

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, JALNA-431203

Phone : 02482-243333/243444/243555 Fax : 02482-234666

Email : dpinfo@adinathonline.com URL : www.adinathonline.com

| MODE OF TRADING (Tick only one as applicable) | | | | FIRST APPLICANT / KARTA OF HUF / SOLE PROPRIETOR / SOLE HOLDER OF DP AND TRADING ACCOUNT* |
|--|---|---|---|--|
| <input type="checkbox"/> ON LINE <input type="checkbox"/> OFF-LINE | | | | |
| | Cash Segment | Derivative Segment | Depository | |
| Bombay Stock Exchange Limited (BSE) | Adinath Stock Broking Pvt. Ltd. SEBI Regd. No. INB 011280535 | Adinath Stock Broking Pvt. Ltd. SEBI Regd. No. INF 011280535 | SEBI Regd. No. CDSL: IN-DP-CDSL-452-2008 | |
| MCX-SX (For CURRENCY DERIVATIVES SEGMENT) | INE 261280535 | | | 3.5 cm x 3.5 cm SIZE PHOTOGRAPH ONLY |

(This information is the sole property of the Adinath Stock Broking Pvt. Ltd. and would not be disclosed to anyone unless required by law or except with the express permission of the client)

To,
ADINATH STOCK BROKING PVT. LTD.
1, Runwal Complex, Opp. Hanuman Mandir,
Old Mondha, Jalna-431203.

CLEARING MEMBER
SMC GLOBAL SECURITIES LTD.
1st Floor, Dheeraj Sagar, Opp. Goregaon Sports Club,
Link Road, Malad (W), Mumbai-64.

Dear Sir,

I request you to register me as your CLIENT and enable me to trade in the cash and derivatives segments pursuant to the Agreement entered into with you. I have read the Rules, Byelaws and Regulations of the respective Exchanges pertaining to the cash and derivatives segments and hereby agree to abide by them. In this regard, I voluntarily give the following information :

A) Market Segments you wish to trade

☐ CASH/ CAPITAL MARKETS ☐ DERIVATIVES

B) Stock Exchange on which you wish to trade

☐ BSE ☐ MCX-SX ☐ OTHERS

(Pls. Fill Pg. No.4)

RESIDENT ☐ INDIVIDUAL ☐ SOLE PROPRIETOR

RESIDENT ☐ INDIVIDUAL ☐ SOLE PROPRIETOR ☐ HUF

| | | | | | | | | | | | |
|------------------------------------|--|---------------------------------|--|---------------------------------|--|-------------------------------|--|--------------------------------|--|---------------------------------|--|
| TITLE | | <input type="checkbox"/> MR. | | <input type="checkbox"/> MRS. | | <input type="checkbox"/> MISS | | <input type="checkbox"/> OTHER | | <input type="checkbox"/> SUFFIX | |
| NAME | | F | | I | | R | | S | | T | |
| NATIONALITY | | <input type="checkbox"/> INDIAN | | <input type="checkbox"/> OTHERS | | P | | L | | S | |
| PAN No. | | | | | | | | | | | |
| DATE OF BIRTH | | D | | D | | M | | M | | Y | |
| FATHER'S / HUSBAND'S NAME | | F | | I | | R | | S | | T | |
| CORRESPONDENCE ADDRESS | | | | | | | | | | | |
| LANDMARK | | | | | | | | | | | |
| PIN | | | | - | | | | STATE | | | |
| CITY | | | | | | | | | | | |
| TEL | | | | | | | | | | | |
| MOBILE | | | | | | | | | | | |
| FAX | | | | | | | | | | | |
| E-mail | | | | | | | | | | | |
| PERMANENT/FOREIGN ADDRESS (if NRI) | | | | | | | | | | | |
| LANDMARK | | | | | | | | | | | |
| PIN | | | | - | | | | STATE | | | |
| CITY | | | | | | | | | | | |
| TEL | | | | | | | | | | | |
| MOBILE | | | | | | | | | | | |
| FAX | | | | | | | | | | | |

P.N. : Whenever Correspondence address is different from Permanent address, please provide separate proof for both the addresses mentioned
Please provide separate proofs for Foreign address and address in India.

FOR HUF/SOLE PROPRIETORSHIP FIRM

NAME OF HUF/SOLE PROPRIETORSHIP FIRM

NAME OF KARTA/AUTHORISED PERSON

Date of incorporation DD MM YY YY YY

ADDRESS

LANDMARK

CITY

STATE

COUNTRY

PIN

TEL

MOBILE

FAX

E-MAIL

Notes :

1. In case of Sole Proprietorship a declaration in Annexure 2 has also to be completed and attached
2. In case of HUF applicants, a declaration in Annexure 3 has also to be filled in signed.

PROOF OF IDENTITY

(Please provide photocopy of any one)

☐ PAN CARD
(COMPULSORY)

☐ VOTER ID

☐ PASSPORT

☐ DRIVING LICENCE

* The Proofs should be Valid for atleast Next 2 Months. Date of Expiry DD MM YY YY YY

PROOF OF ADDRESS

(Please provide photocopy of any one)

☐ PASSPORT

☐ DRIVING LICENCE

☐ RATION CARD

☐ VOTER ID

☐ BANK STATEMENT

☐ BANK VERIFICATION LETTER
(ORIGINAL)

☐ RENT AGREEMENT

☐ TELEPHONE BILL

☐ ELECTRICITY BILL

☐ BANK PASSBOOK

* The Proofs should be Valid for atleast Next 2 Months. Date of Expiry DD MM YY YY YY

The Proofs should not be more than 2 Months old

BANK ACCOUNT DETAILS OF SOLE/FIRST HOLDER

BANK NAME

(THROUGH WHICH TRANSACTIONS WILL BE ROUTED)

BRANCH ADDRESS

ACCOUNT NUMBER

MICR NO.

(9 digit code)

ACCOUNT TYPE

SAVINGS ☐

CURRENT ☐

OTHERS ☐

Please provide any one of the following

- a) Photocopy of the cancelled cheque having the name of the Account Holder where the cheque book is issued
- b) Photocopy of the Bank Statement having name and address of the BO and not more than 3 months old
- c) Photocopy of the Pass Book having name and address of the BO
- d) Letter from the Bank showing details of Account.

Note: In case of option b), c) and d), MICR Code of the branch should be present / mentioned on the document and it should be self certified by the BO.

Do you wish to receive dividend / interest directly in to your bank account given above through ECS? ☐ Yes ☐ No

DEMAT ACCOUNT DETAILS

Depository Participant's Name

(through which transactions will be routed)

CDSL ☐

NSDL ☐

DP ID

CLIENT ID

PROOF OF EXISTING DEMAT ACCOUNT (Please provide photocopy of CLIENT MASTER & DP STATEMENT)

1. The name and DP account number should be the same as information filled in the application form. DP statement should clearly show DP-ID and Client ID.

EDUCATIONAL QUALIFICATION

☐ UNDER GRADUATE

☐ GRADUATE

☐ POST GRADUATE

☐ PROFESSIONAL

OCCUPATION

Service

☐ CENTRAL GOVT.

☐ STATE GOVT

☐ PUBLIC/PRIVATE SECTOR

☐ NGO

☐ STATUTORY BODY

☐ PROFESSIONAL

☐ BUSINESS

☐ STUDENT

☐ SELF EMPLOYED

☐ RETIRED

☐ HOUSEWIFE

☐ OTHERS (SPECIFY)

NATURE OF BUSINESS

IF EMPLOYED / SELF EMPLOYED

NAME OF EMPLOYER / ESTABLISHMENT

OFFICE ADDRESS

LANDMARK

PIN

STATE

CITY

COUNTRY

TEL

MOBILE

FAX

E-mail

INCOME RANGE

ANNUAL INCOME IN RS.

☐ < 1 LAC☐ 1 - 5 LACS☐ 5 - 10 LACS☐ 10-25 LACS☐ > 25 LACS

ARE YOU A TAX ASSESSEE ?

☐ NO☐ YES

IT CIRCLE / WARD / DISTRICT

INVESTMENT/TRADING EXPERIENCE

☐ NO PRIOR EXPERIENCE☐ YEARS IN STOCKS☐ YEARS IN DERIVATIVES☐ YEARS IN OTHER INVESTMENT RELATED FIELDS

PRIMARY PURPOSE OF DEALING IN EQUITIES

☐ INTRADAY TRADING☐ POSITIONAL TRADING☐ INVESTMENT

DERIVATIVES

☐ TRADING☐ HEDGING

REGISTRATION WITH OTHER BROKER MEMBER (If registered with multiple brokers, provide details for all).

NAME OF THE BROKER

NAME OF EXCHANGE

CLIENT CODE NO.

Please give details of any action taken by SEBI/Stock Exchange/ any other authority for violation of Securities Laws/other economic offences

REFERENCES

Introduced by another constituent / Director or employee of ADINATH GROUP / any other person (please specify)

NAME OF THE INTRODUCER

SIGNATURE ✓

NAME OF THE EMPLOYEE WHO INTERVIEWED THE CLIENT

DESIGNATION OF THE EMPLOYEE WHO INTERVIEWED THE CLIENT

SIGNATURE OF THE EMPLOYEE : ✓

DECLARATION

I/We hereby declare that all the information and particulars given by me/us in this application are true and correct to the best of my/our knowledge and belief. I/We agree to immediately inform you if there is any change in any of the information given in this application or in the Annexure(s) to this application. I/We also declare and agree that if any of the above statements are found to be incorrect or false or misleading or any information or particulars have been suppressed or omitted there from, I/We am/are to be debarred from doing business in the Cash and Derivatives segments. I/We also agree to furnish such further information as you or the Exchange may require from me/us from time to time and I/We agree that if I/We fail to give such information, you shall have the right to cancel my/our registration and you or the Exchange shall have the right to debar me/us from doing business in the Cash/Derivatives Segments of the Stock Exchange. I/We declare that the above mentioned Demat beneficiary account has been opened by me/us with the Depository and I/We authorise you to transfer the shares purchased by me/us to the above Demat beneficiary account.

SOLE / FIRST HOLDER

NAME

SURNAME

SIGNATURE ✓

PLACE

DATE

FOR NON INDIVIDUAL CLIENTS

1. Name of the Company / Firm _____

2. Constitution _____

3. Registered office Address _____

_____ CITY _____

PIN _____ STATE _____ COUNTRY _____

TEL NO. (O) _____ FAX/TELEFAX _____

1. Address for Correspondence _____

_____ CITY _____

PN _____ STATE _____ COUNTRY _____

TEL NO. (O) _____ FAX/TELEFAX _____

E-Mail Address : _____

5. Date of incorporation / formation : _____

6. Date of Commencement of Business : _____

7. Nature of Business : _____

8. Registration number (with ROC, SEBI or any Government Authority) : _____

9. Details of PAN _____

10. Names of Promoters / partners / Karta and Residential Address

1. _____

2. _____

3. _____

4. _____

5. _____

11. Names of Whole Time Directors and Residential Address :

1. _____

2. _____

3. _____

4. _____

5. _____

12. Names and Designation of person authorized to deal in currency derivatives on behalf of the company/firm/others and the residential address :

1. _____

2. _____

3. _____

4. _____

5. _____

13. Details of any action taken by SEBI/Stock Exchange/any other authority against the constituent or its partners/promoters/whole time directors / authorized person in charge of deal in securities/derivatives for violation of securities laws/other economic offences.

