

SUPPLEMENTAL ITORS MEMBER CLIENT AGREEMENT

Client Name : _____
Client Code : _____
Email ID : _____

STOCK EXCHANGE AND SEGMENTS IN WHICH YOU WISH TO TRADE

(Please sign in the relevant box)

NSE Cash :

BSE Cash :

NSE F&O :

BSE F&O :

NSE Currency :

CONSENT TO RECOVER DIET CHARGES

I give my consent to you for deducting a sum of Rs. 1500/- P.A. in equity & derivative segment (NSE, BSE) towards activation of offline Diet from the amount lying to the credit of any of my accounts with you (including the margin money). This amount shall be deducted from my account if the brokerage generated in that financial year from the trades in the particular segment falls below Rs. 1500/-.

Yours Truly,
Client Signature: _____

SUPPLEMENTAL MEMBER-CLIENT AGREEMENT

(FOR CLIENTS AVAILING ONLINE TRADING SERVICES (NSE & BSE))

THIS SUPPLEMENTAL AGREEMENT (“this Agreement”) is executed **BETWEEN**

M/s. **SMC GLOBAL SECURITIES LTD.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at 11/6B, Shanti Chambers, Pusa Road, New Delhi – 110 005, hereinafter referred to as **“the Member”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **ONE PART**;

AND

_____, an individual, having his/her Residence/ office at _____, hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives) of the **OTHER PART**;

OR

M/s. _____, a sole proprietary concern of Mr./Ms./Mrs. _____, having its principal office at _____, hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the sole proprietor’s heirs, executors, administrators and legal representatives) of the **OTHER PART**;

OR

M/s. _____, a partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its address at _____, hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and its/his/her/their respective heirs, executors, administrators and legal representatives) of the **OTHER PART**;

OR

M/s. _____, a company / body corporate incorporated under the provisions of the Companies Act, 1956 having its registered office at _____, hereinafter referred to as **“the Client”**, (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors) of the **OTHER PART**;

WHEREAS:

- (i) **SMC GLOBAL SECURITIES LTD.** is a member of the National Stock Exchange and Bombay Stock Exchange, (“the Exchange”) registered with the Securities & Exchange Board of India (“SEBI”) as a stock broker with SEBI Registration No. INB 230771431 & INB 011343937 for Cash segment, INE 230771431 & INE 011343937 for Currency Segment and INF 230771431 & INF 011343937 for Derivatives segment..
- (ii) The Client is a client/constituent of the Member, and the Member and the Client have entered into a Member-Client Agreement dated the ____ day of _____, _____ in accordance with the model agreement prescribed by SEBI (**“the Main Member-Client Agreement”**);
- (iii) The Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Member’s ITORS Service for purchasing, selling or otherwise dealing in securities;

- (iv) The Member and the Client desire to enter into this Supplemental Agreement to the Main Member-Client Agreement in order to record the agreement between them relating to the Member's ITORS Service to be availed of by the Client.

IT IS HEREBY AGREED BETWEEN THE MEMBER AND CLIENT as follows:

DEFINITIONS:

1.1 In this Agreement (including the Recitals above), unless the context otherwise requires the following words shall have the following meanings:-

- (i) "the Exchange" means the National Stock Exchange of India and/or the Bombay Stock Exchange as opted by the Client in the KYC form.
- (ii) "Exchange Provisions" means the Rules, Bye-laws, Regulations , Business Requirement , Specifications, handbooks, notices, circulars and resolutions of the Exchange or any segment of the Exchange in force from time to time and includes the Minimum Requirements Handbook for Online Trading prescribed by the Exchange, as amended from time to time.
- (iii) "Online Trading" means carrying on the business of stock broking using electronic systems as Order Routing mechanisms to forward orders to the electronic system of the National Stock Exchange.
- (v) "Member's Online Trading System" or "Member's Website" means the website www.smcindiaonline.com or any other website hosted by the Member on the internet through which the Member offers the Online Trading Services and includes the hardware and software used for hosting and supporting the website.
- (vi) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "Trading Account" shall mean a rupee account opened by the client with the Member, which is linked to the Online Trading facility through the website.
- (ix) "Username" or "Customer ID" means the login identification used by the Client for accessing his account for availing the Service.

