

MEMBER-CLIENT AGREEMENT

This agreement is made at _____ this _____ day of _____ between **COCHIN STOCK BROKERS LIMITED** (member of National Stock Exchange of India Ltd. with SEBI Registration No: **INB231076937, INE231076937, INF231076937 & ARN No: 78992** in Mutual Fund Segment hereinafter called **MEMBER** and having its registered office at MES Dr.P.K.Abdul Gafoor Memorial Cultural Complex, 36/1565, 4th Floor, Judges Avenue, Kaloor, Kochi-682017, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be of the First part;

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 which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part;

WITNESSTH :

Whereas the **MEMBER** is registered as **TRADING MEMBER** of National Stock Exchange of India Ltd. with **SEBI Registration No. INB231076937 in the Capital Market Segment, INE231076937 in the Currency Derivatives Segment, INF231076937 in Futures and Options Segment & ARN No: 78992 in Mutual Fund Segment.**

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.

Whereas the client has satisfied itself of the capacity of the stock broker/sub broker to deal in securities and / or deal in Equity /F&O/ Currency Derivatives contracts and wishes to execute its orders through the stock broker/sub broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker/sub broker before executing orders through the stock broker/sub broker

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 /the sub broker 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 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. 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.
3. 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.
4. 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.

5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. The Client is hereby made aware that CSBL is a customer of DOTEX International Limited who are our Service Providers and further that Dotex International Limited shall in no event be liable to COCHIN STOCK BROKERS LTD (name of the customer) , or _____ (name of the customer's client) or to any third party for any loss ,damage, loss of profits or for any other consequential damages, however caused and on any theory of liability.
12. 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 : COCHIN STOCK BROKERS LTD

By :

Signature :

Witness :

Title :

Signed for and on behalf of

CLIENT :

By :

Signature :

Witness :

Title :