

**Securities Trading using Wireless Technology**  
(Letter to be provided by the existing clients to the Trading Member)  
**MCX Stock Exchange Limited**

To  
**SMC Global Securities Limited**  
11/6B, Shanti Chamber,  
Pusa Road, New Delhi – 110 005

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Sir,  
Sub: Securities trading using wireless technology

I/We \_\_\_\_\_ am/are registered as your client with Client Code No. \_\_\_\_\_ and have executed the Trading Member and Client Agreement and also the agreement for Internet based trading for the purpose of trading in the Currency Derivatives segment of MCX Stock Exchange of India Ltd. (MCX-SX).

I/We am/are interested in carrying securities trading through use of wireless technology which shall include devices such as mobile phone, laptop with data card, etc using Internet Protocol (IP).

I / We understand that the terms and conditions applicable to Internet based trading will also be applicable to securities trading through use of wireless technology. I / We am /are made aware by you regarding all the possible risks, responsibilities and liabilities associated with securities trading using wireless technology.

I/We understand that you shall provide information with respect to the addresses of Internet web site / web page where detailed information would be available about securities trading done through the use of wireless technology.

I/We understand that you shall send the Order / Trade confirmation details on our existing E-mail id \_\_\_\_\_ (mention e-mail id) within \_\_\_\_\_ (mention time period) on execution of order/trade on the MCX-SX TRADE system, as the case may be. We agree that the information sent by you on our E-mail id would be deemed to be a valid delivery of such information by you. The aforesaid information regarding order and trade confirmation shall also be provided to me / us on the device used for securities trading through the use of wireless technology.

I/We am / are aware that authentication technologies and strict security measures are required for the securities trading using wireless technology through order routed system and undertake to ensure that our password is not revealed to any third party.

I/We therefore request you to enable me / us for carrying securities trading through use of wireless technology.

Thanking you,  
Yours faithfully,

Name of Client \_\_\_\_\_

Signature of Client

Sign here

**TRADING MEMBER – INTERNET CLIENT AGREEMENT**  
**(MCX-SX Currency Derivatives)**

This agreement is made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ between **SMC Global Securities Limited** (hereinafter called 'Member') having registered office at 11/6B, Shanti Chambers, Pusa Road, New Delhi – 110 005

**And**

Mr./Ms./M/s \_\_\_\_\_ an individual / firm / company / any other body duly formed and registered under the relevant Act, (hereinafter called 'Client' or 'Constituent') and having residence / registered office at \_\_\_\_\_.

Whereas the member is registered as a member of MCX Stock Exchange Ltd. (hereinafter called 'Exchange') with SEBI Registration No. INE260771431.

Whereas the client is desirous of investing / trading in those securities admitted for dealing on the Exchange.

Whereas the client has satisfied and shall continue to satisfy himself of the capability of the member to deal in securities and wishes to execute his orders through the member

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 take steps to make the client aware of the precise nature of the member's liability for the business to be conducted, including any limitations on that liability and the capacity in which the member acts

Whereas the member has the requisite approval of the Exchange to provide internet based trading facility and fulfills all requirements specified by SEBI and the Exchange in that regard.

In consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the following terms and conditions

**1. Definitions**

**"IBT"** means internet based trading, being a system approved by the Exchange for enabling clients to route their orders to their Member over the internet.

**"IBT Service"** means the service offered by the Member to its clients through IBT where under the clients can route their orders for purchase, sale and other dealings in securities / contracts on the Exchange through the Members Web Site.

**"Password"** means alpha, numeric or alphanumeric code used by the client to validate his username and access the IBT Service.

**"System"** means the system hosted by the Member on the internet through which the IBT Service is offered, the Member's system for accepting orders over the telephone and also includes any other system offered by the Member for accepting orders from a client and performing any part of the Service.

**"Member's Site"** means the Member's web site at or such other web site as may be hosted by the Member for access through the internet, through which the Member offers the Services.