1.2 In these Terms,

- (i) headings re used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.
 - (ii) unless the context otherwise requires, reference to the singular includes a reference to the plural and vice-versa, and reference to any gender includes a reference to all other genders.
 - (iii) unless the context otherwise requires, references to Recitals and Clauses shall be deemed to be a reference to the recitals and clauses of this Agreement.
 - (iv) references to any enactment are to be construed as referring also to any amendment or re-enactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.
- Clauses mentioned in the Member Client Agreement shall mutatis mutandis apply to Online Trading deals unless specifically mentioned otherwise.

2. GENERAL TERMS & CONDITIONS:

2.1 The Client agrees that all investment and disinvestment decisions are based on the Client's own evaluation of financial circumstances and investment objectives. This extends to any decisions made by the Client on the basis of any information that may be made available on the web site of the Member. The Client will not hold nor seek to hold the Member or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses, cost or damage incurred by the Client consequent upon relying on investment information, research opinions or advice or any other material/information whatsoever on the web site, literature, brochure issued by member or any other agency appointed/authorized by member. The Member does not represent and shall not be deemed to have represented, that the investment information on the web site is accurate or complete. The Client is aware that any information on the website based on the research of the Member or other external sources is subject to normal variations in the stock market and is merely an estimation of the viability or otherwise of certain investments, and the Member shall not be deemed to have assumed any responsibility for such information. The Client should seek independent professional advice regarding the suitability of any investment decisions. The Client also acknowledges that the Member's employees are not authorised 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.

2.2 SECURITY CODE(S), SECURITY PRECAUTION AND PASSWORD

2.2.1 Member will provide the client with a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin Number) or other identification or security code (by whatever name called) which enable him to avail of the facilities of Online Trading through the Member's web site over the telephone or in any such other manner as may be permitted by the Member for availing of the services. The member may also provide the client with the username and password for accessing its back-office for various reports, etc, its Online IPO services and for such other services as per the terms of this agreement. All terms regarding the use, reset and modification of such password shall be governed by information on the web-site.

2.2.2 The Client is aware that the Member's Online Trading 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.

2.2.3 The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Member's Online Trading System using the Client's Username and/or Password whether or not such person was authorised to do so.

2.2.4 The Client shall immediately inform the Member of any unauthorised use of the Client's Username or Password with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorised use, etc.

2.2.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of on line trading services through internet including the risk of misuse and unauthorised use of his Username and/or Password by a third party and the risk of a person hacking into the Client's account on the Member's Online Trading System and unauthorisedly routing orders on behalf of the Client through the System. The Client agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/or Username and also for any and all acts done by any person through the Member's Online Trading System on the Client's Username in any manner whatsoever.

2.2.6 Without prejudice to the provisions mentioned herein above, the Client shall immediately notify the Member in writing with full details if :

- (i) he discovers or suspects unauthorized access through his Username, Password or account,
- (ii) he notices discrepancies that might be attributable to unauthorised access,
- (iii) he forgets his password or
- (iv) he discovers a security flaw in the Member's Online Trading System.

2.2.7 In any of the above events, the Client shall immediately change his Password. However, if the Client is unable to change his Password by reason of his having forgotten his Password or his Password having been unauthorisedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old Password; and thereupon the Member shall cause the Member's Online Trading System to discontinue the use of the Client's old Password and the Member's Online Trading System shall generate a new Password for the Client which shall be communicated to the Client. The Client agrees and undertakes to immediately change this password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Password.

2.2.8 The Client shall ensure that he is the only authorized user of user name, customer user identification number, T-pin Number and Password. The Member shall be entitled to presume that any order or instruction entered or communicated using the client's user name customer user identification number, T-pin number and password is the client's own order or instruction or that of the client's duly authorized representative. The client will be fully responsible and liable for, and will pay or reimburse to the Member on demand all costs, charges, damages and expenses incurred by the Member as a consequence of access and or use of client's account, Member's system or service by any third party using the client's user name, customer user identification number, T-pin number and password. The Member shall not be responsible for any order that is entered through the use of the allotted username and security code(s) of the Client, whether by any outsider or by mistake of the Client.

