “Agreement”) is entered into on this ..... day of ..... 20....., by and between ..... (hereinafter referred to as “the stock broker”), a body corporate incorporated under the provisions of Companies Act 1956 and having his/its office/registered office at ..... , 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the First Part;

AND


..... (name of the sub-broker) (hereinafter referred to as “the sub-broker”), a ..... (type of entity) and having his/its office/registered office at..... (address), 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

AND

..... (name of the client of the sub-broker) (hereinafter referred to as “the client”), an individual/a ..... (type of entity) and having his /its residence/office/at..... (address) 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 entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

**WHEREAS**

1. The stock broker states that it is engaged, in the business of stock broking and is a Member of Bombay Stock Exchange Ltd., (hereinafter referred to as “the stock exchange”) with SEBI registration Number(s) INB/INF/INE .....
2. The sub-broker states that :
  - a) The sub broker is recognized by the Bombay Stock Exchange Ltd. as a Sub-broker affiliated to the stock broker of the stock exchange with Sub-broker SEBI registration Number (s) as specified in schedule.
  - b) The sub-broker is not affiliated to any other member of the same stock exchange,
  - c) The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his / its activities.
3. The Client is registered with the sub-broker as a client for purpose of availing broking services through the sub-broker affiliated to the stock broker and 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. A copy of the Client Registration form is annexed hereto.
4. 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
5. 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/sub broker’s liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker/sub broker acts.

 (35) Signature of Client  
 Signature of Broker  
 Signature of Stock Broker (with Seal)

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN STOCK BROKER, SUB-BROKER AND CLIENT AS UNDER:**

1. The stock broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the stock broker and that the sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' within the meaning and subject to SEBI (Stock Brokers and Sub-Brokers) Rules, 1992 and SEBI (Stock Brokers and Sub-Brokers) Regulations 1992 (hereinafter referred to as the said "Rules" and "Regulations" respectively) as amended from time to time, for assisting the client in buying, selling or dealing in securities through the stock broker.
2. The stock broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and / or any other rules or regulations applicable to the stock brokers, the sub-brokers and the clients in general either framed by SEBI or by the relevant stock exchange/clearing corporation and/or any Government Circulars.
3. The stock broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him 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 margins (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.
4. 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 \the sub-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.
5. The stock broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them 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 clients of sub-broker from the member and vice-versa.
6. 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.
7. 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/Exchanges Rules/Regulations/Bye-laws and circulars.
8. The stock broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
9. The stock broker agrees to inform the sub-broker/client and keep them 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 sub-broker/client to comply with such schedules/procedures of the relevant stock exchange.
10. The sub broker will provide assistance to stock broker and client to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
11. The stock broker shall issue, individually for each client of his sub broker, contract notes in the format prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to his client in obtaining the contract note from the stock broker.

12. The stock broker, the sub-broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
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 and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, if the sub broker fails to implement the award, the stock broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
15. The stock broker and the sub-broker hereby agree that all transactions in securities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the stock broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant stock exchange from time to time.
16. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the relevant stock Exchange(s) by the stock broker. In case where defaulting sub broker / 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) by the stock broker.
17. The stock broker, the sub-broker or 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 at their respective addresses mentioned below. 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.
18. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate the agreement by giving a notice in writing of not less than one month.
19. This agreement shall forthwith terminate;
  - (i) 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;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the stock exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the agreement governing the client and stock broker shall continue to be in force as it is, unless the client intimate to the stock broker or the stock broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
20. 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 Bye laws of the relevant stock exchange that may be in force from time to time.
21. 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 therefrom.
22. 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.
23. 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 such court 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.

24. 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, member shall be entitled to cancel the respective contract(s) with client(s)
25. 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.
26. The client agrees to immediately notify the stock broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker/sub broker at the time of opening of the account or at any time thereafter.
27. 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.
28. In addition to the specific rights set out in this Agreement, the stock broker, the sub-broker and the client shall be entitled to exercise any other rights which the stock broker, sub broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
29. The stock broker and the sub-broker hereby undertake 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 they shall not disclose the same to any person/authority except as required under any law/regulatory requirements: Provided however that the stock broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.

30. 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.
31. 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.

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.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the member, the sub-broker and the client.

Name of Client : .....

Title/Designation of Client : .....

Signature of Client :

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Name/Trade Name of Sub-broker : .....

Title/Designation of Sub-broker : .....

Signature of Sub-broker :

Name/Trade Name of Stock Broker : .....

Title/Designation of Stock Broker : .....

Signature of Stock Broker :

Name and address of 1st witness :

Signature of 1st witness

Name and address of 2nd witness :

Signature of 2nd witness

## **(vii) COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET FUTURES & OPTIONS AND CURRENCY DERIVATIVE SEGMENT (NSE / BSE)**

This document is issued by the member of the National Stock Exchange of India (hereinafter referred to as "NSE") / The Stock Exchange, Mumbai (hereinafter referred to as "BSE") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities and F&O Segments of NSE/BSE. All prospective constituents should read this document before trading on Capital Market/Cash Segment or F&O segment of the Exchanges. NSE/BSE/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/BSE/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange (s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/BSE and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/BSE, its Clearing Corporation/Clearing House and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must 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 security or derivative being traded on NSE/BSE.

It must be clearly understood by you that your dealings on NSE/BSE through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/BSE and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/BSE or its Clearing Corporation/Clearing House and in force from time to time.

NSE/BSE does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of NSE/BSE and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorise someone to trade for you, you should be aware of or must get acquainted with the following :-

### **I. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)**

#### **I.1 Risk of Higher Volatility :**

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings, There may be normally greater volatility in thinly traded securities/contracts than in active securities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### **I.2. Risk of Lower Liquidity :**

Liquidity refers to the ability of market participants to buy and/or sell securities / contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

##### **I.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading**



strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

### 1.3 Risk of Wider Spreads :

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / contracts. This in turn will hamper better price formation.

### 1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. The placing of such orders (e.g., "stop loss" order, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

### 1.5 Risk of New Announcements :

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

### 1.6 Risk of Rumours:

Rumours about companies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.

### 1.7 System 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 execution or confirmation.

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

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position 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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

### 1.8 System/Network Congestion:

Trading on NSE/BSE 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 the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted order, these represent a risk because of your obligations to settle all executed transactions.

**2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-**

**2.1 Effect of "Leverage" or "Gearing"**

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions, For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**2.2. Risk of Option holders**

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 2. The exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

**2.3 Risks of Option Writers**

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- 3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, in the case with all investment

in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

### 3. GENERAL

#### 3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be

pro-rated in the same manner as cash for purpose of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-I enclosed with this document.

3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of the securities through the mechanism provided by NSE/BSE.

3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI. I hereby acknowledge that I have received and understood this risk disclosure statement and appendix-I containing my rights and obligations.

3.6 The Trading member is doing proprietary (Pro) trading apart from clients trading in all stock exchanges i.e. NSE/BSE/MCX-SX

I hereby acknowledge that I have received and undersigned this risk disclosure statement and Annexure-I containing my rights and obligations.

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Date 

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Customer Signature

(If partner, Corporate, or other Signatory, then attest with company seal.)

## ANNEXURE - I

### (viii) INVESTOR'S RIGHTS AND OBLIGATIONS

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/BSE and the scheme of the Investor's Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE /BSE or its Clearing Corporation/ Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the NSE/BSE and/or SEBI:
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration No., which may be verified from SEBI. The details of all members of NSE/BSE and whether they are enabled to trade may be verified from NSE/BSE website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com))
- 1.3.2. Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3. Furnish all such details in full as are required by the member as required in "Known Your Client" form, which may also include include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/NSE at any time, as is available with the investor.

