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Agreement

NON MANDATORY

This Agreement ("**Agreement**") is executed at Mumbai this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between:

\_\_\_\_\_, 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 its registered office at \_\_\_\_\_ and an office at \_\_\_\_\_, and duly permitted in accordance with the extant relevant and applicable rules, regulations and bye-laws of the National Stock Exchange of India Limited, to act as a constituent in the Currency Derivatives Segment (hereinafter referred to as the '**Client**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

**AND**

**CITIBANK, N.A.**, a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force and carrying on business in India and acting, for the purposes of this Agreement, through its office in India located at 4<sup>th</sup> Floor, Citigroup Centre, Bandra-Kurla Complex, Bandra (E), Mumbai – 400 051, being a 'Member of the Exchange' within the meaning of the extant relevant and applicable rules, regulations and bye-laws of the Currency Derivatives Segment of the National Stock Exchange of India Limited (hereinafter referred to as the '**Trading Member**' which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors assigns) of the **OTHER PART**.

The Client and the Trading Member may, wherever the context so permits, be collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS**

1. The Client has, as of the date hereof, opened trading account (s) with the Trading Member and executed and submitted necessary documents as listed in the Account Opening Kit prescribed by the Securities and Exchange Board of India ("SEBI") in respect of the Trading Member acting as the Client's trading member for execution of transactions in the currency derivatives segment by the Trading Member for the benefit, and on the instructions of the Client, on the National Stock Exchange of India Limited ("**NSEIL**"), cleared through the National Securities Clearing Corporation Limited (the "**NSCCL**") ("**Transactions**");
2. The Parties wish to supplement the terms as listed in the document "Rights and Obligations of Stock Brokers, Sub-Brokers and Clients as prescribed by SEBI and Stock Exchanges" (hereinafter referred to as the "SEBI Rights and Obligations document") in the manner set-out herein below.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

**INTERPRETATION:**

1. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Applicable Rules and the SEBI Rights and Obligations document.
2. "**Applicable Rules**" are defined as the Regulations, Bye-laws and Rules of the Currency Derivatives Segment ("**Currency Derivatives Segment**") of each of the NSEIL and the NSCCL and the circulars / notifications / press notes issued by each of them from time to time, and the applicable regulations of the Securities and

Exchange Board of India (“SEBI”) and Reserve Bank of India (“RBI”) and the circulars issued by SEBI and/or RBI, in whatever form, from time to time. Any reference to ‘Applicable Rules’ shall be deemed a reference to the Applicable Rules as may, at each relevant time, be prevalent as amended, modified, re-enacted, withdrawn or repealed.

3. NSEIL, NSCCL, SEBI, RBI and all other self-regulatory, and regulatory, statutory, governmental, judicial, quasi-judicial and other authorities that may have competent jurisdiction over the Client, the Trading Member or the terms of the SEBI Rights and Obligations document and this Agreement may be collectively referred to as “Competent Authorities”.

## AGREEMENT:

### 1. Scope of this Agreement

- 1.1 This Agreement and any service level agreements and operating instructions pursuant hereto, are supplementary to and shall be read with, the SEBI Rights and Obligations document.
- 1.2 It is clarified that this Agreement is only confined to the Transactions and does not extend to any other relationship between the Client, on the one hand and Citibank, N.A., on the other hand.
- 1.3 The Client confirms and undertakes that it has/shall contract with a clearing member (“Clearing Member”) to clear Transactions.
- 1.4 The initiation of all Transaction/s is subject to the Applicable Rules, and the terms of the SEBI Rights and Obligations document and this Agreement. If and to the extent that the Applicable Rules are altered, the services to be provided by the Trading Member under this Agreement shall stand modified and the Trading Member may (if required) amend this Agreement accordingly in order to ensure that this Agreement complies with such altered Applicable Rules.
- 1.5 This Agreement may itself also be supplemented or amended by additional agreements or procedures, as may be mutually agreed by the Parties in writing, from time to time.

### 2. Representations, Warranties and Undertakings

- 2.1 The Client hereby represents, warrants and undertakes to the Trading Member as follows:
  - (a) it has full capacity and authority to enter into this Agreement and instruct the Trading Member to enter into Transactions for the Client’s benefit;
  - (b) it shall instruct the Trading Member to enter into Transactions for bona fide reasons and purposes, and not for illegal or unlawful purposes;
  - (c) it has not relied and will not rely, and shall not claim to have relied on, the advice of the Trading Member in instructing the initiation of any Transaction and shall not hold the Trading Member responsible or liable for any losses, damages, costs, charges, expenses or other outgoings, including consequential or indirect losses such as loss of profit, loss of opportunity etc., that may result from the initiation of any Transaction. The Client acknowledges that the Trading Member, its affiliates or related corporations, or their respective employees or officers may take or maintain or assume directly opposite sides or positions to any instruction of the Client;
  - (d) it is under no legal disability which would prevent it from instructing the Trading Member to undertake any Transactions, and all information supplied by the Client, including as contained in the SEBI Rights and Obligations document and this Agreement is true, complete and correct;

- (e) it will promptly notify the Trading Member, in writing, of any change in information provided by it to the Trading Member pursuant hereto and the SEBI Rights and Obligations document or of any change in circumstances which would affect the representations and information given to the Trading Member or which would in any way affect the Client's ability to instruct the Trading Member to enter into Transactions;
- (f) it will promptly notify the Trading Member, in writing, of any proceedings, investigations, litigations commenced against it including by any regulatory or statutory authority in its jurisdiction of incorporation, the adverse determination of which is likely to prevent or hinder the ability of the Client to instruct the Trading Member to enter into Transactions, or fulfil its obligations hereunder, or otherwise continue to hold positions in the Currency Derivatives Segment;
- (g) it has obtained and shall ensure that all necessary authorisations, approvals and consents of any governmental or other regulatory body or authority applicable to each Transaction are obtained and that the terms contained in the SEBI Rights and Obligations document and this Agreement, and all Applicable Rules are complied with and shall, if so requested by the Trading Member, supply such evidence as the Trading Member may require as to compliance with the foregoing conditions. The Client further acknowledges and confirms that the information provided and to be provided to the Trading Member does not contain any untrue statement of a material fact, nor does it omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made;
- (h) it is aware of, has understood and agrees to be bound by and comply with the Applicable Rules and all applicable law, including with regard to any caps or limits prescribed by NSCCL, NSEIL, SEBI or RBI;
- (i) it has read and understood the Risk Disclosure Document for Currency Derivatives Segment available with the NSEIL and will keep itself current with all amendments thereto, and is instructing and will instruct the Trading Member to undertake the Transactions after being fully aware of and accepting the risks associated with the same;
- (j) it shall immediately inform the Trading Member in writing upon the occurrence of any Event of Default or any event which, with the passage of time or the giving of notice, may constitute an Event of Default and shall make available all other information to the Trading Member which may have a bearing on or otherwise affect the relationship of the Parties hereto;
- (k) it shall maintain records of all Transactions in accordance with applicable law, and for a period of at least 7 years, and shall provide such records, upon demand, to the Trading Member, and shall not destroy or excise the same without prior written notice to the Trading Member;
- (l) Notwithstanding any other provision in this Agreement or the Applicable Rules, the Client agrees that it shall not, acting alone or in concert with others, directly or indirectly, initiate Transactions beyond such limits as may be prescribed, from time to time, by the NSEIL or SEBI or any other Competent Authority.

