

## MEMBER-CLIENT AGREEMENT FOR ONLINE TRADING PLATFORM

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between **M/S KIFS TRADE CAPITAL PVT LTD** (a member of NSE, BSE AND MSEI) with SINGLE SEBI REGISTRATION NO. INZ000004234 ( hereinafter called MEMBER ) and having its registered & Corporate office at B/81,Pariseema Complex, C.G. Road, Ellisbridge, Ahmedabad - 380 006

And

Mr. / Ms. / M/s \_\_\_\_\_ an individual/company/trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having its residence/ office at \_\_\_\_\_

WITNESSTH :

Whereas the MEMBER is registered as **TRADING-CUM-CLEARING MEMBER of National Stock Exchange of India Ltd. (NSE) and TRADING MEMBER of Bombay Stock Exchange Ltd. (BSE) and Metropolitan Stock Exchange of India Ltd. (MSEI) (NSE, BSE and MSEI hereinafter referred to as "Exchange/s")**

Whereas the CLIENT is desirous of investing/trading in those Securities admitted for dealing on the Exchange(s) as defined in the Bye-Laws, Rules, Regulations of the respective Exchange(s).

Whereas the CLIENT has satisfied himself / herself / itself of the capability of the MEMBER to deal in Securities and wishes to execute his / her / its orders through the MEMBER and the CLIENT shall continue to satisfy himself / herself / itself of such capability including limitations of online order placement and trading, of the MEMBER before executing orders through it.

Whereas the MEMBER has made aware the CLIENT and accordingly the CLIENT has taken specific steps and have made himself/herself/itself fully 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:

The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchanges' rules, regulations and Bye-laws that may be in force from time to time.

In the event of death or insolvency of the client or his / her / 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 the client or his / her / its legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.

**Client Signature : X**

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.

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.

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 / her / its authorized representative are not revealed to any third party.

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.

The Stock Exchange(s) 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.

The MEMBER shall also send the Order/Trade confirmation slip through E-mail on the registered E-mail ID of the CLIENT at his / her / its request, within \_\_\_\_\_ (time period as specified by the Client) from the time of execution of order/trade on the Online Trading 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.

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 its risk perception.

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.

All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange(s) and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Ahmedabad and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Ahmedabad for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange(s).

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  
The CLIENT

Signature : \_\_\_\_\_

Title : \_\_\_\_\_

Witness:

Signed for and on behalf of  
The MEMBER : KIFS Tradecapital Pvt Ltd

Signature : \_\_\_\_\_

Title : Director/Authorised Signatory

Witness :