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- 1.3.4. Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5. Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6. Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.7. Facility of Trade Verification is available on NSE/BSE website ([www.nseindia.com](http://www.nseindia.com) / [www.bseindia.com](http://www.bseindia.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/BSE.
- 1.3.8. Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/BSE or its Clearing Corporation / clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgment towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9. In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by NSE/BSE or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investor's Grievance Cell of NSE/BSE.
- 1.3.10. Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/BSE, without delaying.
- 1.3.11. In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by NSE/BSE from time to time.
- 1.4. In case where a member surrenders his membership, NSE/BSE gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5. In case where a member is expelled member from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors, In case of a claim, relating to "transactions executed on the trading system" of NSE/BSE, ensure that you lodge a claim with NSE/BSE within the stipulated period and with the supporting documents.
- 1.6. Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/ expelled member may be payable subject to such claims being found payable under the scheme of IPF.

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Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/BSE for the purpose of acquiring and / or selling of securities through the mechanism provided by NSE/BSE.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by NSE/BSE and who holds a registration certificate as a stock broker from SEBI.
3. NSE/BSE may be substituted with names of the relevant exchanges, wherever applicable.

**(ix) MEMBER AND CONSTITUENT AGREEMENT  
(MCX-SX CURRENCY DERIVATIVE SEGMENT)**

This agreement is made and executed at .....this ..... day of ..... 20\_\_\_\_\_ between: M/s. ...., a body corporate, registered under the provisions of the Companies Act, 1956, being a member of the MCX Stock Exchange Ltd. (hereinafter called "the Exchange"), and having its registered office at ..... (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include itself in the capacity of a trading member while trading in the Currency Derivatives Segment, its 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;

(15) 

(16) 

**AND**

Mr./Ms/M/s....., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions 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 representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number **INE** ..... in the Currency Derivatives Segment.

A. 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 there under from time to time.

- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member 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
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.

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 trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
- 2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him 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 decisions and trades.
  - c. The failure of the client to understand the risks 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.
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s). The trading member is permitted in its sole and absolute discretion to collect additional margins (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 trading member 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 trading member renders to the Client.
4. The trading member 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.
5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House or Clearing Corporation or SEBI from time to time.
6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member 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.
7. The trading member 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 trading member 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's Rules / Regulations / Byelaws and circulars.
8. The client agrees to immediately furnish information to the trading member 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.
9. The trading member 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 exchange.
10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member 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.
11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
12. The trading member 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.
13. 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 Exchange(s).
14. The trading member 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.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court 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 there under.
17. 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.
18. 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.

19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member 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.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. 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 there under.
23. 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 Bye laws of the relevant stock exchange that may be in force from time to time.
24. The trading member 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 trading member may so disclose information about its his client to any person or authority with the express permission of the client.
25. The client agree that all payments due to the member broker will be made within the specified time and in the event of any delay, the member broker may refuse, at their discretion, to carry out transactions on behalf of the client. The client agree that alternatively, the member broker may, at their sole discretion, square off such transactions and the costs/losses if any, thereof shall be borne solely and completely by the client.
26. Prevention of Money Laundering : In terms of the Prevention of Money Laundering Act 15th, 2003, the Rules issued there under and the guidelines /circulars issued by SEBI regarding the Anti Money Laundering (AML Laws), all SEBI registered intermediaries are required to formulate and implement a client identification programme, verify and maintain the record of identity and address(s) of the Client and will be required to produce prescribed documents as may be notified from time to time in order to comply with KYC norms.  
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.

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

The client's Signature / Authorised Signatory

The stock broker's Signature / Authorised Signatory

(35) 

Signed by :

Signed by :

Title :

Title :

Name of the Client :

Name of the Stock Broker

**Witness**

**Witness**

I. ....

I. ....

Note : All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

(35) 

## (x) RISK DISCLOSURE DOCUMENT FOR MCX-SX CURRENCY DERIVATIVES SEGMENT

This document is issued by the member of the MCX Stock Exchange Ltd. (hereinafter referred to as "MCX-SX") which has been formulated by the Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Currency Derivatives Segments of MCX-SX. All prospective constituents should read this document before trading on Currency Derivatives Segment of the Exchange. MCX-SX/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has MCX-SX/SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading. In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in Equity shares, derivative or other instruments traded on the Stock Exchange (s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on MCX-SX and suffer adverse consequences or loss, you shall be solely responsible for the same and MCX-SX, its Clearing Corporation/Clearing House and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must 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 security or derivative being traded on MCX-SX.

It must be clearly understood by you that your dealings on MCX-SX through a member shall be subject to your fulfilling certain formalities set out by the member, which may interalia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of MCX-SX and its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by MCX-SX or its Clearing Corporation/Clearing House and in force from time to time.

MCX-SX does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member and/or sub-broker of MCX-SX and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorise someone to trade for you, you should be aware of or must get acquainted with the following :-

### I. BASIC RISKS INVOLVED IN TRADING ON THE STOCK EXCHANGE (EQUITY AND OTHER INSTRUMENTS)

#### I.1 Risk of Higher Volatility :

Volatility refers to the dynamic changes in price that securities undergo when trading activity continues on the Stock Exchange. Generally, higher the volatility of a security/contract, greater is its price swings, There may be normally greater volatility in thinly traded securities/contracts than in active securities/contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### I.2. Risk of Lower Liquidity :

Liquidity refers to the ability of market participants to buy and/or sell securities / contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / contracts purchased or sold. There may be a risk of lower liquidity in some securities / contracts as compared to active securities / contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

#### I.2.1 Buying/selling without intention of giving and/or taking delivery of a security, as part of a day trading



strategy, may also result into losses, because in such a situation, stocks may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any obligation to deliver/receive a security.

#### 1.3 Risk of Wider Spreads :

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / contracts. This in turn will hamper better price formation.

#### 1.4 Risk-reducing orders:

Most Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. The placing of such orders (e.g., "stop loss" order, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / contract, and such order gets activated if and when the stock / contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the stock reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a stock / contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

#### 1.5 Risk of New Announcements :

Issuers make news announcements that may impact the price of the securities / contracts. These announcements may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

#### 1.6 Risk of Rumours:

Rumours about companies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumours.

#### 1.7 System 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 execution or confirmation.

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

1.7.2 Under certain market conditions, it may be difficult or impossible to liquidate a position 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 due to any action on account of unusual trading activity or stock hitting circuit filters or for any other reason.

#### 1.8 System/Network Congestion:

Trading on MCX-SX 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 the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted order, these represent a risk because of your obligations to settle all executed transactions.

**2. As far as Futures and Options segment is concerned, please note and get yourself acquainted with the following additional features:-**

**2.1 Effect of "Leverage" or "Gearing"**

The amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in derivatives trading and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions, For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**2.2. Risk of Option holders**

- 1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
- 2. The exchange may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

**2.3 Risks of Option Writers**

- 1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
- 2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
- 3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, in the case with all investment

in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

### 3. GENERAL

#### 3.1 Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### 3.2 Deposited cash and property

You should familiarise yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which has been specifically identifiable as your own will be

pro-rated in the same manner as cash for purpose of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

3.3 For rights and obligations of the clients, please refer to Annexure-I enclosed with this document.

3.4 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of the securities through the mechanism provided by MCX-SX.

