

AGREEMENT BETWEEN THE PARTICIPANT AND THE CLIENT FOR PARTICIPATION IN SPEED-e

This Agreement is made this ____ day of _____ ("this Agreement")

By and between

_____ residing/situated at

_____ having account no.

_____ (hereinafter called "the Client")

And

SHREE BAHUBALI STOCK BROKING LTD. situated at 12, India Exchange Place, Jute House, 3rd Floor, Kolkata-700 001 (hereinafter called "the Participant").

In this Agreement, the Client and the Participant shall be collectively referred to as "the Parties" and severally as "the Party".

WHEREAS

- A. The Participant is a duly registered depository participant and is part of the NSDL's depository system.
- B. The Participant has been registered with NSDL to offer SPEED-e, a common infrastructure facility provided by NSDL, which enables account holders to issue instructions to depository participants through the Internet. The Participant has agreed to receive instructions relating to the accounts and to provide information services relating to the accounts of various Clients through Internet.
- C. The Client has expressed its interest in availing of the services provided by the Participant using SPEED-e.
- D. The Parties have executed the Depository Services Agreement pursuant to which the Client owns, controls and operates accounts with NSDL through the Participant.
- E. The Parties have agreed to record in this Agreement the terms and conditions upon which the Client may participate in SPEED-e.

NOW THEREFORE in consideration of their mutual covenants and promises contained herein, and for good and valid consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as under:

1. Definitions and Interpretation

In this Agreement, words and expressions listed in this Clause shall carry the meaning assigned to them in this Clause:

"Business Rules" shall mean the business rules prescribed by the NSDL in pursuance of the Bye-Laws.

"Bye-laws" shall mean the Bye-laws of NSDL.

"Clients" shall mean persons with whom the Participant has executed valid Depository Services Agreement.

"Depository Services Agreement" shall mean the "Agreement between the Participant and the Person seeking to open an account with the Participant" signed by the Client at the time of opening the account pursuant to Bye Law 9.1.5 and as prescribed in Annexure B of the Bye-Laws.

"NSDL" shall mean the National Securities Depository Limited, a depository registered with the Securities and Exchange Board of India under the Depositories Act, 1996, of which the Participant is a depository participant.

"PIN" shall mean the Personal Identification Number, either assigned to the Client or chosen by the Client pursuant to this Agreement, which may be necessary for the Client to access SPEED-e.

"Possessed Object" shall mean a smart card with a silicon chip or such other means capable of storing information and affixing digital signature which may be used by the Client for authorising any instruction issued by the Client to the Participant through SPEED-e.

"Pre-notified Accounts" shall mean accounts of such type and number as to which NSDL may permit the Client to transfer securities from the Client's account, if the Client uses only Remembered Information for the purposes of accessing SPEED-e.

"Remembered Information" shall mean and include such confidential information such as password, PIN or such other information used for authentication of the Client while making use of SPEED-e, as may be generated by the Client for access to SPEED-e.

"SPEED-e" shall mean the Internet-based common infrastructure facility pro-

vided by NSDL, which is being used by the Participant to accept instructions from the Client and to provide information about Client's account in relation to the operation of the Client's account.

"this Agreement" shall mean this agreement between the Parties hereto and shall include the recitals, annexures and schedules, if any to this Agreement, and any modification or amendment hereof, in accordance with the terms hereof.

"Working Day" shall mean any day as defined in the Business Rules of NSDL.

