

# AGREEMENT FOR INTERNET TRADING

This agreement is made at Kochi on this .....day of .....20..... between Hedge Commodities Ltd , a company incorporated under the Companies Act-1956, having its registered office at 1205, Dalamal Tower, Nariman Point Mumbai - 400021 (member of National Spot Exchange Ltd(NSEL)/hereinafter called MEMBER and ..... a individual/company/trust/firm or any other body duly formed and registered under the Relevant Act, hereinafter called the CLIENT, having its residence/registered office at.....

## WITNESSTH:

Whereas the MEMBER is registered as TRADING MEMBER of National Spot Exchange Ltd (NSEL) whereas the CLIENT is desirous of investing/trading in those contracts admitted for dealing on the Exchange as defined in the By-Laws of the Exchange.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in those contracts admitted for dealing on the Exchange and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CLIENT and investment objectives relevant to the services to be provided.

Whereas the MEMBER has taken steps and shall take steps to make the CLIENT aware of the precise nature of the Member's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

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

## GENERAL TERMS AND CONDITIONS GOVERNING INTERNET TRADING

### (1) Internet Order System

The Client shall place his/her/its orders to the Member through the Internet over the Member's web site/software or through telephone when the Client is unable to place orders through internet or when it is highly inconvenient for him to place his orders through internet or in such other manner as the Member may permit.

### (2) Legal Compliance

The client confirms that he has read, understood and signed the Risk Disclosure Documents appended with the client registration form and understands the Risks involved in the purchasing, selling and trading in contracts (including entering into Derivative Contracts), whether such Risks are contained in the Risk Disclosure Documents or not, and client is fully responsible for his/her/its dealings. The client shall be bound by the Risk Disclosure Documents and all amendments there to from time to time and the client undertakes to continuously remain aware of such amendments.

### (3) Authorization to Member

The client hereby authorizes the Member to take all such steps on the clients behalf as maybe required or advisable in the members opinion for compliance with the Exchange Provisions or any other provisions of the law to complete or to settle all transactions entered in to through or with the Member or executed by the Member on behalf of the Client. However, nothing herein shall oblige the Member to take such steps.

### (4) Investment Advice and Information

Client agrees that all investment and disinvestments decisions of the client are based on the client's own evaluation of markets and investment objectives. This extends to any decision made by the client on the basis of any information that may be made available on the website of the Member. The client will not hold nor seek to hold the Member or any of its officers, Directors, employees, agents, subsidiaries, affiliates etc. liable for any trading losses or other losses, caused or damage incurred by the client consequent upon relying on investment information, research opinion or advice or any other material information whatsoever on the website of the member whether put-up by the Member or any other Agencies. The client agrees that he will not solicit any advice or opinion for taking investment decisions from the Member or his employees etc. and even if he suffers any loss by relying upon any such information or advice allegedly supplied by the Member or his employees, Agents or Associates, the client will not hold the Member responsible for such advice or opinion.

### (5) Further Documentation

The client agrees to execute any further documents as directed by the member for any legal compliance or to comply the directions from the Exchange or any Regulatory Authorities or to follow member's policies which are not in violation of any legal provisions. The client further agrees that he /she/it shall notify in writing any material change, immediately after such change, in the information provided by the client to the Member at the time of opening of the clients account with the Member or at any time.

### (6) Order placement Through Telephone

a. The client is aware that the Client can place orders through telephone and while passing of such orders the Member or his employees may ask the Client details including his Client Id allotted by the Member at the time of account opening and his personal details as informed by the client to the Member for the purpose of confirming the fact that the order has been placed by the Client himself. The client shall ensure proper safe guard of the Client Id allotted to him and keep his personal details confidential. The client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the client become aware of any loss, theft, or unauthorized use of the clients account / user id ,or any failure by the client to receive an accurate confirmation of an execution including the contract note for the same or any receipt by the client of confirmation of an order and/ or execution which the client did not place; or any inaccurate information in the Client's account balances, transaction history. In the case where the Client notifies such loss, theft or unauthorized use of the client's Client Id the member shall suspend the use of the account of the client. However the client shall be responsible and liable for all transactions that are carried out by the use of the Client Id and personal details. When any of the above circumstances occur neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the client or to any other person whose claim may arise through the client with respect to any of the circumstances described above