3.5 The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by MCX-SX and who holds a registration certificate as a stock broker from SEBI. I hereby acknowledge that I have received and understood this risk disclosure statement and appendix-I containing my rights and obligations.

3.6 The Trading member is doing proprietary (Pro) trading apart from clients trading in all stock exchanges i.e. NSE/BSE/MCX-SX

I hereby acknowledge that I have received and undersigned this risk disclosure statement and Annexure-I containing my rights and obligations.

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Date 

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Customer Signature

(If partner, Corporate, or other Signatory, then attest with company seal.)

## ANNEXURE - I

### (xi) INVESTOR'S RIGHTS AND OBLIGATIONS

- 1.1 You should familiarise yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the stock market or the broking firm's insolvency or bankruptcy.
- 1.1.1 Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2 Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of MCX-SX and the scheme of the Investor's Protection Fund in force from time to time.
- 1.1.3 Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of MCX-SX or its Clearing Corporation/ Clearing House.
- 1.2 Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3 You should exercise due diligence and comply with the following requirements of the MCX-SX and/or SEBI:
- 1.3.1 Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Exchange. All SEBI registered members are given a registration No., which may be verified from SEBI. The details of all members of MCX-SX and whether they are enabled to trade may be verified from MCX-SX website ([www.mcx-sx.com](http://www.mcx-sx.com))
- 1.3.2. Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3. Furnish all such details in full as are required by the member as required in "Known Your Client" form, which may also include include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by SEBI/MCX-SX at any time, as is available with the investor.

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- 1.3.4. Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of MCX-SX or its Clearing Corporation / Clearing House from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5. Give any order for buy or sell of a security in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6. Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order no., trade number, trade time, trade price, trade quantity, name of security, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of MCX-SX, without delaying.
- 1.3.7. Facility of Trade Verification is available on MCX-SX website (www.mcx-sx.com), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of MCX-SX.
- 1.3.8. Ensure that payment/delivery of securities against settlement is given to the concerned member within one working day prior to the date of pay-in announced by MCX-SX or its Clearing Corporation / clearing House. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgment towards what such payment is made be obtained from the member. Delivery of securities is made to the pool account of the member rather than to the beneficiary account of the member.
- 1.3.9. In case pay-out of money and/or securities is not received on the next working day after date of pay-out announced by MCX-SX or its Clearing Corporation / Clearing House, please follow-up with the concerned member for its release. In case pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investor's Grievance Cell of MCX-SX.
- 1.3.10. Every member is required to send a complete 'Statement of Accounts', for both funds and securities settlement to each of its constituents, at such periodicity as may be prescribed by time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of MCX-SX, without delaying.
- 1.3.11. In case of a complaint against a member/registered sub-broker, you should address the complaint to the Office as may be specified by MCX-SX from time to time.
- 1.4. In case where a member surrenders his membership, MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of MCX-SX, ensure that you lodge a claim with MCX-SX/NSCCL/Clearing House within the stipulated period and with the supporting documents.
- 1.5. In case where a member is expelled member from trading membership or declared a defaulter, NSE/BSE gives a public notice inviting claims, if any, from investors, In case of a claim, relating to "transactions executed on the trading system" of MCX-SX, ensure that you lodge a claim with MCX-SX within the stipulated period and with the supporting documents.
- 1.6. Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable first out of the amount vested in the Committee for Settlement of Claims against Defaulters, on pro-rata basis if the amount is inadequate. The balance amount of claims, if any, to a maximum amount of Rs. 10 lakhs per investor claim, per defaulter/ expelled member may be payable subject to such claims being found payable under the scheme of IPF.

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Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of MCX-SX for the purpose of acquiring and / or selling of securities through the mechanism provided by MCX-SX.
2. The term 'member' shall mean and include a member or a broker or a stock broker, who has been admitted as such by MCX-SX and who holds a registration certificate as a stock broker from SEBI.
3. MCX-SX may be substituted with names of the relevant exchanges, wherever applicable.

## (xii) POLICIES & PROCEDURE

### a) Policy for Penny Stock

A stock that trades at a relatively low price and market capitalization. These types of stocks are generally considered to be highly speculative and high risk because of their lack of liquidity, large bid-ask spreads, small capitalization and limited following and disclosure. Depend on the market condition and RMS policy of the company RMS reserve the right to refuse to provide the limit in Penny stocks and losses if any on account of such refusal shall be borne by client only.

### b) Setting up client's exposure limits

The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). 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 the stock broker's risk perception and other factors considered relevant by the stock broker including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the stock broker's trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in securities through the stock broker, or it may subject any order placed by the client to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.

We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception. Client may take benefit of "credit for sale" i.e. benefit of share held as margin by selling the same by selecting Delivery option through order entry window on the trading platform, the value of share sold will be added with the value of deposit and on the basis of that client may take fresh exposure.

In case of exposure taken on the basis of shares margin the payment is required to be made before the exchange pay in date otherwise it will be liable to square off after the pay in time or any time due to shortage of margin.

c) **Applicable brokerage rate :-** Brokerage will be charged within the limits prescribed by SEBI/Exchange.

### d) Imposition of penalty / delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for non making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate upto 2% per month.

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.

### e) The right to sell client's securities or close clients' positions, without giving notice to the client, on account of non-payment of client's dues

Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations.

The client shall ensure timely availability of funds/securities in form and manner at designated time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on account of such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc, for margin or other purpose the benefit of shares due to received under Bonus, Stock split, Right issue etc will be given when the shares is actually received in the stock broker designated demat account.

In case the payment of the margin / security is made by the client through a bank instrument, the stock broker shall be at liberty to give the benefit / credit for the same only on the realization of the funds from the said bank instrument etc, at the absolute discretion of the stock broker. Where the margin / security is made available by way of securities or any other property, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the stock broker may deem fit in its absolute discretion.

The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charges levied by the exchange(s).

**f) Shortages in obligations arising out of internal netting of trades**

Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock broker from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:

- a) The Short delivering client is debited by an amount equivalent to 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
- b) If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange + 10% where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange Debits and Credits.
- c) In cases of securities having corporate actions all cases of short delivery of cum transactions which cannot be auctioned on cum basis or where the cum basis auctioned on cum basis or where the cum basis auction payout is after the book closure/record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.

**g) Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client**

We have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non making of payment for their payin obligation/outstanding debts.

**h) Temporarily suspending or closing a client's account at the client's request**

On the request of the client in writing, the 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 the request of the client in writing, the 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.

**i) Deregistering a client :-** Notwithstanding anything to the contrary stated in the agreement, the stock broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Stock broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the Security;
- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;

- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

Inactive Client account: - Client account will be considered as inactive if the client does not trade for period of one year. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the shares/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. I/we understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. I/We shall be fully liable and responsible for any such problem/fault.

**Client Acceptance of Policies and Procedures stated hereinabove:**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the broker, provided the change is informed to me / us with through any one or more means or methods. I/we agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

**DOCKET - B**  
**(xiii) INTERNET TRADING LETTER**

To,

.....  
.....  
.....

**Sub : Internet Trading**

Sir,

We wish to trade through internet on **National Stock Exchange/Bombay Stock Exchange** and confirm that we are fully aware of and understand the risks associated with availing of a service of routing orders through internet including the risk of misuse and unauthorized use of our Username and or Password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorisedly routing order on behalf of us through the System. We agree that we shall be fully liable and responsible for any and all unauthorized use and misuse of our Password and/or Username and also for any and all acts done by any person through your ITORS system on our Username in any manner whatsoever.

