

INAN SECURITIES LTD.

B/23 2nd floor Plot No. 13, Wadala Sriram Industrial Estate, G.D. Ambekar Marg, Wadala (W),
Mumbai - 400 031, Ph: 43486000 Fax: 24172111
Registered Office: G-15, Raghav Ratna Towers, Chirag Ali Lane, Hyderabad - 500001.
Ph: 23201279, Fax: 23200969, E-mail: info@inansec.in Visit us at: www.inansec.in

ITORS Service (Internet based Trading through order routing system)

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

1. Definitions:

In this Agreement (including the recitals above), unless the context otherwise requires, the following words shall have the following meaning:

- 1.1 "The exchange" means the National Stock Exchange Limited and includes all the segment of the exchange.
- 1.2 "Exchange Provision" means the Rules, Byelaws, and Regulations, Business requirement, Specification, handbook, notice, circulars and resolutions of the exchanges or any segment of the Exchange in force from time to time.
- 1.3 "ITORS" means internet based Trading through Order Routing System being approved by the Exchange for enabling clients to route their orders to their member brokers over the internet.
- 1.4 "ITORS Service" or "Service" means the service offered by the member to its clients through ITORS where under the clients can route their orders for purchase, sale and other dealings in securities through the Members ITORS System.
- 1.5 "Members ITORS System" or "Members ITORS Web site" means the web site hosted by the member on the internet through which the Member offers the ITORS service and includes the hardware and software used for hosting and supporting the website.
- 1.6 "The Accounts" means Trading Account through which the client operates his buying and selling Orders.
- 1.7 "Password" means an alphanumeric code used by the client to validate his/her username and access the service
- 1.8 "SEBI" means Securities & Exchange Board of India
- 1.9 "Username" means an alphanumeric login identification used by the client for accessing the service.
- 1.10 The Client shall log off from the website at anytime 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.
- 1.11 The Client shall provide to the Stock Broker a power of attorney authorizing the Stock Broker to debit/credit/block/create lien/pledge the client's depository accounts through its authorized personnel, to the extent of the transactions conducted by the client and any amount due and payable under any head account or name to the Stock Broker.
- 1.12 The Client shall authorize the Stock Broker to debit/credit or block his bank account in the manner as per procedure laid down in the terms and conditions and as per practices followed by the designated bank in this regard. The client also authorizes the Stock Broker to create to lien on the amount lying in his bank account in the manner specified in the terms and conditions.
- 1.13 The Client agrees that orders, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone; system may be recorded by the stock broker. The client also agrees that such recording and the stock broker's records of any orders, instructions and communications given or made by the client or the stock broker by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding evidence o the same.
- 1.14 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. Provide however that nothing prevents the Stock broker from accepting instructions from the Client over phone without usage of T-pin number and such acceptance of instruction by the Stock Broker shall be binding on the Client.

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- 1.15 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions.
- 1.16 The Stock Broker may from time to time impose and vary limits on the orders that the client can place through the Stock Brokers Website (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 of whose Stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock broker's risk perception and other factors considered relevant by the Stock broker and the Stock broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the Clients inability to route any order through the Stock broker's website on account of any such variations, reduction or imposition of limits. The Client understands and agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the Clients ability to place orders or trade in securities.
- 1.17 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 stock broker's Website, the stock broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 1.18 The client agrees that the Stock broker may, at its sole discretion, subject any order placed by the a client to manual and entry which may cause delay in the processing of the Client's order or may result in rejection of such order.
- 1.19 In case of a market orders, the Client agrees that he will receive the price at which his order is executed by the exchanges computer system and such price may be different from the price at which the security is trading when his order is entered into the stock broker's website.
- 1.20 The client agrees that orders, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone system maybe recorded by the stock brokers. The client also agrees that such recorded and the stock broker's records of any orders, instructions and communications given or made by the client or the stock broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- 1.21 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 provide however that nothing prevents the Stock Broker from accepting instruction from the Client over phone without usage of T-pin number and such acceptance of instruction by the Stock Broker shall be binding on the client.
- 1.22 The orders and instructions and all contracts and transaction entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange provisions.
- 1.23 The Stock Broker may from time to time impose and vary limits on the orders that the Client can place through the Stock broker's Website (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed, etc.). The Client is aware and agrees that the Stock Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Stock Broker's risk perception and other factors consideration relevant b the Stock broker and the Stock broker may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the stock broker shall not be responsible for such variation, reduction or imposition of limits. The Client understands and agrees that the stock broker may at any time as its sole discretion and without prior notice prohibits or restrict the Client's ability to place orders or trade in securities through the stock brokers.
- 1.24 Though orders will generally be routed to the Exchange's computer system within a few seconds from the time the order is placed by the Client on the stock broker's Website, the stock broker shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 1.25 The client agrees that the Stock broker may, at its sole discretion, subject any order placed by a client to manual review and entry, which may cause delay in the processing of the clients order or may result in rejection of such order.