2.2.9 The Client shall log off from the website at any time the Client is not accessing or using the Service and any liability incurred to the Client as a consequence of the Client not logging off the Service shall be borne solely by the Client.

3. DEMAT ACCOUNT

The client agrees that the Member may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more de-mat accounts with the depository participant designated by Member. The client agrees that the debit/credit for all the transaction may be effected in this/these accounts.

4. BANK ACCOUNT(S)

4.1 The client agrees that the Member may, at any time during the subsistence of any agreement relating to subject matter of the presents, require the client to open one or more accounts with a designated bank. The client agrees that the debit /credit for all the transactions may be effected in this/these accounts.

4.2 The client agrees that the Member shall have the right, at any time during the subsistence of this agreement, to give any instructions pursuant to transactions covered under this agreement to the extent of the client's obligation to the member in respect of the transactions done or to be done by the member on behalf of the client on the Exchange. The Client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of the aforesaid presents.

4.3 The client agrees that the Member may reveal certain information with the Member in the course of the agreement with the client, to the bank with whom such client maintains bank accounts pursuant to these presents, and the client shall have no remedy therefrom.

4.4 The client agrees that in the event the designated bank terminates the agreement with the client in respect of the bank account maintained by the client with such designated bank, for any reason the Member may, at its discretion, terminate services to the client and the client shall have no remedy therefrom.

4.5 The client confirms that the bank account linked to the trading account is valid bank account of the client.

5. ELECTRONIC PAYMENT GATEWAY

5.1 Application of Electronic Payment Gateway for Net banking

5.1.1 The Member may offer Electronic Payment Gateway for Net banking to selected Customers at its discretion in collaboration with the concerned bank. The Client agrees that in order to be eligible for Electronic Payment Gateway for Net banking he would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works and have Net Banking facility with his bank.

5.2 Electronic Payment Gateway for Net banking Service

5.2.1 The Member shall endeavor to provide through Electronic Payment Gateway for Net banking or such services as the Member may decide from time to time. The Member reserves the right to decide the type of services which may be offered on each account and may differ from client to client. These facilities shall be offered in a phased manner at the discretion of the Member. The Member may also make additions/deletions to the services offered through Electronic Payment Gateway for Net banking at its sole discretion. The availability/non-availability of a particular service shall be advised through e-mail or web page of the Member or written communication.

5.2.2 The Client agrees that he shall not use or permit to use the Electronic Payment Gateway for Net banking or any related service for any illegal or improper purposes. The client also agrees that he shall use only his own account and not anybody else's account for making any payment to meet his settlement obligation.

6. POWER OF ATTORNEY / AUTHORISATION

6.1 Depository Account: The Client shall provide to the Member, a power of attorney authorizing the Member to debit/credit/ block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the client's obligation to the member in respect of the transactions done or to be done by the member on behalf of the client on the Exchange.

6.2 Bank Account: The Client shall authorize the Member to debit/credit or block or create a lien in his bank account to the extent of the client's obligation to the member in respect of the transactions done or to be done by the member on behalf of the client on the Exchange.

7. ORDERS:

7.1 The Client agrees that all order placed by him for securities through the web-site shall be within the parameters defined and mentioned in the terms and conditions specified in the Web-site.

7.2 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the Members interactive voice response or may otherwise be recorded by the Member. The client also agrees that such recording and the Member's records of any orders, instructions and communications given or made by the client or the Member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

7.3 The client agrees to provide information relating to customer user identification number, T- Pin number and such other information as may be required while placing orders on the telephone to determine the identity of the client. Provided however that nothing prevents the Member from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Member shall be binding on the client.

7.4 The Member may from time to time impose and vary limits on the orders which the Client can place through the Member's ONLINE TRADING System (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, the companies in respect of whose securities orders can be placed, etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's ONLINE TRADING System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in securities through the Member.

7.5 Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's ONLINE TRADING System, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.

7.6 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.