b. While placing orders through telephone as stated above, the Client shall ensure the availability of funds in his/her/its account intimated to the Member, required for meeting his/her/its pay in obligations, at the time of placing the order through telephone to the Member. The Member shall not be responsible for any claim, loss damage arising out of non-availability/shortage of funds in the Client's account for meeting the pay in obligation.

c. The Client understands that placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Client account.

d. The Client is required to ascertain the status of his/her/its order (including any rejection of the same) and no separate confirmation of the execution/rejection of the order would be sent to the Client either physically or electronically unless the client specifically request to the Member for the same with respect to any order placed by the client. Further, the Exchange may cancel the trade suomoto without giving any reason thereof. The Member shall be entitled to cancel relative contracts with the Client. The Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. Further, member may, at its sole discretion, subject any order made by the CLIENT to manual review and entry, which may cause delays in the execution of the CLIENT'S orders. The Client can view the transactions of the Client using the Internet Trading software of the Member. The physical copy of the transaction statement or the account statement shall be sent only on request to the Client.

(7) The failure of a Client to understand the risk involved or the failure of a Member to explain the risk to the Client shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in Derivatives.

(8) The Client hereby authorizes the Member at its discretion and if the Member deems fit for its protection to buy, sell, or close out any part or all of the derivative contracts held in the Client's account with the Member in case of shortfall in margin. Any or all incidental expenses incurred by the member for the same will be reimbursed by the Client. The Client is liable to pay an initial margin-up-front on or before creating a position in any Derivative contract. Such margin shall be decided by the member or the Exchange from time to time. The Client may also be liable to pay withholding margins, special margins or such other margins as considered necessary by the Member or the Exchange from time to time. The Members is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange) and the Client shall be obliged to pay the same.

(9) In case where the payment by the Client towards the Margin is made through a Cheque/DD issued in favor of the Member the trade(s) may be executed by the Member upon the realization of the funds of the said Cheque/DD if the Member so opts .

### (10) Mistaken Order

The Member shall not be responsible for any order that is made by the Client by mistake and every order that is entered by the Client through



the use of the allotted Client Id and the password shall be deemed to be a valid order for which the Client shall be fully responsible.

- (11) Cancellation or Modification of Orders  
 (i) The execution or order cancellations or modifications are not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchange. Market orders are subject to immediate execution. The Client shall not presume that an order has been executed or cancelled or modified on placing such orders and the Client is required to verify the status of his/her/its orders on the website in accordance with the Clauses as provided above.  
 (ii) Unless otherwise specified by member, any order not executed at the end of the day shall stand cancelled.  
 (iii) The trade(s) may also be cancelled on account of following reasons:  
 A) There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers.  
 B) The electronic trading systems either at the exchange or in the Member's offices are vulnerable to temporary disruptions or failures.  
 (iv) In the event of trade cancellation due to such events or vulnerabilities, Member shall be entitled to cancel relevant contract(s) with the CLIENT. At times, due to unforeseen circumstances member may not be able to execute the desired transactions (either the CLIENTS own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. Member does not accept responsibility for any losses that the CLIENT may incur on such eventualities beyond the control of Member.
- (12) 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/ MEMBERS/EXCHANGE end.
- (13) Recording of Conversations  
 The Client agrees and authorizes the Member, at its sole discretion and without prior notice to the Client, to record any conversation between the Client and the Member. Such recording shall be accepted as conclusive and binding evidence for all purposes including to resolve disputes regarding execution of orders subject to these Terms. However the Member is not bound to record all such conversations between the client and the Member.
- (14) Conclusiveness of Records  
 The Member's own records of the trades/transaction maintained through computer systems or otherwise shall be accepted as conclusive and binding on the Client for all purposes.
- (15) Interruption in Service  
 The Member does not warrant that the service will be uninterrupted or error free. The service is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The Client agrees that the Member shall not be held responsible for any breakdown of the systems either due to the fault of the systems of the Member or of the Exchange or otherwise.
- (16) Indemnity  
 Though orders are generally routed to the market/place immediately after the time the order is placed by the Client on the system there may be a delay in the execution of the order due to any link/system failure at the Client/member/Exchange's end. The Client hereby specifically indemnifies and holds the Member harmless from any and all claims, and agrees that the Member shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the internet, shut down of systems for any reason (including on account of computer viruses), unauthorized access, theft any fraud committed by any person whether in the employment of the Member or otherwise or any problem, technological or otherwise that might prevent the Client from contacting the Member through telephone or entering the Member's systems or from executing an order or in respect of other conditions
- (17) Severability  
 In the event of finding any terms and conditions of this agreement, invalid or unenforceable by any competent authority, such invalidity or unenforceability will attach only to such provisions or terms of this agreement and the remaining portion of the agreement will be fully valid and enforceable.

