

INTERNET BASED TRADING AGREEMENT

This supplemental agreement for internet trading is made and executed on this _____ day of _____
20____ between

M/S MUTHOOT SECURITIES LTD. a body corporate incorporated under the provisions of the Companies Act 1956(hereinafter called "MSTL") being a member of The National Stock Exchange of India Ltd./Bombay Stock Exchange Ltd. (hereinafter called "the Exchange") with SEBI Reg. No. INB/INF011294338 - INB / INF 231294332 and having its registered office at Muthoot Chambers, Opp. Saritha Theatre Complex, Banerji Road, Kochi ,Kerala 682 018.

Which expression shall unless repugnant to the context or meaning thereof , be deemed to mean and include itself in the capacity of a trading stock broker while trading in the cash and derivatives segment, its heirs, executors, administrators and legal representatives for the time being of the said firm , the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be of the one part ;

X₁

A n d

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 called "THE CLIENT") which expression shall, unless repugnant to the contest or meaning thereof, be deemed to mean and include his or her heirs, executors, administrators and legal representatives/ the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/ its successors, as the case may be, of the other part

WITH RESPECT TO ITORS SERVICES, IT IS HEREBY AGREED BETWEEN

MUTHOOT SECURITIES LIMITED AND THE CLIENT as follows;

X₂**I. DEFINITIONS:**

1.1 In this agreement, unless the context otherwise requires the following words shall have the following meanings:

- (i) "the Exchange" means the National Stock Exchange Limited/ The Bombay Stock Exchange Limited, 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.
- (iv) "ITORS Account Application " means the application submitted by the Client to the stock broker to permit the Client to avail of the stock broker's ITORS service.
- (v) "ITORS Service" or "Service" means the service offered by the stock broker to its client through ITORS whereunder the clients can route their orders for purchase, sale and other dealings in securities through the Stock broker's ITORS system.
- (vi) "Stock broker's ITORS system "or "Stock broker's ITORS website"means the website hosted by the stock broker on the internet through which the stock broker 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 MSTL agrees to provide MSTL's ITORS service to the Client, and the Client agrees to avail of MSTL's ITORS service, on and subject to the terms and conditions of this Agreement, the Exchange Provisions and the terms of the MSTL's ITORS website www.muthootsecurities.com

3. USERNAME AND PASSWORD

- 3.1 The Client will be entitled to a username and password and/or security code, which will enable him to access the MSTL's ITORS system for availing the service.
- 3.2 The Client is aware that MSTL's ITORS system itself generates the initial password and that the MSTL 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 MSTL.
- 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 whomsoever through MSTL's ITORS system using the Client's username and / or password whether or not such person was authorized to do so.
- 3.4 The Client shall immediately inform MSTL of any unauthorized use of the Client's username 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.
- 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 unauthorized use of his username and / or password by a third party and the risk of a person hacking into the Client's account on MSTL'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 unauthorized use and misuse of his password and/ or username and also for any and all acts done by any person through MSTL'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 be borne solely by the Client.
- 3.7 Without prejudice to the provisions of clause 3.5, the client shall immediately notify the stock broker in writing with full details if:
 - (i) he discovers or suspects unauthorized access through his username, password or account, (ii) he notices discrepancies that might be attributable to unauthorized access, (iii) he forgets his password or (iv) he discovers a security flaw in MSTL's ITORS system.
- 3.8 In any of the 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 MSTL in writing to discontinue his old password and thereupon MSTL shall cause MSTL's ITORS system to continue the use of the Client's old password and MSTL's ITORS system shall generate a new password for the Client which shall be communicated to the Client. At no point in time shall MSTL 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 MSTL'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 MSTL may from time to time impose and vary limits on the orders that the Client can place through MSTL'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 MSTL may need to vary or reduce the limits or impose new limits urgently on the basis of MSTL's risk perception and other factors considered relevant by MSTL and MSTL may be unable to inform the client such variation, reduction or imposition in advance. the client agrees that MSTL shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through MSTL's ITORS system on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the MSTL 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 MSTL.
- 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 MSTL's ITORS system, the MSTL 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 MSTL may, at its sole discretion, subject to 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 MSTL's ITORS system.
- 4.7 MSTL shall also send the order/trade confirmation slip through E-mail to the CLIENT at his request within the prescribed time period from the time of execution of order/trade on system, as the case may be. The client agrees that the information sent by MSTL by E-mail is deemed to be a valid delivery of such information by MSTL.