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- 1.26 In case of a market order, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone; system may be recorded by the stock broker. The client also agrees that such recording and the stock broker's records of any orders, instructions and communications given or made by the client or the stock broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
- 1.27 The Client agrees that orders, instructions and other communications given or made over the telephone may be routed through the stock brokers interactive voice response or other telephone system may be recorded by the stock broker. The client also agrees that such recording and the stock brokers records of any orders, instructions and communications given or mad by the client or the stock broker by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.

2. The Account

- 2.1 The Member acknowledges and permits the client to access the account through the Internet Service after completing the necessary formalities.
- 2.2 Client confirms that the information set out in the Client Application Form is complete, true and correct. Client undertakes to promptly inform member in writing of any changes to that information. Member is also authorized at any point of time to conduct credit enquiries on client and to verify the information provided with and including client bankers, brokers or any credit agency.
- 2.3 Member will keep information relating to the Account confidential but may provide any such information to the exchange, the SEBI and any other regulatory bodies to comply with their requirements or requests for information under any applicable laws or regulations, or to an associates company of Member.
- 2.4 Client has received from the member Risk Disclosure Document and has read, fully understood and accepts the provisions of the information to account holders.
- 2.5 Notwithstanding any provision of the Agreement, member shall have the right exercisable at member's absolute discretion at any time to close the account without mentioning any reason and without any liability to client for such closure by terminating this agreement.
- 2.6 Client hereby declare that Clients are the ultimate beneficial owner(s) of the Account, and that Client are not related to or associated with any of stock brokers employees or agents including without limitation as a spouse or as a child under 18 years of such employees or agents and agree that if Client become related to or associated with any of such employees or agents, Client shall promptly notify stock broker of the existence and nature of such association and acknowledge and agree that stock broker may upon receipt of such notice at stock broker's absolute discretion, terminate the Account

3. User Name and Password.

- 3.1 The client will be entitled to username and password, which will enable him to access the Members 'ITORS system for availing of the service
- 3.2 The Client aware that the members ITORS system itself generate the initial passwords. The client agrees and undertakes to immediately change his initial passwords upon the receipt thereof. The client is aware that subsequent passwords are not know or available to the member.
- 3.3 The client shall be responsible for keeping the username and passwords confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through Members 'ITORS system using the client username and/or passwords whether or not such person was authorized to do so.
- 3.4 The client shall immediately inform the member of any unauthorized use of the client's username and passwords with full details of such unauthorized use including the date of such unauthorized use the manner in which it was unauthorized used, the transaction affected pursuant to such unauthorized use, etc.
- 3.5 The client acknowledges that he is fully aware of and understand the risks associated with availing of a service for routing orders over the internet including the date if such unauthorized use of his username and / or

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password by a third party and the risk of a person hacking in to the client account on the Members ITORS system and unauthorized 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 unauthorized use and misuse of his password and /or username and also for any and all acts by any person through the Members ITORS system on the client's username and / or password in any manner whatsoever.