We hereby confirm you to send our Username and Password on the below mentioned e-mail address.

E-mail Address : \_\_\_\_\_

Thanks and best regards

Signature <sup>(40)</sup>  \_\_\_\_\_

For : \_\_\_\_\_

Name : \_\_\_\_\_

Trading Code : \_\_\_\_\_

Mobile No. \_\_\_\_\_



**(xiv) SUPPLEMENTARY MEMBER CLIENT AGREEMENT (BSE)  
(ITORS TRADING)**

This supplemental agreement ("this Agreement") is executed at DELHI on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_

**BETWEEN**

M/s. \_\_\_\_\_, a company/body corporate incorporated under the provision of the Companies Act, 1956 having its registered office at \_\_\_\_\_, hereinafter referred to as "**the Member**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

**AND**

\_\_\_\_\_, an individual, having his/her office at \_\_\_\_\_, hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the OTHER PART;

**OR**

M/s. \_\_\_\_\_, a sole proprietary concern/HUF Concern of Mr./Ms./Mrs. \_\_\_\_\_, having its principal office at \_\_\_\_\_, hereinafter referred to as "**the client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor's heirs, executors, administrators and legal representatives) of the OTHER PART;

**OR**

M/s. \_\_\_\_\_, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at \_\_\_\_\_, hereinafter referred to as "**the Client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and its/his/her/their respective heirs, executors, administrators and legal representatives) of the OTHER PART;

**OR**

M/s. \_\_\_\_\_, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at \_\_\_\_\_, and a branch office in \_\_\_\_\_ at \_\_\_\_\_, hereinafter referred to as "**the client**", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the OTHER PART;

**WHEREAS:**

- (i) The Member is a member of Bombay Stock Exchange Ltd. ("**the Exchange**") and is also registered with the Securities & Exchange Board of India ("SEBI") as a Stock Broker with SEBI Registration No. INB.....
- (ii) The Client is a client/constituent of the Member, and the Member and the Client have entered into a Member-Client Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in accordance with the model agreement prescribed by SEBI ("**the Main Member-Client Agreement**");
- (iii) The Member offers and/or proposes to offer the ITORS Service to its clients; and the Clients desires to avail of the Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Member and the Client desire to enter into this Supplemental Agreement to the Main Member-Client Agreement in order to record the agreement between them relating to the Member's ITORS Service to be availed of by the Client.

## IT IS HEREBY AGREED BETWEEN THE MEMBER AND CLIENT as follows:

### I. Definition:

- 1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:
- (i) **"the Exchange"** means Bombay Stock Exchange Ltd. and includes a segment of the Exchange.
  - (ii) **"Exchange Provisions"** means the Rules, Bye-laws, Regulations, Business Requirement, specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
  - (iii) **"ITORS"** means Internet Based trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Member-brokers over the internet.
  - (iv) **"ITORS Account Application"** means the application submitted by the Client to the Member to permit the Client to avail of the Member's ITORS Service.
  - (v) **"ITORS Service"** or **"Service"** means the service offered by the Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's ITORS System.
  - (vi) **"Member's ITORS System"** or **"Member's ITORS WebSite"** means the website hosted by the Member on the internet through which the Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the Website.
  - (vii) **"Password"** means an alphanumeric code used by the Client to validate his/her username and access the Service.
  - (viii) **"SEBI"** means the Securities & Exchange Board of India.
  - (ix) **"Username"** means an alphanumeric login identification used by the Client for accessing the Service.
- 1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
- 1.4 In this Agreement, unless the context otherwise requires, references to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
- 1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

### 2. Agreement to provide and avail of the itors service:

The Member agrees to provide the Member's ITORS Service to the Client, and the Client, and the Client agrees to avail of the Member's ITORS Service on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Member's ITORS Web Site.

### 3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Member's ITORS System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.

- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Member in writing with full details if:
  - (i) he discovers or suspects unauthorised access through his Username, Password or Account,
  - (ii) he notices discrepancies that might be attributable to unauthorised access,
  - (iii) he forgets his password or
  - (iv) he discovers a security flaw in the Member's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's ITORS System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse for the Password.

#### **4. TRANSACTIONS AND SETTLEMENTS:**

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 4.3 the Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.

- 4.4. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ITORS System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
- 4.6 In case of a market order, the Client agrees that the will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's ITORS System.

## **5. MARGIN:**

The Client agrees and undertake to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's ITORS Service.

## **6. CANCELLATION REQUESTS**

- 6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative contract(s) with the Client.

## **7. BROKERAGE, COMMISSIONS AND FEES**

- 7.1 The Client agrees to pay the member brokerage, commission, fees, services tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transaction, and the services that he receives from the Member.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

## **8. CONFIRMATIONS**

Online confirmation will be available to the Client upon execution cancellation of an order placed by him through the Member's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions of cancellations.

## **9. INVESTMENT ADVICE**

- 9.1 The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of a security or investment.
- 9.2 The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
- 9.3 The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
- 9.4 The Client assumes full responsibility with respect to his investment decisions and transactions.

9.5 The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## **10. SUPPLEMENTAL TO MAIN MEMBER - CLIENT AGREEMENT :**

This Agreement is supplemental to, and does not supersede, the Main Member-Client Agreement. Save the except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's ITORS Website, the provisions of the Main Member-Client Agreement shall apply *mutatis mutandis* to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's ITORS Service.

## **11. REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the Member that :

- 11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's ITORS Service to the Client on the basis, inter alia, of the statements made in the Client's ITORS Account Application.
- 11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals etc. which are susceptible to interruptions and dislocations; and the Member's ITORS Service may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.
- 11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
- 11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
- 11.5 The Client shall abide by the Exchange Provisions and the terms of the Member's ITORS Website in force from time to time.
- 11.6 Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

## **12. REPRESENTATIONS AND WARRANTIES OF THE MEMBER :**

The Member represents and warrants to the Client that :

The Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Member has applied/proposes to apply to the Exchange to approve the said ITORS System and the Member will commence the Member's ITORS Service only after the Exchange has approved the Member's ITORS System.

## **13. MARKET DATA**

- 13.1 The Client understand that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market date or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information said, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**14. NOTICES**

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addresses at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

**To the Member at :**

Name of the person concerned : .....  
Address : .....  
Fax # : .....  
e-mail : .....

**To the Client at :**

Name of the person concerned :  
Address :  
Fax # :  
e-mail :

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins maintenance calls and other similar matters in the ordinary course of dealings between the Member and the Client may be communicated orally.

**15. EXTRAORDINARY EVENTS**

The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rullings, suspension or trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Member's control.

**16. AMENDMENT TO AGREEMENT**

The Client understands and agrees that the Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Member's ITORS Website) at any time and from time to time, without prior notice.

**17. TERMINATION OF AGREEMENT :**

17.1 The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

**18. SEVERABILITY**

In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provisions to the greatest extent possible.

**19. WAIVER**

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provisions of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**20. LAW AND JURISDICTION**

20.1 This Agreement shall be governed by the construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

20.2 This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-laws, Regulation and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**21. DISPUTE RESOLUTION**

Any claim dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

SIGNED SEALED AND DELIVERED

By the with named Member

.....

Through the hands of its : Director/Authorized Signatory

SIGNED SEALED AND DELIVERED

By the with named Client \_\_\_\_\_

Through the hands of its \_\_\_\_\_

(30) 

in the presence of ...

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address : .....  
.....  
.....

in the presence of ...