2.2 The representations, warranties and undertakings contained in this Clause are deemed repeated by the Client on each day that a Transaction is initiated by the Client and requested to be executed for and on behalf of the Client.

2.3. The Client acknowledges that the Trading Member has no responsibility for determining whether a Transaction is suitable or appropriate for the Client.

### 3. Instructions and Communications

'Communications' shall mean all communications between the Parties and shall include "Instructions" which shall mean instructions provided by the Client to the Trading Member in respect of the Transactions. Communications to be given under the SEBI Rights and Obligations document and this Agreement shall be in writing and transmitted over electronic media or in original.

The Client and the Trading Member agree that the Trading Member shall accept Instructions sent by the Client exclusively over the following media, or as mutually agreed in writing, from time to time:

(a) sent by facsimile transmission from the number(s) set-out below to the number(s) set out below; or (b) delivered by hand; or (c) sent by pre-paid recorded delivery, special delivery or registered post or (d) from the Bloomberg™ address set-out below to the Bloomberg™ address set-out below.

In addition to the modes set-out above for the purposes of issuing and acceptance of Instructions, the Parties may also communicate with each other over electronic mail, from the address(s) set-out below, to the electronic mail addresses set-out below.

In each case, the Communication shall be marked for the attention of the relevant person of each Party set out below (or as otherwise notified from time to time). Any Communication shall be deemed to have been duly given: (a) if hand-delivered, when delivered; (b) if sent by facsimile transmission, upon receipt by the sender, of confirmation of proper transmission; (c) if sent by recorded delivery, special delivery or registered post, when received, as evidenced by documents; (d) if sent via Bloomberg™ or electronic mail, is received on a business day by the recipient.

The Client hereby consents to the recording by the Trading Member of telephonic conversations between it and the Trading Member, and to reference to or use of such recordings, at the Trading Member's sole discretion, in the settlement of any dispute or any court proceedings to which the Trading Member is a party or in which the Trading Member is otherwise required to produce the same, provided that the Trading Member shall not be obliged to retain any recording for any particular period of time. The Trading Member may, at its sole discretion, require the Client to reduce the gist of any such conversation to a writing, and the Client shall comply with the same without demur or protest.

Without prejudice to any of the other provisions hereunder, the Trading Member will be entitled to rely upon or act information regarding a Transaction, as reflected on the system presently referred to as "NOW Online", as may be upgraded, replaced and/or renamed, from time to time, directly or indirectly within the control/management of NSEIL. Provided further the Trading Member reserves the right to re place or substitute the abovementioned "NOW Online" system with such substitute as may be acceptable to the Trading Member.

For the purposes of this Agreement and the SEBI Rights and Obligations document, if delivery occurs after 5:30 P.M. on a business day for the recipient or on a day which is not a business day for the recipient, service shall be deemed to occur at 09:00 A.M. on the next following business day for the recipient. The addresses of the Parties for the purpose of the aforesaid are:

(a) The Trading Member  
For the attention of : Mr. Vinay Nayak  
Address : Citibank N.A.  
4th Floor, Citigroup Center  
C-61, Bandra Kurla Complex  
G Block Bandra (East)  
Mumbai - 400051  
Phone: 91-22-40015545  
Fax. No. : 91-22-40065859  
Bloomberg™ address :  
Electronic mail : vinay.nayak@citi.com

(b) The Client  
For the attention of :

Address :  
Fax. No. :  
Bloomberg™ address :  
Electronic mail :

The Client understands and accepts that manual forms of Communication increase the risk of error, security and privacy issues and fraudulent activities. The Client understands that the Internet and other electronic modes of transmission over public lines are not secure means of transmission, and specifically acknowledges and accepts that any and all transmission over the Internet, whether the information being transmitted is in encrypted form or otherwise, involves the risks of possible interception and transmission by third parties and / or alteration and / or unauthorized use or misuse thereof, for whatever purposes. The Parties shall agree to certain procedures (“Procedures”) with regard to the verification of the source and / or authority of person(s) communicating on behalf of each Party. The Client authorises the Trading Member to act when it believes, in good faith, that Communications, including Instructions, have been received from an authorised person of the Client, in accordance with the Procedures, and the Client shall be bound by any action taken by the Trading Member pursuant to any such Communication. The Trading Member reserves the right, without liability, to refuse in whole or in part to act on any Communication, if the same has not been sent in accordance with the Procedures or if it has reason to doubt the contents, authorization or origination of the Communication or in the event of the same being unclear or illegible or insufficient. Notwithstanding the foregoing, the Client understands that the Trading Member is not obliged to make any verifications with regard to any of the foregoing.

The Client acknowledges and confirms that Instructions shall be irrevocable, except if permitted by the Trading Member to be revoked / superseded and the Trading Member has had reasonable time to act upon the cancelling or superseding instruction. The Trading Member is entitled to rely conclusively upon the authority of any authorized person to give Instructions until the Trading Member has received notice acceptable to it of any change from the Client and has had a reasonable time to act (after which time it may rely on the change).

In view of the Trading Member agreeing to, and acting upon the Client’s request to accept Communication in manual form, by Internet and other electronic modes of transmission over public lines, the Client agrees to exempt the Trading Member from any and all responsibility and liability for interception, transmission, alteration, unauthorized access and / or misuse of any information and for any resultant breach of confidentiality including due to any of the circumstances listed above, and further shall not hold the Trading Member responsible or liable for any errors, or delays arising out of systems failures, disruptions, and other events or circumstances that are not within the control of the Trading Member.

The Client hereby further agrees to and shall, accordingly, hold the Trading Member saved, harmless and indemnified for and against any claims, proceedings or actions, costs, expenses or other outgoings or losses that the Trading Member may incur due to or on account of agreeing to the aforesaid request of the Client.