14. BANK AND DEPOSITORY ACCOUNT DETAILS :

BANK NAME

(THROUGH WHICH TRANSACTIONS WILL GENERALLY BY ROUTED)

BRANCH ADDRESS

ACCOUNT NUMBER

MICR NO. RTGS/NEFT/IFSC

ACCOUNT TYPE ☐ SAVING ☐ CURRENT ☐ NRE ☐ NRO

(Copy of a cancelled Cheque leaf/Pass Book / Bank Statement containing name of the constituent should be submitted).

15. DEPOSITORY PARTICIPANT NAME (Through which securities will be routed)

Name:

Address:

B. O. Account No.

16. INVESTMENT / TRADING EXPERIENCE

☐ NO PRIOR EXPERIENCE ☐ YEARS IN STOCK ☐ YEARS IN DERIVATIVES ☐ YEARS IN OTHER INVESTMENT RELATED FIELDS

17. TRADING PREFERENCE

A. Stock Exchanges on which you wish to trade (if the member is registered for such Exchanges) :

1.
2.
3.

B. Market segments you wish to trade (if the member is registered for such segment) :

1. Capital Market Segment ☐
2. F & O Segment ☐
3. Debt Market Segment ☐
4. Currency Derivatives Segment ☐

BROKERAGE AND STATUTORY CHARGES FOR TRADING ACCOUNT

Further, I agree to the following terms of doing business

| Segment | Sq off % | | Sq. off Min (ps) | | Settlement % | | Settlement Min (ps) | Delivery % | Delivery Min (ps) |
|-------------------------------|----------|------|------------------|------|--------------|------|---------------------|------------|-------------------|
| | Buy | Sell | Buy | Sell | Buy | Sell | | | |
| MCX-SE Currency Futures | | | | | | | | | |
| BSE Cash | | | | | | | | | |
| BSE F & O | | | | | | | | | |

The above given brokerage will be exclusive of the following charges

| | BSE Cash | BSE F & O |
|---------------------|----------|-----------|
| Transaction charges | 0.00393% | 0.0005% |
| Sq. up Stamp Duty | 0.002% | 0.002% |
| Del. Stamp Duty | 0.01% | Nil |
| STT | Actual | Actual |
| SEBI Fees | Actual | Actual |

Note :

- Inter settlement/DP transaction charges arising out of purchase / sell transactions effected by constituents will be debited to Trading A/c.
- Service Tax (presently @ 12.36% on brokerage), STT, Stamp Duty & Other Levies shall be payable in addition to the brokerage as in force from time to time.
- The above charges are subject to change by the regulatory authorities or Government agencies.

Signature of the Client ✓

[Signature Box]

Name of the Client

[Name Field]

Date

[Date Field]

Place

[Place Field]

AGREEMENT BETWEEN MEMBER AND CLIENT

BSE

This Agreement is made and executed on this _____ day of _____, 20____ between:

M/s. ADINATH STOCK BROKING PVT. LTD., a company incorporated and registered under the Companies Act, 1956 and having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jaha-431203, 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 legal successors and assignees), of the One Part;

And

Mr./Ms./M/s _____, an Individual / a sole proprietary concern / HUF / 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 / Karta of HUF / 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 Member is in the business of offering various services to its clients and client is interested in availing of such services from Member.

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

1. STOCK BROKING SERVICES

- 1.1 Whereas the Member is registered as the Member of The Bombay Stock Exchange Ltd. Mumbai (BSE) (herein after referred to as the Exchange or "BSE") with SEBI registration number **INB 011280535** for Cash segment and **INB 011280535** for derivatives segment respectively.
- 1.2 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, Bye-laws and Regulations of the Exchange and circulars issued thereunder from time to time.
 - 1.2.1 "Mode of Trading" means the client decision to deal in securities contract, through the terminal of the Trading Member on the BSE either on line or off line.
 - 1.2.2 "Off line" means placing of order/s through the sub-broker or directly to the member on the trading terminal situated at the dealing office.
 - 1.2.3 "On Line" means placing of order/s on the Internet Service provided by the member through the web site of the Member.
- 1.3 Whereas the client has satisfied itself of such capability of the Member before executing orders through the Member.
- 1.4 Whereas the Member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objective relevant to the services to be provided; and
- 1.5 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 limitations, the liability and the capacity in which the Member acts.
- 1.6 WHEREAS the Member and the client agree to be bound by all the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder and Rules & Regulations by SEBI and relevant notifications of Government authorities as may be in force from time to time.
- 1.7 Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the following terms and conditions:
 - 1.7.1 The client agrees to immediately notify the Member in writing if there is any change in the information in the 'client registration form' provided by the client to the Member at the time of opening of the account or at any time thereafter.
 - 1.7.2 The 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:
 - I. The client has read and understand the risks involved in trading on a stock exchange.
 - II. The Client shall be wholly responsible for all his investment decisions and trades.
 - III. 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.
 - IV. The client is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 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 as within the stipulated time.
 - V. 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.
- 1.7.3 The Client agrees to pay to the 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. The Member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and byelaws of the relevant stock exchange/SEBI.
- 1.7.4 The client agrees to abide by the exposure limits, if any, set by the Member or by the Exchange or Clearing Corporation or SEBI from time to time.
- 1.7.5 **Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amount, 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 /close-out shall be charged to and borne by the client.**
- 1.7.6 The 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 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/Exchanges Rules/Regulations/Bye-laws and circulars.
- 1.7.7 The client agrees to immediately furnish information to the 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.
- 1.7.8 The 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 relevant stock exchange.
- 1.7.9 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, 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.
- 1.7.10 The Member 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.
- 1.7.11 The Member shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad deliveries norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.

- 1.7.12 The Member 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.
- 1.7.13 The Client and the Member 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.
- 1.7.14 The 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.
- 1.7.15 Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the Exchange. 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) proprietor as the case may be, shall also be communicated to the exchange.
- 1.7.16 The 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.
- 1.7.17 The Member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
- 1.7.18 The Member 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.
- 1.7.19 The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
- 1.7.20 Where the Exchange cancels trade(s) suo moto all such trades including the trade(s) done on behalf of the client shall *void ab initio* stand cancelled.
- 1.7.21 This agreement shall forthwith terminate, if the Member for any reason ceases to be a Member of the stock exchange including cessation of Membership by reason of the Member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
- 1.7.22 The 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 representative or successors, as the case may be.
- 1.7.23 In addition to the specific rights set out in this Agreement, the Member and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, byelaws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.
- 1.7.24 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 therein in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.
- 1.7.25 The provisions of this agreement shall always be subject to Government notifications, any rules, regulation, 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.
- 1.7.26 The 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 Member may so disclose information about its/client to any person or authority with the express permission of the client.
- 1.7.27 The Client dispenses with the requirement of sending any communication in physical form. Any communication sent by the Member in electronic form to the known E-mail address of client or through access to the web-site of Member described in this agreement shall be binding on the client.
- 1.7.28 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.
- 1.7.29 Terms and conditions governing broking services can be altered, amended and/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations or SEBI or Byelaws, 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 the parties mentioned in this agreement. Provided further that Member may communicate any changes to the agreement in writing or by electronic form to the client. Such changes are binding on the client if no objection has been received by the Member within 30 days from the date of such communication.

VOLUNTARY

2. INTERNET TRADING SERVICES AND CALL & TRADE SERVICES (applicable only for clients opting for Internet Trading)

DEFINITIONS

- 2.1.1 "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.
- 2.1.2 "Internet Trading" means Internet based Trading through Order Routing System (ITORS), being a system approved by the Exchange for enabling clients to route their orders to their Trading Member(s) over the internet.
- 2.1.3 "Internet Trading Account Application" means the application submitted by the Client to the Member to permit the Client to avail of the Member's Internet Trading Service.
- 2.1.4 "Internet Trading Service" or "Service" means the service offered by the Member to its clients through Website where under the clients can route their orders for purchase, sale and other dealings in securities through the Member's website.
- 2.1.5 "Member's Internet Trading System" or "Member's Internet Trading Website" means the web site hosted by the Member on the internet through which the Member offers the Internet Trading Service and includes the hardware and software used for hosting and supporting the website.
- 2.1.6 "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- 2.1.7 "SEBI" means the Securities & Exchange Board of India.
- 2.1.8 "Username" means an alphanumeric login identification used by the Client for accessing the Service.
- 2.2 Member offer/intends to offer broking through the internet or other service through website **www.adinathonline.com** (the web-site). The said web-site is owned and maintained by **M/s. Adinath Stock Broking Pvt. Ltd.** Member also offers/intends to offer Call and Trade services to the Client. Electronic broking services or call and trade services or any other services through electronic mode shall be referred to as Internet Trading services.
- 2.3 Before availing of the Internet Trading services the Client shall complete registration process as may be prescribed from time to time.
- 2.4 The client shall follow the instructions given in the web-site for registering himself as a client. Such formalities will include selection of user id, passwords, basic client information etc.
- 2.5 Member will provide the Client with a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which enable him to avail of the facilities of Internet Trading through the Member's Web site over the telephone or in any such other manner as may be permitted by the Member for availing of the services. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.
- 2.6 The client is aware that the Member's system itself randomly generates the initial password encrypts and passes on the password to the client. The client agrees and undertakes to immediately change his initial password upon receipt thereof. The client is aware that the subsequent passwords also are not known or available to the Member.