- 3.6 The client shall log off from the ITORS service immediately in case the client is not accessing or using the service and any liability/loss uncured as a consequence of the client not logging off the services shall be borne solely by the client.
- 3.7 The client shall immediately notify the member in writing with full details if :
- a) He discovers or suspects unauthorized access through his username, passwords or account.
 - b) He notices discrepancies that might be attributable to unauthorized access,
 - c) He forgets his password, or
 - d) He discovers a security flaw in the Members ITORS system.
 - e) Any other information which according to the client should be brought to the notice of the member.
- 3.8 In any of the above events specified in clause 3.7 the client shall immediately change his passwords. However if the client is unable to change his password by reason of his having forgotten his passwords or his passwords having been unauthorized changed by some other person or for any other reason, then the client shall immediately request the member in writing to discontinue his old passwords and there upon the member shall cause the members ITORS system to discontinue the use of the clients old passwords and the Members ITORS system shall generate new passwords for the client which shall be communicated to the client. 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 misuse of his password.

4. Transaction and Settlements

- 4.1 The client hereby agrees to make all margins payments as demanded by the member, failing which the member can square up all or any outstanding position of sale and / or purchase without any notice to the client. The client or his legal or his legal representative shall be liable for any losses costs and be entitled to any surplus, which may result there from. The client also authorized the member broker to withhold transfer of shares of his account/family accounts/ relative accounts/ group accounts in case he fails to furnish margin cheques as demanded by the member and hold the same towards margin requirements.
- 4.2 The orders and instructions and all contracts and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the provisions of the exchange.
- 4.3 The member and client agree that the member will not be responsible for partial execution of orders placed by client for any reason whatsoever.
- 4.4 The member may from time to time impose and vary Buying Power limits on the orders, which the client can place through the members ITORS system (including exposure limits, turnover limits, limits as to maximum quantity and value of stock, etc) The client is aware and agrees that the member may need to vary to reduce the limits or impose new limits urgently on the basis of the members risk perception and other factors considered relevant by the member 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 inability to route any order through the members ITORS system on account of any such variation, reduction or imposition of limits. The client understands and agrees that the member may at time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trades in securities through the members ITORS System.
- 4.5 The client hereby agrees to adjust his credits against the debits lying in other family or group accounts of the exchange and across segments of the exchange and authorizes member to pass appropriate journal entries accordingly.
- 4.6 The client hereby authorizes the member to maintain his account on running basis. The client also authorizes the member to hold his credit in anticipation of future debits.

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- 4.7 It is hereby specifically agreed that the client will call the members office and take confirmation / contract note / bills from the member or access the same on his email id/ digitally signed documents / web site by logging onto his account. Any discrepancies in the trades for the day must be pointed out in writing at the time of the confirmation or latest writing within two working days failing which member broker will not be liable for the resultant financial loss, if any. The member shall send the contract not via courier or email on the transaction date. It shall be responsibility of the client to send the original contract note incase of discrepancy to the member within 48 hours of receipt to enable the member broker to send revised copy of the contract note.
- 4.8 The client agrees to download his account statement I contract notes from members website www.inansec.in (or accordingly any such web site name which the member will have and want the client to use, and shall accordingly convey to the client). Any discrepancy in the account statement / contract note shall be brought t the notice of member by the client in writing within two working days from downloading, failing which the account statement appearing in the books of the member shall be deemed to be correct and accepted by the client. In case such information is not available on the website for a technical reason, the client takes the responsibility of calling the member office and getting the required information.
- 4.9 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 the BOLT system, as the case may be. The Client agrees that the information send by Member by E-mail is deemed to be a valid delivery of such in formation by the Member. The clients aware that the Member has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the Members 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.
- 4.10 The client hereby agrees to execute all orders at around market places. The client agrees to ensure that there will be no attempt made for price distortion and price rigging through any means.
- 4.11 The client authorized the member to square up all his outstanding positions, which are not marked for delivery within reasonable time before closing time on the normal market. Any profit/Loss arising out of square off shall be at risk of and will be entirely borne by the client.
- 4.12 The member at his discretion may execute trades on behalf of the client at the request of the client, in case of system failure at the clients end. Any profit/Loss arising out of such trades shall be at the risk of and will be entirely borne by the client.
- 4.13 In case of delayed payments by the client to the member for his settlement obligation on the due dates, interest will be charged by the member in respect of such delayed payment. The said delayed payment shall include daily margin, mark to market margin and other margins and pay-in obligation. The interest will be levied at such rates as may be decided by the member from time to time but not exceeding 24% p.a.
- 4.14 When the client places a request to cancel/modify an order the cancellation/modification
- 4.15 The client shall not be entitled to presume an order as having been executed or cancelled until the client receives a confirmation from the member or the members ITORS system.
- 4.16 The Client acknowledges and agrees that client shall be solely responsible for all the orders communicated through the internet services, and neither the member nor any of the members directors, officers or employees shall be liable to the client, or to any other person claiming under or through the client, for any claims made with respect to the receipt and execution of any such orders.
- 4.17 Any orders communicated to the member through the internet service will be considered to have been sent by client. The client agrees to notify the member immediately if client does not receive any confirmation (whether by hard copy, electronic or verbal means) that an order communicated by the client through members ITORS System has been received or executed by the member and / or for receives a written confirmation of an order or its execution which is not accurate or for which client did not place an order.
- 4.18 The Client acknowledges and agrees that the member and member directors officers employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by client arising from any delay