#### 4. **Brokerage Fees:**

The fees payable by the Client to the Trading Member in respect of services provided / to be provided pursuant to the SEBI Rights and Obligations document and this Agreement, as of the date hereof, shall be as set-out in the Fee Schedule hereto, and as may be modified, from time to time by the Trading Member and intimated to the Client. The Client agrees that it shall be bound to pay such fees without demur and hereby agrees, forthwith upon demand, to pay, clear and free of withholding and deduction, in Indian Rupees, immediately available and freely transferable funds for same day settlement in Mumbai, towards (i) all fees and any and all other payments including as may be charged or levied by any exchange (ii) all taxes, levies, cesses, penalties and duties, including but not limited to all indirect taxes and stamp duties, payable in connection with Transactions entered into on behalf of, or for the account of, the Client, and (iii) all costs, charges, expenses, damages, losses and

other outgoings incurred or suffered by the Trading Member as a result of default by the Client, including without limitation, all legal costs and expenses on a solicitor / client basis.

## 5. Events of Default

The following events shall each be construed as an event of default ("**Event of Default**"); if:

- (a) the Client fails to discharge its obligations to the Trading Member in a timely fashion, or in the event that any monies that may be payable by the Client hereunder or pursuant to the SEBI Rights and Obligations document are not paid when due, or
- (b) any representation made by the Client or warranty provided herein or pursuant to the SEBI Rights and Obligations document is found to be false, incomplete, incorrect or misleading in any respect or if any undertaking or covenant herein or under the SEBI Rights and Obligations document is breached or is not performed as undertaken by the Client; or
- (c) if a petition for bankruptcy, liquidation or insolvency or for the appointment of a receiver or judicial manager is filed or threatened, or any proceeding towards winding-up (whether voluntary or involuntary) is made by or against the Client or threatened to be made by or against the Client, or
- (d) any consent, authorisation, approval or the like, or license of or registration with or declaration to governmental or public or statutory or regulatory authority, registration with or declaration to governmental or public bodies or authorities, including NSEIL and SEBI, required to be made by the Client in connection with the execution, delivery, validity, enforceability or admissibility in evidence of this Agreement or the performance by the Client of its obligations hereunder is modified in a manner unacceptable to the Trading Member or is not granted or is revoked or is suspended or is terminated or expires and is not renewed or otherwise ceases to be in full force and effect, or
- (e) the Client is unable generally to pay its debts as they fall due and / or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling, in the light of financial difficulties or in contemplation of any default, under any agreement relating to the same (howsoever described), of any indebtedness, and / or makes a general assignment for the benefit of or a composition with its creditors and / or admits or is ordered to pay any liability and such liability is not paid when due, or
- (f) the Client is in default of its obligations in respect of transactions, including transactions similar to the Transactions either with any other trading member as a client, on any exchange in India or in respect of transactions similar to the Transactions in jurisdictions outside India; or
- (g) the Client fails to pay any amount under any court order or decree or judgment against the Client, or
- (h) all or substantially all of the undertaking, assets or properties of the Client or its interests therein are seized, nationalised, expropriated, sequestered or compulsorily acquired by the authority of government, or
- (i) the Client fails to fulfil any of its obligations to the NSEIL or NSCCL or SEBI or RBI or as required under any applicable law or regulation, or
- (j) the Client breaches any position limits that may have been imposed, or



- (k) the Client fails to place with its Clearing Member adequate margins towards Transactions or is otherwise in default of any contractual or other legal obligations of the Client to the Clearing Member, or
- (l) any acts or matters which reasonably appear to the Trading Member to be likely to lead to any of the events listed in this Clause 5 (a) to (k), above or any analogous event.

Immediately upon the occurrence of any Event of Default, the Trading Member may, at its sole and absolute discretion:

- a) **Close Out:** instruct/contractually permit the Clearing Member to close out the Client's open Transactions; and / or
- b) adjust any and all monies available with the Trading Member in relation to the Transactions against the Client's liabilities and obligations; and
- c) terminate this Agreement and the relationship with the Client under the SEBI Rights and Obligations document with immediate effect,

and the Trading Member shall give notice to the Client of the taking of any such action as soon as is practicable (and if not before the taking of any such action, after).

Without prejudice to the above, the Client agrees and confirms that it shall, at all times, be liable to make good to the Trading Member all losses, damages, costs, charges, expenses and other outgoings, forthwith upon demand

## 6. Indemnity

- 6.1 The Client agrees that it will indemnify the Trading Member, and its officers, employees and affiliates (each an "**Indemnified Person**") from any costs (including reasonable legal fees and expenses), fees, expenses, claims, actions, demands and liabilities of any kind (including without limitation those arising from applicable borrowing, buy-in and sell-out procedures) whatsoever and howsoever caused by: (i) its misrepresentations or breaches of warranties; (ii) failure by it or any third party to comply with duties and obligations with respect to the Transactions; (iii) any other breach or contravention of this Agreement or the SEBI Rights and Obligations document by the Client; (iv) termination resulting from an Event of Default; or (v) any other action properly taken by the Trading Member pursuant to this Agreement and/or the SEBI Rights and Obligations document, or by the Clearing Member or at the request of or for the benefit of the Client (including without limitation the costs and expenses of settling Transactions). This indemnity shall not operate in respect of the direct consequences of the Trading Member's own gross negligence, fraud or wilful default.
- 6.2 In addition, the Client agrees to indemnify the Trading Member and the other Indemnified Persons for any costs, expenses, claims, demands and liabilities incurred by the Indemnified Persons by reason of calls on any guarantee, clearing or compensation or investor protection fund, whether by the Clearing Member, NSCCL, NSEIL, any regulatory / statutory body or any other person whatsoever, provided that the liability of the Client in this respect shall be calculated on a fair and reasonable basis.
- 6.3 The Trading Member will not be responsible for any loss or damage suffered by the Client as a result of any act or failure to act by the Trading Member unless the loss or damage results from the Trading Member's breach of this Agreement by wilful misconduct or fraud or gross negligence, in which event the liability of the Trading Member in connection with the loss or damage will not exceed the lesser of replacement of any property or the market value of the property to which such loss or damage relates at the time the Client reasonably should have been aware of such breach. Under no circumstances will the Trading Member be liable to the Client for indirect, incidental or consequential loss or damages, even if advised of the possibility of such damages.