- 2.7 The services on the Web site shall be available to the registered user subject to the terms and conditions mentioned thereon.
- 2.8 The client shall be responsible for keeping the Username and trading password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the website using the Client's username and/or trading password whether or not such person was authorized to do so.
- 2.9 Without prejudice to the presents in the aforesaid clauses, the client shall immediately inform the Member of any unauthorized use or suspicion of such unauthorized use of the username, customer user identification number, T-pin number and password with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorizedly used, the transactions effected pursuant to such unauthorized use, etc.
- 2.10 The client acknowledges that he is fully aware of and understands the risks associated with availing of Internet Trading services through the internet including the risk of misuse and unauthorized use of his Username and/or trading password, T-pin number by a third party and the risk of a person hacking into the Client's trading account on the website and unauthorized routing of trade orders on behalf of the Client through the system. The client agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his trading password and/or username/T-pin number and also for any and all acts done by any person through the website using the Client's username in any manner whatsoever. Further 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 use and misuse of the trading password and/or the Client username.
- 2.11 Without prejudice immediately to the provisions of above Clause the Client shall immediately notify the Member in writing with full details if:
- 2.11.1 He discovers or suspects unauthorized access through his Username, Password or account,
 - 2.11.2 He notices discrepancies that might be attributable to unauthorized access.
 - 2.11.3 He forgets his password or
 - 2.11.4 He discovers a security flaw in the Member's Internet Trading System.
- 2.12 In any of the above events, 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 unauthorizedly 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 system to discontinue the use of the Client's old password and the Member's Internet Trading 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 of the Password.
- 2.13 The client shall be responsible for keeping the username, customer user identification number, T-pin number and password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person who so ever through the Member's system using the client's username, customer user identification number and password whether or not such person was authorized to do so. The client shall ensure that he is the only authorized user of username, customer user identification number, T-pin number and passwords. The Member shall be entitled to presume that any orders or instructions entered or communicated using the client's username, customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the Member on demand all costs, charges, damages and expenses incurred by the Member as a consequence of access and/or use of client's account, Member's system or service by any third party using the client's user name, customer user identification number, T-pin number and password.
- 2.14 The client shall log off from the website 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 be borne solely by the Client.
- 2.15 The client shall provide to the Member, a power of attorney authorizing the Member to debit/credit/block/create lien/pledge the client's depository accounts through its authorised personnel, to the extent of the transactions conducted by the client and any amount due and payable, under any head, account or name, to the Member.
- 2.16 The client shall authorize the Member to debit/credit or block his bank account in the manner as per procedure laid down in the terms and conditions and as per practices followed by the designated bank in this regard. The client also authorizes the Member to create a lien on the amount lying in his bank account in the manner specified in the terms and conditions.
- 2.17 The Client also authorizes the Member to debit charges payable to depository participant for depository services to the trading account of the Client maintained with the Member.
- 2.18 The client authorizes the Member to accept verbal / Telephonic instructions for placement / modification / cancellation of orders and expressly agrees that once the Contract Note is sent by the Member by e-mail / postal mail or courier and the same is accepted by the Client, there shall be no question in relation of execution or non-execution or in appropriate execution of any of his orders for a particular trading day.
- 2.19 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the Member's interactive voice response or other telephone system may be recorded by the Member. The client also agrees that such recording and the Member's records of any orders, instructions and communications given or made by the client or the Member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- 2.20 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 authorised representative are not revealed to any third party.
- 2.21 The client agrees that the Member shall not be liable or responsible for non-execution of the orders of the client due to any link/system failure at the client / Member/Exchange end.
- 2.22.1 The Member shall send the Contract Note and Ledger Statements to the client at the designated E-mail ID within 24 hours from the time of execution of order / trade on the BOLT/JMLITORS system, as the case may be. In addition to the e-mail ID given by the Client, Member has taken initiative to provide one E-mail ID to each client with respective "trading code" followed by the domain name "adinathonline.net". The said domain hosted on Sify Inc. server has been situated at Chennai and a link has been provided via www.adinathonline.com. The Client agrees that the information sent by Member on this E-mail ID is deemed to be a valid delivery of such information by the Member in terms of SEBI circular no. SEBI / SMD / SE / 15/2003/29/04 dt. April 29, 2003.
- 2.22.2 The Member agrees to comply with additional conditions for issuance of Electronic Contract Notes as contained in SEBI circular No. MRD/DoP/SE/Cr-20/2005 dt. 8/9/2005.
- 2.22.3 The client is aware and agree that non-receipt of boursed mail notification by the Member shall amount to delivery of The Contract Note at the e-mail ID of the Client.
- 2.23 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 the discretion to reject the execution of such orders based on his risk perception.
- 2.24 The client agrees to provide information relating to customer user identification number T-pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Member from accepting Instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Member shall be binding on the Client.
- 2.25 The orders and instructions and all contracts and transaction entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 2.26 The Member may from time to time impose and vary limits on the orders that the Client can place through the Member's Website (including exposure limits, turnover 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 website 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 order or trade in securities through the Member.

- 2.27 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 Website, 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.
- 2.28 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 clients order or may result in rejection of such order.
- 2.29 In case of a market order, the Client agrees that he 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 website.
- 2.30 The Client agrees and undertakes 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 to the Member's Internet Trading system.
- 2.31 The Client understands and agrees that the Member may discontinue his Internet Trading Service in part or in its entirety and change the terms of the Service (Including the terms on the Member's Internet Trading Website) at any time and from time to time, without prior notice.
- 2.32 The Client hereby consents to "the use of the Internet Service as a medium of communication with Member and to transmit information, data and documentation to me/us."
- 2.33 Client acknowledges that "information concerning the use, operation, policy and procedures of the Internet Service and the Account applicable at all times has been made available to me/us on the service web site, and have read and understood the terms of which may be amended from time to time and which shall be deemed to be binding on client in respect of me/ our use of the Internet Service and the Account. In the event of inconsistencies between the terms of this Agreement and the information, the terms of this agreement shall prevail."
- 2.34 Client would notify Member in writing immediately on becoming aware of any loss, theft or unauthorized use of client password, personal identification number and other user identification, Account or account number, or any unauthorized use of the Internet Service or any of the market information or data provided.
- 2.35 Client acknowledges that any information and data (including news and real time quotes) provided through the Internet Service or otherwise by telephone, electronic or other means, relating to securities and the securities markets has been obtained from securities exchanges and markets and from other third party service providers appointed by Members from time to time and who may or may not be related to Member. Client further acknowledges and accept that such information and data are or may be protected by copyright laws, and are provided by the Member for personal noncommercial use only. And Client may not use, reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit any such information or data in any way without the consent of such service providers. Such information and data are received by Members from sources that are believed to be reliable, however the accuracy, completeness, timeliness or sequence of any of the information or data cannot be guaranteed either by Member or by such service providers.
- 2.36 Client acknowledges and agree that "neither the Members nor any of the service providers will be liable to client for any reliance by client on any of the information of data provided through the Internet Service, nor for the availability, accuracy, completeness or timeliness of such information or data nor for any actions taken or decisions made by me/ us in reliance of such information or data."
- 2.37 Client acknowledges that all proprietary and copyright and other intellectual property rights in or subsisting in the Internet Service are Member's exclusive property or that of the relevant service providers, and agree and undertake that Client shall not, and shall not at any time attempt to, tamper with, modify, or otherwise alter in any way, or otherwise access or attempt to gain access to any part of the Internet Service other than as authorized under this Agreement. Client further undertakes to notify Member immediately if "I/we become aware that any of such unauthorised use or access to the Internet Service by any other person."
- 2.38 Notwithstanding any provision of this Agreement Members shall have the right exercisable at trading members absolute discretion at any time and from time to time to terminate clients access to the Internet Service or to any information or data from any service provider or any part of it, without notice and without limitation, for any reason whatsoever, including any unauthorised use by client of the service and /or of the information or data, or any password, personal identification number and other user identification or account number.
- 2.39 Client will be responsible to Member and indemnify Member on demand against all claims, demands, actions, losses, damages, costs (including legal costs) and expenses resulting from any unauthorised use by Client of the Internet Service and /or any of the information or data.
- 2.40 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.
- 2.41 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 the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- 2.42 The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving 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.
- 2.43 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.
- 2.44 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 authorised representative are not revealed to any third party.
- 2.45 The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/EXCHANGE end.
- 2.46 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.
- 2.47 The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within 24 hours from the time of execution of order/trade on the BOLT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
- 2.48 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 the discretion to reject the execution of such orders based on his risk perception.
- 2.49 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.
- 2.50 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 Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
- 2.51 Risk disclosure statement
- 2.51.1 Client acknowledges that the price of securities can and does fluctuate, and that any individual securities may experience downward movements, and may under some circumstances even become valueless. Client therefore appreciate that there is inherent risk that losses may be incurred rather than profit made, as a result of buying and selling securities.
- 2.51.2 Client also acknowledges that there are risks in leaving securities in members safekeeping. For example, if Member is holding client securities and Member becomes insolvent, Client may experience significant delay in recovering the securities.

