

Agreement between Member & Client (Internet Trading /STWT)

This agreement is made at _____ this _____ day of _____, 20____ between M/s. Zen Securities Limited (member of National Stock Exchange of India Ltd. with SEBI Registration No.:INB230684937 in the Capital Market / Cash Segment and SEBI registration number INF230684937 in the Futures and Options Segment and SEBI registration number INE230684937 in the currency derivatives segment and MFSS segment hereinafter called MEMBER and having its registered office at 6-3-788/32, 3rd Floor, Vamsee Estates, Ameerpet, Hyderabad - 500 016, 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 Stock Exchange of India Ltd. with SEBI Registration No. : INB230684937 in the Capital Market / Cash Segment and SEBI registration number INF230684937 in the Futures and Options Segment and SEBI registration number INE230684937 in the currency derivatives segment and MFSS segment.

Whereas the MEMBER is eligible for providing Internet based trading and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc which use Internet Protocol (IP).

Whereas the CLIENT is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange. For this purpose, the CLIENT is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER to deal in securities and wishes to execute his orders through him and the CLIENT shall continue to satisfy itself of such capability of the MEMBER before executing orders through him.

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

Whereas the MEMBER has taken steps and shall 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 :

1. The MEMBER agrees that it has complied / shall comply with all requirements applicable to securities trading using wireless technology as may be specified by SEBI & the Exchange from time to time. The provisions and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
2. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.
3. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, MEMBER may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.
4. The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any

effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions. The MEMBER has brought to the notice of the client the possible risk, responsibilities and liabilities associated with securities trading using wireless technology.

5. The Member shall provide information with respect to the addresses of the Internet web site/web page where detailed information would be available about securities trading through the use of wireless technology. The CLIENT is aware that as it may not be possible to give detailed information to the investor on a hand held device e.g. mobile phones, minimum information may be given with address of the Internet web site/web page where detailed information would be available.
6. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the client.
7. 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 authorised representative are not revealed to any third party.
8. 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.
9. The Stock Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
10. The MEMBER shall also send the Order/Trade confirmation slip through E-mail to the CLIENT at his request, within _____ (time period as specified by the Client) from the time of execution of order/trade on the NEAT system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER. The aforesaid information regarding order and trade confirmation shall be provided on the device of the CLIENT in the case of STWT.
11. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger than that specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.
12. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
13. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

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

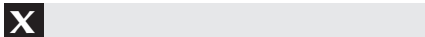

Member : M/s. ZEN SECURITIES LIMITED

Signed for and on behalf of CLIENT

By :

By :

Signature :

Signature :  

Title : **Authorised Signatory**

Title :

Witness Sign :

Witness Sign :

Name :

Name :

Address : GEV Tulasi, 3rd Floor, Plot No. 151,
152 & 153, Pragathi Nagar, Opp. JNTU,
Quthbullapur, R.R. Dist, Hyderabad - 90

Address :

Agreement between Stock Broker & Client Internet Trading (ITORS) - BSE

THIS SUPPLEMENTAL AGREEMENT ("this Agreement") is executed at _____
on this _____ day of _____, 20_____.

BETWEEN

M/s. Zen Securities Limited, a company / body corporate incorporated under the provisions of the companies Act, 1956, having his registered office at 6-3-788/32, 3rd Floor, Vamsee Estates, Ameerpet, Hyderabad - 500 016, hereinafter referred to as "the Trading Member", (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 ONE PART;

AND

Mr./ Ms/ M/s. _____, an individual / a sole proprietary concern / a partnership firm/a body corporate, registered/ incorporated, under the provisions of the Indian Partnership Act, 1932/ the Companies Act, 1956 having his/her/its residence/ 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 his/her heirs, executors, administrators and legal representatives) of the OTHER PART;

WHEREAS:

- (i) The Trading Member is a Trading Member of Bombay Stock Exchange Ltd, ("the Exchange") and is also registered with the Securities & Exchange Board of India ("SEBI") as a stock broker with SEBI Registration No. INB010684935 (in capital Market segment) and INF010684935 (in Derivatives Segment)
- (ii) The Client is a client/constituent of the Trading Member, and the Trading Member and the Client have entered into a Trading Member-Client Agreement dated the _____ day of _____, _____ in accordance with the model agreement prescribed by SEBI ("the Main Trading Member-Client Agreement");
- (iii) The Trading Member offers and/or proposes to offer the ITORS Service to its clients; and the Client desires to avail of the Trading Member's ITORS Service for purchasing, selling or otherwise dealing in securities;
- (iv) The Trading Member and the Client desire to enter into this Supplemental Agreement to the Main Trading Member-Client Agreement in order to record the agreement between them relating to the Trading Member's ITORS Service to be availed of by the Client.