5. MARGIN

The Client agrees and undertakes to immediately deposit with MSTL such cash, securities or other acceptable security, which the MSTL

may require as margin. The Client agrees that the MSTL shall be entitled to require the Client to deposit with the MSTL a higher margin than that prescribed by the Exchange. The MSTL shall also be entitled to require the Client to keep permanently with the MSTL a margin of a value specified by the MSTL so long as the Client desires to avail of the MSTL'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 cancelled until the confirmation from the MSTL is received by the client.
- 6.3 The exchange may annul suo moto a trade without giving a reason therefor. In the event of such annulment MSTL 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 MSTL 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 MSTL.
- 7.2 A schedule of brokerage fees and commissions and applicable service and other taxes and transaction expenses shall be provided by MSTL to the client from time to time upon request by the client.

8. CONFIRMATIONS:

On-line confirmation will be available to the client upon execution or cancellation of an order placed by him through the MSTL's ITORS systems. 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, electronic mail, or other electronic means all confirmations of transactions or cancellations.

9. INVESTMENT ADVICE:

- 9.1 The client acknowledges that the MSTL 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 MSTL'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 MSTL or any of its employees.
- 9.3 The client agrees that in the event of the MSTL or any employee or official of the MSTL 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 MSTL 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 MSTL, its offices, 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 MSTL'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 MSTL 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 MSTL has agreed to provide the MSTL's ITORS service to the client on the basis inter alia of the statements made in the client's account application.
- 11.2 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 MSTL's ITORS service may at anytime be unavailable without further notice. The MSTL and the exchange do not make any representation or warranty that MSTL'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 MSTL on account of any suspension, interruption, non-availability or mal-functioning of the MSTL's ITORS system or service or the exchange service or systems for any reason whatsoever.
- 11.3 The client has the required legal capacity and is authorized to enter into this agreement and is capable of performing his obligations and undertakings hereunder:
- 11.4 All action 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 MSTL's ITORS website in force from time to time.

11.6 Any instructions given by an authorized representative of the client to the stock broker (or to the stock broker's representative) shall be binding on the client.

12. REPRESENTATIONS AND WARRANTIES OF THE STOCK BROKER:

MSTL represents and warrants to the client that:

MSTL's ITORS system has been approved by the exchange. Where the ITORS system has not been approved by the exchange MSTL has applied/proposes to apply to the exchange to approve the same ITORS system and the MSTL will commence the MSTL's ITORS service only after the exchange has approved the MSTL'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 any stock broker 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 MSTL 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:

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 pre-paid registered post or by e-mail to the addressee to the address (as the case may be) or the e-mail or facsimile number(if any) of that party set opposite its name below

To,

The Stock Broker :

Name and address of the person concerned: Muthoot Securities Ltd. Regd. Office Muthoot Chambers, Opp. Saritha Theatre Complex, Banerji Road, Kochi 682 018.

To, The Client

Name and Address of the concerned person:

Email :

Fax No. :

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 MSTL and the client may be communicated orally or electronically.

15. EXTRAORDINARY EVENTS:

MSTL / or its agents will not be liable for losses caused directly or indirectly by government restrictions, exchange or market rollings, suspension of trading computer communication telephone or system failure, war, earthquakes, floods, accidents, power failure, equipment and software malfunction, strikes or any other conditions beyond the MSTL's control.

16. AMENDMENT TO THE AGREEMENT:

The client understands and agrees that MSTL may discontinue its ITORS service in part or its entirety and change the terms of the service(including the terms on the ITORS website) at any time and from time to time without prior notice.

17. TERMINATION OF AGREEMENT:

17.1 The client agrees that the MSTL may at any time terminate this agreement after giving notice in writing of not less than one month. 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 MSTL to give advance notice of termination or suspension to the client.

17.2 The client may at any time terminate this agreement by not less than 30 days notice to the MSTL provided that unless the MSTL otherwise permits the client shall be not entitled to terminate this agreement so long as any amount is payable or securities are delivered by the client to the MSTL.

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 acts done or omitted prior to the termination.

17.4 The provisions of clauses numbered 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, unforeseeable or illegal for any reason, this agreement shall remain otherwise in full force apart from the said provision which will be deemed deleted. The parties shall however attempt to

replace the deleted portion with a legally valid provision that reflects the same purpose as the deleted provisions to the greatest extent possible.

19. WAIVER:

No forbearance, relaxation or inaction by any party at any time to require the performance of any provision of this agreement shall in anyway affect diminish or prejudice the right of such party to require the performance for any other provision of this agreement or be considered to be a waiver of any right unless specifically agreed in writing.