7.7 The client agrees that Member may impose scripwise surveillance or other conditions as to scripwise limits, etc. The client also understands that Member may impose various surveillances which may differ from client to client on the basis of the Member's risk perception and other factors considered relevant by the Member.

7.8 In case of a 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 ONLINE TRADING System.

8 TRADING, SETTLEMENT AND ACCOUNTS

8.1 Online confirmation will be available to the client upon execution or cancellation of the order placed by him through the Member's system. This shall be followed by a confirmation which may be sent by postal mail or courier or e-mail or SMS or any other electronic means and this shall be deemed to be valid delivery thereof by the Member. It shall be the responsibility of the client to review immediately upon receipt, and to follow up with the Member for all such confirmations that are not received by him within stipulated time.

8.2 The client shall bring any errors in any report, confirmation or contract note of executed trades (including execution prices, scrips or quantities) to the Member's notice in writing, by an electronic mail or fax within twenty four hours of receipt of the concerned report, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the client to the Member in writing via electronic mail or fax within twenty four hour from the time of receipt of the first notice. There may be a delay in the Member receiving the reports of transaction, status, from the respective exchanges or other persons in respect of or in connection with which the Member has entered into contracts or transactions on behalf of the clients Accordingly the Member may forward to the client late reports in respect of such transactions that were previously unreported to him as been expired, cancelled or executed. The client shall not hold the Member responsible for any losses suffered by the client on account of any late reports, statements or any errors in the report / statements computed by or received from any exchange.

8.3 The client agrees that if, any circumstance or for any reason, the market close before the acceptance of the Order by the Exchange, the order may be rejected. The client agrees further, that the Member may reject Orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the client agrees that the order shall remain declined and shall not be re-processed, in any event.

8.4 The Member may, at its sole discretion, reject any order placed on the web-site or in any other manner due to any reason, including but not limited to the non-availability of funds in the trading account of the client, non-availability of securities in the Demat account of the client with a designated depository participant, insufficiency of margin amount if the client opts for margin trading, suspension of scrip-specific trading activities by or on an Exchange and the applicability of circuit breaker to a scrip in which orders are placed.

8.5 The client is aware, that the Stock Exchange may provide a facility for reconfirmation of orders, which are larger than those specified by the Member's risk management, and is also aware that the Member has the discretion to reject the execution of such orders based on such risk perception.

8.6 Where the member rejects any order placed by the client for any reason, it can do so without prior notice to the client.

8.7 The client agrees that, if the order is not accepted on the web-site for any reason, the Member shall have the right to treat the order as having lapsed.

8.8 The client is aware that the electronic trading systems either at the Exchange or in the Member's offices are vulnerable to temporary disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities, Member shall be entitled to cancel relative contracts/(s) with the Client. In such event, the Member does not accept responsibility for any losses to the Client due to such eventualities which are beyond the control of the Member.

8.9 The Member, may at its sole discretion permit execution of orders in respect of securities, irrespective of the amount in the balance of the account of the client.

8.10 The client agrees to abide with and be bound by all the Rules and Circulars that the Member may issue from time to time, and all rules, regulations and bye-laws of the Exchange as are in force pertaining to the transactions on his behalf carried out by the Member and the orders placed by him on the web-site or any other manner.

8.11 The systems used by the Member for providing Online Trading services or dial up services are generally capable of assessing the risk of the client as soon as the order comes in. However, due to any reason whatsoever, if the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.

8.12 Any and all 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. All authentication of the authority of a client to instruct the Member to deal on behalf of the client shall be determined by the terms in this regard mentioned on the web-site.