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

1. 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 Bombay Stock Exchange Ltd and includes a segment of the Exchange.
- (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 ITORS prescribed by the Exchange, as amended from time to time.
- (iii) "ITORS" means Internet based Trading Through Order Routing System, being a system approved by the Exchange for enabling clients to route their orders to their Trading Member/s over the internet.
- (iv) "ITORS Account Application" means the application submitted by the Client to the Trading Member to permit the Client to avail of the Trading Member's ITORS Service.
- (v) "ITORS Service" or "Service" means the service offered by the Trading Member to its clients through ITORS where under the clients can route their orders

for purchase, sale and other dealings in securities through the Trading Member's ITORS System.

- (vi) "Trading Member's ITORS System" or "Trading Member's ITORS WebSite" means the web site hosted by the Trading Member on the internet through which the Trading Member offers the ITORS Service and includes the hardware and software used for hosting and supporting the WebSite.
- (vii) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (viii) "SEBI" means the Securities & Exchange Board of India.
- (ix) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

1.2 In this Agreement, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

1.3 In this Agreement, 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.

- 1.4 In this Agreement, 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.
- 1.5 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.

2. AGREEMENT TO PROVIDE AND AVAIL OF THE ITORS SERVICE : The Trading Member agrees to provide the Trading Member's ITORS Service to the Client, and the Client agrees to avail of the Trading Member's ITORS Service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the Trading Member's ITORS Web Site.

3. USER NAME AND PASSWORD:

- 3.1 The Client will be entitled to a username and password, which will enable him to access the Trading Member's ITORS System for availing of the Service.
- 3.2 The Client is aware that the Trading Member's ITORS System itself generates the initial password and that the Trading 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 Trading Member. 3.3 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 whosoever through the Trading Member's ITORS System using the Client's Username and/or Password whether or not such person was authorised to do so.
- 3.4 The Client shall immediately inform the Trading 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.
- 3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and 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 Trading Member's ITORS 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 Trading Member's ITORS System on the Client's Username in any manner whatsoever.
- 3.6 The Client shall log off from the ITORS Service 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 borne solely by the Client.
- 3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Trading Member in writing with full details if :
 - (i) he discovers or suspects unauthorised 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 Trading Member's ITORS System.
- 3.8 In any of the above events specified in Clause 3.7, 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 Trading Member in writing to discontinue his old Password; and thereupon the Trading Member shall cause the Trading Member's ITORS System to discontinue the use of the Client's old Password and the Trading Member's ITORS System shall generate a new Password for the Client which shall be communicated to the Client. At no point in time shall the Trading 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.

4. TRANSACTIONS AND SETTLEMENTS:

- 4.1 All orders for purchase, sale or other dealings in securities and other instructions routed through the Trading Member's ITORS System via the Client's Username shall be deemed to have been given by the Client.
- 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 Exchange Provisions.
- 4.3 The Trading Member may from time to time impose and vary limits on the orders which the Client can place through the Trading Member's ITORS 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 Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member's risk perception and other factors considered relevant by the Trading Member, and the Trading Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Trading Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Trading Member's ITORS System on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Trading 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 Trading Member.
- 4.4 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 Trading Member's ITORS System, the Trading Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay.
- 4.5 The Client agrees that the Trading 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.
- 4.6 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 Trading Member's ITORS System.

5. MARGIN : The Client agrees and undertakes to immediately deposit with the Trading Member such cash, securities or other acceptable security, which the Trading Member may require as margin. The Client agrees that the Trading Member shall be entitled to require the Client to deposit with the Trading Member a higher margin than that prescribed by the Exchange. The Trading Member shall also be entitled to require the Client to keep permanently with the Trading Member a margin of a value specified by the Trading Member so long as the Client desires to avail of the Trading Member's ITORS Service.

6. CANCELLATION REQUESTS

- 6.1 When the Client places a request to cancel an order,

the cancellation of that order is not guaranteed. The order will only be cancelled if the Client's request for cancellation is received and the order is successfully cancelled before it is executed.