- 2.51.3 Client acknowledges and accepts that the Internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the like used and operated from time to time by such providers and other participants. Client acknowledges that, as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the Internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorised access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including client personal data.
- 2.51.4 These are risks that Client is prepared to accept.
- 3. TRADING, SETTLEMENT AND ACCOUNTS -**
- 3.1 The client agrees that all orders placed by him for securities through the web-site shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.
- 3.2 The client agrees that all orders placed through the web-site shall be forwarded by the system to exchange. All orders placed otherwise than through the web-site shall be forwarded to the system of the Exchange through the Exchange terminals or any other order execution mechanism at the discretion of the Member.
- 3.3 All orders for purchase, sale or other dealings in securities and other instructions routed through the Members website or otherwise via the Client's username shall be deemed to have been given by the Client.
- 3.4 Online confirmation will be available to the client upon execution or cancellation of an order placed by him through the Member's system. This shall be followed by a confirmation which may be sent by postal mail or courier or electronic mail or any other electronic means after the execution of the order, trade and this shall be deemed to be valid delivery thereof by the Member. It shall be the responsibility of the client to review, immediately upon receipt, whether delivered to him online, by postal mail or by courier or by electronic mail or any other electronic means all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the client to follow up with the Member for all such confirmations that are not received by him within stipulated time.
- 3.5 The client shall bring any errors in any report, confirmation or contract note on executed trades (including execution prices, scrips or quantities) to the Member's notice in writing by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to the Member in writing via electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to the Member in writing via electronic mail or fax within twenty four hours from the time of the receipt of the first notice. In all cases the Member shall have a right to accept or reject the client's objection.
- 3.6 There may be a delay in the Member receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the Trading Member has entered into contracts or transactions on behalf of the clients. Accordingly the Member may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold the Member responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report/statements computed by or received from any exchange.
- 3.7 The client agrees that if, in any circumstances or for any reasons, the market closes before the acceptance of the Order by the Exchange, the Order may be rejected. The client agrees further, that the Member may reject Orders if the same orders are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be reprocessed, in any event.
- 3.8 The Member may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip-specific trading activities by or on an exchange and the applicability of circuit breaker to a scrip in which orders are placed.
- 3.9 The client is aware that the Member may provide a facility for reconfirmation of orders, which are larger than those specified by the Member's risk management system, and is also aware that the Member has the discretion to reject the execution of such orders based on such risk perception.
- 3.10 The client agrees further that the Member shall have the right to reject any order placed by the client for any reason and at any time without notice to the client.
- 3.11 The client agrees that, if the order is not accepted on the web-site for any reason, the Member shall have the right to treat the order as having lapsed.
- 3.12 The client is aware that the electronic trading systems either at the Exchange or in the Member's offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, Member shall be entitled to cancel relative contract(s) with the Client and shall not be able to execute the desired transactions of the client's. In such event the Member does not accept responsibility for any losses incurred that may be incurred by the Client due to such eventualities which are beyond the control of the Member.
- 3.13 The Member, may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.
- 3.14 The client agrees to abide with and be bound by all the Rules and Circulars that the Member may issue from time to time, and all rules, regulations and bylaws of the Exchange as are in force pertaining to the transaction on his behalf carried out by the Member and the orders placed by him on the web-site or any other manner.
- 3.15 The systems used by the Member for providing Internet Trading services or Call & Trade services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever if the order is processed without sufficient risk cover from the client, shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.
- 3.16 Any and all instructions issued by an authorised representative of the client shall be binding on the client in accordance with the letter authorising the said representative to deal on behalf of the client. All authentication of the authority of a client to instruct Member to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web-site.
- 3.17 Cancellation or modification of the requests:
- 3.17.1 Cancellation or modifications of an order pursuant to the clients request in that behalf is not guaranteed. The order will be cancelled or modified only if the clients request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.
- 3.17.2 The clients shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Member is received by the client. However due to technical/other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until the Member has so confirmed in writing.
- 3.17.3 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.
- 3.17.4 All the pending orders are cancelled by the exchange, after the market is closed for the day.
- 3.18 The Member shall issue contract notes in terms of the SEBI (Stock Brokers and Sub-Brokers) Rules and Regulations, 1992 within twenty four hours of the execution of the trade. Such contract note, if issued in physical form, shall be dispatched by the Member by courier/ post or through any other medium of communication at the address mentioned in this agreement or at any other address expressly informed to the Member by the Client. The Client permits the member to issue the contract note and ledger statements in digital form. Also, as the Member uploads the digital contract notes and ledger statements on the web-site www.adnitrading.com the same shall be deemed to be received by the client.
- The Client agrees that the information sent by Member on this E-mail ID and display of the same on website is deemed to be a valid delivery of such information by the Trading Member as per SEBI circular no. SEBI / SMD / SE / 15/2003/29/04 dt April 29,2003**
- 3.19 The Member shall not be responsible for the non-receipt of the trade confirmation due to any change in the correspondence address of the client not intimated to the Member in writing. The Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the client, if the client does not object in writing to any of the contents of such trade confirmation/intimation within twenty four hours to the Member.
- 3.20 The Client is aware and agree that non-receipt of bounced mail notification by the Member shall amount to delivery of the Contract Note at the E-mail ID of the client.
- 3.21 The Member may allow/disallow client from trading in any security or cases of securities or derivatives contracts and impose such conditions for trading as it may deem fit from time to time.
- 4. DEMAT ACCOUNT FOR ONLINE CLIENTS**
- 4.1 The client agrees to open, maintain and operate a valid demat account with the depository participant designated by Member.
- 4.2 The client agrees that the Member may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open a demat account with the depository participant designated by Member. The client agrees that the debit/credit for all the transactions may be effected in this account.
- 5. BANK ACCOUNTS FOR ONLINE CLIENTS :**
- 5.1 The client agrees that the Member may, at any time during the subsistence of any arrangement relating to the subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit/credit for all the transactions may be effected in this/these accounts.
- 5.2 The client agrees that the Member shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions covered under this agreement to the banks with whom it has affiliations or any other arrangement, in respect of the account of the client maintained with such bank. The client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the presents.
- 5.3 The client agrees that the Member may reveal certain information available with the Member in the course of the arrangement with the client, to the bank with whom such client agrees that he shall have no cause of action in respect of any maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.
- 5.4 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account maintained by the client with such designated bank, for any reason or informs the Member of any misdeemeanor or transgression by the client in the operation of the account or in any other circumstance resulting in the closure or inoperation of the said bank account with the designated bank, the Member may, at its discretion terminate services of the client and the client shall have no remedy therefrom.
- 5.5 The client confirms that the bank account linked to the trading account is the valid bank account of the client.
- 6. TYPE OF SERVICES OFFERED :**
- The Member agrees to provide, and the Client agrees to avail of, the following services : (a) Trading facilities (b) Such other services or products as so permitted by SEBI and the Exchange from time to time.
- 7. MARGINS :**
- 7.1 Margin on Purchase :**
- The MEMBER may require that the Client deposit interest-free margin of 25% on the price of the securities proposed to be purchased, unless the Client already has an equivalent credit with the Member.
- 7.2 Margin on Sales :**
- The member may require the Client to deposit interest free margin Of 25% of the price of securities proposed to be sold, unless the Member has received the securities to be sold with valid transfer documents to the Member's satisfaction prior to such sale.
- 7.3 Margins in Derivatives Trading :**
- In the derivatives segment, the Client is liable to pay an initial margin up-front on or before creating a position. Such margin shall be decided upon by the Member or the Exchange from time to time. Further more, the Client is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The Client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange from time to time. The Member is permitted in its sole and absolute discretion to collect additional margins even though not imposed by the Derivatives Segment, the Clearing House or SEBI and the Client shall be obliged to pay such margins.
- 7.4 Mark to Market Margin in Derivatives :**
- For derivatives contracts, the Client agrees that the Member shall raise bills on daily basis. The Client also agrees to pay an upfront margin that will be sufficient to cover the daily margins for the entire day. If at any time during the day, the cumulative Mark to Market (MTM) margin falls short of the margin available in the Client's account, the Client agrees to heed the Member's additional margin calls. As the upfront margin calls are purely for operational convenience, the Client will ensure that margins are adequate at all times and will immediately make good any shortfall that the Member may communicate.
- 7.5 Payment through Cheque :**
- In case where the payment by the Client towards the margin is made through a cheque issued in favour of the Member, any trade (s) would be executed by the Member only upon the realisation of the funds of the said cheque or at the discretion of the Member.
- 7.6 Margin in form of Securities :**
- The Client may place margin with the Member in form of securities as approved by the Member. Such securities may at the discretion of the Member be marked as lien in favour of the Member from the depository account of the Client or such securities may be placed in a separate depository account titled "Adnith Stock Broking Pvt. Ltd." to be earmarked as margin from the Client. The Client agrees and authorises the Member to determine the market value of securities placed as Margin after applying a haircut that the Member deems appropriate. The Client's positions are valued at the latest market price available ("marked to market") on a continuous basis by the Member. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Member intimates such shortfall.
- 7.7 Type of Margin :**
- The Member may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The Client accepts to comply with the Member's requirement of payment of Margin in the form of cash immediately falling which the Member may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the client as it deems fit in its discretion without further reference to the Client and any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client, and the Member is hereby fully indemnified and held harmless by the Client in this behalf.

7.8 Margin with Banks / Institutions :

The Client agrees that any securities placed by him/her as Margin may in turn be placed as margin by the Member with the Exchanges or banks or such other institutions as the Member may deem fit. The Client authorizes the Member to do all such acts, deeds and things as may be necessary and expedient for placing such securities with the Exchanges/banks/institutions as margin.

7.9. Shortfall in margins :

7.9.1 If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, all or some of the positions of the Client as well as the securities placed as Margin may be liquidated by the Member at its sole discretion, without any reference or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of securities shall be borne by the Client, and the Member is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any segment in which the Client does business with the Member.

7.9.2 The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Member intimates such shortfall in Margin to the Client, instantaneously make up the shortfall either through delivery of shares in the event of a sale or credit the required funds in the bank account via wire or personal cheque, cashier's cheque or money order or account transfer or any other mode.

7.9.3 Any reference in these terms to sale or transfer of securities by the Member shall be deemed to include sale of the securities, which form part of the Margin, maintained by the Client with the Member. In exercise of the Member's right to sell securities under the Agreement, the Client agrees that the choice of specific securities to be sold shall be solely at the Member's discretion.

7.9.4 Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the Member to the Client over telephone or in writing. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Client.

8. MAINTENANCE OF TRADING ACCOUNT :

8.1 The client has requested and hereby authorizes the Member to consider his account with the Member and/or its group/associated companies/sister concerns on a consolidated basis for the purpose of determining collection/payment of dues with respect to funds and securities due to/dues from Member and/or its group/associated companies/sister concerns. The client has represented that this will facilitate him in day-to-day operations in movement of funds and securities. The Client has represented that he has given similar instructions to the group/associated companies/sister concerns of the Member. In consideration of Member agreeing to this, the Client agrees that if any amount is overdue from/to him including the interest on delayed payment, the same shall be adjusted by the Member from dues owed to the Client by/from any of the group or affiliate / associate/sister company of the Member. Furthermore, any money owed by / from any group or affiliate/ associate/sister company of Member to / from the client shall be offset against dues owed by the client to/from Member. Thus the client authorizes the Member to make adjustments and/or to set off a part or whole of the securities placed as margin/collateral, and/or any credit in any account of the Client with sister company of the Member against the outstanding dues in any of the account maintained by the Client with the Member or with any of its group/affiliate/associate/sister companies. This authorization shall be treated as standing authorization and any entry passed or adjustments done by the Member and its group/associated companies/sister concerns to give effect to this authorization shall be binding on the Client. The Client understands and confirms that this authorization forms basis for Member to give trading limits and for any other facilities offered by the Member to the Client. Merely on the ground that the Member is required to maintain segments/brokerwise/entirety account of the Client, the client shall not dispute such entries passed by the Member. For the purpose of giving effect to this clause by the Member. For the purpose of giving effect to this clause, the Client expressly permits the Member to share information relating to the Client with its group/associated companies/sister concerns.

8.2 The Client authorizes the Member to maintain trading account on a running account basis with respect to funds and securities. Exchanges require the Member to maintain the client account for each Exchange/segment separately. For this purpose Member may allocate the payment received from client and payments made to the client to any of the account of the client for any exchange/segment. Similarly the client authorizes the Member to pass such entries to adjust the debit/credit balance of the client in trading account of one Exchange/segment to the other or vice-versa. The client also authorizes the Member to maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of client account as maintained by the Member shall be binding on the client. Without affecting the generality of the aforesaid parties hereto agree as follows:-

8.2.1 Money pay in to Member: The client agrees that all payments due to the Member will be made within the specified time and in the event of any delay, the Member may refuse, at their discretion, to carry out transactions on behalf of the client. The client agrees that alternatively, the Member may, at their sole discretion, square off such transactions or close out the position and the costs/losses if any, thereof shall be borne by the client. All payments made to the Member shall be from the account of client. All payments made to the Member shall be from the account of client and shall not be from any third party.

8.2.2 Money pay out by Member : Notwithstanding anything contained in any other agreement or arrangement, if any, between the parties hereto, the client hereby authorizes the Member to release all payments due to him from the trading account maintained with the Member, against specific request in that behalf made in the manner and following the procedure laid down in the terms and conditions. For the purpose of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Member to execute an instruction. Any payment made to the designated bank account as per information available with the Member shall be deemed to be payment made to the client.

8.2.3 Securities pay in to Member : All delivery to be effected to the Member for a trade, must be made within 24 hours from the execution of the sale order or 1 day before the pay-in-date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Member as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debts/penalty charges, if any incurred as a result of no-delivery of securities on the settlement date on the Exchange. No third party shares will be sold through the Member or third party payment should be made to Trading Member, and client will be solely responsible for any violation. If the client has sold any securities in anticipation of receipt of securities from the exchange against purchase in previous settlements, such sale shall be at the sole risk as to costs and consequences thereof of the client.

8.2.4 Securities pay out by Member : The Member may directly credit the demat account of the client with the depository participant or maintain the securities account with the Member on running account basis. Provided that if the order placed by the client through the web-site or otherwise is for securities which are in the non-delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Member may withhold the credit of securities to the demat account of the client. However the client authorizes the Member to withhold the securities to meet liabilities of client to the Member under this agreement.

8.2.5 Securities shortages in pay in and pay out : The client agrees to be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Member either through orders placed through the use of the internet or Internet Trading services and Call & Trade services of the Member or otherwise as may be issued by the Member from time to time. In case of internal shortage of securities, any entry passed to the account of client in accordance with practice consistently followed by the Member across all its Clients shall be binding on the Client. Further in case of shortage of securities, the Client authorizes the Member to borrow shares on behalf of the Client and debit the charges for the same to the Client's account maintained with the Member.

8.2.6 Member is entitled to consider any sum of money or security lying to the credit of the Client as margin received.

9. REPRESENTATIONS AND WARRANTIES :

9.1 The client hereby warrants that he is capable of executing the present agreement and that the terms of the presents are not in contravention of any rights of any party with whom such client has any arrangements, at any time prior to the execution of this Agreement.

9.2 The client agrees that he is trading for his own account and shall not act as a Sub-broker of the Member without the prior written permission of the Member and without obtaining the certificate of registration from the Securities and Exchange Board of India (SEBI).

9.3 Though the agreement has been divided into sections governing transactions in various segments/ services, the agreement shall be binding on the parties in its entirety. Entering into this agreement governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of client with the Member.

9.4 The client warrants that he has, maintained and operates a valid account with a designated bank for execution of orders through the Internet Trading facilities or otherwise. The client states that he has opened/ agrees to open a valid and subsisting Demat account with the depository participant.

9.5 The client agrees to provide and continue to provide all details about themselves as may be required by the Member including but not restricted to PAN Number or Unique Identification Number (issued by SEBI) and states that all details and facts represented to the Member are true.

