

MEMBER-CLIENT AGREEMENT - INTERNET

This agreement is made at Hyderabad this _____ day of _____ 20_____ between M/s. R.L.P. Securities Pvt. Ltd., a company duly formed and registered under the Companies Act 1956 (Member of National Stock Exchange of India Ltd. with SEBI Registration No: INB230961139 / INF 230961139 / INE230961139 and Member of Bombay Stock Exchange Ltd. with SEBI Registration No: INB010961135 / INF010961135) hereinafter called MEMBER and having its registered office at 402, Nirmal Towers, Dwarakapuri Colony, Punjagutta, Hyderabad – 500082, and _____ an individual / company / trust / firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having his / her / 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.: INB230961139 (Cash Segment), INF230961139 (Derivatives Segment), INE 230961139 (Currency Derivatives Segment) and Bombay Stock Exchange Ltd. with SEBI Registration No: INB010961135 (Cash Segment), INF010961135 (Derivatives Segment).

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 takes 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 Byelaws 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 there from.
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.

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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 authorized representative are not revealed to any third party.
6. The CLEINT 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 / MEMBER / 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 _____ (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 fist above written.

CLIENT CODE:

Signed for and on behalf of

CLIENT:

for R.L.P. Securities Pvt. Ltd.,

X_____

Authorized Signatory

Signature By:

Title:

Title:

Witness:

Witness:

Optional Member Constituent Agreement (Internet Trading)

This is an optional agreement over and above the mandatory Member Constituent Agreement Prescribed by SEBI. The following clauses have been added in order it ensure smooth functioning of trading and to ensure the transparency of Member Client relation. It is left to the discretion of the client to sign this optional agreement or not.

1. User ID & Password(s):

This clauses applies to Constituents availing the Member's ITS

- (i) The Constituent will be entitled to user identification number and password(s), which will enable him to access the Member's IT'S for availing the service.
- (ii) The Constituent is hereby informed that the Member's ITS itself generates the initial password. The Constituent agrees and undertakes to immediately change his initial password upon receipt thereof. The Constituent is aware that subsequent passwords will automatically expire once in specific period, which at present is fifteen days and the Constituent shall Endeavour to change the password within expiry of the same.
- (iii) The Constituent shall be responsible for keeping the user identification number 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 ITS using the Constituent's user name, user number and password whether or not such person was authorized to do so.
- (iv) The Constituent shall immediately inform the Member of any unauthorized use of the Constituent's user name or password(s) with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transactions affected pursuant to such unauthorized use etc.
- (v) The Constituent 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 unauthorized use of his user number and/or password(s) by a third party and the risk of a person hacking into the Constituent's account on the Member's ITS. The Constituent agrees that he shall be fully liable and responsible for any and all unauthorized use and misuse of his user name, user number, password and also for any and all acts done by any person through the Member's ITS on thvzdvxe Constituent's user name in any manner whatsoever.
- (vi) The Constituent shall log off from the Member's ITS at any time the Constituent is not accessing or using the service and any liability incurred to the Constituent as a consequence of the Constituent not logging off the service shall borne solely by the Constituent.
- (vii) Without prejudice to the provisions contained in the foregoing clauses, sub clauses, the constituent shall immediately notify the Member in writing with full details if:
 - a) He discovers or suspects unauthorized access through his User name, password(s) or account,
 - b) He notices discrepancies that might be attributable to unauthorized access.
 - c) He forgets his password(s) or
 - d) He discovers a security flaw in the Member's ITS system.
- (viii) In any of the above events specified in the aforementioned clauses, the Constituent shall immediately change his password(s). however, if the Constituent is unable to change his password by reason of his having forgotten his password(s) or his password having been unauthorisedly changed by some other person or for any other reason, then the Constituent shall immediately request the Member in writing to discontinue his old password(s) and thereupon the Member shall cause the Member's ITS to discontinue the use of the Constituent's old password and the Member's ITS shall generate a new password for the Constituent, which shall be communicated to the Constituent. At no point in time, shall the Member be liable, for any loss, whether notional or actual that may be suffered by the Constituent on account of the misuse of the password(s).

