

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

To  
Shriram Financial Services Private Limited  
Rukmini Towers, 3rd & 4th Floor, # 3/1, Platform Road,  
Sheshadripuram, Bangalore – 560020

Sir,

**Sub: Securities Trading using Wireless Technology**

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.

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.

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

 you,  
Yours faithfully,

**MEMBER-CLIENT AGREEMENT**

This agreement is made at Bangalore this \_\_\_\_\_ day of \_\_\_\_\_  
between Shriram Financial Services Private  
Limited (member of National Stock Exchange of India  
Ltd. with SEBI Registration No. NSE-INB231150237  
for Capital Market Segment, Member on the NSE for  
Futures & Options Segment with SEBI Registration No  
NSE-INF231150237, Member on the NSE for Currency  
Derivatives Segment with SEBI Registration No  
INE231150237), hereinafter called MEMBER and having  
its registered office at Shriram Financial Services Private  
Limited Rukmini Towers, 3rd & 4th Floor, # 3/1, Platform  
Road, Sheshadripuram, Bangalore – 560020,

**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. INF230683037. Whereas the  
MEMBER is eligible for providing Internet based trading and  
securities trading through the use of wireless technology that  
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 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 there from.

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 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 / 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.

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 <b>Shriram Financial Services</b> | Signed for and on behalf of <b>Client</b>                                                          |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| By :                                                          | By :                                                                                               |
| Signature :                                                   | Signature :<br> |
| Title                                                         | Title                                                                                              |
| Witness :<br><br>❖<br>❖                                       | Witness :<br><br>❖<br>❖                                                                            |