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- or failure to perform any of members obligations hereunder or in transmission, receipt, execution or confirmation of orders due to any breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities or to any unauthorized access, tampering, modification or alteration or the service and / or the data and information contained therein or to any other causes beyond members control including but not limited to governments restrictions, exchange or market ruling, suspension of trading servers weather, earthquakes and strikes and should client experience any problems in communicating with member through the internet service, client shall use all other alternative means available to communicate with the member.
- 4.19 The Member shall have an absolute discretion to accept or reject any orders or the execution of any orders until (as the case may be) there are sufficient cleared funds in the accounts of the client or there are sufficient securities in the accounts of the clients, for settlement of the relevant transaction.
- 4.20 The client agrees that he has solely made and relied upon his own judgments and decision with respect to each transaction, and have not relied or will not rely upon any advice or information or suggestion or research reports rendered by any of the members directors, officers, employees or agents.
- 4.21 If the client resides or gives any orders to member from outside India, client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which the client orders are given and client further agrees that client shall when, in doubt, consult, or obtain legal and professional advice in or of the relevant jurisdiction. Client agrees and accepts to pay the applicable taxes, duties, imposition or charges payable to relevant authorities in respect of the client giving any order from outside India and the execution of such order. Client further agrees to indemnify member for any claims, demands, actions, costs and expenses member may suffer or incur in connection with or arising from client giving an order from outside India.
- 4.22 Unless otherwise agreed, in respect of each transaction and unless member is already holding or securities on clients behalf to settle the transaction, client will pay member clear funds or deliver to member securities in deliverable form (as the case may be) or other wise ensure that member receives such funds or securities by such time as member may notify to client in relation to that transaction. If client fail to do so, member may without any liability on members part in the case of a purchase transaction, sell the purchased securities and/or any other securities which member are already holding on clients behalf to satisfy clients obligations to member and in the case of a sale transaction, borrow and/or purchase securities in order to settle the transaction.
- 4.23 The Client will be responsible to member and indemnify member against any losses, costs and expenses resulting from client settlement failures.
- 4.24 The Client hereby agrees to pay interest on all overdues balances (including interest arising after judgment debt is obtained against client) at such rates and on such other terms as member may have notified the client from time to time but not exceeding 24% p.a.
- 4.25 In the case of a purchase transaction, if the selling broker fails to deliver on the settlement date and member have to purchase securities to settle the transaction client shall be responsible and liable to pay to the member for the costs of such purchases.
- 4.26 The client will notify member in respect of the sale order, in respect of which the, client does not hold securities i.e. involves short selling. The client will be responsible to square off the position in such cases or client shall bear the auction & other charges if the position does get square off.
- 4.27 Client understands and agrees that, for mutual benefit and protection, member may electronically monitor and or record any of the client's electronic, telephone or other means of communication and orders conducted with the member.
- 4.28 Every Transaction indicated or referred to in any notice, statement, confirmation or other communication received from the member shall be deemed as correct and confirmed by client unless member shall receive from client written notice to the contrary within seven (7) days from the date of such notice, statement, confirmation or other communication.
- 4.29 Every statement of account received by the client from the member shall, in the absence of manifest error be conclusive and binding on client as to the amount standing to the debit or credit of the account