20. LAW AND JURISDICTION:

20.1 This agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of India and subject to the provisions of the clause 21, the courts at Mumbai, India shall have jurisdiction over this agreement and arbitration proceedings in relation to the agreement.

20.2 This agreement and all contracts and transactions between the MSTL and the client pursuant hereto shall be subject to the exchange provisions, bye-laws and other provisions of this clearing house, if any, the provisions of the Securities and Exchange Board of India Act, 1992, The Securities Contracts(Regulation) Act of 1956 and the rules and regulations made thereunder and as amended from time to time.

21. DISPUTE RESOLUTION:

Any claim, dispute or diffenece between the parties hereto in respect of this agreement or any contract, dealings or transactions pursuant hereto on any rights, obligations, terms and conditions as contained in this agreement or the interpretation or construction of this agreement shall be subject to the grievance redressal procedure of the exchange and shall be subject to the arbitration procedure as prescribed by the exchange provisions.

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

Schedule above referred to :

Client name : _____ Signature : **X₇** _____

Place : _____ Date : _____

1. Witness name : _____ Signature : _____

2. Witness name : _____ Signature : _____

Muthoot Securities Limited :

Authorised Signatory :

Name : _____ Signature : _____

Place : _____ Date : _____

1. Witness name : _____ Signature : _____

2. Witness name : _____ Signature : _____

Note : All references to the specific quantity / rate / fee mentioned in the agreement are subject to change from time to time, as so agreed to in writing between the parties.

22. OTHER TERMS & CONDITIONS

- 22.1 In the event of the CLIENT opting to avail of Intraday Trading (Margin Trading / Day Trading) MSTL shall be at liberty to square off all outstanding positions at 3.00 p.m. or at such other time that may be decided from time to time. The Client shall be bound by the relevant trading rules and regulations set out herein or that may be framed by MSTL from time to time. CLIENT agrees and understands that he shall be bound by such squaring and shall not raise any objection or dispute and MSTL's such action. However MSTL shall close all the intra-day open positions on a best effort basis. The CLIENT shall however be responsible to settle all the open positions by arranging adequate funds / securities sufficiently in time for settlement. In case of failure to settle any of the positions client shall be levied auction, penalty, interest etc. charges as may be applicable from time to time.
- 22.2 The client is desirous of availing the day trading facility being offered by MSTL for which the client hereby requests MSTL to extend additional margin after considering the value of the scrips held in MSTL DP by the client. The client understands and agrees that such holdings shall be valued at a value to be fixed at the discretion of MSTL. CLIENT hereby authorise MSTL to sell off any of the scrips at the necessary quantity at MSTL's discretion to make good any market loss which occurs while trading in the timing of such sale and choice of scrip shall be at the absolute choice discretion and control of MSTL and the CLIENT understands acknowledges and agrees to abide by such sale of shares from his DP AC and for such sale no prior notice or intimation is necessary.

22.3 Purchase of Securities - in cash product

To process orders to purchase securities it is necessary that accounts contain buying power before the execution of order. Any order inadvertently accepted and executed without sufficient buying power are subject to cancellation as liquidation at MSTL's discretion. MSTL shall not be responsible for any loss incurred by the client on account of liquidation of the said position. However, clients are responsible for all of their orders including any orders, which exceed available limit in their account. If limits are not available in the account and an order is processed, the Clients should credit the required fund in their trading account with MSTL promptly to assure that such payment will be received and processed on or prior to settlement date or intimated date, whichever is earlier. If payment is not received by settlement date or intimated date, whichever is earlier, their position may be squared off, without prior notification. In the event their account is liquidated, Clients will be liable for any resulting losses and all associated costs incurred by MSTL.

22.4 Sales of Securities - in cash product

To process orders to sell securities, it is necessary that accounts contain sufficient Free Securities Balance in the Security Demat Account with Depository Participant prior to the acceptance of a sell order. Proceeds of the sale cannot be paid to Clients until securities have been delivered to the Exchange / Clearing House and pay out is received from the Exchange / Clearing House. The proceeds of all sales will be credited to the account directly on settlement date. If the securities are not received on or before settlement date or securities received are not in deliverable state or due to any other reason whatsoever. Clients are not able to get delivery of securities, the securities will be auctioned or closed out as per the rules of the concerned Exchange. Consequently, Clients will be responsible for any resulting losses and all associated costs including penalty levied by the Exchange. However, if due to internal netting of obligations at MSTL, a Client receives short delivery, then MSTL may buy in the required quantity and deliver the shares to the Client or it may credit the Client with an amount calculated at the rate of the Exchange's weighted average auction price for that scrip on the relevant auction date or any other rate as may be decided by MSTL and the equivalent amount will be debited to the concerned other Client, who had delivered short. No further queries / claims will be entertained in this regard.

