

E mail Agreement : AGREEMENT

AGREEMENT BETWEEN THE TRADING MEMBER AND THE CONSTITUENT FOR PROVIDING THE BILLS, CONTRACT NOTES, LEDGERS THROUGH E-MAIL.

This agreement made and entered into this _____ day of _____ between _____ situated at _____ (hereinafter called "the Client") and **Goldmine Stocks Pvt Ltd** situated at "Goldmine House", 4, Niranjn Nirakar Society, Nr. Shreyas Rly Crossing, Ahmedabad-380007 (hereinafter called "the trading member").

Witnesseth WHEREAS the Client has permitted the trading member to provide the bills, contract notes, ledgers and all other correspondence to his **e-mail address :**

_____ **NOW THEREFORE** in consideration of the trading member having agreed to provide the bills, contract notes, ledgers and all other correspondence through e-mail both the parties to the agreement hereby covenant and agree as follows:

- I) The trading member shall install adequate systems to restrict the Access of the bills, contract notes, ledgers etc only to the Client.
- II) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password.
- III) The Client is aware that the bills, contract notes, ledgers and all others correspondence etc may be accessed by other entities in case the confidentiality / secrecy of the login name and password is compromised.
- IV) The Client agrees not to receive the bills, contract notes, ledgers and all others correspondence in paper form from the trading member. Provided however that, in case when the trading member is not able to provide the bills, contract notes, ledgers and all other correspondence to its Clients through e-mail due to any unforeseen problems, the trading member should ensure that the bills, contract notes, ledgers etc reaches to the Client in physical form as per the time schedule stipulated in the Rules, Regulations and Bye Laws of NSE and/or BSE.
- V) The client would intimate non-receipt of such mail within one day after trade to the trading member. If such intimation is not received from client within one day it would be considered that the client has acknowledged the receipt.
- VI) The trading member and the Client shall have the right to terminate this agreement after giving a notice of atleast 10 days to the other party.
- VII) The Client shall communicate any change in his/her email id to the trading member immediately through a physical letter duly signed.
- VIII) The Client in addition to and not in contravention of the terms and conditions forming a part of the "MEMBER- CONSTITUENT AGREEMENT" and/or TRIPARTITE AGREEMENT" signs the above terms and conditions.

IN WITNESS WHEREOF the trading member and the Client has caused these presents to be executed as of the day and year first above written.

Signed and delivered by

Signed for and on behalf of
TRADING MEMBER
FOR Goldmine Stocks Pvt Ltd

Signed for and on behalf of CLIENT

X _____
Authorised Signatory

Authorised Signatory

Name of Witness: _____

Address of Witness: _____

Signature of witness: _____