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5. Brokerage, Commission and fess

On all transactions, client shall pay member brokerage and charges, as notified to client, as well as applicable levies imposed by the exchange / SEBI from time to time, all applicable stamp duties, bank charges, fees, and other expenses of or the transactions. Member may be charged such brokerages, charges, levies, duties, fees and expenses from the contract/bill of the relevant settlement and/ or account in respect of the transaction.

6. Risks linked with Internet Trading

6.1 Client acknowledges and accepts that the price of securities can and does fluctuates and that any individual securities may experience downward movements, any may under some circumstances even become valueless.

Client therefore appreciates that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.

6.2 Client also acknowledges and accepts that there are risks in leaving securities in member's custody. I.e. if the member is holding client securities and member becomes insolvent, Client may experience significant delay in recovering the securities.

6.3 Client acknowledges and accepts that the internet is an inherently riskier medium of communication and provisions of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of service depends upon, amongst others the service providers and the telephone, modem, cable, systems, facilitates and the like used and operated from time to time by such providers and other participant. Client acknowledges and further accepts that, as a result of such Unreliability, there are risks associated in using such means of communications including congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omission or delays in the transmission and receipt of orders and other data and information and in the execution and conformation of orders and/ or the execution of order at price which may be different from these indicated on the service or prevailing at the time the order were given. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and and/or the system, components and software used or comprised in the service

which may result in the use, manipulation, retrieval or the or loss of data and information including client personal data.

7. Option for placing an order through means other than Internet

7.1 In case faults/failures as mentioned above or any other kind of faults / failures in the Internet Tread Order Routing system arise due to technical or any other reasons, the Client shall have option to place the order by telephone, fax, E-mail, internet chatting or any other reasonable mode.

Where the client has opted for the orders to be placed by the above modes, the client shall be solely responsible for the orders placed by the members on his behalf. Under such cases at the request of the client, the member at his discretion may execute trades on behalf of the client.

7.2 Client shall transmit the Fax or Email or phone instructions only to the fax number and/ or phone informed/ provided to the client by member.

7.3 The member is requested by client and shall be entitled to treat any Fax/Email submission or phone call as fully and duly authorized by and binding upon client and further be entitled (but not bound)to take any step replying upon the same, believing the Fax/Email submission or phone call, in good faith as appropriate regardless, of the amount of money involved and not with standing any error in transmission or reception of such Fax/Email Submission, phone call or any misunderstanding or ambiguity or lack of clarity in the terms of such Fax/Email Submission and/or phone call.

7.4 Client shall indemnify the member and keep them indemnified and save harmless, at all times against any and all claims, losses, damages, costs liabilities and expenses incurred by the member or required to be incurred suffered or paid by the member and also against all demands, actions, suit proceedings made, filed/instituted against the member, in connection with or arising out of in relation to or arising out of in relation to or as a consequence of.