## 7. Termination

Without prejudice to the Trading Member's absolute and unfettered right to terminate the relationship with the Client under the SEBI Rights and Obligations document and this Agreement upon the occurrence of an Event of Default, either the Client or the Trading Member may terminate this Agreement at any time by giving the other 30 days' prior written notice specifying the date of such termination.

If termination occurs in accordance with this Clause, or upon occurrence of an Event of Default, then without prejudice to the rights of buy-in, sell-out, set-off, lien and retention, and other rights and remedies available to the Trading Member under this Agreement, the SEBI Rights and Obligations document, the Applicable Rules and applicable law and regulations, all the outstanding obligations between the Parties under this Agreement to pay amounts or deliver securities shall be accelerated and become immediately due as of the relevant termination date and shall be payable on such termination date. Further the Trading Member may instruct the Clearing Member to reverse any Transactions to square-off open positions or other obligations.

Clauses which, by their nature, are intended to survive termination of this Agreement shall survive.

## 8. Temporary Suspension of Trading Account:

The Trading Member may, at the request of the Client, suspend the Services provided to the Client under this Agreement for such time-period as requested by the Client provided that there are no outstanding exposure and/or dues against any of accounts of the Client.

9. This Agreement shall be governed by Indian law. All disputes, differences or questions arising out of or in relation to the Agreement and the SEBI Rights and Obligations document, including the interpretation of the terms contained herein or in the Applicable Rules, or with regard to the obligations, failure or breach thereof by either Party shall, in the first instance, be resolved mutually by the Parties. If the Parties fail to resolve the same mutually, then the same shall be referred to arbitration in accordance with Chapter XI of the NSEIL Bye-laws.

## 10. Miscellaneous

10.1. **Non-waiver:** The rights, remedies, powers and privileges of the Trading Member under this Agreement and the SEBI Rights and Obligations document are cumulative and not exclusive of any rights or remedies provided by law. No time, indulgence or forbearance granted by the Trading Member hereunder shall operate to waive any of its rights under this Agreement or the SEBI Rights and Obligations document, nor shall any single or partial exercise of the Trading Member's rights under this Agreement or the SEBI Rights and Obligations document preclude any other or further exercise of such rights. Any waiver of a right hereunder, for it to be effective, shall be in writing and given by the Party entitled to that right to the other Party.

10.2. **Non-assignability:** The Client may not assign, delegate, transfer or otherwise dispose of any of its rights or obligations under the SEBI Rights and Obligations document and/or this Agreement without the prior written consent of the Trading Member.

10.3. **Severance:** Any term, stipulation or undertaking in this Agreement which is declared by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable shall, to the maximum extent permitted by applicable law, be severed from this Agreement without affecting the remaining provisions of this Agreement, which shall remain fully effective.



10.4. **Events Beyond a Party's Control:** No liability shall result to either Party for delay in any performance, or non-performance of the obligations under this Agreement or the SEBI Rights and Obligations document, which has been caused by any event of force majeure. For the purposes of this Clause, "force majeure" means and includes wars, insurrections, revolutions, fires, floods, epidemic, other catastrophes whether natural or otherwise, quarantine restrictions, declared general strikes in relevant industries, civil disturbance, act of God, act of governmental, statutory, regulatory, civil, military or legal authority, closure or suspension of any market, failure of any systems including telecommunications systems, imposition of foreign exchange controls, embargoes affecting the market and such other acts or events beyond the control of the affected party.

10.5. **Agents and Sharing of Information:**

The Trading Member may appoint agents to perform any part of its functions hereunder and shall use reasonable care in selecting such agents. The Trading Member shall only be responsible for negligence in the selection of agents and shall otherwise have no responsibility or liability for the performance by the agents of any functions performed by them.

The Client accepts, confirms and consents for the disclosure and sharing by the Trading Member of all or any information and data relating to the Client, including but not limited to information relating to Transactions instructed, default, if any, committed by the Client in the discharge of the Client's obligations, as the Trading Member may deem appropriate and necessary to disclose and furnish, to any regulatory, statutory, governmental or supervisory authority and / or to its affiliates, service providers, consultants and / or advisers and / or as required under law or any applicable regulation, at the order of a court of law, or at the request or order of any statutory, regulatory or supervisory authority with whose requirements it customarily complies.

The Client further accepts that, without prejudice to any rights of the Trading Member, all acts / steps as are necessary for the Trading Member to take in order to monitor the performance of the obligations of the Client may be carried out by and / or through such other person (including a company or body corporate) as may, from time to time, be appointed by the Trading Member in respect thereof. Further, the Client expressly recognises and accepts that the Trading Member shall, without prejudice to its rights to perform such activities either itself or through its officers or servants, be absolutely entitled and have full power and authority to appoint one or more third parties of the Trading Member's choice and to transfer or delegate to such third parties the right and authority to perform and execute all acts, deeds, matters and things connected therewith or incidental thereto and generally performing all lawful acts as the third party may consider appropriate for such purposes.

10.6. **Necessary Systems and Third Parties:** No Competent Authority, including but not limited to NSEIL, NSCCL and SEBI, or other necessary third persons, such as clearing members, clearing-houses, banks, couriers, data-providers, etc., shall be deemed to be agents of the Trading Member. The Client understands and acknowledges that the Trading Member may be required to contract with or enter into arrangements with necessary third parties, not being agents, and utilise systems. Systems are vulnerable to disruption or failure, for the consequences of which the Trading Member will have no responsibility. The Trading Member may also be under limitation, whether by contract or otherwise, from recovering monies from necessary third parties, and the Client's ability to recover losses that may be occasioned to it shall also be subject to any such limits and / or constraints that may be imposed by the system provider, the market, market intermediaries, clearing members, clearing houses, member firms, etc. Without prejudice to the generality of the foregoing, the Client agrees and confirms that the Trading Member is not responsible for the acts, omissions, defaults or insolvency of any third party including, but not limited to, any counter-party, settlement system, depository, market intermediary, clearing house, member firm, exchange etc., and has no responsibility for the selection or monitoring of any clearing agency, settlement system or depository or any other person (including any nominee of the foregoing) in relation to the Transactions.

- 10.7. **Performance Subject to Laws.** The Client understands and agrees that the Trading Member's performance of this Agreement is subject to extant local laws, regulations, decrees, orders, government acts, customs, procedures and practices to which the Trading Member is subject.
- 10.8. **Further Information.** The Client agrees to execute further documents and provide materials and information as may be reasonably requested by the Trading Member to enable it to perform its duties and obligations under this Agreement.