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(xv) SUPPLEMENTARY AGREEMENT BETWEEN STOCK BROKER & CLIENT (NSE)**

(This agreement forms part and parcel of the agreement between stock broker and client)

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ between M/s. ....  
(member of **National Stock Exchange of India Ltd.**) with SEBI Registration No. : INB/INF/INE.....)  
hereinafter called MEMBER and having its registered office at .....  
..... and \_\_\_\_\_ a individual/company/trust/firm or  
any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having its  
residence/registered office at \_\_\_\_\_.

WITNESSTH :

Whereas the MEMBER is registered as TRADING MEMBER of National Stock Exchange of India Ltd. with SEBI Registration No.: INB/INF/INE .....

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Byelaws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objective relevant to the services to be provided.

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitation on that liability and the capacity in which it acts.

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 provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER may close out the transaction of the client and client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. The agreement entered into between the MEMBER and the CLIENT shall terminated by mutual consent of the parties at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The CLIENT is aware that authentication technologies and strict security measures are required for the 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.
6. The CLIENT agreed 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/MEMBERS/EXCHANGE end.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
8. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within \_\_\_\_\_ (time period as specified by the Client) from time to time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.



9. The CLIENT is aware that the MEMBER has provided on the web site 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 to discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Delhi 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.

Terms and Conditions in details are as under :

**USER NAME AND PASSWORD:**

1. The Client will be entitled to a username and password, which will enable him to access the Member's internet trading through order routed system for availing of the Service.
2. The Client is aware that the Member's internet trading through order routed system itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
3. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's internet trading through order routed system using the Client's Username and/or Password whether or not such person was authorised to do so.
4. The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
5. The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's internet trading through order routed system and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's internet trading through order routed system on the Client's Username in any manner whatsoever.
6. The Client shall log off from the internet trading through order routed system at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.
7. Without prejudice to the provisions of Clause above, the Client shall immediately notify the Member in writing with full details if:
  - (a) he discovers or suspects unauthorised access through his Username, Password or Account,
  - (b) he notices discrepancies that might be attributable to unauthorised access,
  - (c) he forgets his password or
  - (d) he discovers a security flaw in the Member's internet trading through order routed system.

In any of the above events specified in Clause above, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's internet trading through order routed system to discontinue the use of the Client's old Password and the Member's internet trading through order routed system shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse for the Password.

## **TRANSACTIONS AND SETTLEMENTS:**

1. All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's internet trading through order routed system via the Client's Username shall be deemed to have been given by the Client.
2. The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
3. the Member may from time to time impose and vary limits on the orders which the Client can place through the Member's internet trading through order routed system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Member's internet trading through order routed system on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.
4. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's internet trading through order routed system, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
5. The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
6. In case of a market order, the Client agrees that the will receive the price at which his order is executed by the exchange's computer system; and such price may be different from the price at which the security is trading when his order is entered into the Member's internet trading through order routed system.

## **MARGIN:**

The Client agrees and undertake to immediately deposit with the Member such cash, securities or other acceptable security, which the Member may require as margin. The Client agrees that the Member shall be entitled to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange. The Member shall also be entitled to require the Client to keep permanently with the Member a margin of a value specified by the Member so long as the Client desires to avail of the Member's internet trading through order routed system.

## **CANCELLATION REQUESTS**

1. When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.
2. The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
3. The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative contract(s) with the Client.

## **BROKERAGE, COMMISSIONS AND FEES**

1. The Client agrees to pay the member brokerage, commission, fees, services tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transaction, and the services that he receives from the Member.
2. A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

## **CONFIRMATIONS**

1. Online confirmation will be available to the Client upon execution cancellation of an order placed by him through the Member's internet trading through order routed system. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions of cancellations.

## INVESTMENT ADVICE

1. The Client acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of a security or investment.
2. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
3. The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Member shall not be liable or responsible for the same.
4. The Client assumes full responsibility with respect to his investment decisions and transactions.
5. The Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

## SUPPLEMENTAL TO MAIN MEMBER - CLIENT AGREEMENT :

1. This Agreement is supplemental to, and does not supersede, the Main Member-Client Agreement. Save the except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Member's internet trading through order routed system Website, the provisions of the Main Member-Client Agreement shall apply *mutatis mutandis* to the extent applicable to dealings between the Member and the Client pursuant to or otherwise relating to the Member's internet trading through order routed system.

## REPRESENTATIONS AND WARRANTIES OF CLIENT

The Client represents and warrants to the Member that :

1. All the information provided and statements made in the Client's internet trading through order routed system Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's internet trading through order routed system to the Client on the basis, inter alia, of the statements made in the Client's internet trading through order routed system Account Application.
2. The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals etc. which are susceptible to interruptions and dislocations; and the Member's internet trading through order routed system may at any time be unavailable without further notice. The Member and the Exchange do not make any representation or warranty that the Member's ITORS Service will be available to the Client at all times without without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's internet trading through order routed system or Service or the Exchange's service or systems for any reason whatsoever.
3. The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.
4. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.
5. The Client shall abide by the Exchange Provisions and the terms of the Member's internet trading through order routed system Website in force from time to time.
6. Any instructions given by an authorised representative of the Client to the Member (or to the Member's representative) shall be binding on the Client.

## REPRESENTATIONS AND WARRANTIES OF THE MEMBER :

The Member represents and warrants to the Client that :

1. The Member's internet trading through order routed system has been approved by the Exchange. Where the internet trading through order routed system has not been approved by the Exchange, the Member has applied/proposes to apply to the Exchange to approve the said internet trading through order routed system and the Member will commence the Member's internet trading through order routed system only after the Exchange has approved the Member's internet trading through order routed system.

**MARKET DATA**

- 1. The Client understand that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise. The Client understands that the Exchange does not guarantee the timeliness, sequence, accuracy or completeness of market date or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete or dated data or information said, if the Client acts on the basis of the same, he shall do so at his own risk and cost.
- 2. The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**NOTICES**

- 1. Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addresses at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below:

**To the Member at :**

Name of the person concerned : .....

Address : .....

Fax # : .....

e-mail : .....

**To the Client at :**

Name of the person concerned :

Address :

Fax # :

e-mail :

**EXTRAORDINARY EVENTS**

- 1. The Member and/or its agents will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rullings, suspension or trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Member's control.

**AMENDMENT TO AGREEMENT**

- 1. The Client understands and agrees that the Member may discontinue his internet trading through order routed system in part or in its entirety and change the terms of the Service (including the terms on the Member's internet trading through order routed system Website) at any time and from time to time, without prior notice.

**TERMINATION OF AGREEMENT :**

- 1. The Client agrees that the Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Member to give advance notice of such termination or suspension to the Client.
- 2. The Client may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Member.
- 3. The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.
- 4. The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

**SEVERABILITY**

- 1. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal for any reason, this Agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provisions to the greatest extent possible.

**WAIVER**

- 1. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this Agreement shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provisions of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.

**LAW AND JURISDICTION**

- 1. This Agreement shall be governed by the construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause above, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedigns in relation to the Agreement.
- 2. This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-laws, Regulation and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**DISPUTE RESOLUTION**

Any claim dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction or this Agreement shall be subject to the grievance redressal procedure of the Exchange and shall be subject to the arbitration procedure as prescribed by the Exchange Provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

**SIGNED SEALED AND DELIVERED**

By the with named Member  
.....

Through the hands of its : Director/Authorized Signatory

(30) 

in the presence of ...

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address : .....  
.....  
.....