8.13 Auto Square Off: Client/s agree that Member would have the discretion to square off the position of Client/s in\ following circumstances:

- (a) In case of Margin Trades, if the open buy position is neither squared off nor converted to Delivery by Client/s within the stipulated time.
- (b) In case of Margin Trades, if the open sell position is neither squared off nor converted to Delivery by Client/s within the stipulated time.
- (c) In case of Margin Trades, where Mark to Market Loss on the open position has reached the stipulated % of the margins placed with us.
- (d) In all other cases where the margin or security placed by the Client/s falls short of the requirement or where the limits given to the Client/s have been breached or where the Client/s have defaulted on their existing obligation Client/s agree that although the auto square off trigger point is pre-defined, subsequent to which the member could exercise its discretion to carry out the square-off within a reasonable period of time, the actual execution could happen at a price different from the trigger point and the Client/s agree to bear the loss based on actual executed price. The Member shall also have the right to cancel any or all open orders and/or close any or all outstanding contracts. Client/s understand that in case the Auto Square off does not take place due to certain reasons like price band, etc. then the Member may convert the open positions to Delivery. If the conversion also fails due to non-availability/shortage of Demat shares, then for the open sale position, the Client/s will have to face auction or close out as per the rules of the concerned Exchange. Consequently, client/s will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange. If the conversion also fails due to insufficient funds/no funds, then for the open buy position, the shares will not be delivered to the client/s and the Member will liquidate the shares anytime and the Client/s will be liable for any resulting losses and all associated costs incurred by the member.

8.14 Cancellation or modification of the requests:

8.14.1 Cancellation or modification of an order pursuant to the client's request in that behalf is not guaranteed. The order will be cancelled or modified only if the clients request for cancellation and modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

8.14.2 The client shall not be entitled to presume an order having been executed, cancelled or modified until a confirmation from the Member is received by the client. However due to technical or other factors the confirmation may not be immediately transmitted to or received by the client and such a delay shall not entitle the client to presume that the order has not been executed cancelled or modified unless and until the Member has so confirmed in writing.

8.14.3 The Exchange may annul a trade suo-moto without giving a reason therefor. In the event of such annulment, the Member shall be entitled to cancel the relative contract(s) with the client.

8.14.4 The pending orders shall be governed as per the exchange systems, after the market is closed for the day.

8.15 The Member shall issue contract notes in terms of the SEBI (Brokers and Sub-Brokers) Regulations, 1992 within twenty four hour of the execution of the trade. Such contract note, if issued in physical form shall be dispatched by the Member by courier / post or through any other medium of communication specified in the terms and conditions mentioned on the web-site, at the address mentioned in this agreement or at any other address expressly informed to the Member by the client. The client agrees that the Member to issue the contract note in digital form which shall be sent by way of electronic mail to the address provide by the client. When the Member uploads the digital contract notes on the web-site www.smcindiaonline.com 'the same shall be deemed to be received by the client. The Member shall not be responsible for the non receipt of the trade confirmation due to any change in the correspondence address of the Client not intimated to the Member in writing. Client is aware that it is his responsibility to review the trade confirmations, the contract notes, the bills or statements of account immediately upon their receipt. If the client does not object in writing to any of the contents of such trade confirmation/intimation within twenty four hours to the Member, all such notes, bills and statements shall be deemed final and accepted by the client.

8.16 The Member may allow/disallow client from trading in any security or class of securities, or derivatives contracts and impose such conditions including scrip wise conditional trading for trading as it may deem fit from time to time.

9. MARGIN:

9.1 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 than 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 Online Trading Service.

9.2 The margin will not be interest bearing. The Member shall have, at its sole discretion, the irrevocable right to set off a part or whole of the Margin, i.e, by the way of appropriating of the relevant amount of cash or by sale or transfer of all or some of the Securities which form part of the Margin, against any dues of the Client in the event of the failure of the client to meet any of his obligations.

9.3 The client agrees and authorises the Member to determine the market value of securities placed as margin after applying a haircut that the Member may deem appropriate. The client undertakes to monitor the market value of such securities on a continuous basis and to replenish any shortfall in the value of the margin consequent to a fall in the market value of such securities whether or not the member intimates such shortfall.