SIGNED for and on behalf of  
**Citibank, N.A.**

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_

SIGNED for and on behalf of <Client Name>

By : \_\_\_\_\_  
Name : \_\_\_\_\_  
Title : \_\_\_\_\_

**Schedule 1 to the Agreement: Operating Procedures and Policies**

These Operating Procedures are to be read with and form an integral part of, and are subject to the terms and conditions of the SEBI Rights and Obligations document and the Agreement, both dated \_\_\_\_\_, (collectively, the “Agreement”) executed between Citibank, N.A. (the “Trading Member”) and \_\_\_\_\_ (the “Client”). Capitalized terms herein shall have the meaning ascribed to them under the Agreement. All references to time herein shall be to Indian Standard Time. In the event of any inconsistencies between these Operating Procedures on the one hand, and the SEBI Rights and Obligations document and the Agreement on the other hand, the SEBI Rights and Obligations document and the Agreement shall prevail unless it is expressly stated to the contrary.

**(i) Position Limits**

The Client will be responsible for monitoring the applicable positions limits on its portfolio. The Trading Member will not be held responsible for any breach of such limits. In case of breach of the applicable limit, the Client is required to ensure that excess positions are immediately reversed / closed-out in order to bring back the current position within the applicable limit. The Trading Member will have complete authority to square-up / close out Client positions in order to bring back Client position within applicable limits. Any losses or gains arising from such close out of positions will be to the Client’s account.

**(ii) Clearing Arrangements**

The Client will inform the Trading Member of the details of its appointed Clearing Member and will provide a letter of acceptance from the Clearing Member.

The Client shall ensure that it is dealing with the Trading Member at all times in line with the trading limits permitted to it by its Clearing Member and will expressly ensure that it does not initiate a position with the Trading Member for which sufficient margin is not placed with its Clearing Member.

The Client shall also ensure that any Transactions initiated by it through the Trading Member are reported by the Client to its Clearing Member as soon as possible and in all circumstances before 4 PM on the day on which that Transaction was initiated, so as to ensure acceptance of Transactions for clearing by the Clearing Member.

The Client shall notify the Trading Member of the Client’s fund flows in advance so as to enable the Trading Member to follow up with the Client’s Clearing Member for clearing of Transactions.

These procedures will be reviewed periodically by the Trading Member and appropriately modified, if necessary.  
Signed for and on behalf of <Client Name>

|  |  |
|--|--|
| Authorised Signatory 1 (with company seal) | Authorised Signatory 2 (with company seal) |
| Name:                                      | Name:                                      |
| Title:                                     | Title:                                     |

[To be printed on client letter head]  
**Standing Instruction Letter**

**NON MANDATORY**

[Date]

Citibank, N.A.  
4<sup>th</sup> Floor, Citi Centre  
Bandra Kurla Complex  
Bandra East  
Mumbai -400 051

Dear Sir,

**Standard settlement instructions**

We, M/S \_\_\_\_\_ ("Customer" or "we") refer to the services extended by Citibank, N.A. ("Bank" or "you") to us as a Trading Member pursuant to SEBI Rights and Obligations document and an Agreement both dated \_\_\_\_\_ .

We further refer to the discussions the Bank had with us on the above mentioned and pursuant to the same in order to facilitate the smooth processing of margins, realized profits and losses and any other related charges in the currency derivatives segment and/or for the services extended by the Bank, we would like to issue the following standing instructions.

For the recovery or reimbursement of fees or charges in relation to the services rendered by you we hereby authorize you to debit our account # \_\_\_\_\_ held with your \_\_\_\_\_ Branch.

The standing instructions/authorizations provided hereinabove may be revoked by us at any point of time. Provided however, such revocation will be effective only upon receipt by you of a revocation letter from us to that effect.

-----  
Signature:  
Date:

**Running Account authorization**

We would like to maintain a running account with Citibank N.A. for the funds payable to us by Citibank N.A.

Citibank N.A. shall settle the funds with us:

Every month

OR

Every quarter

Further, We understand, agree and consent that:

- a) Citibank N.A shall compulsorily execute a monthly/quarterly settlement of collateral funds/securities.
- b) In case we have opted for a monthly/quarterly settlement (including collateral funds/securities), and in case we require an early settlement of funds/securities (including collateral funds/securities), on an exceptional basis, we shall inform the same to Citibank N.A, either in writing or over the phone.
- c) In case of monthly/quarterly settlement (including collateral funds/securities), no interest shall be paid by Citibank N.A on the amount held by Citibank N.A.
- d) In case we need to change/withdraw the options given above, then we shall confirm the same in writing to Citibank N.A.
- e) we will not hold Citibank N.A responsible for any loss or damage caused to us in view of any action and/or inaction, on our part, in this regard.

This letter is issued with requisite authority and approval.

Regards,

Name:

Title:

Date:

Citibank, N.A.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

**Re: Transmission of Transaction Instructions over Electronic Mail and Telephone.**

We, \_\_\_\_\_, (hereinafter referred to as the 'Client', which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), are availing of certain settlement services including trading and Service Provider services (hereinafter referred to as 'Services') from Citibank, N.A., a national banking association duly constituted, registered and in existence in accordance with the laws of the United States of America now in force, and carrying on the business of banking in India as a Scheduled Bank, and acting for the purposes of this Agreement through its various branches in India, and an office located at Plot C-61, Bandra-Kurla Complex, G-Block, Bandra (E), Mumbai 400 051 (hereinafter referred to as "Service Provider", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) in respect of clearing of currency derivative transactions executed by the Client on the Currency Derivative Segment of the National Stock Exchange of India Limited ("NSEIL") and/ or the MCX Stock Exchange Limited ("MCX-SX") and cleared through the National Securities Clearing Corporation Limited ("NSCCL") and/or MCX-SX Clearing Corporation Limited ("MCX-SX CCL") ("Transactions") as the case may be. The Services are governed by the terms of the SEBI Rights and Obligations document dated \_\_\_\_\_ and an Agreement dated \_\_\_\_\_ (read together, and referred to as the "Services Agreement").

The Client provides instructions ("Instructions") to the Service Provider in respect of the Transactions, through various mutually acceptable modes for issuance of such Instructions, as set-out in the Services Agreement.

The Client is also desirous of, and may, through its authorized signatories, provide certain Instructions to the Service Provider for Transactions, as permitted by the Service Provider at its sole discretion from time to time, by transmitting the same over electronic mail, in an encrypted form ("E-mail Instructions") as acceptable to the Service Provider, and/or by telephone ("Phone Instructions"), as acceptable to the Service Provider in certain exceptional circumstances, and in accordance with the terms of this Indemnity-cum-Undertaking, and in this regard, the operational procedures referred to in the Annexure hereto (as may be modified, from time to time, by the Service Provider by providing 2 days' prior written notice), shall be adhered to. E-mail Instructions and Phone Instructions may, wherever the context so permits, be collectively referred to as the "Electronic Instructions".