**MEMBER CLIENT COMMUNICATION**

- (1) Change of Address  
 Unless the Client informs the Member of the change of the address for communication in writing all notices, 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.
- (2) Protection of Password and Client Code  
 The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorized use of the Client's Password, Client Id and account number or any receipt by the Client of confirmation of an order and / or execution which the Client did not place; or any inaccurate information in the Client's account balances, transaction history. In case when the Client notifies such loss, theft or unauthorized use of the Client's Password, Client Id and account number to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that

are carried out by the Client password. When any of the above circumstances occur, neither the Member nor any of its officer's directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

**SECURITY SAFEGUARDS**

- (1) Use of Client-ID / Client Code and Password  
 The Client confirms and agrees that it will be the sole authorized user of the Client Id / Client Code and Password or other identification or security code (by whatever name called) to be given to the Client by the Member to access Member's system or service through Member's website, over the telephone or in such other manner as may be permitted by the Member for availing of the service. The Client accepts sole responsibility for use, confidentiality and protection of the Client Id / Client Code, Passwords, etc. as issued by the Member to the Client from time to time (hereinafter referred to as "Security Codes") as well as for all orders and information changes entered into the Client's account, using such security codes. The Client shall ensure that such security codes are not revealed to any third party or recorded in any written or electronic form and if the Client forgets the security codes, a request for change of such Security codes should be sent to the Member in writing. On receipt of such a request, the Member shall discontinue the use of the old security code (s) and shall generate a new security code (s) for the Client which shall be communicated to the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old security code (s). Neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client in respect of the circumstances described above. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the CLIENT and/or his authorized representative are not revealed to any third party
- (2) Responsibility for Use of Security Code (s)  
 The Client is aware that the Member's Internet 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. Any order entered using the Client's code (s) either through the web site or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Member's services through the use of the Client's security code (s) the Client will be deemed to be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Client.
- (3) Communications Equipment of the Client  
 The Client is responsible for installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the Client's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the Client in accessing the web site or related services will be borne by the Client.
- (4) Client's Infrastructure  
 For the purposes of these Terms, it is presumed that the Client has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of the Member. The Member will not (and shall not be under any obligation) to assist the Client in installing the required infrastructure or obtaining the necessary equipment permits and clearances to establish connectivity or linkages to the web site of the Member.
- (5) Secure Electronic Records and Digital Signatures  
 In the event that the certifying authorities and other infrastructure contemplated under the information Technology Act, 2000, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same in place of the existing system, the Member would have the right to require the Client to authorize the various transaction on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the Client password.

Client's Signature/ Authorized Signatory:

Member's Signature / Authorized Signatory:

Signed by:

Name of the Client

Witness:  
 On behalf of Client  
 Signature  
 Name & Address

Witness:  
 On behalf of Hedge Commodities Ltd  
 Signature  
 Name & Address