**SIGNED SEALED AND DELIVERED**

By the with named Client \_\_\_\_\_  
Through the hands of its \_\_\_\_\_

in the presence of ...

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(xvi) RUNNING ACCOUNT AUTHORISATION**

Date.....

.....  
.....  
.....

I/We are dealing through you as a client in Capital Market and/or Future & Option segment and/or Currency segment and/or Interest Rate future Segment & in order to facilitate ease of operations and upfront requirement of margin for trade. I/We authorize you as under:

1. I/We request you to maintain running balance in my account & retain the credit balance in any of my/our account and to use the unused funds towards my/our margin/pay-in/otherfuture obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation unless I/we instruct you otherwise.
2. I/We request you to retain securities with you for my/our margin/pay-in/other-future obligation(s) at any segment(s) of any or all the Exchange(s)/Clearing corporation, unless I/We instruct you to transfer the same to my/our account.
3. I/We request you to settle my fund and securities account ? Once in every calendar Quarter or ? Once in a calendar Month or such other higher period as allowed by SEBI/Stock Exchange time to time except the funds given towards collaterals/margin in form of Bank Guarantee and/or Fixed Deposit Receipt.
4. In case I/We have an outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by the exchanges.
5. I/We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it, as the case may be at your registered office. After that I/We shall have no right to dispute the transaction, funds and/or securities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or securities.
6. I/We confirm you that I can revoke the above mentioned authority by giving 15 working days notice in writing to you.

Thanking you

Yours faithfully,

(Signature)

Client Name:

Client Code:

**(xvii) AUTHORISATION FOR ELECTRONIC CONTRACT NOTE**

.....  
.....  
.....

Date.....

I/We have been/shall be dealing through you as may/our broker on the Capital Market and/or Futures & Options Segments. As my/our broker i.e. agent I/We direct and authorize you to carry out trading/dealings on my/our behalf as per instructions given below.

I/We understand that, I/We have the option to receiver the contract notes in physical form or electronic form. In pursuance of the same, I/We hereby opt for receipt of contract notes in electronic form. I/We understand that for the above purpose, you are required to take from the client “an appropriate email account” for you to send the electronic contract notes. Accordingly, please take the following email account(s)/email id on your record for sending the contract notes to me/us.

1. ....


2. ....

I/We also agree that non-receipt of bounced mail notification by you shall amount to delivery at my/our email account(s)/ email id(s).

I/We agree not to hold you responsible for late/non-receipt of contract notes sent in electronic form and any other communication for any reason including but not limited to failure of email services, loss of connectivity, email in transit etc.

I/We agree that the log reports of your dispatching software shall be a conclusive proof of dispatch of contract notes to me/us and such dispatch shall be deemed to mean receipt by me/us and shall not be disputed by me/us on account of any nonreceipt/ delayed receipt for nay reason whatsoever.

I/We understand that I am required to intimate any change in the email id/email account mentioned herein above needs to be communicated by me through a physical letter to you, provided however that if I/We am/are an internet client then in that.

Signature: (30) 

Client Name:

  
(30)

(xviii) LETTER OF AUTHORITY

Client Name : \_\_\_\_\_

Client Code : \_\_\_\_\_

Date : \_\_\_\_\_

.....  
.....  
.....

Dear Sir,

**Sub: Letter of Authority - CASH/F&O/Currency Derivative Segment of NSE/BSE/MCX-SX**

I/We are dealing in securities with you at NSE/BSE/MCX-SX in Cash, Derivative & Currency Segment and in order to facilitate ease of operations, I/We authorise you as under :

1. I/We authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other exchanges and/or against the value of cash margin or collateral shares provided to you by us.
  2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contract notes issued by you.
  3. I/We hereby authorise you to keep all the securities which we give you in margin including the payout of securities received by us for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and / or taking loan against the same of meeting margin/ pay - in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
  4. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards our margin/future obligations at any or both the Exchanges unless I/We instruct you otherwise. I/We also authorize you to debit the necessary demat charged from time to time, for keeping the shares in your client demat beneficiary account on my/our behalf. I/We also authorise you to debit the financial charges @ 2% p.m. for the debit balances if any, in my/our account and not settled as per the exchange requirements.
  5. I/We request you to retain Securities in your Demat account for my/our margin/future obligations at all Exchanges, unless I/We instruct you to transfer the same to my/our account.
  6. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
  7. I/We will collect from your office Contract Notes, Bills, Securities, etc. as per our convenience.
  8. I/We request that you may send/despatch me/us contract notes other documents through E-mail : on my/our designated e-mail address of \_\_\_\_\_.
- We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me/us and will not dispute the same.
9. I/We will inform you the change my/ our my e-mail, if any, in future either by regd. post or through a digitally signed e-mail.





10. I/We authorize Mr./Ms. \_\_\_\_\_ to deal/transact on my/our behalf and to place order, give instructions, make and receive payments of securities and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my/our behalf which I/we can do and I/we the undersigned to hereby agree and declare and confirm that all the acts, and things done by him/her or his/her substitutes shall be my/our acts, deed and things validity done by me/us to all intents and purposes.
- 11 . Trading of all Exchanges is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or note processing buy or sell Orders either in part or in full. I/ We agree that I/ We shall be fully liable and responsible for any such problems / fault .
12. I/We confirm that I/we will never sublet the trading terminal on any term of connectivity, from my/our place to any other place without your prior approval.
13. I/We am/are agreeable for inter-settlement transfer of securities towards settlements.
14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
15. All fines/penalties and charges livied upon you due to my acts/deeds or transactions may be recovered by you from my account/
16. I/We have a Trading As well as depository relationship with ..... Please debit the charges relevant with depository services from my/our trading account on monthly basis. I/We also agree to maintain the adequate balance in my trading account / pay adequate advance fee for the said reasons.

Yours faithfully,

(10) 

**(xix) FORMAT OF LETTER TO BE OBTAINED FROM THE BANK FOR VERIFICATION**

Dated :

To  
 .....  
 .....  
 .....

Dear Sir,

This is to certify that the savings / current account no. \_\_\_\_\_ of Mr./Ms./M/s. \_\_\_\_\_ held jointly with Mr./Ms./M/s. \_\_\_\_\_ with our branches has been active since \_\_\_\_\_ years/months and the operations of the account has been satisfactory.

We further confirm that the photograph herein bears true likeness to the identity of the above mentioned person & that the address of the person is an given below :

bank stamp  
 across  
 photograph


(12)   
 Signature of Client

Name, Signatures of the Branch Manager

Signed in my presence and Attested

Stamp of the Bank and the Branch

Signature of Branch Manager

**(xx) DECLARATION TO BE GIVEN BY THE PROPRIETOR OF SOLE PROPRIETORSHIP FIRM**

(To be obtained on Pre-Printed Letter Head of the firm)


To  
 .....  
 .....  
 .....

Dated :

Dear Sir/Madam

I refer to the trading account opened with you in the name of ..... and declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary

account no. .... with the depository ..... opened in the name of the undersigned who is the sole proprietor of the firm. 

I agree that the obligation for shares purchased and/or sold by the firm will be handled and completed through transfer (s) to/from the above mentioned account. I recognize and accept transfer made by you to the aforesaid beneficiary account as completion of obligations by you in respect of trade executed in the above trading account of the firm.

Further I, the undersigned, am the sole proprietor of the firm and am solely responsible for the liabilities thereof. I shall advice you in writing of any change that take place in the constitution of the firm and will be personally liable to you for all the obligation that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

The cheques/DDs (electronic/physical) shall be issued by me from my individual account with any bank and the amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s..... with your company.

