

**AGREEMENT BETWEEN STOCK BROKER AND
CLIENT**

This agreement is made and executed at this day of , 20__ between: M/s. **SS Corporate Securities Limited** a body corporate under the provisions of the Companies Act, 1956, being a member of the National Stock Exchange (hereinafter called "the Exchange"), and having its registered office at **SS House, D-845, Saraswati Vihar, Pitampura, Delhi 110034** (hereinafter called "the stock broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the derivatives segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

And

Mr./Ms/M/s.... .., an individual/a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the 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 stock broker is registered as the stock broker of the Exchange with SEBI registration number INB230753830 in the Capital Market/ Cash Segment and SEBI registration number INF230753830 in the Futures and Options Segment.

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

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

Whereas the stock broker has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and Whereas the stock broker has taken steps and shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.

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

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

1. The client agrees to immediately notify the stock broker in writing if there is any change in the information in the 'client registration form' provided by the client to the stock broker at the time of opening of the account or at any time thereafter.

2. The stock broker declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:

a. He has read and understood the risks involved in trading on a stock exchange.

b. He shall be wholly responsible for all his investment decisions and trades.

c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.

d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.

e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

3. The Client agrees to pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/SEBI.

5. The client agrees to abide by the exposure limits, if any, set by the stock broker or by the Exchange or Clearing Corporation or SEBI from time to time.

6. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

7. The stock broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.

8. The client agrees to immediately furnish information to the stock broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.

9. The stock broker agrees to inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of

the client to comply with such schedules/procedures of the relevant stock exchange.

10. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.

11. The stock broker agrees that it shall co-operate in redressing grievances of the client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and securities delivered/to be delivered or received/to be received by the client.

12. The stock broker shall continue to be responsible for replacing bad deliveries of the client in accordance with applicable "Good & bad delivery norms" even after termination of the agreement and shall be entitled to recover any loss incurred by him in such connection from the client.

13. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom it may have had transactions in securities.

14. The client and the stock broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.

15. The stock broker hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.

16. 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).

17. The stock broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.

18. The stock broker and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.

19. The stock broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

20. 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.

21. 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.

22. This agreement shall forthwith terminate; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.

23. The stock broker and the client shall be entitled to terminate this agreement without giving any reasons to

the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue

to subsist and vest in /be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

24. In addition to the specific rights set out in this Agreement, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI.

25. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

26. 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.

27. The stock broker hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person/ authority except as required under any law/regulatory requirements; Provided however that the stock broker may so disclose information about its 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.

The Client's Signature / Authorised Signatory	The stock broker's Signature / Authorised Signatory
Signed by Title	Signed by Title
Name of the client	Name of the stock broker
Witness	Witness
1	1

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.

M/s SS Corporate Securities Limited
Ss House, D-845, Saraswati Vihar
Pitampura, Delhi- 110034

Dear sir,

I/We _____ S/oW/o _____
having _____ Resi/ _____ office _____ at _____
_____ is a client
(Client Code No _____) in your esteemed organization
for the purpose of trading in shares/ securities/ Derivatives
(Future & Options) and other financial instruments.

WE HEREBY CONFIRM AS UNDER :-

1. That I/we are trading with you on our own behalf and/ or on behalf of our family members and relatives. We confirm that we are not trading/ Working as a sub-broker.
2. In the course of my/ our business I/We may transfer securities from/ to my/ our account (held singly or jointly) or from the accounts of my/ our relatives and friends. I shall be fully responsible for all such transactions and shall keep you indemnified for any claims/ losses in this regard.
3. In compliance to SEBI circular reference No SEBI/MRD/SE/Cir-42/2003 dated 19.11.2003 and NSE circular reference No NSE/INVG/PRE/2003/16 dated 25.11.2003, we have been informed by you that you are carrying out proprietary trading (trading on your own account) in addition to the client business. We have taken note of this fact and confirm that we have no objection to the same.
4. We have read the Risk Disclosure Documents as prescribed by SEBI/NSE for Capital Market as well as for Future & Options Segment and have clearly understood the contents. We have also noted our rights and obligations as an investor and we undertake to timely and appropriately exercise our rights and fulfill our obligations.
5. We have visited the internet sites of NSE (nseindia.com) and SEBI (sebi.gov.in) and have gone through various investor education contents (practices procedures and usage on the Indian capital markets) as well as Risk Disclosure Contents provided thereon. We have understood the risks as well as our rights and obligations as an investor with regard to our dealings with you. We shall continue to update ourselves on these matters by visiting these sites regularly.
6. It is understood that I am/we are entitled to receive following documents with regard to our dealings with you:
 - Contract notes within 48 hours
 - Half yearly statement of account (funds and securities)

It may not always be possible for me/ us to issue a signed receipt as a token of acknowledgment of above documents. As and when a contract note is not received, I/we shall bring the same to your notice in writing within seven days from the

date of the trade. Similarly, as and when a statement of account is not received, I/we shall bring the same to your notice in writing within thirty days from the last date of the half year (31st March & 30th September) for which the statement is not received.

If no communication is received from me/ us within the time frame as stated above, it may be taken as an acknowledgement of having timely received the above documents.

WE HEREBY AUTHORISE/ INSTRUCT YOU AS UNDER :-

1. We authorize you to transfer my/ our credit balances available in our Capital Market Account to F&O Account and vice-versa as may be required to meet the obligations (purchase, margins or losses) or other shortfalls in my/ our account.
2. We authorize you to maintain a running financial account and not to make payment unless our specific instruction is made.
3. We authorize you not to transfer the securities to my/ our DP account in respect of purchases made by me/ us unless instructed. The securities so retained may please be used against subsequent sales/ margin requirements.
4. We authorize you to keep the securities/ fund balances available in my account in your client account (for funds)/ beneficiary account (for securities) or with NSCCL so as to optimize trading limits/ exposure available to me in my/group client codes. The same may be utilized to meet my/ our obligations towards you.
5. It is hereby requested that you may send/ dispatch me/us Contract Notes/ Other Documents through email on my / our designated email address of _____.
 - a. I/We further stress that I/We will not be held you responsible under any circumstances in the event of an email/s which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.
 - b. I/We will completely rely on the log reports of your dispatching software as a conclusive proof of dispatch of email to me/ us and will not dispute the same.
 - c. In the event of changing the email address I/We will inform the same in writing by either Registered Post or through a Digitally Signed Email.

Kindly take note of above declarations/ authorizations/ instructions.

We authorise you to use the contents of this letter for the purposes of demonstrating compliance to NSE/SEBI or to any other regulatory/ legal authority.

Thanking you,

Yours faithfully,

Dated _____

M/s SS Corporate Securities Ltd

SS House, D-845, Saraswati Vihar
Pitampura, Delhi-110034.

Dear Sir,

I am dealing in the Capital Market/ Future & Option Segment of NSE with you under client code _____. My other family members are also having an account with you as per followings details.

Sr.No	Client Code	Name of the Member

I hereby give my consent that debit/credit balances lying in my account may be considered against those of above-mentioned codes. In other words I alongwith above mentioned codes may be treated as a group while considering our obligation towards you.

This is being done to avoid frequent payments/receipts from our group accounts.

Thanking you,

Yours truly,

**Client Name, Signature and
Address.**