


**Annexure – C**  
**Securities Trading using Wireless Technology**

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

To,  
Ashlar Securities Pvt. Ltd.  
A-38, Sector-67, Noida-201301

**Sub: Securities trading using wireless technology**

Dear Sir/Madam,

I/We \_\_\_\_\_ am/are registered as your client with Client Code No \_\_\_\_\_ and have executed the Trading Member and Client Agreement and also the agreement for Internet based trading for the purpose of trading in the Capital Market segment, Futures & Options segment, Currency Derivatives segment of *National Stock Exchange of India Ltd. (Exchange)*. 

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

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

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

I/We understand that you shall send the Order / Trade confirmation details on our existing E-mail id \_\_\_\_\_ (mention e-mail id) on execution of order/trade on the NEAT system, as the case may be. We agree that the information sent by you on our E-mail id would be deemed to be a valid delivery of such information by you. The aforesaid information regarding order and trade confirmation shall also be provided to me / us on the device used for securities trading through the use of wireless technology. All information contained therein shall be binding upon me/us. I/We agree that if I/we do not object either in writing within 48 hours of such information sent to me/us or as per the time limit as specified with such information, the same shall be deemed to have been correct and the same would be binding on me/us. I/We also agree that the Member shall not take cognizance of out of-office/out-of-station auto replies and I/we is/are deemed to have received such information.

I/We am / are aware that authentication technologies and strict security measures are required for the securities trading using wireless technology through order routed system and undertake to ensure that our password is not revealed to any third party. The Ashlar Securities Pvt. Ltd. shall not be responsible for any kind of misuse of the Password and it shall be the responsibility of the Client to secure the Password and change the same on regular intervals.

I/We agree to fully indemnify and hold harmless the Member for any losses, expenses or other consequences arising from the execution of incorrect/ambiguous or fraudulent instruction that got entered through the wireless technology devices at my/our end.

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

Thanking you,  
Yours faithfully,

**Client Name:** \_\_\_\_\_

**Client Code:** \_\_\_\_\_

**Client Signature:** \_\_\_\_\_

**MEMBER-CLIENT AGREEMENT**

This agreement is made at \_\_\_\_ this \_\_\_\_\_ day of 20\_\_ between M/s. Ashlar Securities Pvt. Ltd. (member of National Stock Exchange of India Ltd. with SEBI Registration No.: INB/F/E231371833), hereinafter called MEMBER and having its registered office at A-38, Sector-67, Noida-201301, and Mr/Ms./M/s. \_\_\_\_\_ 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. INB/F/E231371833.

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 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.
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



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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 bought to the notice of client the possible risks, 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 though 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 / securities trading through wireless technology 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, 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. Trade confirmation will be provided to the user along with history of trades for the day. 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 case of securities trading through the use of wireless technology.
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.



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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.

Signed for and on behalf of

**MEMBER** : **Ashlar Securities Pvt. Ltd.**

By :

Signature :

Title :

Witness :

Signed for and on behalf of

**CLIENT** :

By :

Signature :

Title :

Witness :