9.4 The client agrees that it shall be sufficient for the Member to communicate/advise the method of calculation of margin or the security requirements as rate(s) / percentage(s) of dealings by any one or more methods and on such communication/advice the client shall self monitor his dealings, margin deposits and margin requirements and provide, the required / deficit margin/security as required from time to time, forthwith whether or not any margin call or separate communication to that effect is sent by the Member and/or received by the client. The client further agrees that it shall be his responsibility to ascertain the adequacy of margin / security in acceptable form and manner beforehand prior to making any trade / order / deal, to ensure that the margin / security is adequate at all times during an open position and to make up forthwith in acceptable form and manner any deficiency or shortfall therein. If the client's order is executed and/or maintained despite shortfall in margin / security the client shall be responsible for all orders including orders executed without sufficient / nonavailable margin / security required by the Member / Exchange / SEBI and shall make up the shortfall suo motu at the earliest. The client agrees that the Member prescribes the date and time by which and the form and manner in which the margin / security should be made available and the Member may refuse to accept any payment in different form or manner or after expiry of the deadline for such margin/security.

9.5 The Member is entitled to consider any sum or money or security lying to the credit of the client as margin received.

9.6 The Member may at its sole discretion prescribe the payment of margin in the form of cash instead of or in addition to margin in the form of securities. The client accepts to comply with the Member's requirement of payment of margin in the form of cash immediately. 9.7 The client is also aware that the Member is required to deposit sufficient margin with the Exchange to enable all its eligible clients to trade subject to such limits as may be imposed by the Member on the basis of Members' Risk perception and other factors considered relevant by the Member. However, there may be circumstances when the deposits made by the Member with the Exchange may not be sufficient in times of extreme volatility and Members Trading terminals may get temporarily suspended because of the cumulative effect of nonmeeting of obligation by various clients as per this agreement. In these circumstances, no client shall have the right to claim any damages from the Member for any loss that they might incur on account of such suspension of trading.

9.7 The Client agrees that any securities/cash placed by him/her/it as margin may in turn be placed as margin by the Member with the Exchanges or banks or such other institution as the Member may deem fit. The Client authorises the Member to do all such acts, deeds and things as may be necessary and expedient for placing such securities / cash with the Exchanges / Banks / Institutions as margin.

9.8 Any reference in these terms to sale or transfer of Securities by the Member shall be deemed to include sale of the Securities which form part of the margin maintained by the Client with the Member. In exercise of the Member's right to sell securities under the Agreement, the Client agree that the choice of specific securities to be sold shall be solely at the Member's Discretion

10. MAINTENANCE OF TRADING ACCOUNT

10.1 Where the Client authorizes the Member to maintain the trading account on running account basis with respect to funds and securities, the Member may allocate the payment received from client and payments made to the client for any exchange/segment. Similarly the Member may pass such entries to adjust the debit/credit balance of the client in trading account of one exchange/segment to other or vice-versa. The Member may maintain consolidated account of the client to facilitate the day-to-day operations. Such consolidation and segregation of the client account as maintained by the Member shall be binding on the client. Without affecting the generality of the aforesaid, the parties hereto agree as follows:

10.1.1 Money pay-in to Member: The client shall ensure that all payments due to the Member will be made within the specified time and in the event of any delay, the Member may refuse, at their discretion, to carry out transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the client. All payments made to the Member shall be from the Bank account of the client and shall not be from any third party.

10.1.2 Money pay-out to Member: The Member may release all payments due to the client from the trading account maintained with the Member, against specific request in this behalf. For the purposes of this clause, any request made through or on the web-site or otherwise intimated shall be sufficient for the Member to execute an instruction. Any payment made to the designated bank account as per information available with the Member shall be deemed to be payment made to the client.

10.1.3 Securities pay in to Member: All delivery to be effected to the Member for a trade, must be made within 24 hours from the execution of the sale order or one day before the pay-in date, whichever is earlier. Losses, if any, that may accrue in the event of default in completing the delivery on the exchange by the Member as a result of any delay in the delivery by the client, shall be borne solely and completely by the client. Losses for the purposes of this clause shall include auction debits/penalty charges, if any incurred as a result of non delivery of securities on the settlement date on the exchange. No third party shares will be sold through the Member or third party payment should be made to Member and client will be solely responsible for any violation. If the client anticipates availability of securities for pay in through pay out of earlier settlements or borrowings or otherwise, which does not materialise prior to the time fixed for the same for any reason whatsoever, all losses to the client for such shortage (including auction, square off or closing out) shall be solely to the client's account and the client shall not hold the Member responsible in any manner or form.