6.2 The Client shall not be entitled to presume an order as having been executed or canceled until a confirmation from the Trading Member is received by the Client.

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

7. BROKERAGE, COMMISSIONS AND FEES

7.1 The Client agrees to pay the Trading Member brokerage, commission, fees, service tax and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and the services that he receives from the Trading Member.

7.2 A schedule of brokerage, fees and commissions, applicable service and other taxes and other transaction expenses shall be provided by the Trading Member to the Client from time to time upon request by the Client.

8. CONFIRMATIONS: Online confirmation will be available to the Client upon execution or cancellation of an order placed by him through the Trading Member's ITORS System. This shall be followed by a confirmation, which may be sent by postal mail, electronic mail or other electronic means. It is the responsibility of the Client to review upon first receipt, whether delivered to him online, by postal mail, by electronic mail, or other electronic means, all confirmations of transactions or cancellations.

9. INVESTMENT ADVICE

9.1 The Client acknowledges that the Trading Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.

9.2 The Client also acknowledges that the Trading Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Trading Member or any of its employees.

9.3 The Client agrees that in the event of the Trading Member or any employee or official of the Trading Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client, and the Trading 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 Trading Member, its officers, directors, partners, employees, agents and affiliates will have no liability with respect to any investment decisions or transactions of the Client.

10. SUPPLEMENTAL TO MAIN TRADING MEMBER – CLIENT AGREEMENT : This Agreement is supplemental to, and does not supersede, the Main Trading Member-Client Agreement. Save and except as modified expressly or by implication by this Agreement the Exchange Provisions or the terms of the Trading Member's ITORS WebSite, the provisions of the Main Trading Member-Client Agreement shall apply mutatis mutandis to the extent applicable to dealings between the Trading Member and the Client pursuant to or otherwise relating to the Trading Member's ITORS Service.

11. REPRESENTATIONS AND WARRANTIES OF CLIENT
The Client represents and warrants to the Trading Member that:

11.1 All the information provided and statements made in the Client's ITORS Account Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Trading Member has agreed to provide the Trading Member's ITORS Service to the Client on the basis, inter alia,

of the statements made in the Client's ITORS Account Application.

11.2 The Client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Trading Member's ITORS Service may at any time be unavailable without further notice. The Trading Member and the Exchange do not make any representation or warranty that the Trading Member's ITORS Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchange or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Trading Member's ITORS System or Service or the Exchange's service or systems for any reason whatsoever.

11.3 The Client has the required legal capacity to, and is authorised to, enter into this Agreement and is capable of performing his obligations and undertakings hereunder.

11.4 All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to this Agreement with all applicable laws, shall be completed by the Client prior to such transaction being entered into.

11.5 The Client shall abide by the Exchange Provisions and the terms of the Trading Member's ITORS WebSite in force from time to time.

11.6 Any instructions given by an authorised representative of the Client to the Trading Member (or to the Trading Member's representative) shall be binding on the Client.

12. REPRESENTATIONS AND WARRANTIES OF THE TRADING MEMBER: The Trading Member represents and warrants to the Client that: - The Trading Member's ITORS System has been approved by the Exchange. Where the ITORS system has not been approved by the Exchange, the Trading Member has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Trading Member will commence the Trading Member's ITORS Service only after the Exchange has approved the Trading Member's ITORS System.

13. MARKET DATA

13.1 The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Trading 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 Trading Member nor the Exchange shall be liable in any way for incorrect, misleading, incomplete 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.

13.2 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.

14. NOTICES

14.1 Any notice or other communication to be given by any party to the other in connection with this Agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by e-mail to the addressee at the address or (as the case may be), the e-mail or facsimile number (if any), of that party set opposite its name below: the ITORS system has not been approved by the Exchange, the Trading Member has applied/ proposes to apply to the Exchange to approve the said ITORS System and the Trading Member will commence the Trading Member's ITORS Service only after the Exchange has approved the Trading Member's ITORS System.

opposite its name below:

To the Trading Member at :

Name of the person concerned : Anasuya Sahu, DGM
Address : GEV Tulasi, 3rd Floor,
Plot No. 151,152&153,
Opp. JNTU, Quthbullapur,
R.R (Dist.), Hyderabad - 90
Fax # : 040 - 44232254
e-mail : anasuya@zenmoney.com

To the Client at :

Name of the person concerned : _____
Address : _____

Fax # : _____
e-mail : _____

or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this Clause.

Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the Trading Member and the Client may be communicated orally.

15. EXTRAORDINARY EVENTS : The Trading Member and/or its agents 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, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the Trading Member's control.

16. AMENDMENT TO AGREEMENT : The Client understands and agrees that the Trading Member may discontinue his ITORS Service in part or in its entirety and change the terms of the Service (including the terms on the Trading Member's ITORS WebSite) at any time and from time to time, without prior notice.

17. TERMINATION OF AGREEMENT :

17.1 The Client agrees that the Trading Member may at any time terminate this Agreement. The Client is aware and accepts that in view of the nature of the transactions and dealings involved in providing the Service it may not be possible for the Trading Member to give advance notice of such termination or suspension to the Client.

17.2 The Client may at any time terminate this Agreement by not less than seven days notice to the Trading Member, provided that unless the Trading Member otherwise permits, the Client shall not be entitled to terminate this Agreement so long as any amount is payable or securities are deliverable by the Client to the Trading Member.

17.3 The termination of this Agreement shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with acts done or omitted prior to the termination.

17.4 The provisions of Clauses 14, 20 and 21 of this Agreement shall survive the termination of this Agreement.

18. SEVERABILITY : In the event of any provisions of this Agreement being held to be or becoming invalid,

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

Member : M/s. ZEN SECURITIES LIMITED

By :

Signature :

Title : **Authorised Signatory**

Witness Sign :

Name :

Address : GEV Tulasi, 3rd Floor, Plot No. 151,
152 & 153, Pragathi Nagar, Opp. JNTU,
Quthbullapur, R.R. Dist, Hyd - 90

Signed for and on behalf of CLIENT

By :

Signature : 

Title :

Witness Sign :

Name :

Address :



Addendum To Agreement Between Trading Member (ZSL) & Client For Internet Based Trading Through Order Routing System(ITORS/STWT) - BSE

This 'Addendum' Agreement is necessitated for incorporating clauses as per SEBI Circular No 25 dated 27.8.2010 for enabling the Trading Member Zen Securities Limited(ZSL), to provide securities trading through wireless technology(herein after referred to as "STWT") for the clients who are desirous of availing such facility, which shall form part and parcel of Supplemental Agreement between Trading Member and Client for Internet Trading(ITORS) dated _____. The wireless technology includes devices such as Mobile Phone,Laptop with data-card,etc.,that use Internet Protocol.