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- a. The member acting pursuant to/or in accordance with or relying upon any Fax/Email submission / phone call/ internet chatting received by the member which it believes in good faith to be such a Fax/Email Submission / Phone Call/ Internet chatting and / or.bn
- b. Any unauthorized or fraudulent Fax/Email Submission/ Phone call / internet chatting to the member. PROVIDED that this indemnify shall not be available to the member, if the liabilities for which the member seek indemnification hereunder, arises directly and completely from its own negligence or willful default.
- c. The member not having acted on the Fax/Email submission / Phone call/ internet chatting due to non-receipt of the transmission of receipt of incomplete or partly/ fully unreadable transmission or non-receipt of call clearly/party/ fully un-hearable.
- d. The member not having acted on any Fax/Email submission sent/ phone call/ internet chatting by a client on a number other than the number / email id mentioned by the member for the purpose of Fax/Email transmission.

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- 8.1 Member shall notify to the client of material changes in respect of members business, which may affect the services member provide to client.
- 8.2 If any of the provision of this agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction or by any regulatory authority agency or body, such invalidity or unenforceable by any court of competent jurisdiction or by any reguthorith agency or body, shall attach only to such provision and the validity of the remaining provisions were not contained herein.
- 8.3 The extent permitted by law, member may from time to time amend any of the terms and conditions of this agreement by notifying client and such amendments shall come into effect immediately upon clients deemed receipt of member notice.
- 8.4 Any waiver by member of any time or strict compliance with any of the terms or conditions of this agreement or any continued course of such conduct on member part shall in no event constitute or to be considered as a waiver by member of any of member powers, rights, remedies, privileges.
- 8.5 Client shall not assign any of his right and or obligation under this agreement to any other person except with member's prior written consent.
- 8.6 In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or 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.
- 8.7 The provision of this agreement shall always be subject to government notification, any rules, regulations and guidelines issued by SEBI and the exchange rules, regulations and byelaws that may be in force from time to time.
- 8.8 The agreement entered into between the member or 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.
- 8.9 The instructions issued by an authorized representative of the clients shall be binding on the client in accordance with the letter authorized representatives to deal on behalf of the client.
- 8.10 The client is aware that the 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.
- 8.11 The client agrees that the member shall not be liable or responsible for non-execution of the orders of the client due to any link/system failure at the client /member/exchange end.
- 8.12 The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellations, member shall be entitled to cancel relative contract(s) with the client.

Signature: _____

INAN SECURITIES LTD.

B/23 2nd floor Plot No. 13, Wadala Sriram Industrial Estate, G.D. Ambekar Marg, Wadala (W),
Mumbai - 400 031, Ph: 43486000 Fax: 24172111

Registered Office: G-15, Raghav Ratna Towers, Chirag Ali Lane, Hyderabad - 500001.
Ph: 23201279, Fax: 23200969, E-mail: info@inansec.in Visit us at: www.inansec.in

8.13 The member and client hereby agrees that any amendment to this agreement due to inclusion / deletion of clauses / provisions by the stock exchange under the bye-law, rules and regulations and /or under the SEBI guidelines by way of circulars, press releases, committee reports, shall become applicable to the client.

8.14 The client shall not use the guest e-mail facility to the member time sensitive instructions or to give personal credit information or an address change. The member shall not be liable for any actions not taken or any omission to act on any such e-mail message the client ends to the Members

8.15 The client is aware and acknowledges that trading over the internet Involves many certain factors and complex hardware, software, systems, communication lines, peripherals, etc which are susceptible to interruptions and dislocation and the members ITORS services may at any time be unavailable without further notice. The member and the exchange do not make any representation or warranty that the members ITORS service will be available to the client a all times without any interruption. The client agrees that he shall not have any claim against the exchange's or the member on account of any suspension, interruption, non-availability or malfunctioning of the member's ITORS system or service or the exchanges or systems for any reason whatsoever.

9 Investment advice

9.1 The acknowledgment that the member shall not be liable to provide him with any legal, tax, investment or accounting advice regarding the suitability or profitability of security or investment .

9.2 The client also acknowledgment that the member 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

9.3 The client agrees that in the event of the member or any employees or official of the member providing any information or advice of 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

9.4 The client assumes full responsibility with respect to his investment decisions and transactions.

9.5 The member, its officers, directors, partner, employees, agent, and affiliates will have no liability with respect to any investment decisions or transactions of the client.