In this Agreement, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) words importing any gender include the other gender;
- c. reference to any statute, ordinance or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments or replacements for the time being in force;
- d. all headings, bold typing and italics (if any) have been inserted for convenience of reference only and do not define limit or affect the meaning or interpretation of this Agreement;
- e. reference to a Recital, Schedule, Annexure or Exhibit is to a Recital, Schedule, Annexure or Exhibit of or to this Agreement;
- f. reference to a person includes a natural person, body corporate, unincorporated association, government or governmental, semi governmental or municipal entity; and
- g. reference to a party means a party to this Agreement and includes that party's successors, legal personal representatives and permitted assignees.
1. The Participant shall from time to time prescribe to the Client the minimum specification of hardware and software that will be required by the Client to access SPEED-e. The Participant represents that the Participant has fully complied with all the technical and operational requirements prescribed for the Participant by NSDL.
2. The Client shall have an option of either having a Possessed Object for validation of the Client's access to SPEED-e or generating the Client's own Remembered Information for validation of such access by the Client. From time to time, the Participant may prescribe to the Client, in accordance with instructions received by the Participant from NSDL, such measures as may be required to ensure the safety and security of the Client's access to and usage of SPEED-e and the Client shall abide by the same.
3. The Client agrees to take adequate safety measures for accessing SPEED-e, including but not limited to:
 - a. In the event the Client has opted for Remembered Information for access to SPEED-e, the Client shall take all the necessary steps to ensure confidentiality and secrecy of the Client's Remembered Information used for authentication of the Client and shall not reveal the same to any employee, agent or official of the Participant or to any other person. The Client acknowledges that failure to adhere to safety and security measures prescribed by NSDL and the Participant could lead to a loss of confidentiality and secrecy of the Remembered Information, thereby exposing the Client to the risk of financial losses.
 - b. In the event the Client has opted for the Possessed Object, for the purpose of identifying the Client in the process of authenticating the Client's access to SPEED-e, the Client shall take all necessary steps to ensure that the Possessed Object is kept safely with itself and not to part with possession of the same to any third party. The Client shall also ensure that the safety instructions issued for the usage of the Possessed Object are strictly adhered to.
4. The Client acknowledges that in the interests of the security of the Client's usage of SPEED-e, if the Client does not opt for Possessed Object as a means of authenticating the Client's access to SPEED-e, the Client shall be entitled to transfer securities only to the Pre-notified Accounts. Further, the Client shall submit to the Participant an undertaking in the enclosed format from the holder of the pre-notified account.
5. The Client acknowledges that all instructions received by the Participant, authenticated pursuant to use of Remembered Information or Possessed Object shall be conclusive evidence of such instructions having been issued by the Client and shall be attributed to the Client. The Participant shall not be held liable for acting on the instructions so received.
6. If the Client has reason to believe that the confidentiality of the Remembered Information has been compromised or that the Possessed Object has been lost/misplaced/stolen, the Client shall intimate the Participant forthwith about

such compromise or loss. The Participant shall take best efforts to forthwith disable the Client's access to SPEED-e not later than one Working Day of receipt of such intimation from the Client. However, if any instructions are received prior to such disablement, the Participant shall not be liable for losses, if any, arising out of execution of such instructions.