**ACCORDINGLY,**

- (a) The Client confirms that E-mail Instructions shall always originate from the E-mail addresses set-out in the table appearing in the **Schedule** hereto (as may be modified, from time to time, by the Client by providing at least 2 days' prior written notice) and shall always be sent to the E-mail address of the Service Provider set-out in the **Schedule** hereto (as may be modified, from time to time, by the Service Provider by providing at least 2 days' prior written notice). The Client confirms and agrees that the Service Provider shall be entitled, in good faith, to treat any E-mail Instructions appearing to originate from the E-mail addresses of the Client specified in the **Schedule** as being genuine and duly authorized and that the Service Provider shall not be liable or responsible for the consequences of any act or omission on the basis of the same. The Client acknowledges that the



Service Provider may, with two (2) days' prior written notice to the Client, and without having to provide any reasons therefor, suspend acceptance of E-mail Instructions, in relation to some or all of the Transactions.

- (b) The Client confirms that Phone Instructions shall always be originated by the Service Provider by calling from a phone number as set-out in the table appearing in the **Schedule** hereto (as may be modified, from time to time, by the Service Provider by providing at least 2 days' prior written notice) and shall always be made to a phone number of the Client as set-out in the **Schedule** hereto (as may be modified, from time to time, by the Client by providing at least 2 days' prior written notice). The Client confirms and agrees that the Service Provider shall be entitled, in good faith, to treat any Phone Instructions in accordance with the procedure herein as genuine and duly authorized, and shall not be liable or responsible for acting in accordance therewith. The Client acknowledges that the Service Provider may, with two (2) days' prior written notice to the Client, and without having to provide any reasons therefor, suspend acceptance of Phone Instructions, in relation to some or all of the Transactions.
  - (c) The Client understands and confirms that Phone Instructions would, of necessity, require to be reconfirmed by the Service Provider by such modes as permitted in accordance with the terms of the Services Agreement, within a period of \_\_\_\_\_ hours of the Phone Instructions having been provided. In the event of any discrepancy between the Phone Instructions as provided by the Client and the Instructions as received subsequently by the Service Provider, the contents received by the Service Provider over Phone, shall prevail.
  - (d) All Transactions that are subject-matter of Electronic Instructions shall be originated through Authorised Broker/s whose name and \_\_\_\_\_ are as set-out in the table appearing in the **Schedule** hereto (as may be modified, from time to time, by the Client by providing atleast 5 days' prior written notice).
  - (e) The Service Provider shall be entitled, but not obliged to, refrain from acting on E-Mail Instructions, unless the Service Provider, in a telephone call to any of the numbers set-out in the **Schedule** hereto, receives confirmation from a person who purports to be an authorized person of the Client, with respect to E-Mail Instructions. The Client hereby accepts and agrees that the Service Provider is not required to, and will not verify whether or not the confirmation to the Service Provider is, in fact, from one of the Client's authorized persons.
1. In consideration of being able to provide to the Service Provider the Electronic Instructions, the Client hereby:
- (a) unconditionally and irrevocably agrees to indemnify and shall keep indemnified and hold the Service Provider and its officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, claims and expenses, including without limitation any costs between attorney and client by reason of the Service Provider acting on the basis of any Electronic Instructions transmitted over E-mail and/or Phone and/or doing and/or omitting to do anything in terms of this Indemnity-cum-Undertaking and/or Transactions arising out of the Electronic Instructions.
  - (b) confirms that the Client shall not hold the Service Provider responsible or liable in any way for any loss or outgoings, incurred or suffered by the Client or any other person whatsoever pursuant to the Service Provider acting on Electronic Instructions.
  - (c) confirms, without prejudice to the generality of the foregoing, that the Client shall not hold the Service Provider responsible or liable for any loss on any grounds whatsoever incurred by the Client pursuant to the Service Provider not being able to act on the basis of an Electronic Instruction transmitted over E-mail or Phone for any reason whatsoever, including in the event that the Electronic Instructions or

any part thereof, was not legible/audible, or was garbled, incomplete or unclear or that the Electronic Instruction was received at or beyond the close of a mutually agreed cut-off time.

- (d) confirms that the Client accepts full responsibility for requisite due process, safety and security procedures at its end, in the transmission of Electronic Instructions to the Service Provider. The Client undertakes to develop and maintain requisite internal security procedures to prevent unauthorized Electronic Instructions reaching the Service Provider. The Client also accepts and agrees that the Service Provider shall not be liable or responsible for having initiated Transactions on the basis of Electronic Instructions transmitted over E-mail and/or Phone prior to receipt by the Service Provider of any written notice from the Client to not act upon such Electronic Instructions previously received, whether such notice be on account of any breach or suspected compromise of the Client's security procedures or for any other reason whatsoever.
- (e) confirms that the undertakings and commitments of the Client contained herein are valid, irrevocable and not subject to any conditions whatsoever, and shall bind its successors and assigns, and all necessary action has been taken by the Client to authorise the valid execution, delivery and performance of this Indemnity-cum-Undertaking.
- (f) agrees that this Indemnity-cum-Undertaking shall survive termination of the Services Agreement.
- (g) understands, acknowledges and accepts that communication, including Electronic Instructions, sent over public lines, including over the internet, is not necessarily secure, even if encrypted, and that these transmission methods are not necessarily secure means of transmission and delivery, and that there are associated risks, including of breach of confidentiality, possible unauthorized alteration and/or unauthorized use. The Client agrees to exempt the Service Provider from any and all responsibility in this regard including as to any misuse of communication during the time that the same is over public lines, and to hold the Service Provider harmless for any cost or loss that the Client may incur due to the same and any error, delay or problem in transmission or otherwise.
- (h) confirms that the Service Provider shall not be liable for any loss or damage caused to the Client by not complying with Electronic Instructions transmitted over E-mail or Phone, as received by the Service Provider, during a communications or systems failure and the like and any other circumstances not within the reasonable control of the Service Provider, and
- (i) confirms that other than adhering to the processes referred to hereinabove, the Service Provider is not required at all to seek to ascertain the validity, genuineness or otherwise of the Electronic Instructions transmitted over E-mail or Phone, and the Client agrees to be bound by the Electronic Instructions transmitted and received by the Service Provider, whether or not the actual sender of the same was duly authorized by the Client.