2. The client will be entitled to a unique User Name, Password and Customer User identification Number or other identification or security code (herein after referred to as 'IBT account'), which will enable the client to access the Member's System or Service through the Member's website.
3. The client acknowledges that he is fully aware of and understands the risk associated with trading through IBT, including the risk of misuse and unauthorized use of the User Name, Password and Customer User identification Number. And being so fully aware he desires to avail of such facility out of his own free will and is agreeable to bear all associated risks and responsibility.

4. The client shall be responsible for keeping the User Name, Password and Customer User identification Number allotted to him confidential and secure. The client shall be wholly accountable for all the trades executed from the IBT account allotted to him.
5. The client shall immediately inform the Member in case he
  - discovers any flaw in the member's IBT security system
  - discovers or suspects unauthorized access through his IBT account
  - notices any discrepancies in use of IBT account allotted.
  - he does not, on the same day as the receipt or execution of an order by the member, receive a message from the member indicating that the order has been received or executed; he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and/or execution which he did not place; or receives inaccurate information about his account balances or positions taken or transaction historyalong with all the particulars including the date, manner of use, the transactions effected, etc.
6. In any of the above events, the Member will allot new user name, password or User identification Number or other identification or security code to the constituent to secure the authenticity of the orders placed by the constituent through his IBT account on the Member's web site.
7. The constituent shall log off from his IBT account when he completes a session. The constituent will be solely liable for the consequences of failure to log off his IBT account.
8. The constituent agrees and undertakes to immediately deposit with the Member such cash, securities of other acceptable security, which the trading member may require as margin. The Member is entitled to require the constituent to keep permanently with him a margin of a specified value as long as the constituent desires to avail the facility of trading through IBT system.
9. The Constituent acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may not be carried out if –
  - (a) the order was executed before such instruction was received by the Member's IBT System or
  - (b) it was executed within a short time thereafter, which turns out to be insufficient for the Member's IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution
10. The Member will send an online confirmation to the constituent on his IBT account upon the execution or cancellation of order placed by the constituent using the IBT service.
11. This agreement is supplemental to and does not supersede, the Member- Constituent Agreement. Save and except as modified expressly or by implication by this Agreement the Member-Constituent Agreement shall apply to transactions done through IBT system also.
12. The constituent acknowledges that all the information provided while applying for IBT facility are true and correct and are not misleading and the constituent is aware that the Member has agreed to provide the facility of trading through IBT system on the basis of such information.
13. The constituent is aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the Member's service may become unavailable without notice The Member and the Exchange do not make any representation nor warranty that the IBT Service will be available to the constituent at all times without any interruption. The constituent agrees that he shall not have any claim against the Exchange and the Member on account of any suspension, interruption, non-availability or malfunctioning of the member's System or Service or the Exchange's service or systems for any reason whatsoever.

14. The Member and the constituent shall abide by the Exchange requirements and the terms of the IBT service provided by the Member, in force from time to time.
15. The Member will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Member's control.
16. The constituent agrees that the Member may at any time discontinue this Agreement, by giving not less than seven days notice. Provided that in exceptional circumstances the member may terminate this agreement without advance notice to the constituent. The constituent 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 constituent shall not be entitled to terminate this Agreement so long as any amount is payable by the constituent to the Member.
17. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal or any reason, this Agreement shall remain otherwise in full force apart from the said provisions 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.
18. 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 a waiver of any right, unless specifically agreed in writing.
19. The Member and the constituent are aware of the provisions of rules, bye-laws 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
20. The Member and the constituent declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.

Signed for and on behalf of MEMBER

**For SMC Global Securities Limited**

**(Authorised Signatory)**

Witness Name & Address

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Witness Sign: \_\_\_\_\_

Signed for and on behalf of CONSTITUENT

Name of the client: \_\_\_\_\_

Witness Name & Address

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Client Sign: \_\_\_\_\_

Witness Sign: \_\_\_\_\_