7. In consideration of the access to SPEED-e, the Client agrees to pay such charges to the Participant as may agreed at the time of entering into this Agreement. The Participant shall reserve the right to revise the charges by giving the Client adequate advance notice, in no event lesser than thirty (30) days, to be issued either in writing or through intimation issued through SPEED-e.
8. The Client agrees that in the event of the Client desiring to operate any joint account through SPEED-e, it shall be a condition precedent for usage of SPEED-e that all the joint holders shall execute a Power of Attorney favouring any one individual who shall be deemed to be the user of the Remembered Information or the Possessed Object for access to SPEED-e and issue of instructions to the Participant through SPEED-e. The Client hereby ratifies and upholds all such instructions issued through SPEED-e using such Remembered Information or Possessed Object, as the case may be. In the event the Client changes the holder of the power of attorney, the Client shall deposit the new power of attorney with the Participant and ensure that authority to access SPEED-e is transferred from the old power of attorney holder to the new power of attorney holder. The usage of and access to SPEED-e using the Remembered Information or Possessed Object, as the case may be, shall be deemed to have been made by the holder of the power of attorney at the time of such access and use.
9. The Client shall be entitled to change the Remembered Information on SPEED-e from time to time.
10. The Client shall enter all its instructions in a timely manner to ensure that the same are capable of being received by the Participant by accessing SPEED-e at least one clear Working Day prior to the execution date expected by the Client. (For eg; if the execution date is on a Friday, the instructions must be received by SPEED-e latest by Wednesday) The receipt of instructions by SPEED-e shall be indicated by means of message receipt confirmation screen that shall be generated on the Client's computer screen, which shall be capable of being printed out for the Client's record. If the instructions are received by SPEED-e before the aforesaid deadline, the Participant shall be fully responsible for executing the same within the prescribed deadline. If the instructions are received by SPEED-e after the aforesaid deadline, the instructions may be executed by the Participant on a best-efforts basis, and the Participant shall not be liable for non-execution of the same. The Client further acknowledges that the Client shall not have any right to any claim against either the Participant or NSDL for losses, if any, incurred due to non-execution of such instructions received late and executed on a best-effort basis. In the event of any dispute relating to the date and time of receipt of the instructions on SPEED-e, NSDL's records shall be conclusive evidence and the Parties agree that NSDL's decision on the same shall be final and binding on both Parties.
11. The Participant shall promptly inform the Client about the status of the instructions received pursuant to this Agreement, but in no case later than 12.00 noon of the next Working Day of execution date of instructions.
12. The right to use SPEED-e by a Client cannot be assigned or transferred by the Client under any circumstances, otherwise than through valid issue of a power of attorney.
13. The Client may request for termination of this Agreement at any time by giving a notice in writing or through SPEED-e to the Participant. The Participant shall terminate the service within fifteen (15) days of receipt of such notice.
14. This agreement unless terminated earlier shall be deemed to be terminated immediately on termination of the Depository Services Agreement.
15. The Client agrees to indemnify, keep indemnified and hold the Participant and NSDL harmless from any loss, damage, claim, suits, legal proceedings, investigations, expenses of every kind and any other liability whatsoever, including reasonable attorney's fees and fees of such experts as may be become necessary for NSDL and / or the Participant to engage, caused due to the availing of the services by the Client pursuant to this Agreement in any and all circumstances including without limitation, the following:
 - a. Falsehood or misrepresentation of any nature by the Client (or any person acting on behalf of the Client);
 - b. Failure to use a trustworthy system for access to Speed-e
 - c. Failure to take the precautions necessary to prevent the compromise, loss, disclosure, modification, or unauthorised use of the Client's Remembered Information, Possessed Object or the private key used to execute the Client's digital signature
16. Notwithstanding anything contained herein, the Client recognises and acknowledges that the Participant may, in accordance with instructions received by the Participant from NSDL, prescribe such other security measures as it

deems fit, in replacement of or supplementing the validation process through the use of Remembered Information or Possessed Objects, including without limitation the use of biometrics and such other methods as would validate the identity of the Client for access to the SPEED-e system. The Client agrees that a condition precedent for the Client's access to SPEED-e is that the Client shall provide such information, data, and access to its representatives and personnel, as may be designated by the Client as the users of the SPEED-e system in order to enable Participant to generate such biometric criteria or other criteria in accordance with the security measures prescribed by Participant, in accordance with instructions received by the Participant from NSDL.

17. The Participant may withdraw the access of the Client to SPEED-e at any time provided a notice of at least thirty (30) days is given to the Client. The Participant may suspend or terminate the service without prior notice if the Client has breached any of the terms and conditions of this Agreement or the Depository Services Agreement, or if the Participant learns of the death, bankruptcy, lunacy or loss of legal capacity of the Client.
18. Any dispute or difference between the Parties shall be resolved solely by means of reference to binding arbitration under the arbitration mechanism as provided in the Bye-Laws and Business Rules.
19. The above terms and conditions are in addition to and do not undermine in any manner whatsoever the terms and conditions forming a part of the Depository Services Agreement.
20. Each Party shall bear its own costs in the execution of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY SIGNIFYING THEIR ASSENT HERETO BY AFFIXING THEIR SIGNATURES HERETO AS OF THE DAY AND YEAR FIRST HEREINABOVE WRITTEN:

Signed and delivered by

_____	_____	_____
(Sole/First Holder)	(Signature)	(Witness)
_____	_____	_____
(Second Holder)	(Signature)	(Witness)
_____	_____	_____
(Third Holder)	(Signature)	(Witness)

(for and behalf of the Client)
(to be signed by either sole holder or by each of the joint holders)

I confirm having received the Power of Attorney and have read and understood the terms of this Agreement [if applicable]

(Name & Signature)

Power-of-Attorney holder

(to be signed by the Power of Attorney holder operating the account appointed by either sole holder or joint holders)

Signed and delivered by

_____	_____
(for and behalf of the Participant)	(Witness)

Date : _____

Place : Kolkata