This Indemnity-cum-Undertaking shall be governed by the laws of India and shall be subject to jurisdiction of Courts in Mumbai exclusively.

SIGNED AND DELIVERED FOR THE WITHIN NAMED [\_\_\_\_\_]

Schedule

*Email List (for communication from Service Provider to the Client)*

|    | <u>Name</u> | <u>Email Address</u> |
|----|-------------|----------------------|
| 1. |             |                      |
| 2. |             |                      |
| 3. |             |                      |

*Telephone List (for communication from Service Provider to the Client)*

|    | <u>Name</u> | <u>Number</u> |
|----|-------------|---------------|
| 1. |             |               |
| 2. |             |               |
| 3. |             |               |

*Email List (for communication from the Client to Service Provider)*

|    | <u>Name</u> | <u>Email Address</u> |
|----|-------------|----------------------|
| 1. |             |                      |
| 2. |             |                      |
| 3. |             |                      |

*Telephone List (for communication from Client to Service Provider)*

|    | <u>Name</u> | <u>Number</u> |
|----|-------------|---------------|
| 1. |             |               |
| 2. |             |               |
| 3. |             |               |

## Annexure

### I. Instructions and Information transmitted over E-Mail

- (a) The Service Provider shall send to the Client by encrypted E-Mail, daily, transaction file summaries based on transaction data appearing on NSEIL and/ or MCX SX terminals. The downloads from the NSEIL and/ or MCX SX terminal will be taken around \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_. 'Encryption' as used herein shall mean and include encryption using Entrust software or a MS WinZip version approved by the Service Provider or any other mutually approved encryption process, from time to time.
- (b) The Client will confirm transactions by sending encrypted E-Mail Instructions , at or prior to:
  - (i) \_\_\_\_\_ in respect of the first transaction file summary;
  - (ii) \_\_\_\_\_ in respect of the subsequent transaction file summary(s); and
  - (iii) by \_\_\_\_\_ PM, in respect of the final transaction file summary.
- (c) Transactions may be 'confirmed' or 'rejected' by the Client, through the E-mail Instructions. Transactions that have neither been 'confirmed' nor 'rejected' shall be kept pending, and may subsequently be 'confirmed' or 'rejected'. Provided however that, Transactions that are not 'confirmed' or 'rejected' vide Instructions or Electronic Instructions prior to \_\_\_\_\_ P.M. shall stand automatically rejected by the Service Provider.

### II. Telephone Instructions

The Service Provider recognizes that certain Transactions may stand 'rejected' solely by reason of (i) the Client not having sufficient time to provide Instructions with regard to Transactions executed shortly prior to close of trading hours; or (ii) modes for provision of Instructions being unavailable to the Client due to circumstances outside the Client's reasonable control. Telephone Instructions are permissible, in accordance with the terms of the Indemnity-cum-Undertaking, in such circumstances to mitigate settlement default. The process for acceptance of Telephone Instructions shall be as follows:

- The Service Provider will assign a test word, and the Service Provider and the Client will specify certain Telephone numbers from and to which calls will be made for receipt of Telephone Instructions.
- In the circumstances listed in (i) and (ii) of the first para above, for any Transactions sighted by the Service Provider based on data received from NSCCL/NSEIL and/ or MCX-SX/ MCX-SX CCL that are neither 'confirmed' nor 'rejected', the Service Provider will call the Client on its specified Telephone number from the Service Provider's specified Telephone number, and seek identification by requesting the Client to state the assigned code word.
- Upon verification of the test word, the Client will call out, inter alia, the following Transaction details, which the Service Provider shall verify against the data sighted by it as received from NSCCL/NSEIL and/ or MCX-SX/ MCX-SX CCL, (i) Transaction date, (ii) participant code, (iii) buy/sell, (iv) Authorised Broker, (v) instrument type, (vi) underlying symbol, (vii) expiry date, (viii) strike price, (ix) option type, (x) Transaction quantity, (xi) Transaction price (upto 4 decimals), and/or such other information as the Service Provider may deem relevant, from time to time. The Client shall then 'confirm' or 'reject' each Transaction.

**FAX Indemnity**

**Non Mandatory**

Date:

Citibank, N.A.

Dear Sirs,

Re: Requests by Facsimile

1. The company named at "[A]" in the Schedule below, as a 'Constituent' in the currency derivatives segment, has contracted with Citibank, N.A. ("Trading Member") for trading in currency derivatives. In the course of this relationship, the Constituent, from time to time, requires to make requests for release of margin placed earlier with the Trading Member. The requests (collectively, "Requests", and in the singular, a "Request"), will be received by the Trading Member in form and manner acceptable to the Trading Member, through the Constituent's authorised signatories (as intimated to the Trading Member, from time to time). The Constituent acknowledges that the Trading Member shall have the sole discretion at any time, and from time to time to, without liability accept or refuse Requests by facsimile transmission for any or all transactions.

2. The Requests by facsimile transmission shall be transmitted by the Constituent duly signed by its authorised signatories on behalf of the Constituent, in conformity with the specimen signatures of the authorised signatories registered with the Trading Member. The Trading Member will verify the signatures on the Requests by facsimile transmission, with the specimen signatures of the authorized signatories provided to the Trading Member by the Constituent.

3. The Trading Member shall be entitled, but not obligated to, refrain from acting on Requests by facsimile transmission, received by the Trading Member from the Constituent, unless the Trading Member, in a recorded telephone call with any one of the Constituent's authorized signatories/designated persons receives confirmation for the Request previously sent by facsimile. The Constituent hereby accepts and agrees to, on behalf of itself and its authorised signatories and designated persons, the recording by the Trading Member of the confirming telephone calls, and accepts that the Trading Member is not required to, and will not, verify whether or not the confirmation to the Trading Member is, in fact, from one of the Constituent's authorized signatories/designated persons.

4. The Constituent hereby agrees that for all Requests by facsimile transmission, the Constituent shall exclusively use the format prescribed by the Trading Member from time to time, and comply with instructions from the Trading Member.

