

To

Date

M/s Shubham Stock Broking Services Pvt. Ltd.  
Building No.3,  
Madan Mohan Malviya Road,  
Amritsar- 143001

**Sub: Activation of account code \_\_\_\_\_ with Internet Trading:**

Sir,

I have aforesaid trading account with you. The said account has not been operated over a period of time. Now I wish to restart trading in the said account and request you to activate the said account. Further I wish to trade through internet on National Exchange and confirm that I am fully aware of and understand the risks associated with availing of a service of routing orders through internet including the risk of misuse and unauthorized use of our Username and or Password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorized routing orders on behalf of me to the system. I agree that I shall be fully liable and responsible for any and all unauthorized use and misuse of our Password and/or Username and also for any and all acts done by any person through your ITORS system on our Username in any manner whatsoever.

I hereby confirm you to send our Username and Password on the below mentioned e-mail address.

E-mail Address :

Mobile No. :

It is further requested to update the above said email id and mobile number for contract notes, confirmation and any other communication related to my account.

Thanks and best regards

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Signature

Client Name:

Trading Code:

## **Supplementary Agreement between Stock Broker & Client (NSE)**

### **This agreement forms part and parcel of the agreement between stock broker and client**

This agreement is made at Amritsar this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between M/s Shubham Stock Broking Services Private Limited (member of National Stock Exchange of India Limited, with SEBI Registration No.: INB/INF231254336), herein after called MEMBER and having its registered office at 102/5, Anmol Housing Society, Sir M.V. Road, Marol, Mumbai 400059 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 Limited. with SEBI Registration No. INB/INF-231254336.

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Byelaws 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 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 limitation n 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 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 is aware 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 I day (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 order 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 Amritsar and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Amritsar for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Terms and Conditions in details are as under:

**USER NAME AND PASSWORD:**

1. The Client will be entitled to a username and password, which will enable him to access the Member's internet trading through order routed system for availing of the Service.
2. The Client is aware that the Member's internet trading through order routed 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. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all order entered and transactions done by any person whosoever through the MEMBER's internet trading through order routed system using the Client's Username and/or Password whether or not such person was authorized to do so.
4. The client shall immediately inform the Member of any unauthorisedly used, the transaction effected pursuant to such unauthorised use, etc.
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. .
6. In case of 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 internet trading through order routed system.

**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 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 internet trading through order routed system.

**CANCELLATION REQUEST**

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

**BROKERAGE, COMMISSIONS AND FEES**

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.
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.

**CONFIRMATIONS**

1. Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Member's internet trading through order routed 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 trans cancellations. .

**INVESTMENT ADVICE**

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.
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.
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.
4. The Client assumes full responsibility with respect to his investment decisions and transactions.

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.

#### **SUPPLEMENTAL TO MAIN MEMBER-CLIENT AGREEMENT:**

1. 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 Regulatory Provisions or the terms of the Member's internet trading through order routed system 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 internet trading through order routed system.

#### **REPRESENTATIONS AND WARRANTIES OF CLIENT**

The Client represents and warrants to the Member that:

1. All the information provided and statements made in the Client's internet trading through order routed system Account Application are true and correct and are not misleading (whether by reason omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's internet trading through order routed system to the Client on the basis, inter alia, of the statements made in the Client's internet trading through order routed system Account Application.
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 internet trading through order routed system 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 internet trading through order routed system 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 internet trading through order routed system or Service or the Exchange's service or systems for any reason whatsoever.
3. The Client has the required legal capacity to, and is authorized to, enter into this Agreement and is capable of performing his obligation and undertakings hereunder.
4. The Client prior to such transaction being entered into shall complete all actions require to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws.
5. The Client shall abide by the Exchange Provisions and the terms of the Member's internet trading through order routed system Website in force from time to time.

#### **REPRESENTATIONS AND WARRANTIES OF THE MEMBER:**

The Member represents and warrants to the Client that:-

1. The Exchange has approved the Member's internet trading through order routed system. Where the internet trading through order routed system has not been approved by Exchange, the Member has applied/proposes to apply to the Exchange to approve the said internet trading through order routed system and the Member will commence the Member's internet trading through order routed system only after the Exchange has approved the Member's internet trading through order routed system.

#### **MARKET DATA**

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 timelessness, sequence, accuracy or completeness of market data or any other market information, or any message 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.

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.

## NOTICES

1. 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 bye-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:

Name of the person concerned	:	ANIL AGGARWAL
Address	:	Building No.3, Madan Mohan Malviya Road, Amritsar - 143001
Fax #	:	0183-2566861
E-mail Id	:	anil@shubhamstock.com

To the Client at:

Name of the person concerned	:
Address	:

Mobile	:
E-mail	:

## **EXTRAORDINARY EVENTS**

1. The Member and/or its agents will not be liable for losses caused directly or indirectly by Government restriction, Exchange or market ruling, 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.

## **MENDMENT TO AGREEMENT**

1. The Client understands and agrees that the Member may discontinue his internet trading through order routed system in part or in its entirety and change the terms *of* the Service (Including the terms on the Member's internet trading through order routed system Website) at any time and from time to time, without prior notice.

## **TERMINATION OF AGREEMENT**

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.
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.
3. The termination *of* this Agreement shall not affect any rights or obligation *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.
4. The provisions *of* Clauses 14, 20 and 21 *of* this Agreement shall survive the termination *of* this Agreement.

## **SEVERABILITY**

1. 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.

## **WAIVER**

1. No forbearance, relaxation or inaction by any party at any time to require the performance *of* that or any other provision *of* this Agreement or be considered to be waiver *of* any right, unless specifically agreed in writing.

## **LAW AND JURISDICTION**

1. This Agreement shall be governed by and construed in all respects in accordance with the laws *of* the Republic *of* India and the courts at **Amritsar**, India shall have jurisdiction over this Agreement and the arbitration proceedings in relation to the Agreement.

2. This Agreement and all contracts and transactions between the Member and the Client pursuant hereto shall be subject to the Exchange Provision, the Rules, Bye-Laws, Regulations, and other provisions of its clearing house, if any, the provisions of the Securities and Exchange of India Act, 1992, the Securities Contracts (Regulation) Act of 1956 and the rules and regulations made there under and as amended from time to time.

## DISPUTE RESOLUTION

1. Any claim, dispute or difference arising between the Parties hereto in respect of this Agreement or any contracts, dealing or transactions pursuant hereto or any rights, obligation, 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 of the day and year first above written.

### SIGNED SEALED AND DELIVERD

By the within named Member: Shubham Stock Broking Service Private Limited

Through the hands of its: Director/Authorized Signatory

in the presence of ....

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

Name

Address

### SIGNED SEALED AND DELIVERED

By the within named Client :

Through the hands of its:

in the presence of . . . . .

1. Signature :

2. Name :

3. Address :