10.1.4 Securities pay out by the Member: The Member may directly credit the demat account of the client with the depository participant or maintain the securities account with the Member on running account basis. Provided that if the order placed by the client through the web-site or otherwise is for securities which are in the no delivery period, such securities shall be credited to the trading account of the client only at the time of settlement of trades, as per the schedule of the Exchange. However, if any sum is due from the client the Member may withhold the credit of securities to the demat account of the client. However the client authorizes the Member to withhold the securities to meet liabilities of client to the Member under this agreement.

10.1.5 Securities shortages in pay-in and pay-out: The Client shall be bound by the guidelines, including the rules pertaining to the adjustment of shortages in the client's position in securities transacted on behalf of the client, by the Member, either through orders placed through the use of the Online Trading services and dial-up services of the Member or otherwise as may be issued by the Member from time to time. In case of internal storage of securities, any entry passed to the account of client in accordance with practice consistently followed by the Member across all its clients shall be binding on the client. Further in case of shortage of securities, the Member may borrow shares on behalf of the client and debit the charges for the same to the client's account mentioned with the Member.

11. REPRESENTATIONS AND WARRANTIES

11.1 The Client represents that he is trading for his own beneficial account and shall not act as an intermediary.

11.2 He agrees to provide and continue to provide all details about himself, address proof, financial status etc., as may be required by the Member, including but not restricted to PAN Number, and states that all details and facts represented to the Member are true.

11.3 The Client warrants that all securities deposited by him with the Member in respect of margin requirements or otherwise, are owned by him and the title thereof is clear and free of encumbrances.

11.4 The Client agrees to indemnify and hold SMC harmless against any loss that may be suffered by it, its customers or a third party or any claim or action that may be initiated by a third party which is in any way the result of improper use of the Web Banking, user ID and password by the Client/s.

11.5 The Client confirms and warrants that the Member is authorised to take all such steps on the Clients behalf as may be arising from the provisions or to complete or settle any transactions entered into or executed by the Member on behalf of the Client, However, nothing herein shall oblige the Member to take such steps.

11.6 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 timeliness, sequence, accuracy or completeness of market data or any other market information, or any messages disseminated by it. Neither the Member nor the Exchange shall be liable in any way for incorrect, misleading 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.

11.7 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.

11.8 Client agrees to keep himself updated regarding changes in rules, byelaws and regulations of the Exchange and/or guidelines issued by SEBI relating to the trading through the stock-brokers and the Member shall not be under an obligation to inform the client of any such changes. The client agrees to keep track of such changes from the websites of SEBI (www.sebi.gov.in) and the Exchange (www.nseindia.com) and the media.

11.9 Corporate Benefits; Settlement Cycles: The Client accepts responsibility for knowing the status of all corporate benefits like rights and bonus issues, dividends and stock splits of shares he intends to trade in or held on his account and the eligibility of the shares to meet share pay in obligations to exchanges whether received by way of purchases, right, bonuses, stock split, off market transfer otherwise. Member will pass to the Client whatever corporate benefits are received from the companies directly like dividends and bonus shares. For other corporate benefits/actions like Rights issues/Open offers etc. where shareholders are required to apply to the company, it is the Client's responsibility to track announcements of such corporate benefits and then apply to the member/company if Client so desires. The Member shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect whom and for whom it may have had transaction in securities. Member shall not be liable for any real/notional loss suffered by the Client, if Client fails to apply for such corporate benefits in time for the shares held by the Member on behalf of the Client. In some cases, Member at the Client request may apply on behalf of the Client for a Rights issue/Open offer for the shares held by Member on behalf of Client. Member shall not be liable for any loss/claim whatsoever in case such application is rejected by the Registrar / Company / manager to the issue for any reason

12. FEES AND BROKERAGE USER FEES / OTHER CHARGES:

The client agrees that the Member may charge user fees for the use of any other service including but not restricted to the Online Trading service and dial up services, at a rate mentioned on the web-site or otherwise intimated and as may be modified from time to time. The Member may charge any other relevant charge in the manner intimated on the web-site or in any other manner from time to time including but not limited to Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp Duty, etc., as applicable.