1. The Trading Member, Zen Securities Limited, agrees to provide it's STWT to the Client and Client hereby agrees to avail such services subject to the terms and conditions of this Addendum Agreement which is part and parcel of ITORS Supplemental Agreement already entered into as mentioned above and also subject to the Exchange's provisions,the rules,Bye-Laws,Regulations and the other provisions of its Clearing House,if any, the provisions of the SEBI Act,1992 the SCR Act,1956 and the rules regulations made there under and as amended from time to time and terms of Trading Member's ITORS Website .The Client understands that all relevant requirements applicable to internet based trading shall also be applicable to securities trading using wireless technology
2. The Client understands that he/she/they will be provided a user name & password and/or unique identification number which will enable him/her/they to access the Wireless Technology services.
3. The Client is aware and understands that Trading Member's ITORS System for STWT, itself will generate the initial password and the Client agrees and undertakes to immediately change such initial password as per client's choice. The Client understands that that subsequent passwords are not known to the Trading Member.
4. The Trading Member shall provide alternative means of communication for placing orders by the client in case of failure of wireless network that is Client can place orders through phone to the help desk (of Zen Securities Ltd) or to the Branch where he/she/they is/ are registered.
5. The Client understands that the Trading Member shall provide to the Client the order confirmation on submitting order/s and also modification/cancellation facilities. The Member shall provide to the Client trade confirmation along with history of trades for the day.
6. The Trading Member confirms that Network security protocols and interface standards are as per prevalent industry standards and sound audit trails are available for all transactions using wireless devices.
7. The Client understands, acknowledges and agrees that for STWT involves many uncertain factors problems associated with usage of complex hardware,software ,systems communication lines,peripherals,etc., which are susceptible to interruptions,malfunctioning and dislocations and the Trading Member 's ITORS for using wireless technology may not be available at all times. The Client agrees that he/she/they shall not have any claim against Exchange or the Trading Member and/ or its agents on account of any suspension, interruptions, malfunctioning or non-availability of Trading Member's trading facilities for trading through Wireless Technology devices,or for any reason whatsoever. The Client further understands and agrees that the Trading Member and /or its agents will not be liable for losses caused directly or indirectly by Govt restriction,Exchange or market rulings,suspension of trading ,computer including Laptop with data card,communication,telephone including Mobile phone device or system failure, war, earthquakes, floods, accident, power failure, equipment or software malfunction,strikes or any other conditions beyond the Trading Member's control.
8. The Client understands that whenever he/she/they places a request for cancellation/modification of an order, it is not guaranteed that the request for such cancellation/modification is carried before such an order is executed into a trade.
9. The Client understands that the Exchange may annul a trade suo-moto without giving any reason therefor. In the event of such an annulment the Trading Member shall be entitled to cancel the relevant contract(s) with the Client.
- 10.The Client agrees to log off from the Wireless Technology Services provided by the Trading Member whenever the Client is not accessing or using the services and any liability incurred by the Client for not logging off the service, the Client shall be solely responsible for the consequences.
- 11.The Client understands and agrees that though the orders are generally be routed to the Exchange's computer system within a few seconds from the time the order is placed by the Client, the Trading Member shall not be responsible /liable for any delay in the execution of the order or for any resultant loss thereon on account of such delay.
- 12.The Client agrees that he/she/they shall be solely responsible for loss, theft, interruptions, breakage, malfunctioning of the hand held devices for STWT. The Client understands and agrees that is his/her/their responsibility to preserve safely the user id password(s) from misuse/pilferation. The client further agrees that in case of loss/theft of such devices, misuse/pilferation of user id password(s), he /she/they shall be solely

responsible for its unauthorized use and resultant consequences and shall not have any claim whatsoever against the Zen securities limited.

13. The Client agrees to immediately inform the Trading Member of any unauthorized use of Client's User name or password with full details of such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorisedly used, the transactions effected pursuant to such unauthorized use, etc.
14. The Trading Member may not be able to provide detailed information to the Client on the hand held devices due to technical constraints and shall make available the information on the Member's website "www.trade.zenmoney.com" and Client agrees for the same.
15. The Client agrees that in case he/she/they wishes to withdraw their consent for using the Trading Member's STWT services, he/she/they shall submit written intimation to the Head office at Plot Nos 151,152 and 153,Pragathinagar,Opp JNTU,Kukatpalli,Hyderabad-500090, provided that unless the Trading member otherwise permits,the Client shall not be entitled to terminate this agreement including ITOR'S Agreement, so long as any amount is payable or securities are deliverable to the Trading Member. The Client also agrees that the Trading Member may at any time

terminate this addendum Agreement which is part of ITORS Agreement. The Client is aware and accepts that in view of nature of transactions and dealings involved in providing the services it may not be possible for the Trading Member to give advance notice to the Client of such termination or suspension.

16. The Client hereby affirms and states that all the information provided and statements made in the Client's Application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Trading Member has agreed to provide trading services to the Client through ITORS/STWT on the basis, inter-alia, of the statements made in the application.
17. The Client understands and agrees that any dispute/claims between the parties hereto, in respect of this addendum agreement being part of ITORS Supplemental Agreement or any contracts,dealings,or transactions pursuant hereto or any rights,obligations,terms or conditions as contained here in this Addendum Agreement or the interpretation or construction of this Addendum Agreement shall be subject to the grievance redressal procedures of the exchange and shall be subject to the arbitration procedures as prescribed by the Exchange provisions and shall be subject to the jurisdiction of the Courts in Mumbai.

Member : M/s. ZEN SECURITIES LIMITED

By :

Signature :

Title : **Authorised Signatory**

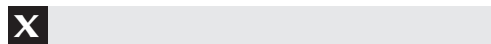

Witness Sign :

Name :

Address : GEV Tulasi, 3rd Floor, Plot No. 151,
152 & 153, Pragathi Nagar, Opp. JNTU,
Quthbullapur, R.R. Dist, Hyd - 90

Signed for and on behalf of CLIENT

By :

Signature :  

Title :

Witness Sign :

Name :

Address :