9.6 The client represents and warrants to the Member that all the information provided and statements made in the clients 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 Member's service to the client on the basis inter alia, of the statements made in client's account application.

9.7 The client is aware and acknowledges that the trading over the internet, through computers involve many uncertain factors and complex hardware, software, systems, communication lines peripherals etc., which are susceptible to interruption and dislocation and the Member's services may at any time be unavailable without further notice. The Member and the Exchanges do not make any representation or warranty that the Member's services will be available to the client at all times without any interruption. The client agrees that he shall not have any claim against the Exchanges or the Member on account of any suspension interruption, non availability or malfunctioning of the Member's system or service or Exchange's system or service for any reason what so ever.

9.8 The Member states that it has complied with and will continuously comply and if not complied proposes to comply with all statutory and regulatory to offer the Internet Trading services through the Web-site www.adinathonline.com and for dealing in cash and derivative segment of the exchange.

9.9 The client warrants that all or any securities deposited by him with the Member in respect of margin requirements or otherwise, are owned by him and that the title thereof is clear and free of encumbrances.

9.10 The Client understands 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 data 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 and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

9.11 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.

10. FEES AND BROKERAGE, DEFAULT BY THE CLIENT, TERMINATION AND ARBITRATION, ETC. TERMS OF CONSIDERATION

10.1 COMMISSIONS AND BROKERAGE : All commissions and charges to be levied on transactions in securities pursuant to this Agreement shall be payable as mentioned below :

10.2 The Client agrees to pay the 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 transactions, and the services that he receives from the Member. The Trading Member shall charge brokerage to the Client at a rate as mentioned on the web-site or otherwise intimated and as may be mutually agreed and modified from time to time.

10.3 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 in the contract note (including a digital contract note).

10.4 USER FEES/OTHER CHARGES : The client agrees that the Member may charge user fees for the use of any other service including but not restricted to the Internet Trading services and call & Trade services, at a rate mentioned on the web-site or otherwise intimated and as may be modified from time to time. The Member may charge any other relevant charge in the manner intimated on the web-site or in any other manner from time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.

10.5 The Client also agrees and authorizes the Member, upon receipt of intimation from the designated depository participant, to debit the trading account of the client towards depository charges payable by the client to the designated depository participants and make onward payment to the designated Depository Participant.

11. DEFAULT AND CONSEQUENCES THEREOF

11.1 The client agrees that he shall be deemed to have defaulted the terms of this Agreement in circumstances including but not restricted to the following :

11.1.1 Any delay in payment of margins, charges or delivery in respect of this agreement for transactions executed on behalf of the client.

11.1.2 Any contravention of the terms contained in this Agreement or on the web site.

11.1.3 Any misrepresentation or false statement or omission or misleading information supplied by the client to the Member.

11.2 In the event of default under this agreement by the client, the Member shall be entitled to any or all of the following courses of action.

11.2.1 Immediate termination of this agreement and terminations of provision of services in terms of this agreement.

11.2.2 Other remedies as may be available in terms of the law in force, at that point of time.

11.2.3 Arbitration in terms of this agreement as defined in the Contract Note issued by the Member, subject to the Rules, Bye-laws and Regulations and usages of Bombay Stock Exchange. In the event of any claims (whether admitted or not), differences or disputes arising between Member and the Client out of these transactions, the matter shall be referred to arbitration in Mumbai as provided in the Rules, Byelaws and Regulations of the Bombay Stock Exchange Ltd.

11.2.4 Charge an amount that shall not exceed the actual losses incurred by the Member consequent to the default along with the interest at market rates.

11.3 Delayed Payment Charges

Notwithstanding anything contained in these Terms, any amounts which are overdue from the Client to the Member will be charged delayed payment charges at the rate of 1.5% per month or such other rate as may be determined by the Member and notified on the web site and the Client hereby authorizes the Member to directly debit the same to the account of the Client at the end of each month.

12. LIEN / SET-OFF

12.1 Notwithstanding anything contrary contained in this agreement, the Member shall have the unrestricted right of lien and set-off as provided in this agreement.

12.2 All the funds of the client in the bank account (for online clients) shall be subject to lien for the discharge of any all payments due to the Member from the client, or in respect of any other obligation that client may have to the Member.

- 12.3 All securities in the demat account opened in terms of this agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to the Member or to the depository participant for the client or any other obligation that the client may have to the Member or to the depository participant and may be held by the Trading Member as a security against default by the client in respect of the services already availed of by the client.
- 12.4 The enforcement of the lien aforementioned in this clause shall be at the sole and complete discretion of the Member and the Member alone may decide the securities to be sold, if any.
- 12.5 The client authorises the Member to block securities against pending order or pledge securities in favour of the Member against any of its dues, provided that this requirement may be waived by the Member, at its discretion, by suitable modification to the terms and conditions.
- 12.6 The client agrees that the Members shall have the right of set-off amongst all trading accounts maintained by the client with the Member.
- 12.7 The right of lien/set off as aforesaid shall extend to the trading accounts of the client with respect to transactions with the associated concerns, affiliates or sister concerns of the Member as though such accounts are maintained with the Member.
13. **VERIFICATION :**
Member may adopt any such processes or procedures to verify the genuineness of the client and the documents submitted by the client from time to time and client agrees to comply with such processes and procedures. Such processes and procedures may involve appointment by Member of an outside agency.
14. **INVESTMENT OR ANY OTHER ADVICE**
14.1 The client agrees that the Member shall not be required to provide the client with any form of legal, tax, investment or accounting related advice or advise regarding the suitability or profitability of a security or investment.
14.2 The client agrees that none of the services available on the web-site or through any literature or brochure issued by the Member shall amount to investment advice on the part of the Member.
14.3 The client also acknowledges that the Members 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.
14.4 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.
14.5 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.
15. **MISCELLANEOUS**
15.1 The singular shall include the plural where the context so admits and vice versa.
15.2 The masculine shall include the feminine and the neutral and vice versa.
15.3 The client agrees to abide by operational procedures laid down by Member regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the web site.
15.4 The Member may send bill, or any other information to the client through post/courier/electronic form or through any other medium of communication.
15.5 The Client agrees that if there is any change in his correspondence address / DP details / Bank account / Mobile No./ E-mail id, it shall be the responsibility of the Client to notify the Member in writing within seven days.
16. **MODIFICATIONS**
16.1 All modifications to this Agreement shall be made solely at the discretion of the Member and shall be initiated to the client by a suitable modification to the terms and conditions or other applicable section on the web-site or in any other manner.
16.2 The client agrees that a modification to the information in the terms and conditions section on the web-site or any other applicable section and a display of the modification for the duration of the applicability of such modification to the circumstances of the client, shall be sufficient notice to the client, to take note of such modification.
17. **ASSIGNMENT :**
The client agrees that the Member may at any time during the subsistence of these presents, without requirement of issuing any notice to the client, assign transfer or otherwise alienate, by executing an agreement or in any other manner, all or any of its rights and/or obligation in terms of this Agreement to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Member under this Agreement or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the client agrees to the same.
18. **NO WAIVER :**
The failure on the part of Member from taking any action against the client for any breach or breaches of the Agreement shall not constitute a waiver by the Member of any subsequent or continuing breach thereof by the client.
19. **INDEMNITY**
19.1 The Member shall be indemnified by the client in case of any action initiated against the Member by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Member may incur or become liable to apply, by reason for any event in the course of the use of the said services of the client.
- 19.2 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, the Member may close out the transaction of the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
- 19.3 The client is aware that authentication technologies and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and/or their authorised representative are not revealed to any third party. The client also agrees to Indemnify the Member from any loss, injury, claim or any action instituted against the Member arising from the misuse of the password by any party.
- 19.4 The client shall indemnify and keep indemnified the Member harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly, as a result of bad delivery of shares/ securities and/or as a result of fake/forged/stolen shares/securities/transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/ operations on the Exchange.
20. **FORCE MAJEURE :**
The Member shall not be responsible for any losses, costs, or damages resulting directly or indirectly from :
(i) any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the member's control (including floor broker, exchange, dealing or clearing house).
(ii) any war, strike, lock-out, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the member of any telecommunication or computer system;
The above Force Majeure events do not exempt the client to fulfill the obligations in his account with the client.
21. **SEVERANCE :**
In the event of any one or more of the provisions contained in this Agreement becomes invalid, illegal or unenforceable in any respect under any law for the time being in force the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be prejudiced or affected thereto.
22. **NOTICES :**
All notice, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the party to this agreement such as :
(a) by hand delivery
(b) by post
(c) by registered post
(d) under certificate of posting
(e) by telegram
(f) by electronic mail or fax
(g) by affixing it on the door at the last known business or residential address.
(h) by oral communication to the party or on the last known telephone number or on the recording machine of such number
(i) by advertising in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
(j) by notice posted on the notice board of the Exchange if no address is known.
Any communication sent by the Member to the client shall be deemed to have been properly delivered or served, if such communication is returned to the Member as unclaimed/refused/undelivered, if the same was sent in any one or more of the above modes of communication to the ordinary place of residence and/or last known web address/residing address and/or at the ordinary business address of the party to this agreement.
23. **TERMINATION :**
23.1 Unless specified otherwise, both parties shall be entitled to terminate this agreement at will and without giving any reasons to the other party but not without giving a notice in writing of not less than one month that shall be dispatched to the address mentioned in this agreement. However, such cancellation or termination shall not have any effect on any transaction (s) executed prior to the date of such notice of termination and the rights and obligations in respect of such transactions shall continue to subsist in terms of this agreement, and/or the terms and conditions as prescribed.
23.2 This agreement shall become effective on the date first written above or the commencement of first transaction, whichever is earlier and shall remain in full force unless and until terminated.
23.3 In the event of a Governmental action or action from any regulatory authorities debarbing the Member from carrying on business or rendering it impossible to transact the business or broking or Internet Trading, this agreement shall stand terminated.
23.4 The rights and obligations of the parties under this agreement which by their nature survive the termination of this agreement shall not be extinguished by the termination of this agreement.
24. **JURISDICTION :**
Subject to clause 1.7.18 hereinabove Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to these provisions.
25. **PROPRIETARY TRADING :**
The Member discloses hereinwith that it undertakes Proprietary Trading, in addition to Client based Trading.
Note: All references to the specific quantity/rate/fee mentioned in this agreement are from time to time subject to change, as so agreed to in writing between parties.

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 | |
|---|---|
| Signature | ✓ |
| Title : | |
| Name : | |
| Witness : | |
| 1. Name | |
| Sign | |
| 2. Name | |
| Sign | |

| The MEMBER's Signature/Authorised Signatory | |
|---|---|
| Signature | ✗ |
| Title : | |
| Name : | |
| Witness : | |
| 1. Name | |
| Sign | |
| 2. Name | |
| Sign | |

TRIPARTITE AGREEMENT BETWEEN MEMBER, SUB-BROKER AND CLIENT

This agreement is an Addendum to the Member - Client Agreement and to be executed only if the Client is registering through a Sub - Broker **BSE**

The Agreement (hereinafter referred to as "Agreement") is entered into on this _____ day of _____ 200____, by and between Adinath Stock Broking Pvt. Ltd. (hereinafter referred to as "The Member"), a company having its registered office at 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna-431203 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heir, 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 One 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/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(s) _____ (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

- The Member 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 011280535**
- The sub-broker states that :
 - The sub-broker is recognized by Bombay Stock Exchange Ltd. as a sub-broker affiliated to the Member of the stock exchange with sub-broker SEBI registration number(s) _____
 - The sub-broker is not affiliated to any other member of the same stock exchange.
 - The sub-broker has the necessary infrastructure like adequate office space, equipment and manpower to effectively discharge his/its activities.
- 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 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 there under from time to time. A copy of the Client Registration form is annexed hereto.
- Whereas the 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;
- Whereas the Member has taken steps and shall take steps to make the client aware of the precise nature of the Member's/sub broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the Members/sub-broker acts.

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

- The Member and sub-broker hereby acknowledge and confirm that the sub-broker is affiliated to the Member 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 Member.
- The Member, 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 Members, 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.
- The Member 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:
 - He has read and understood the risks involved in trading on a stock exchange.
 - He shall be wholly responsible for all his investment decisions and trades.
 - 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 choose to trade.
 - He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member 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 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.
 - 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.

- The Client agrees to pay to the 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 Member/ the sub-broker renders to the Client. The Member agrees that it shall not charge brokerage more than the maximum brok permissible as per the rules, regulations and by-laws of the relevant stock exchange/SEBI.
- The Member and the sub-broker agree that they shall co-operate and help each other in redressin grievances of the client in respect of transactions routed through them and in removing objections fr bad delivery or shares, rectification of bad delivery, etc. In respect of shares and securities delivered shall be delivered or received/shall be received by the clients of sub-broker from the member and vic versa.
- The Member shall continue to be responsible for replacing bad deliveries of the client in accordance wit applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled t recover any loss incurred by him in such connection from the client.
- The Member agrees that the monies/securities deposited by the client shall be kept in a separat account, distinct from his/its own account or account of any other client and shall not be used by th Member for himself/itself or for any other client or for any purpose other than the purposes mentione in SEBI Rules and Regulations circulars/guidelines/Exchanges Rules/Regulations/Bye-laws and circular
- The Member and the sub-broker agree that each of them shall ensure due protection to the clie regarding client's rights to dividends, rights or bonus shares, etc in respect of transactions route through them and they shall not jointly or severally do anything which is likely to harm the interest (the client with whom and for whom they may have had transactions in securities.
- The Member agrees to inform the sub-broker/client and keep them apprised about trading/settlemet cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsib in turn of the sub-broker/client to comply with such schedules/procedures of the relevant stock exchange
- The sub-broker will provide assistance to Member and client to reconcile their accounts at the end (each quarter with reference to all settlements where payouts have been declared during the quarter.
- The Member shall issue, individually for each client of his sub broker, contract notes in the form prescribed by the relevant stock exchange. The sub-broker shall render necessary assistance to hi client in obtaining the contract note from the Member.
- The Member, the sub-broker and the client agree to abide by any award passed by the Ombudsma under the SEBI (Ombudsman) Regulations, 2003.
- The client and the Member agree to refer any claims and/or disputes to arbitration as per the Rule Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from tim to time.
- The Member and the sub-broker hereby agree that they will assist and co-operate with each other i ensuring faster settlement of any arbitration proceedings arising out of the transactions entered int between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitrat awards made in such proceedings. In case of an award against sub-broker, if the sub-broker fails t implement the award, the Member shall be liable to implement the same and would be entitled to recove the same from the sub-broker.
- The Member and the sub-broker hereby agree that all transactions in securities on behalf of the clients c sub-broker shall be settled by delivery and/or payment, between the Member and the client in accordanc with the provisions of rules, bye-laws and regulations of the relevant stock exchange on which the transactio took place and subject to the procedures for settlement of transactions laid down by the relevant stoc exchange from time to time.
- Information about default in payment/delivery and related aspects by a client, including that of a sub-broka as a client shall be brought to the notice of the relevant stock Exchange(s) by the Member. In case wh defaulting sub-broker/client is a corporate entity/partnership/proprietary firm or any other artificial legi entity, then the name(s) of director(s)/ promoter(s)/Partner(s)/proprietor/s as the case may be shall als be communicated to the relevant stock exchange(s) by the Member.
- The Member, the sub-broker or the client shall be entitled to terminate this agreement without giving an reasons to the other party, after giving notice in writing of not less than one month to the other parties a their respective address mentioned below. Notwithstanding any such termination, all rights, liabilities an obligations of the parties arising out of or in respect of transactions entered into prior to the terminatio of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / it respective heirs, executors, administrators, legal representatives or successors, as the case may be.
- In the event of sub-broker terminating this agreement and/or termination of the agreement with the sub broker by the Member, for any reasons whatsoever, the client shall be deemed to be the direct client of th Member and all clauses in the agreement governing the client and Member shall continue to be in force a it is, unless the client intimates to the Member his/its intention to terminate the agreement by giving a notio in writing of not less than one month.
- This agreement shall forthwith terminate :
 - If the Member for any reason ceases to be a member of the stock exchange including cessatio o membership by reason of the Member's default, death, resignation or expulsion or if the certificac issued by the Board is cancelled;
 - upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with th Board or / withdrawal of recognition of the sub-broker by the stock exchange. Provided howeve in such an event the client shall be informed of such termination and the client shall be deemec to be the direct client of the Member and all clauses in the agreement governing the client an Member shall continue to be in force as it is, unless, the client intimates to the Member or th Member intimates to the client his/its intention to terminate the agreement by giving one mont notice in writing.
- 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 relevan stock exchange that may be in force from time to time.
- In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving an 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 claim losses, if any, against the estate of th client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
- Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment o margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/clos out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/losing-out shall be charged to and borne by the client.

23. The Member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bye-laws 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 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 Member/sub-broker in writing if there is any change in the information in the 'client registration form' provided by the client to the Member/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 Member 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 Member, the Sub-broker and the client shall be entitled to exercise any other rights which the Member, 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 Member 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 shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Member 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 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.
31. Words and expression which are used in this Agreement, but which are not defined therein 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 Rule 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 hereto mentioned in this agreement.
- IN WITNESS WHERE OF, 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.

| | Client | Sub Broker | Member |
|---|--------|----------------------|--------|
| Name / Trade Name | | | ⊗ |
| Title / Designation | | Authorised Signatory | |
| Sign | ✓ | | |
| Witness (1) Signature Name and Address | | | |
| Witness (2) Signature Name and Address | | | |

AGREEMENT BETWEEN TRADING MEMBER AND CLIENT

MCX-SX

This agreement is made and executed on this day of 20__ between:

M/s. ADINATH STOCK BROKING PVT. LTD., a body corporate, incorporated 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 1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna-431203, (hereinafter called "**the trading member**") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr./Ms/M s....., an individual/ a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the 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 _____ in the Capital Market Segment; SEBI registration number _____ in the F and O Segment and SEBI registration number **INE 261280535** 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 / trading 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 segment
 - 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. 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/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

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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 stock 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 relevant stock 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.

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.

| | |
|--|--|
| Client's Signature/ Authorised Signatory: | |
| | |
| Signed by : | |
| Title | |
| Name of the client : | |
| Witness : | |
| 1. | |
| 2. | |

| | |
|--|--|
| The Trading Member's Signature / Authorised Signatory : | |
| | |
| Witness : | |
| 1. | |
| 2. | |

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.

COMBINED RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET / CASH SEGMENT AND DERIVATIVES / CURRENCY DERIVATIVES SEGMENT

(TO BE GIVEN BY THE TRADING MEMBER / MEMBER TO THE CLIENT)

This document is issued by the member of Bombay Stock Exchange Ltd. (hereinafter referred to as "BSE"), and MCX Stock Exchange Ltd. (hereinafter referred to as "MCX-SX") which has been formulated by these Exchanges in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Equities, Derivatives and Currency Derivatives Segments of BSE/MCX-SX. All prospective constituents should read this document before trading on Capital Market/Cash Segment, Derivatives or Currency Derivatives Segments of the Exchanges.

BSE/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 BSE/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 BSE/MCX-SX and suffer adverse consequences or loss, you shall be solely responsible for the same and BSE/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/client 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 BSE/MCX-SX.

It must be clearly understood by you that your dealings on BSE/MCX-SX 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 BSE/MCX-SX and its Clearing Corporation/Clearing House, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by BSE/MCX-SX or its Clearing Corporation/Clearing House and in force from time to time.

BSE/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 BSE/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 authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS

1.1 Risk of Higher Volatility:

Volatility refers to the dynamic changes in price that a currency derivatives contract undergoes when trading activity continues on the Stock Exchange. Generally, higher the volatility of a contract, greater is its price swings. There may be normally greater volatility in thinly traded currency derivatives contracts than in active 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.

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell currency derivatives 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 currency derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for currency derivatives contracts purchased or sold. There may be a risk of lower liquidity in some currency derivatives contracts as compared to active 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.

1.2.1 Buying/selling without intention of giving and/or taking delivery of a currency derivative contract, as part of a day trading strategy, may also result into losses, because in such a situation, contracts 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 currency derivative 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" orders, 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 currency derivatives contract.

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.

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1.4.3 A stop loss order is generally placed "away" from the current price of a currency derivatives contract, and such order gets activated if and when the 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 currency derivative 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 News Announcements:

Issuers make news announcements that may impact the price of the currency derivatives 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 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 currency derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on BSE/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 orders, these represent a risk because of your obligations to settle all executed transactions.

2. ADDITIONAL FEATURES : 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, as is the case with all investments 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.

2.4 Currency specific risks (applicable in case of Currency Derivatives)

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

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 purposes 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-1 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 securities through the mechanism provided by BSE/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 BSE/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 Annexure-1 containing my rights and obligations.

Customer Signature

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

Date

(DD / MM / YYYY)

ANNEXURE-1 INVESTORS' 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 Currency Derivatives 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 BSE/MCX-SX and the scheme of the Investors' 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 BSE/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 BSE/MCX-SX and/or SEBI:

1.3.1 Please deal only with and through SEBI registered members of the Stock Exchanges and are enabled to trade on the Exchanges. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of BSE/MCX-SX and whether they are enabled to trade may be verified from BSE/MCX-SX websites respectively (www.bseindia.com/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 "Know Your Client" form, which may also 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/BSE/MCX-SX at any time, as is available with the investor.

1.3.4 Execute a broker-client agreement in the form prescribed by SEBI and/or BSE/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, details of currency derivative contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the 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 BSE/MCX-SX, without delaying.

1.3.7 Facility of Trade Verification is available on BSE/MCX-SX website (www.bseindia.com / 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 BSE/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 payment announced by BSE/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 acknowledgement 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 BSE/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 Investors' Grievance Cell of BSE/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 BSE/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 BSE/MCX-SX from time to time.

1.4 In case where a member surrenders his membership, BSE/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 BSE/MCX-SX, ensure that you lodge a claim with BSE/MCX-SX Clearing Corporation/ Clearing House within the stipulated period and with the supporting documents.

1.5 In case where a member is expelled from trading membership or declared a defaulter, BSE/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 BSE/MCX-SX, ensure that you lodge a claim with BSE/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 the IPF.

Notes:

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of BSE/MCX-SX for the purpose of acquiring and / or selling of currency derivatives contract through the mechanism provided by BSE /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 BSE/MCX-SX and who holds a registration certificate as a stock broker from SEBI.
3. The term "contract" refers to currency derivatives contract and the term "underlying" refers to the underlying currency of such currency derivatives contracts.