- 2. By availing the internet trading facility, the client confirms that he/she/it has knowledge of how the internet works and is a user of internet. The client agrees not to hold The Stock Broker responsible for his lack of computer/internet knowledge.
- 3. The Stock Broker, at its discretion, will offer, to select clients who use the internet trading facility. The client cannot claim, access to the internet trading facility provided by The Stock Broker, as a matter of right.
- 4. The Stock Broker or the concerned bank will modify and/or add and/or upgrade from time to time the software/hardware/operating systems etc., which are required for the smooth and safe functioning of the internet trading platform including Electronic Payment Gateway for Net banking software. The client agrees that he does not have any objection and undertakes to accept such modifications and/or additions in hardware/software at his end in order to be compatible with the facility offered by The Stock Broker.

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5. It may be possible that the Stock Broker might not be in a position to support particular software provided by the bank for the facility of Electronic Payment Gateway. In such a situation it is possible that The Stock Broker might not be in a position to continue offering internet trading facility to the clients or offer the Electronic Payment Gateway facility through a particular bank. The client agrees to the same and undertakes not to hold The Stock Broker responsible for any loss/damage arising out of the same.
6. The operation of the bank account, exclusively used by the client for transactions executed through the internet trading facility offered by The Stock Broker, will be as per the RBI/concerned bank's guidelines.
7. The Stock Broker shall take reasonable care to ensure the security of and prevent unauthorized access to the internet trading facility and/or the Electronic Payment Gateway facility. The client undertakes not to hold The Stock Broker responsible for any loss/damage due to such unauthorized access beyond the control of The Stock Broker.
8. The client agrees that he shall not use or permit others to use the internet trading platform and/or Electronic Payment Gateway facility for Net banking or any related services for any illegal or for other purpose than what it is meant for.
9. The Stock Broker may specify the compulsory structure of the password like alpha numeric and special characters. The client agrees to abide by the same.
10. The Stock Broker may, at its discretion, may require the client to adopt such other means of authentication including, but not limited to digital certification and/or smart cards. The client agrees to abide by the same.
11. The client agrees that he shall not attempt or permit other for accessing the account information stored in the computers of The Stock Broker through any means other than the Electronic Payment Gateway for Net banking service.
12. As conclusive proof of transactions executed by the client either through the internet trading facility provided by The Stock Broker and or through the Net banking using the Electronic Payment Gateway, The Stock Broker will provide the relevant electronic logs available by way of system audit trail. The client agrees to accept the same. The client also agrees that The Stock Broker may not be required to provide any additional evidences in proof of the transactions executed by the client.
13. The client agrees and undertakes not to dispute the transactions because the same has resulted in loss and the proof given by The Stock Broker, as mentioned in above paragraph, will be sufficient enough to ascertain whether the client has executed the transactions or not.
14. The requests for any transactions, made online, will be given effect to instantaneously. In case of any requests received on weekly offs/holidays/public holidays, declared by the Stock Broker/ exchanges/ bank, then the same shall be affected on the immediately succeeding working day on the terms and conditions prevailing on that day.
15. Any requests made by the client for processing/effecting any transactions should be actually received by The Stock Broker, even though the client must have forwarded the same from his end. The client agrees and undertakes that he will not hold The Stock Broker responsible for non receipt of such instructions by The Stock Broker.
16. The client undertakes and confirms that he is eligible, as per the statutes, to avail the access for the internet trading facility and Net banking facility. The client also confirms and undertakes that he has not been prohibited, under law, to access the internet trading and Net banking and/ or deal in securities market.
17. The client shall co-operate and provide, The Stock Broker, with such information and / or assistance as is required by The Stock Broker for the performance of the services and / or any other obligations of The Stock Broker under this agreement.
18. The client agrees and confirms that while availing the internet trading facility, including the Net banking facility through the Electronic payment gateway, the same is susceptible to various risk like (a) misuse of password risk (b) internet frauds (c) mistakes & errors (d) technical risks (e) systemic risks at the bank's end (f) systemic risks at the service provider end (g) technology risks (h) regulatory risk, etc., The client understands the same and undertakes not to hold The Stock Broker responsible for any loss and / or damage arising out of such unforeseen risks.
19. The client agrees and accepts that The Stock Broker shall be entitled to withdraw this service, at any time, without assigning any reasons thereof.
20. The client agrees to pay the charges, as may be stipulated by The Stock Broker, from time to time, for availing this service. The Stock Broker, reserves the right to debit these charges from the ledger of the client.

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