

# SUPPLEMENTAL ITORS MEMBER CLIENT AGREEMENT

BETWEEN GOLDMINE STOCKS PVT LTD

AND (Client Name) \_\_\_\_\_

## SUPPLEMENTAL MEMBER-CLIENT AGREEMENT (ITORS TRADING)

THIS SUPPLEMENTAL AGREEMENT ("this Agreement") is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_ BETWEEN M/s. Goldmine Stocks Pvt. Ltd, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at "Goldmine House", 4, Niranjan Nirakar Society, Nr Shreyas Railway Crossing, Ahmedabad-380007, hereinafter referred to as "the Member", (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the ONE PART;

AND \_\_\_\_\_, an individual / a sole proprietary concern / a partnership firm \* / a company \*\* having office at \_\_\_\_\_,

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

\* registered under the provision of the Indian Partnership Act, 1932 \*\* registered under the provision of the Companies Act, 1956.

### WHEREAS:

- (i) The Member is a member of the Bombay Stock Exchange, Mumbai ("the Exchange") and is also registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Registration No. INB010884634;
- (ii) The Client is a client/constituent of the Member, and the Member and the Client have entered into a Member-Client Agreement dated the \_\_\_/\_\_\_/\_\_\_ in accordance with the model agreement prescribed by SEBI ("the Main Member-Client Agreement");
- (iii) The Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Member's ITORS Service for purchasing, selling or otherwise dealing in securities;

The Member and the Client desire to enter into this Supplemental Agreement to the Main Member-Client Agreement in order to record the agreement between them relating to the Member's ITORS Service to be availed of by the Client.

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

#### 1. Definitions:

1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

- (i) "the Exchange" means the Stock Exchange, Mumbai and includes a segment of the Exchange.
- (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement, Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for ITORS prescribed by the Exchange, as amended from time to time.
- (iii) "ITORS" means Internet based Trading through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Member brokers over the internet.
- (iv) "ITORS Account Application" means the application submitted by the Client to the Member to permit the Client to avail of the Member's ITORS Service.
- (v) "ITORS Service" or "Service" means the service offered by the Member to its clients through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Member's ITORS System.
- (vi) "Member's ITORS System" or "Member's ITORS WebSite" means the web site hosted by the Member on the internet through which the Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "SEBI" means the Securities & Exchange Board of India.
- (ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.

1.4 In this Agreement, unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.

1.5 References to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

#### 2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE:

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

#### 3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Member's ITORS System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member.
- 3.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's ITORS System using the Client's Username and or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.
- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's ITORS System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/

or Username and also for any and all acts done by any person through the Member's ITORS System on the Client's Username in any manner whatsoever.

3.6 The Client shall log off from the ITORS Service at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Member in writing with full details if :

- (i) he discovers or suspects unauthorised access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access,
- (iii) he forgets his password or
- (iv) he discovers a security flaw in the Member's ITORS System.

3.8 In any of the above events specified in Clause 3.7, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's ITORS System to discontinue the use of the Client's old Password and the Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

#### 4. TRANSACTIONS AND SETTLEMENTS:

4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.

4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.

4.3 The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ITORS System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.

4.4 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ITORS System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

4.5 The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.

4.6 In case of a market order, the Client agrees that 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 ITORS System.

#### 5. MARGIN:

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 of the Member's ITORS Service.

#### 6. CANCELLATION REQUESTS

6.1 When the Client places a request to cancel an order, the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.

- 6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Member is received by the Client.
- 6.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative contract(s) with the Client.

**7. BROKERAGE, COMMISSIONS AND FEES**

- 7.1 The Client agrees to pay the Member brokerage, commission, fees, service 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.
- 7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Member to the Client from time to time upon request by the Client.

**8. CONFIRMATIONS**

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

**9. INVESTMENT ADVICE**

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

**10. SUPPLEMENTAL TO MAIN MEMBER – CLIENT AGREEMENT:**

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

**11. REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the Member that:

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

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

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

**13. MARKET DATA**

- 13.1 The Client 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.
- 13.2 The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

**14. NOTICES**

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

**To the Member at:**

Goldmine Stocks Pvt. Ltd : **Kirit Vassa (Director)**  
Address : **Goldmine House, Nr Shreyas Rly. Crossing, Ahmedabad-7**  
Fax # : **26607298**

**To the Client at:**

Name of the person concerned : \_\_\_\_\_

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

Fax # : \_\_\_\_\_

e-mail : \_\_\_\_\_

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

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

**15. EXTRAORDINARY EVENTS**

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

**16. AMENDMENT TO AGREEMENT**

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

**17. TERMINATION OF AGREEMENT:**

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

**18. SEVERABILITY**

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

**19. WAIVER**

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

**20. LAW AND JURISDICTION**

- 20.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and, subject to the provisions of Clause 21, the courts at Mumbai, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.
- 20.2 This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provisions, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

**21. DISPUTE RESOLUTION**

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

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

Signed for and on behalf of  
MEMBER :  
For Goldmine Stocks Pvt. Ltd.

\_\_\_\_\_  
Authorised Signatory

Signed for and on behalf of  
CLIENT :

\_\_\_\_\_

Authorised Signatory (Signature with stamp)

Witness

Sign \_\_\_\_\_

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

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

\_\_\_\_\_  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_

**BETWEEN Goldmine Stocks Pvt Ltd the Member**  
**AND \_\_\_\_\_ the Client**  
**SUPPLEMENTAL MEMBER-CLIENT AGREEMENT (ITORS TRADING)**

## MEMBER-CLIENT AGREEMENT

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between **Goldmine Stocks Pvt Ltd** (member of National Stock Exchange of India Ltd. with SEBI Registration No.: **INB230884633**), hereinafter called **MEMBER** and having its registered office at "Goldmine House, 4 Niranjan Nirakar Society, Nr Shreyas Rly. Crossing, Ahmedabad - 380007, and \_\_\_\_\_ a individual/company/trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the **CLIENT**, having its residence/registered office at \_\_\_\_\_.

### **WITNESSTH:**

Whereas the **MEMBER** is registered as **TRADING MEMBER** of National Stock Exchange of India Ltd. with SEBI Registration No.: **INB230884633**. Whereas the **CLIENT** is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-laws of the Exchange.

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

Whereas the **MEMBER** has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the **CLIENT** and investment 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** liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

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


1. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, **MEMBER** may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
3. The agreement entered into between the **MEMBER** and the **CLIENT** shall 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.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
5. The **CLIENT** is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the **CLIENT** and/or his Authorised representative are not revealed to any third party.
6. 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.
7. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, **MEMBER** shall be entitled to cancel relative contract(s) with **CLIENT**.
8. The **MEMBER** shall also send the Order/Trade confirmation slip through E-mail to the **CLIENT** at his request, within 7 days (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The **CLIENT** agrees that the information sent by **MEMBER** by E-mail is deemed to be a valid delivery of such information by the **MEMBER**.
9. The **CLIENT** is aware that the **MEMBER** has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the **MEMBER's** risk management, by the **MEMBER** and is also aware that the **MEMBER** has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of 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.

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

Signed for and on behalf of  
**MEMBER** :  
For Goldmine Stocks Pvt. Ltd.

Authorised Signatory

Signed for and on behalf of  
**CLIENT** :



Authorised Signatory (Signature with stamp)

Witness  
Sign \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_