13. LIEN/SET-OFF

13.1 All funds of the client in the bank account with designated bank shall be subject to lien for the discharge of any or all payments to the Member from the client.

13.2 All securities in the demat account opened in terms of the agreement with the depository participant, shall be subject to lien for the discharge of any or all payments due to the Member or to the depository participant from the client and may be held by the Member as a security against default by the client in the respect of the services already availed of by the client.

13.3 The Client authorizes the Member to block securities against pending order or pledge securities in favour of the Member against any of his dues.

13.4 The Client agrees that the Member shall have the right of set-off amongst all trading account maintained by the client with the Member.

14. INVESTMENT OR ANY OTHER ADVICE

14.1 The Client agrees that none of the services available on the web-site or through any literature or brochure issued by the Member shall amount to investment advice on the part of the Member.

14.2 The Client agrees that in the event of the Member or any employee or official of the Member, providing any information, recommendation to the client, the client may act upon the same at his sole risk and cost and the Member shall not be liable or responsible for the same.

14.3 The Member, and its officers, directors, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

15. MISCELLANEOUS

15.1 The client agrees to abide by operational procedures laid down by Member regarding banking transactions, billing etc. and any changes made in these procedures from time to time and mentioned on the website.

15.2 Use of wentent: The Client agrees that he shall use the content available on the Member's website only in accordance with the terms of the website and shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the Member's web site.

16. MODIFICATIONS

All modification to the Supplementary terms shall be made solely at the discretion of the Member and shall be intimated to the client atleast 15(fifteen) days earlier on the web-site or in any other manner.

17. INDEMNITY

The Member shall be indemnified by the client in case of any action initiated against the Member by any party not privy to this contract, and it shall be the duty of the client to bear out of their funds, all costs, losses and expenses which any such Member may incur or become liable to pay, by reason of any event in the course of the use of the said services of the client.

18. FORCE MAJEURE

The Member shall not be responsible for delay or default in the performance of their obligations due to contingencies beyond their control, such as (including but not limited to) losses caused directly or indirectly by exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government / regulatory action.

19. NOTICES:

19.1 All notices, correspondences or communications issued by the Member to the client under this agreement shall be served in any one or more of the following modes of communications and such notice or communication shall be served at the ordinary place of residence and/or last known web address / residing address and/or at the ordinary business address of the client such as

- a) by hand delivery
- b) by post
- c) by registered post
- d) under certificate of posting
- e) by telegram
- f) by electronic mail or fax
- g) by affixing it on the door at the last known business or residential address.
- h) By oral communication to the party or on the last known telephone number or on the recording machine of such number.

- i) By advertising in atleast one prominent daily newspaper having circulation in the area where the last known business or residential address of the party is situated.
- j) By notice posted on the notice board of the Exchange if no address is known. Any communication sent by the Member to the Client shall be deemed to have been properly delivered or served, if such communication is returned on the Member as unclaimed / refused / undelivered, if the same was sent in any one more of the above modes of communication to the ordinary place of residence and / or last known web address/residing address and / or at the ordinary business address of the party to this agreement.

19.2 Unless the Client informs the Member of the change of the address for communication in writing all notice circulars, communication or mail sent to the existing address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

19.3 Certain policies and/or procedures may be further outlined on the Member's web site and material/ literature and frequently asked question (FAQ's) provided to the Client. Through the use of the Member's web site and services the Client agrees to be bound by any and a such notices, policies and terms of doing business.

19.4 All communications by, from or on behalf of client to the Member shall be addressed to its Customer Care Department at the following destinations and may be sent by hand delivery, post, courier or electronic mail.

Compliance Officer
 SMC Global Securities Ltd.
 11/6B, Shanti Chamber,
 Pusa Road, New Delhi 110005
 Email : smc@smcindiaonline.com

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates mentioned against their respective signatures.

Name of Client _____

Signature of client

Date:

Place:

Name and address of 1st Witness:

Sign of 1st Witness

Name of Stock Broker: SMC Global Securities Limited

Signature of Stock Broker

Date:

Place:

Name and address of 2nd Witness:

Sign of 2nd Witness