DECLARATION

(Voluntary)

I / We an individual / a sole proprietor concern / HUF / a partnership firm / a body corporate / registered under the provisions of the partnership act, 1932 / the Companies act, 1956 _____ having his / her / its residence / registered office at _____ has entered into individual Member Client Agreement, Client Registration Form, Risk Disclosure Documents, etc. for dealing in Capital Market Segment and / or Futures and Options Segment of Bombay Stock Exchange (BSE) (BSE collectively known as Exchange) on _____ and _____.

I/We hereby declare that I am a regular investor in the stock markets in India. I / We am / are conversant with the laws, Practices, rules, regulations, guidelines, Circular, etc. prescribed by the Securities and Exchange Board of India (SEBI) and Bombay Stock Exchange Limited (BSE).

I/We hereby further declare that I am holding the Shares in my Demat Account No. _____ with DP _____.

I/We hereby further declare that I/We will not give any third party shares for settlement of my obligations to the Exchange.

I/We hereby further declare that I/We will not receive or give any monies in cash or in kind for completing the settlement obligations to the Exchange.

I/We hereby further declare that I am/We are not party to any illegal practices that may be prevalent in the Stock Market.

I/We hereby further declare that I/We will not carry out any unfair trade practices such as Synchronized deals, Structured deals, Circular Trading in the Capital Market and Future and Options segment.

I/We hereby further declare that I/We will not place any order on the Exchange which will reflect as an arrangement for profit or loss transactions. All the orders placed on the exchange will be in the normal market where there is corresponding underlying securities positions in the cash or futures segment of the respective Exchange.

I hereby further declare that I am aware of the following provisions of laws applicable to the Securities Market.

A) Section 11 of the SEBI ACT, 1992 read with 11B interalia prescribed that

11(4) without prejudice to the provisions contained in such section (1) (2) 2A) and (3) of 11B, the Board may by an order for reasons to be recorded in writing, in the interests of investors or securities market, take any one of the following measures, either pending investigation or inquiry or on completions of such investigation or inquiry, namely :

(b) restrain person from accessing the securities market and prohibit any person associated with securities market to buy, sell or deal in securities.

(B) Section 4 Prohibition of manipulative, fraudulent and unfair trade practices.

(1) Without prejudice to the provisions of regulation 3, no person shall indulge in fraudulent or an unfair trade practices in securities.

(2) Dealings in securities shall be deemed to be a fraudulent or an unfair trade practices if it involves fraud and may include all or any of the following namely :

- (a) indulging in an act which creates false or misleading appearance of trading in the securities market;
- (b) dealing in a security not intended to effect transfer of beneficial ownership but intended to operate only as a device to inflate, depress or cause fluctuations in the price of such security for wrongful gain or avoidance of loss;
- (c) advancing or agreeing to advance any money to any person thereby including any other person to offer to buy any security in any issue only with the intention of securing the minimum subscription to such issue;
- (d) paying, offering or agreeing to pay or offer, directly or indirectly, to any person any money or money's worth for inducing such person for dealing in any security with the object of inflating, depressing, maintaining or causing fluctuation in the price of such security;
- (e) any act or omission amounting to manipulation of the price of a security;
- (f) Publishing or causing to publish or reporting or causing to report by any person dealing in securities any information which is not true or which he does not believe to be true prior to or in the course of dealing in securities;
- (g) entering into a transaction in securities without intention of performing it or without intention of change of ownership of such security;
- (h) Selling, dealing or pledging of stolen or counterfeit security whether in physical or dematerialized form;
- (i) an intermediary promising a certain price in respect of buying or selling of a security to a client and waiting till a discrepancy arises in the price of such security and retaining the difference in prices as profit for himself;
- (j) an intermediary providing his clients with such information relating to a security as cannot be verified by the clients before their dealing in such security;
- (k) an advertisement that is misleading or that contains information in a distorted manner and which may influence the decision of the investors;
- (l) an intermediary reporting trading transactions to his clients entered into on their behalf in an inflated manner in order to increase his commission and brokerage;
- (m) an intermediary not disclosing to his client transactions interceded into on his behalf including taking an option position;
- (n) circular transactions in respect of a security entered into between intermediaries in order to increase commission to provide a false appearance of trading in such security or to inflate or depress or cause fluctuation in the price of such security;
- (o) encouraging the clients by an intermediary to dealing in securities solely with the object of enhancing his brokerage of commission;
- (p) an intermediary predating or otherwise falsifying records, such as contract notes;
- (q) an intermediary buying and selling securities in advance of a substantial client order or whereby a future or option position is taken about an impending transaction in the same or related futures or options contract;
- (r) planting false or misleading news which may induce sale or purchase of securities.

C) I/We hereby further declare that I/We am/are aware of the provisions of the prevention of money laundering act 2002 (PMLA) as far as they concern me/us as an investor / client and I / we declare that I am / we are never convicted / barred from dealing in securities market in the past under the said Act.

(Voluntary)

Date : _____

To,
Adinath Stock Broking Pvt. Ltd.
1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna-431203.

Dear Sir,

With respect to the members client agreement executed between us, we authorise you to do the following.

Authority to debit the Demat Account Operating Charges

| | |
|-----------------------|--|
| Beneficiary Client Id | |
| Trading Account Code | |

This is to inform Adinath Stock Broking Pvt. Ltd. that :

1. I/We have a beneficiary account with Adinath Stock Broking Pvt. Ltd. (DP) with client ID as mentioned above.
2. Further I/we have a trading account with Adinath Stock Broking Pvt. Ltd. (trading code as mentioned above) for investment and trading purpose.
3. I/We find it extremely inconvenient to give cheque against your depository bills.

With respect to the above mentioned subject and consideration, I hereby authorise you to debit the trading account maintained with Adinath Stock Broing Pvt. Ltd. for the debit charges payable to Adinath Stock Broking Pvt. Ltd. as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.

Maintenance of our / my account on a running account basis

Notwithstanding anything contrary contained in the agreement between us, we/I hereby request you to maintain my account, both securities and funds, with you on a running account basis. This will facilitate me/us in our/my transactions through you. We/I also request you to consider the balance in our/my running funds and securities account with you for the purpose of margins/any other obligations due to you. In view of the above it would be proper for you to release the funds and securities due to us/ me on our/ my specific request, either written or oral. You may charge the cost of holding securities to our/my account with you.

Adjustment in different segments & Exchanges

Notwithstanding anything contrary contained in the agreement between us, I/We hereby inform you that I/We have executed/desire to execute an agreement with Adinath Commodities for trading on MCX & NCDEX and/or any other exchange in cash and derivative segment. I/We hereby request you to treat the agreement between ourselves and the agreement entered/to be entered by me/us with Adinath Commodities as co extensive and hereby authorize you to transfer, make adjustments and/or to set off a part or whole of the securities placed as margin and/or any surplus funds in any of my account(s) maintained with you against the outstanding dues payable if any, by me/us in any of my/our account(s) maintained with Adinath Stock Broking Pvt. Ltd. and Adinath Commodities or vice versa. You and/or Adianth Commodities shall have the right of lien on the credit balance in any of my/our accounts irrespective of whether it is maintained with you or with Adinath Commodities, Any entries passed by you in accordance with this authorization shall be binding on me / us.

Thanking you

Name of the client : _____

Yours faithfully,

Address : _____

Signature of the client ✓

Client Signature ✓

Client Name

Client Address

Address of the Client

Date _____

Adinath Stock Broking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jaina-431203

Dear Sir,

With respected to the member client Agreement executed between us, we authorise you to do the following :

Authority Letter

1. With regard to my Settlementwise pay-outs, please note that you may retain the credits of my account as margins for my outstanding purchases / sales positions.
2. As and when I require the money, I will be informing you of the same and on receipt of the instructions from me, you can release the amounts.
3. I also intend to keep my securities with you which I have purchased to consider as security against my exposure.
4. In case any of the securities are sold in subsequent settlements, you may take as standing instructions to adjust against our sale positions. Whenever I require the delivery I will pick up or instruct you to despatch the same.
5. In case of debit balance in my account, if it is not paid by me as per the settlement schedules you are authorized to sell at any point of time the securities purchased by me in previous settlements. If Loss/Profit occurs on this transaction it will be treated as normal sale or purchase, and I am agreeing to pay the balance amount if any.
6. I / We hereby authorize you to send all my contract notes, bills and other Delivery Position, Ledger and statement of account on my e-mail-Id and I would be bound to treat it as acknowledged if delivered in my box. I am hereby giving my / our e-mail Id for purpose, which would be considered as e-mail destination :-
My / our E-mail ID is _____
7. Transfer my/our debit/credit balance to my/our another account maintained in capital market with you.
8. I do not require separate confirmation slip for order / trade alteration/modification/cancellation/confirmation.
I request you to send all aforesaid documents in this ID.

Right to exercise Set-Off / Lien and sharing of information

I/We, _____ an individual/ a sole proprietary concern / a partnership firm / a body corporate / Trust, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956 or any relevant Act, having my / our residence / registered office at _____ (hereinafter referred to as the "Client").

That I/We, am/are a Client of Adinath Stock Broking Pvt. Ltd. and have executed a Member - Client Agreement with the aforesaid company for investing / trading in securities / permitted for dealing on the respective Exchanges and also for investing/trading in those contracts admitted/permitted for dealing on the Derivatives Market segment of the respective Exchanges.

That in respect to the aforesaid agreements, I/We hereby authorise Adinath to exercise the right to set off the balances in my/our accounts with Adinath in any segment/exchange with respect to monies and commodities, securities or other property, which Adinath may hold on my/our account, shall be held subject to a general lien for the discharge of my/our obligations to Adinath under these agreements. The right of lien and set-off conferred to Adinath by me/us are as follows :

1. All securities in the demat account opened (if any) with the depository Participant (namely BPL), and in beneficiary A/c. shall be subject to lien for the discharge of any or all payments due to Adinath from me/us or any other obligations to Adinath and may be held by Adinath as a security against default by me/us in respect of the services already availed of by me/us from Adinath.
2. The enforcement of the lien aforementioned shall be at the sole and complete discretion of Adinath.
3. I/We agree that Adinath shall have the right of set-off amongst all trading account(s) maintained by me/us with Adinath.
4. The right of set-off as aforesaid shall extend to my/our trading accounts with respect to all broking transactions with associated concerns, affiliates or sister concerns of Adinath as though such accounts are maintained with Adinath.
5. I/We agree that Adinath may share the information provided by me/us pertaining to my trading and demat account to its sister concerns/group concerns/associates as and when required.

Furthermore, the aforesaid lien / set-off conferred on Adinath shall subsist even after the termination of the aforesaid Member - Client Agreements with Adinath until all obligations under the said agreements are satisfied fully by me/us.

Thanking you,

Yours faithfully,

Signature of client ✓

Name of the Client _____

Address of the Client _____

Adinath Stock Broking Pvt. Ltd.
1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna-431203.

Dear Sir,

Sub. : Electronic Contract Notes / Digital Confirmation / Ledger Statements

I hereby agree and give consent to accept the contract notes for transactions carried on by me/us with/through Adinath in digital form. I further authorize and give consent to you to send copy of my executed KYC kit and all my/our contract notes/bills, statement of accounts / ledgers for trading done on BSE/MCX-SX, in digital / electronic form on my/our E-mail ID given below. I further request you to send Statement of Funds and Securities also to the same address and I/we would be bound to treat it/them as acknowledged.

I also authorize Adinath to send any other important notices and communications including changes in the terms and conditions to the e-mail ID mentioned below :

I/We am/are hereby giving my/our email ID for this purpose

My Email ID is 1) _____

My alternate Email ID is 2) _____

I/We hereby agree and consent to accept the contract notes for transactions carried on by me/us in digital form subject to the conditions given below. In terms of the agreement entered into between us, in digital form, Digital contracts issued by you as per the terms and conditions specified shall be binding on me. I/ We undertake to check the contract notes and bring the discrepancies to your notice within 24 hours of such issuance of contract notes. My/our non-verification or non accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract notice applicable with immediate effect.

Digital Contract Notes / any Statement / Circular / Notice issued and sent to the above mentioned email ID by Adinath our subject to the terms and conditions specified below.

I/We give below my/our mobile/cell phone no. on which I would like to receive SMS alerts related to my Bill summary/Receipts & Payments/ Available margin for next trading day and Stock deliveries etc. I understand that providing such information on mobile phone is purely on voluntary basis on the part of Trading Member and I will not make any claims for any failure on his part to provide any such service for any reason what so ever.

My Mobile / Cell phone no. is : _____

Digital Contract Notes

1. The Digital Notes will be issued in the digital form in compliance with the guidelines issued by SEBI / Stock Exchange from time to time.
2. Digital Contract Notes will be mailed to the Email address provided to us in the format as may be prescribed by the Stock Exchange.
3. Digital Contract Notes will be also be available at our website www.adinathonline.com which can be viewed by clients by using the user name and password.
4. The Digital Contract Notes will be archived at interval of 30 days. If a client intends to view the Digital Notes for a period prior to 30 days, client may request for the same in writing.
5. In case of any failure in system or errors in Digital Contract Notes, Contract Notes will be issued in physical form, which shall be binding on the Client.

Other communication (such as ledger statement / important announcement and notices)

7. All other communications shall be Email to client at the email ID given by the client.
8. In case of statement of funds and securities, clients will have time to report the discrepancies within 30 days of the issuance of the statement.
9. In case of important announcement and notice, the client will have to rise the query within the time specified in the respective communication. If the client is not able to respond within time specified it shall be assumed that client has taken note of the communication and he does not have any objection and/or query on the said communication.
10. Feedback or objections may be raised by sending an email to client_code@adinathonline.net or any other specified email ID mentioned in the communication.

Other clauses

11. Any changes in the above terms and conditions shall be intimated to client from time to time through by an email or letter.
12. Nonbouncing of email shall be considered as valid delivery to the client and Adinath shall not be responsible for consequences thereof.

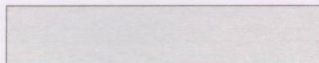
We hereby agree to confirm to verify the information/documents that are sent on email and/or upload on the said website regularly and the same shall be deemed to be received by me/us (vide SEBI circular ref. No. SEBI/SMD/SE/15/2003/29/04 dated April 29, 2003, regarding issuance of contract notes / bills, statements of ledger / accounts in digital / electronic form and also to disseminate the same on the website for easy access to the investor and also the additional conditions conveyed by SEBI vide its circular no. MRD/DOP/SE/CIR-20/2005 dated September 8, 2005)

If there is any change in the name and in my/our email ID / mobile no. or in the residential / correspondence address, the same shall be intimated to you in writing within seven days.

Thanking you

Yours faithfully,

Client Signature : ✓



Client Name : _____

Client Code : _____

ANNEXURE - 2

DECLARATION BY FIRM (SOLE. PROP.) ON LETTERHEAD OF THE FIRM

To,

Date : _____

Adinath Stock Broking Pvt. Ltd.

1, Runwal Complex,

Opp. Hanuman Mandir, Old Mondha,,

Jalna-431203.

Dear Sir,

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

I recognise 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 authorise you to recognise the beneficiary account No. _____ with depository _____ having DP ID _____ 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 transfers to/from the above-mentioned account. I recognise and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

Signature (Please sign with stamp of the firm)

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

Yours truly,

Signature

(Please sign without stamp of the firm)

ANNEXURE - 3
DECLARATION OF JOINT FAMILY BY HUF

To,
Adinath Stock Broking Pvt. Ltd.

Dated : _____

Client Code : _____

1. WHEREAS the Hindu Undivided Family of _____ at _____ (hereinafter referred to as 'the said joint family') carrying on business in the firm name and style of _____ or elsewhere (hereinafter referred to as the said H U F), have or desire to have Share Trading A/C with ADINATH STOCK BROKING PVT. LTD. (hereinafter referred to as 'Member') we, the undersigned, hereby declare.
 - (a) that we are the present adult co-parceners of the said joint family ;
 - (b) that Sh _____ is the present Karta or Manager of the said Joint Family.
 - (c) that we are entitled to trade in shares and open Share Trading Account of the said Joint Family.
 - (d) that each one of us has full and unrestricted authority to act on behalf, and bind, the said H U F and all the present as well as future members, both adults and minors, of the said joint family, howsoever constituted from time to time.
2. We confirm that the affairs of the said joint family and the business of the said H U F are carried on mainly by the Karta/Manager, the said Sh _____ on behalf of and in the interest and for the benefit of all co-parceners of the said joint family. We hereby authorize the Karta / Manager Sh _____ on behalf of the HUF to deal on Capital Market segment (CM), Futures and Options segment (F&O) or any other segment that may be introduced by BSE/MCX-SX in future and the said Trading Member is hereby authorized to honor all instructions oral or written given by him on behalf of the HUF.
 Sh. _____ is authorised to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through Adinath Stock Broking Pvt. Ltd. on behalf of the HUF. He is also authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said HUF to the Member and agree and confirm that any claim due to the Member from the HUF shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parcener of the said Joint family, including the share of the minor co-parceners, if any.
3. We undertake to advise the Member in writing of any change that may occur in the Karta/Managership or in the constitution of the said joint family or of the said HUF and until receipt of such notice by the Member, the Member will be entitled to regard each of us as a member of the said joint family and as a partner of the said HUF and all acts, dealings and transactions purporting to have been done on behalf of the said joint family or of the said HUF before the Member shall have received notice in the manner aforesaid, shall be binding on the said joint family and the said HUF and on their respective estates. We shall, however continue to be liable jointly and severally to the Member for all dues and obligations of the said HUF in the Member's book on the date of the receipt of such notice by the Member and until all such dues and obligations shall have been liquidated and discharged.
4. We recognize that beneficiary account can be opened with Depository Participant only in the name of Karta as per regulations. To facilitate the operation of the above share trading account with you and for the purpose of completing the share transfer obligations pursuant to the trading operations, we authorize you to recognise the beneficiary account no. with Depository opened in the name of Sh _____ who is the Karta / Manager of this HUF.
5. I agree that obligations for share purchase and/or sale by the HUF will be handled and completed through transfers to/from the above mentioned account. I recognise and accept transfers made by you to the beneficiary account as completion of obligations by you in respect of trades executed in the above trading account of the HUF.
6. The names and dates of birth of the present minor co-parceners of the said joint family are given below. We undertake to inform you in writing as and when each of the said members attains the age of majority and is authorized to act on behalf of, and bind, the said H.U.F.

| Name of the Minor | Father's Name | Date of Birth |
|-------------------|---------------|---------------|
| | | |
| | | |
| | | |

7. We have received and read a copy of the Member's rules and regulations for the conduct of Share Trading Account and we agree to comply with and be bound by the said rules now in force or any changes that may be made therein from time to time.

Yours faithfully

✓ ✓ ✓ ✓

(Full signatures of Karta and all major co-parceners)

SCHEDULE - A

ADJUSTMENT OF BALANCES IN FAMILY - ASSOCIATE ACCOUNTS

To,

Adinath Stock Broking Pvt. Ltd.

1, Runwal Complex, Opp. Hanuman Mandir, Old Mondha, Jalna-431203.

Date : _____

Sir,

| Sr. No. | CLIENT Code of family Member/ Associate | Name of Family constituent/ Associates | Category |
|---------|---|--|----------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

We the above mentioned entities/ constituents have been regularly trading and investing with you on MCX-SX and The Bombay Stock Exchange Ltd. (BSE)

For the purpose of operations with you, we have agreed among ourselves to be treated collectively as a FAMILY of accounts. In order to facilitate operations :

- a) We authorise you to accept and execute securities dealing orders placed by any of the aforesaid constituents for and on behalf of the other constituents in FAMILY.
- b) We hereby authorise you to set off the outstanding (including interest on delayed payment) in any of the above mentioned accounts against credits available or arising in any of the above accounts irrespective of the fact that such credit in the account may pertain to transactions in any segment of any exchange and/or may pertain to the value of cash margin or against the value of sale proceeds of collateral shares provided to you by any constituent(s) of the family.
- c) We are aware and authorised the MEMBER to share interest on net total debit balance of the FAMILY accounts, after appropriating the credit balance(s) in the FAMILY accounts. In case of NIL debit balance after setting off the credit balance against the debit balance, no interest shall be charged / payable by the MEMBER.
- d) We authorise the MEMBER to debit the above interest on the debit balance of the FAMILY, to the account of _____ irrespective of this account having a credit balance, and not charge the interest proportionately to each account.
- e) We are aware and have agreed that the above interest on the net debit balance of the FAMILY shall be calculated on daily product basis and charged on monthly basis to the account of _____ for the purpose of calculating the margin requirements for granting the trading exposure limits.
- f) We are aware and agree that the interest on debit balance as calculated above shall become due and payable on every month or in the event of the termination of the Member Client agreement of any of the constituent of the FAMILY.
- g) We further authorise you to pay the net credit balance in the aforesaid FAMILY account to any constituent of the Family on demand in writing, irrespective of the debit balance in such constituent's account held with you. We are aware that the payment of the said net credit balance shall be solely at your discretion.
- h) In respect of the securities given for margin to you by any one of us, we request you to consider the securities so given to you as margin towards the trading exposure of any or all of the above mentioned accounts.
- i) We agree to intimate you from time to time of any additions or deletions of Client's to the said family. We agree that any deletion shall take effect only on completion of settlement and adjustments of balances in all the accounts of the Client's belonging to the family.
- j) In order to facilitate operations, we authorise the MEMBER to maintain a running account instead of settlement to settlement clearance of dues or delivery of securities to us and no interest shall be payable by the member on the same.

Signature _____

(Please sign without stamp of the firm)

Signature

✓ _____

Name of the Client _____

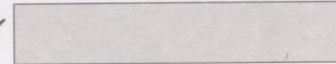
Date _____

Place _____

RECEIPT

I acknowledge with thanks the receipt of a copy of KYC kit with supporting documents, as per SEBI guidelines conveyed through BSE Notice No. 20080624 dt.24/6/2008.

Insert Documents



Signature of Client

Name of the Client _____

Client code : _____

FOR OFFICE USE ONLY

Application Sr. No. :

UNIQUE CONSTITUENT CODE:

| | | | | | |
|--|--|--|--|--|--|
| | | | | | |
|--|--|--|--|--|--|

4122

(To be inserted by ADINATH branch)

| | NAME | SIGNATURE AND DATE |
|-----------------|------|--------------------|
| ENTERED BY | | |
| VERIFIED BY (1) | | |
| VERIFIED BY (2) | | |
| AUTHORISED BY | | |

— Please Tear Here —

Acknowledgement

Application Sr. No. :

4122

To be filled in by Client

Date:

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| D | D | M | M | Y | Y | Y | Y |
|---|---|---|---|---|---|---|---|

We hereby acknowledge the receipt of the Account Opening Application Form from : Name & Address : _____

along with the enclosures. (Account will be opened provided all documents are found to be in order.)

⊗ Signature of Adinath Branch Office with Seal