Yours truly,

Name of the Proprietor: \_\_\_\_\_ 

(13)   
 Signature of the Proprietor

**(xxi) POWER OF ATTORNEY**  
**(To be executed on Rs. 100/- Stamp Paper)**

This Power of attorney is executed on this.....day of .....20..... between:

I / We \_\_\_\_\_ (hereinafter referred to as “client(s)”) S/o \_\_\_\_\_ residing at/Registered Office at \_\_\_\_\_ of the One Part,

AND

..... (hereinafter referred to as “.....”), a Company duly incorporated under the Companies Act, 1956 and having its Registered Office at ..... of the Other Part,

RECITALS

WHEREAS ..... is providing various securities related services which inter alia includes but not limited to transaction in connection with purchase or sale of securities, scrips, stocks etc. .... is a member of Bombay Stock Exchange, bearing SEBI registration no. INB/INF ..... and also a member of National Stock Exchange of India Limited bearing SEBI registration no INB/INF .....

WHEREAS I/We hold a Beneficiary account, bearing Client ID/BO ID \_\_\_\_\_ with ..... a Depository Participant (DP ID – NSDL IN....., CDSL –.....) in order to avail the various services being offered by .....

NOW THESE PRESENTS WITNESSES THAT due to exigency and paucity of time I/We do hereby jointly and severally nominate, constitute and appoint ....., acting through their respective Director(s), employees or such other person as may be authorized by them by way of Resolution, whether passed in a meeting of the Board of Directors or any Committee formed by the Board, for the aforesaid and various other purposes, as my/our true and lawful attorney to do, execute and perform severally the following acts, deeds, matters and things:

1. To operate the specified aforementioned Beneficiary Account(s) and issue instructions relating to dematerializing or rematerializing shares and securities, freezing of accounts and to sign and execute delivery instruction slip to effect transfer of shares / securities from my / our beneficiary account, to execute receipt instructions, pledge instructions, pledge closure instructions and all such other instructions that may be required to facilitate the transactions undertaken by me/us pursuant to the Member Client Agreement.
2. To instruct the Depository Participant to debit securities and/or to transfer securities from the aforementioned Beneficiary Account with ..... for the purpose of delivering the same to the Clearing House of the recognized Stock Exchange toward any segment in respect of the securities sold by me/us through them.
3. To do all such acts, deeds, things as may be required to ensure that all deliveries of securities arising out of transactions undertaken by me/us under the Agreement are duly and properly completed.
4. To charge/debit my/our account(s) towards charges/fees/amounts/margin etc, payable to ..... by virtue of my/our using any of the facilities/services provided by .....
5. To do all such other acts or deeds which ..... in its sole discretion considers necessary in this connection on order to complete the transaction(s).

That the present Power of Attorney is irrevocable till the satisfaction of all amounts/dues payable by me/us to ..... towards the aforementioned purposes.

I / We do hereby for myself, my heirs, executors and administrators do hereby agree to ratify, confirm and validate all and whatsoever my said Attorney shall do or purport to do or cause to be done by virtue of these presents.

This Power of Attorney shall be subject to the jurisdiction of the Courts in Delhi.

SIGNED AND DELIVERED BY

Name \_\_\_\_\_ Signature \_\_\_\_\_

Name \_\_\_\_\_ Signature \_\_\_\_\_

We Accept

For .....

(Authorised Signatory / Directors)

Address.....

In presence of

1. Witness Signature \_\_\_\_\_

2. Witness Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

**(xxii) DECLARATION FOR MOBILE NO.**

I,.....having PAN No.....do hereby declare that my mobile no. is..... Further, I authorize ..... that the same may be used for giving me any information/alert/sms/call.

I further declare the above mentioned statement is true and correct.

.....

(Signature of Client)

Name :

Client Code :

Address :

Phone No.:

Date :

Verified by (to be done by .....)

Name of Employee.....

Signature.....

Date.....

**(xxii) CLIENT DEFAULTER DECLARATION**

Dated : \_\_\_\_\_

I, \_\_\_\_\_ having PAN no. \_\_\_\_\_

do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration/statement is true and correct.



**(Signature of Client)**

Name:

Client Code:

Date:

Signature: (37)

Client Name:

[Note: To be signed by person himself/herself not to be signed by his/her attorney/authorised person etc.]

(39)

## Do's and Don'ts while dealing in securities market

Dear Client

You are requested to go through carefully and understand the following do's and don'ts before you start dealing in securities market :

### DO's : PRE-ACCOUNT OPENING

1. Always deal with market intermediaries registered with SEBI/Exchanges.
2. It is very important that one should make himself/herself familiar with the rules, regulations, byelaws and circulars issued by Stock Exchange/SEBI before entering into and/or carrying out any transaction.
3. Transact only through Stock Exchanges.
4. Please carry out due-diligence before registering as client with any intermediary. Client should carefully read and understand the contents stated in the Risk disclosure document, which forms part of investor registration requirement for dealing through brokers in stock market.
5. Clear all your doubts by raising your queries with the Relationship Manager prior to opening an account.

### DON'Ts : PRE-ACCOUNT OPENING

1. Do not start trading until you have read and understood the Risk Disclosure Documents and Member-Client Agreement.

### DO's : ACCOUNT OPENING

1. Please read and understand and thereafter execute the Member-Client Agreement with Globe, setting out the terms and conditions clearly.
2. Enter accurate and complete details in the form, fill up all fields. Do not leave any spaces blank.
3. All information provided should be factually correct and accurate since this will form the basis of your relationship with .....
4. Read and understand every document in the Registration kit carefully before signing.
5. Please provide accurate Email ID, Client ID, DP ID, Mobile Number, Contact Details and Bank account number.
6. The correspondence address should always be updated.
7. Submit your Permanent Account Number (PAN)
8. Understand the utility of maintaining a running account before signing the authorization for the same. Maintaining a Running Account with us is not compulsory.
9. Ensure that all details are correctly mentioned in the welcome letter sent by Globe after account opening.

### DON'Ts : ACCOUNT OPENING

1. Do not sign the Member-Client Agreement without clearing your doubts in respect thereof.
2. Do not fill in writing or incomplete details. Do not overwrite, cancel, misspell the details.

### DO's : PRE-TRADING

1. Adopt trading / investment strategies commensurate with your risk bearing capacity, as all investments carry risk, the degree of which varies according to the investment strategy adopted.
2. Assess the risk-return profile of the investments as well as the liquidity and safety aspects before making and/or acting upon your investment decision.
3. Make investments based on your sound reasoning, after taking into account all publicity available information, fundamentals and information made available.
4. Check the veracity of the information available.
5. Access the websites of Companies and Regulators for information.
6. Keep copies of the Member Client Agreement and your trading account related documents.
7. Familiarize yourself with the rules, regulations and circulars issued by stock exchanges/SEBI before carrying out any transaction.
8. Ask all relevant question and clear your doubts with your broker before transacting.
9. Please be informed that there are no guaranteed returns on investment in stock markets. Investment in Capital Market are subject to market risk.
10. Ensure that you have adequate balance before you buy.
11. Ensure that you are holding securities before you sell.
12. Exercise due caution while trading in illiquid shares or penny stocks or Z, T2T category stock.