10 Law and jurisdiction

9.6 The agreement shall be governed by and construed in all respects in accordance With the laws of the republic of the India and courts in Mumbai, India shall have Jurisdiction over this agreement and arbitration proceedings in relation to the agreement.

9.7 The agreement and all trades, contract and transactions between the member and the client pursuant the member, the exchange shall be subject to the provision, the rules and bye laws regulations and other provision of its clearing house, the provisions of the Securities and exchange Board of India Act 1992,the Securities Contracts(Regulations) Act of 1956 and the rules and regulation, made there under and as amended from time to time.

9.8 The member and the client are aware of the provision 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 provision. All trades, transactions and contract are subject to the Bye-Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and be performed in 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.

11 Dispute Resolution

9.9 Any claim, dispute or difference arising between the parties hereto in respect of this agreements or any contracts, dealing or transactions pursuant hereto or any rights, obligations terms or conditions as contained in the 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's provision

Signature: _____

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12 Miscellaneous

12.1 The client agrees and undertakes to immediately deposit with the Stock Broker Such cash, securities or other acceptable security, which the Stock Broker may require as margin. The client agrees that the stockbroker shall be entitled to require the Client to deposit with the stock broker a higher margin than that prescribed by the Exchange. The stock broker shall also be entitled to require the Client to keep permanently with the stock broker a margin of a value specified by the stock broker so long as the Client desires to avail of the Stock broker's ebroking system.

12.2 The Client understands and agrees that the Stock Broker may discontinue Ebroking Service in part or in its entirety and change the terms of the service (including the terms on the stock broker's broking website) at any time and from time to time, without prior notice.

13 INDEMNITY

9.10 The Stock broker shall be indemnified by the client in case of any action initiated against the Stock Broker 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 Stock broker 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.

9.11 In the event of death or insolvency of the client, winding up or liquidation, or their otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, the Stock Broker may close out the transaction of the client and the client his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

9.12 The client is aware that authentication and strict securities measures are required for internet trading through order routed system and undertake to ensure that the password of the client and/or their authorized representatives are not revealed t any loss, injury claim or any action instituted against the stock broker arising from the misuse of the password by any party.

9.13 The client shall indemnify and keep indemnified the Stock Broker harmless from and against all claims, demands, actions proceeding, loss, damage, liabilities, changes and/or expenses that are occasioned or may be occasioned to the Stock Broker directly or indirectly, as a result of bad delivery of share/securities and/or as a result of fake/ forged/stolen share/securities/transfer documents that are introduced or that may be introduced by or through the client during the course of his dealings/operations on the Exchange.

14 FORCE MAJEURE: The Stock Broker 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 directly or indirectly by exchange or market ruling, suspension of trading, fire, flood, civil, commotion, earthquake, war, strikes, failure of the systems, failure of the internet links or government/ regulatory action.

15 SERVERANCE : In the event of any one or more of the provision contained in this agreement becomes invalid illegal or unenforceable in any respect under any law for the time being in force, the validity, legality and enforceability of the remaining provisions contained herein shall not in anyway be prejudiced or affected thereto .

16 The Client dispenses with the requirement of sending any communication in physical form. Any communication sent by the Stock Broker in electronic form to the know E-mail address of client or through access to the web- site of Stock Broker described in this agreement shall be binding on the client.

17 NOTICE : All notices, correspondences or communications issued under this agreement shall be served in any one or more of the following modes of communication and such notice or communication shall be served at the ordinary place of residence and/or last know web address/ residing address and/or at the ordinary business address of the party to this agreement such as:

a) By hand delivery

Signature: _____

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- b) By post
- c) By registered post / courier
- d) Under certificate of posting
- e) By telegram
- f) By electronic mail or posting
- 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 at least 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 Stock Broker to the client shall be deemed to have been properly delivered or served, if such communication is returned to Stock Broker as unclaimed / refused / undelivered, if the same was sent in any one or 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.

IN WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

Signature: _____