22.5 Sales of securities and purchase of securities - in Margin product

Short Sales

Before executing any sell order Clients should have funds in their trading account with MSTL equal to or greater than margin money. Any order accepted without free stock balance in the account would be deemed a short sale. Short Sales can be settled by squaring off the trade within same trade cycles. Clients agree and understand that if Clients do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle. MSTL has all the right to square off the position on the same day or on any later date. Any such purchases may be made at any time at MSTL's discretion on any exchange or other market where such business is usually, transacted or at public auction or MSTL may be the purchaser for MSTL's own account. Clients are responsible for any losses or expenses incurred by MSTL as a result of their failure to make such delivery / Square off of the trade. As and when SEBI and its Regulatory bodies come up with new circulars, notifications or guidelines with respect to operations, trading and other related matters MSTL will be modifying the terms and conditions to meet the requirements.

22.6 Long Buys

Before executing any buy order Clients should either have funds in their trading account with MSTL equal to or greater than margin money. Any long buys can be settled by squaring off the trade within the same trade cycle. Clients agree and understand that if Clients do not square off the position by the stipulated time before the close of market hours on the last day of the trading cycle MSTL have all rights to square off the position on the same day or on any later date. Any such sales may be made at any time at MSTL's discretion on any exchange or other market where such business is usually transacted or private sales or MSTL may be the seller for MSTL's own account. Clients are responsible for any losses or expenses incurred by MSTL as a result of their failure to make payment / Square off of the trade.

- 22.7 PIS clients shall not be eligible to do day trading and hence the above clause shall not be applicable to them.
- 22.8 The client shall pay all charges to MSTL for the purchase of opening and maintaining the account as aforesaid, and for providing the Services.
- 22.9 In the event of the death, 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, MSTL 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.

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

CLIENT	MSTL Authorised signatory
Name : _____	Name : _____
Signature : X₉ _____	Signature : _____
Witness Name : _____	Witness Name : _____
Address : _____ _____ _____ _____	Address : _____ _____ _____ _____
Signature : _____	Signature : _____

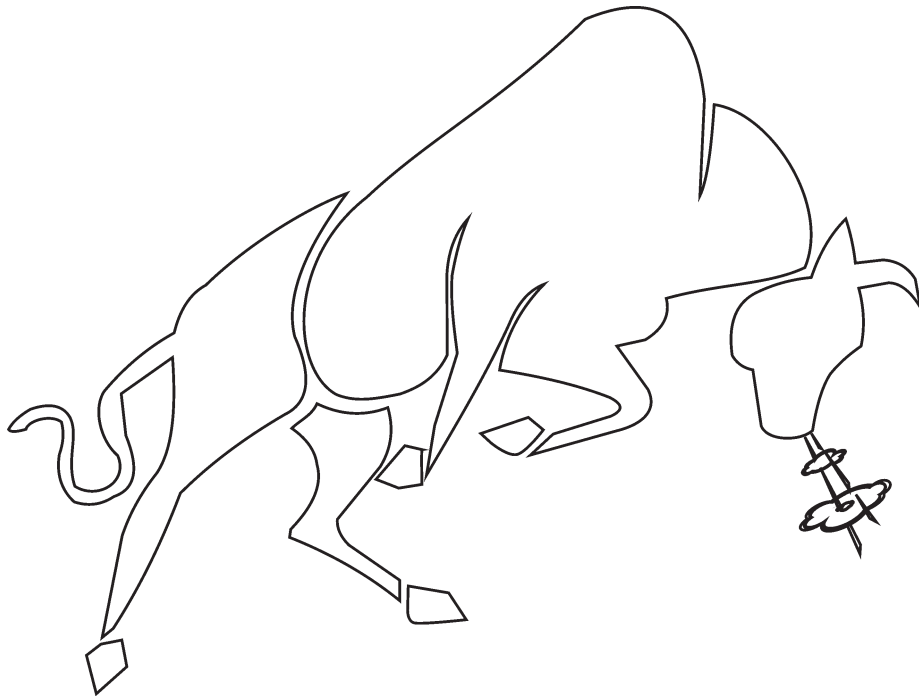
Note : All references to the specific quantity / rate / fees mentioned in

I hereby acknowledge the receipt of the duplicate copy of the KYC documents and agreements.

Name : _____

Signature : **X₁₀** _____

Muthoot Securities Ltd.



INTERNET BASED TRADING AGREEMENT

Sl. No. :

Name : _____

Client Code : _____

Branch : _____