### DON'Ts : PRE-TRADING

1. Do not trade in any product without knowing and/or understanding the associated risks and rewards.
2. Do not influenced by information which is not originating from an appropriate source.
3. Do not believe any promises made about Assured Returns by ..... employees or Sub-Broker or Authorized Persons or Marketing Associates.
4. Do not rely on any implicit/explicit promise made by the issuer or any third party or returns.
5. Do not be influenced into buying fundamentally unsound companies (penny stocks) based on sudden spurts in trading volumes or prices or non-authentic favorable looking articles/stories.
6. Do not match / synchronize trade with any other person for any thinly traded shares.
7. Do not be misled by rumors circulating in the market.
8. Do not indulge in any trading activity which results in disturbance of market equilibrium in any manner including manipulation of price of any scrips.
9. Do not follow the herd or play on momentum it could turn against you.
10. Do not be misled by so called hot tips.
11. Do not undertake deals for others or trade on your own name and then issue cheques from family members/friend accounts.
12. Do not pay in cash or do not issue a cheque in name of any employee of ..... or any other person in respect of the transaction.
13. Do not get carried away by luring advertisements, if any.
14. Do not try to time the market.
15. Do not leave signed blank delivery instruction slips (DIS) of your depository account lying around carelessly or with anyone.
16. Do not sign blank DIS and keep them with Depository Participant or broker to save time. Remember your carelessness can be your peril.
17. Do not invest based on bull run of the market index/scrips of other companies in same industry/issuer company.
18. Do not start trading before reading and understanding the Risk Disclosure Documents.
19. Don't get misled by guarantees of repayment of your investments through postdated cheques.

### DO's : TRADING

1. Call on the landline numbers of your local branch and give clear and unambiguous instructions while placing orders over the phone. In case our visit the branch office, kindly give your orders in writing.
2. Be vigilant in your transactions.
3. Be aware of the risk associated with you Cash Market and Futures & Options positions in the market and margin calls on them. In case of inadequate margin or nonpayment or margin in your account, your positions will be squared off by the Risk Management Team.
4. Please bear in mind that while it is our endeavor to inform you in case of a margin call, it is your responsibility to maintain margins ..... will square up outstanding position in case of shortfall in margin and delay in payments.
5. Maintain secrecy of your password in case of Internet trading, since you will be solely responsible for all transactions effected from its usage.
6. Maintain secrecy of your password in case of Internet trading, since you will be solely responsible for all transactions effected from its usage.
7. If at any point of time you received response for resetting password against request which has not been made by you, please call us at ..... Customer Care Helpdesk immediately.
8. Following is the procedure for handling short deliveries in case the seller client fails to deliver securities in our Pool account within specified pay-in time limit against his/her pay-in/selling obligations :

Client Signature :



(49)

- (a) The short delivering client is debited by an amount equivalent to 10% above the closing rate of the day prior to Pay-in/Pay-out 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 is debited to the short delivering seller client along with the reversal entry of provisional amount debited earlier.
- (b) If securities can not be purchased from market due to any force majeure condition, the short delivering seller client is debited at the closing rate + 10%. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchange debits and credits.

### DON'Ts : TRADING

1. Do not give instructions which are not clear. they should be given verbally over recorded phone lines or in writing.
2. Do not forget to take note of risks involved in the investment.
3. Do not reveal your password to any other person.
4. Do not engage your self in any activity which is in the nature of intermediary such as sub-broker without proper registration with SEBI/Exchanges.

### DO's : POST TRADING

1. Insist and ensure that for every executed trade your received duly signed contract note form your broker, highlighting the details of the trade, trade time and number, transaction price, brokerage along with your unique client-id, broker's name. Please note that the details or every executed trade are posted on our website ..... in the form of digital contract notes on a daily basis. Access the website, wherever possible and satisfactory yourself in respect thereof.
2. Verify all details in contract notes, immediately on receipt. If you find any discrepancy, write to us at .....
3. Check you email account mentioned in the 'Know Your Client' form daily. All your account related information including trade confirmation, Contract Notes and margin calls will be emailed to you.
4. Crosscheck details of your trade with details as available on the Exchange website.
5. Insist on periodical statement of accounts for your scrutiny.
6. Pay the margin within the prescribed time. Collect/pay, your mark to market margins, on your positions, on a daily basis, from/to your Broker.
7. Ensure receipt of payment/deliveries within one working day of payout.
8. Deliver the shares in case of sale or pay the money in case of purchase before the pay-in day.
9. For payments, issue only crossed account payee cheque/DD/PO in name of ..... Please ensure to write your full name on the back of the cheque & sign so as to disallow incorrect to any other account.
10. In case of disputes, please write to us at .....
11. Client should deliver, securities for pay-in in our pool account and for margin in our beneficiary account only. Management shall not be responsible for any delivery or securities to any third party demat account including demat accounts of our sub brokers, employees, business development representative and business partners etc. our sub broker, employees, business development representative and business partners etc.

### DON'Ts : POST TRADING

1. Do not make/take payment in cash.
2. Do not believe if an Globe Capital Market Ltd. representative tells you that margins are not required or payments on time need not be made.
3. Do not hesitate to approach ..... helpdesk. .... Helpdesk can be contacted at : ..... E-mail : .....
4. Do not delay payment/delivered of securities to Broker/Sub-Broker.
5. Do not accept unsigned contract notes or signed by an unauthorized person.
6. Do not pay more than the agreed brokerage to the intermediary.
7. Do not sign blank delivery instruction slip(s) while meeting security payin obligation.
8. Do not accept unsigned contract note or contract note signed by any unauthorized person.
9. Don't forego taking due documents of transactions, in good faith even from people whom you know.

### DO's : DEPOSITORIES

1. Handle Delivery Instruction Slips (DIS) Books issued to you carefully.
2. Insist that the DIS numbers are pre-printed and your account number (client id) be pre-stamped.
3. While sending securities for demat, record the distinctive number of the securities sent.
4. Check the demat performance of the issuer company with your DP before deciding to send depository participant.
5. Scrutinize minutely both the transaction and the holding statements that you receive from your depository participant.
6. Always mention the details like ISIN, number of securities accurately. If in doubt, contact Depository Participant or your broker.
7. Authorize any corrections, over-writing or cancellation on the instruction slips by signing against the same.
8. Ensure that all joint holders of the demat account sign the slip.
9. If there is space for multiple instructions and it is not used full, please strike out the blank space for furnishing securities details.
10. Avoid over-writing, cancellations, misspellings, changing of the name and quantity of securities.
11. In case you are not transacting frequently make use of the freezing facilities

### DON'Ts : DEPOSITORIES

1. Do not issue depository delivery instruction slip from any other family members/friends accounts. Issue the DIS only from your own depository account.
2. Do not sign blank Delivery instruction slip(s) while meeting security payin obligation.

### DISCLAIMER

The information has been compiled to present the Client with a broad understanding of the subject and is general in nature. The Contents do not purport to explain or interpret Acts, Circulars, Rules, Regulations and Guidelines. The information is not intended as a source of advertising or solicitation and the contents of the same should not be construed as legal advice, Readers should take specific advice from qualified professionals when dealing with specific situations and should not consider this as an invitation for a broker client relationship.

We make no warranty to any kind with respect to the subject matter included herein. We are not responsible for any actions (or lack thereof) taken as a result of relying on or in any way using information contained herein and in no event shall we be liable for any damage or loss resulting from reliance or use of this information. Without limiting the above we shall each have no responsibility for any act, error or omission, whether such acts, errors or omissions result from negligence, accident or any other cause.

I hereby acknowledge that I have read and understood the above Do's and Don'ts

Client Signature : (50) 

Client Name : .....

Place : .....

Date : 

D	D	M	M	Y	Y	Y	Y
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