5. The Constituent hereby :

(a) confirms that it shall be bound by the contents of Requests transmitted by facsimile to the Trading Member, and that in the event of, any discrepancy between the Requests, as transmitted by facsimile, and the original of the Requests, the Requests transmitted by facsimile and the particulars and transactions as contained therein, shall be deemed to be the primary document evidencing the Constituent's Requests, and shall prevail, and

(b) undertakes, without prejudice to the aforesaid, that the Constituent shall, within twenty-four hours of receipt of demand from the Trading Member, deliver the original of any Requests to the Trading Member, clearly marked "ORIGINAL OF FAXED REQUEST OF \_\_\_\_\_ (DATE)". The Trading Member shall not be responsible for inquiring into or following up the performance of this covenant by the Constituent, and

(c) confirms that the Constituent shall not hold the Trading Member responsible or liable for any loss, or any dispute on any grounds whatsoever, incurred by or raised against the Constituent pursuant to the Trading Member acting on any Request transmitted by facsimile to the Trading Member, and

(d) confirms that the Constituent shall not hold the Trading Member responsible or liable for any loss on any grounds whatsoever incurred by the Constituent pursuant to the Trading Member not being able to act on the basis of an Request transmitted by facsimile for any reason whatsoever, including in the event that the facsimile transmission or any part thereof, is not legible, is garbled, erroneous, self-contradictory, incomplete or unclear or that an Request by facsimile transmission is received at or beyond the close of banking business hours or not on a banking business day, and .

(e) confirms that the Constituent accepts full responsibility for requisite due process, safety and security procedures at its end, in the transcribing, signing, issue and transmission of Requests by facsimile to the Trading Member. The Constituent undertakes to develop and maintain requisite internal security procedures, to prevent unauthorized Requests reaching the Trading Member, and also agrees to immediately notify the Trading Member, as detailed at "B" in the Schedule below, or as otherwise notified by the Trading Member from time to time, to not act upon any Requests received by facsimile transmission if the Constituent believes that any breach or suspected breach or compromise of the process and/or security procedures established by it has occurred. The Constituent also accepts and agrees that the Trading Member shall not be liable or responsible for having initiated transactions on the basis of Requests received by facsimile transmission prior to receipt of notice from the Constituent to not act upon Requests received by facsimile transmission, whether such notice be on account of any breach or suspected compromise as aforesaid or for any other reason whatsoever. In the event of any discrepancy between the records of the Constituent and the records of the Trading Member in relation to Requests, the records maintained by the Trading Member shall be presumed to be true and correct, and

(f) confirms that the Trading Member shall not be responsible for any consequences arising from causes beyond the control of the Trading Member, and

(g) confirms that the Trading Member shall have absolute discretion to act or not act upon Requests sent by facsimile transmission. The Trading Member shall notify the Constituent at its earliest possible time should it elect to not act upon an Request received by facsimile transmission and no liability shall devolve upon the Trading Member for not acting upon an Request sent by facsimile transmission, and

(h) confirms that the undertakings and commitments of the Constituent contained herein are valid, irrevocable and not subject to any conditions whatsoever, and shall bind its successors and assigns, and all necessary action has been taken by the Constituent to authorise the valid execution, delivery and performance of this Undertaking and Indemnity, and

(i) agrees that this Undertaking and Indemnity shall be valid till the Constituent continues to avail of the facility of Requests by facsimile transmission, and shall survive the termination of the facility for any claims whatsoever and howsoever and by whomsoever made upon the Trading Member on account of any Requests by facsimile transmission, and

(j) confirms that the Trading Member shall not be liable for any loss or damage caused to the Constituent by not complying with the Requests by facsimile transmission received by the Trading Member, due to existence of force majeure conditions, including but not limited to any strike by the employees of the Trading Member, communication systems failure, riots, rains, flood, tempest, war, enemy action, and the like, and

(k) confirms that the Trading Member shall not be liable for any loss or damage caused to the Constituent, whether due to subsequent revocation by the Constituent of any Requests or otherwise, provided that the Trading Member has taken reasonable care to adhere to the processes of verification of signatures and confirmation by recorded telephone calls, as mentioned in Clauses 2 and 3 above, and



(l) confirms that the Requests sent by facsimile transmission in the name of the Constituent to the Trading Member, and the Trading Member's records of such Requests, shall be sufficient evidence of the Trading Member's adherence and compliance with the procedure referred to in Clauses 2 and 3 above, and

(m) confirms that other than adhering to the processes referred to in Clauses 2 and 3 above, the Trading Member is not required at all to seek to ascertain the validity, genuineness or otherwise of the Requests received by facsimile transmission, and the Constituent agrees to be bound by the Requests received by the Trading Member by facsimile transmission, sent in the name of the Constituent, whether or not they were authorized, and

(n) confirms that the Trading Member may, without liability, terminate the facility of Requests by facsimile transmission, at any time forthwith by written notice addressed to the authorised signatories of the bank account of the Constituent, at the address and/or facsimile transmission number of the Constituent available on the records of the Trading Member at the relevant time. The said address and/or facsimile transmission number shall be used by the Trading Member for the purposes of all communication hereunder with the Constituent and/or the authorised signatories of the Constituent's bank account/s.

The Constituent may terminate its use of the facility of Requests by facsimile transmission at any time by written notice to the Trading Member of not less than 15 days, addressed to the Trading Member as detailed at "B" in the Schedule below, or as otherwise notified from time to time.

In consideration of availing of the facility of Requests by facsimile transmission, the Constituent hereby unconditionally and irrevocably agrees to indemnify and shall keep indemnified and hold the Trading Member and its officers and agents free and harmless at all times, against all monetary and other harm, injury, costs, losses, liabilities, damages, charges, actions, legal proceedings, claims and expenses, and consequences including without limitation any costs between attorney and client, whether direct or indirect, by reason of the Trading Member complying with any Requests received by facsimile transmission and/or doing and/or omitting to do anything in terms of this document and/or the Trading Member's policy and procedures, as prevailing from time to time, in respect of any Requests received by facsimile transmission and/or transactions arising out of the Requests.

These presents shall be governed by the laws of the Republic of India and shall be subject to jurisdiction of Courts in Mumbai exclusively.

This document is issued with requisite corporate authority and approval.

The Schedule above referred to

A. \_\_\_\_\_ (Constituent)

B. Address of the Trading Member : \_\_\_\_\_

Marked to the attention of : \_\_\_\_\_

Facsimile transmission number : \_\_\_\_\_

C. Persons, in addition to authorized signatories, designated for callbacks/transaction confirmations:

Branch Phone Numbers

Name of the Designate

IN WITNESS WHEREOF the aforesaid has been duly executed by and on behalf of the Constituent at \_\_\_\_\_, on the date first hereinabove mentioned

SIGNED AND DELIVERED on behalf of \_\_\_\_\_, by \_\_\_\_\_ its Constituted Attorney vide \_\_\_\_\_ (DESCRIBE THE AUTHORITY DOCUMENT), in the presence of: