

**FORMAT FOR ENROLMENT AS IBT CLIENT**

(For Existing Clients Only)

Date :

To  
AUM Capital Market Pvt. Ltd.  
5, Lower Rawdon Street  
"Akashdeep" 1<sup>st</sup> Floor  
Kolkata – 700 020

From  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact No. : \_\_\_\_\_

**Shifting from Direct Trading to IBT**

Sir/ Madam,

I am interested in Internet Based Trading offered by you through your website www.aumcap.com and E-Trade. I am already enrolled with you for direct trading through your branch/ Sub Broker/ Operator and my trading code is

\_\_\_\_\_.

Thanking You.

Yours truly,

\_\_\_\_\_  
Signature

**For Office Use Only**

Sifting of client from Direct Trading to IBT:

Recommended by : \_\_\_\_\_ Designation: \_\_\_\_\_

Reason for Enrollment : \_\_\_\_\_

Passed by : \_\_\_\_\_ Designation: \_\_\_\_\_

**Accounts department**

The above facility is allotted only after fulfillment of all the KYC norms and other compliances. The above changes has been informed to the Surveillance & Risk Management Department.

\_\_\_\_\_  
Accounts Head

The above information has been bought to our notice:

Risk Mgt. Dept. : Name \_\_\_\_\_ Signature \_\_\_\_\_

Surveillance Dept. : Name \_\_\_\_\_ Signature \_\_\_\_\_

Help Desk : Name \_\_\_\_\_ Signature \_\_\_\_\_

**LETTERS OF UNDERSTANDING FOR AVAILING INTERNET TRADING/WIRELESS TECHNOLOGY BASED TRADING SERVICES  
(To be signed only if the client wishes to avail Internet based trading facility)**

Clauses mentioned above pertaining to above transactions shall be applicable to Internet Trading deals unless specifically mentioned otherwise.

Whereas the client is desirous of investing/trading in those securities admitted for dealing on the Exchange as defined in the Bye laws of the Exchange and have been made available for investing through Trading Member's Internet trading portal. Whereas the Trading Member proposes to offer the Internet based Trading through order routing system service to its clients and the client desires to avail of the said facility for purchasing, selling or otherwise dealing in securities admitted for dealing on the Exchange as defined in the Bye Laws of the Exchange.

**TERMS OF INTERNET TRADING THROUGH <https://www.aumcap.com>**

**ACCOUNT, USER NAME AND PASSWORD:**

The Trading Member acknowledges and permits the client to access the Account through Internet Service after completing the necessary formalities.

Client has received from Member and has read and fully understands and accepts the provisions of the information.

Clients hereby declare that clients are the ultimate beneficial owners of the Account and that clients are not related to or associated with any of Trading Member's employee or agents including without limitation as a spouse or as a child under 18 years of such employees or agents and agree that if client become related to or associated with any of such employee or agents, the client shall promptly notify member of the existence and nature of such association and acknowledge and agree that member may upon receipt of such notice, at Trading Member's absolute discretion, terminate the account.

The client agrees that he/she/it will not act as Sub-broker without prior written permission of the member and without obtaining certificate of registration from SEBI.

The Client will be entitled to a User Name and password, which will enable him to access the Member's Internet trading portal for availing of the service.

The client is aware that member's Trading portal itself generates the initial password and the Trading Member is aware of the same. The client agrees and undertakes to change immediately his initial password upon receipt thereof.

The client shall be responsible for keeping the USER Name and password confidential and secure and shall be solely responsible for all orders entered and transactions done by any other person whosoever through the Member's Trading Portal using the Clients Username and password whether or not such person was authorised to do so.

That client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the inter-net including the risk of misuse and unauthorised use of his username and password by a third party and the risk of a person hacking into the client's account on the member's Internet Trading Portal 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 unauthorised use and misuse of his password and/or Username and also for any and all acts by any person through the Stock Broker's Internet Trading Portal on the client's Username in any manner whatsoever.

The Client shall immediately notify the Trading Member in writing with full details if:

- a> He discovers or suspects unauthorized access through his Username, passwords or account.
- b> He notices discrepancies that might be attributable to unauthorized access.
- c> He forgets his password, or
- d> He discovers a security flaw in the member's internet trading portal.

In any of the above event, the client shall immediately change his password. However if the client is unable to change his password having been unauthorisedly changed by some other person or for any other reason, then the client shall immediately request the Trading Member in writing to discontinue his old password, and to generate the new password. At no point in time shall the Trading Member be liable for any loss, whether notional or actual, that may be suffered by the client on account of the misuse of the password.

Client's Signature

## **Margins, Transaction and settlements:**

The client shall maintain such quantity of securities and such amount of cash in credit balances (hereinafter referred to 'Margin' ) as required by the applicable statutes, rules, regulations, procedures or as deemed necessary or advisable by the member. The client agrees that no interest shall be payable on the margin as maintained with the member. The client shall be permitted to trade upto a pre-determined number of times of the margin and the quantum of such multiple shall be determined at the sole discretion of the member.

The client is aware and agrees that the Trading Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Trading Member's risk perception and other factors considered relevant by the Trading Member, and the Trading Member may be unable to inform the client of such variation. reduction or imposition in advance. The client agrees that the Trading Member shall not be responsible for such variation. reduction, imposition or the clients inability to route any order through the Trading Member's intimate portal on account of any such variation, reduction and imposition of limits. The client understands and agrees that the Trading Member may any point of time, at its sole discretion and without prior notice, prohibit or restrict the clients ability to place orders or trade in securities through the member.

The client agrees to execute all orders at around market prices. The client agrees to ensure that there will be no attempt at price distortion and price rigging made through any means.

The Trading Member at his discretion, may execute trades on behalf of the client at the request of the client. in case of system failure at the clients end. Any profit/loss arising out of such trades shall be at the risk of and borne by the client.

Client acknowledges and agrees that client shall be solely responsible for all orders communicated through the internet service, and neither Trading Member nor any of Trading Member's directors, officers or employees shall be liable to client or to any other person claiming under or through client. for any claims made with respect to the receipt and execution of any such orders.

If client resides or gives any order to Trading Member from outside India, client agrees to ensure and represent that such orders will have been given in compliance with any and all applicable law of the relevant jurisdiction from which client orders are given. Client further agrees to indemnify Trading Member on demand for any claims, demands, actions, costs and expenses member may suffer or incur in connection with or arising from client residing or giving of any such order from outside India.

Any orders communicated to Trading Member through the internet service will be considered to have been sent by client. Client agrees to notify Trading Member immediately if client does not receive any confirmation (Whether by hard copy, electronic or verbal means) that an order communicated by client through the service has been received or executed, receive a written confirmation of an order *qr* its execution which is not accurate or which client did not place.

Trading Member shall have an absolute discretion to accept or reject any order or the execution of any order until (as the case may be) there is sufficient cleared funds in the Account or there are sufficient securities in the Account, for settlement of the relevant transaction.

Client acknowledges and agrees that Trading Member and member's directors, officers, employees and agents shall not be responsible or liable for any loss suffered or which may be suffered by client arising from any delay or failure to perform any of member's obligation hereunder or in the transmission, receipt, execution or confirmation of orders due to any breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities or to any unauthorized access, tampering, modification or alteration of the service and/or the data and information contained therein or to any other cause or causes beyond Trading Member's control including but not limited to government restriction, exchange or market rulings, suspension of trading severe weather, earthquakes and strikes should client experience any problem in communicating with Trading Member through the internet service, client shall use all other alternative means available to client to communicate with Trading Member.

When the client places a request to cancel an order, the cancellation of the order is not guaranteed. The order will only be cancelled at the client's request for cancellation is received through the Trading Member's Internet trading order routing service system and the order is successfully cancelled before it is executed.

The client shall not presume an order as having been executed or cancelled until the client receives a confirmation from the Trading Member.

Client's Signature

## **Risk factors & Indemnity**

Client acknowledges and accepts that the internet is an inherently unreliable medium of communication and provision of information services due to the public nature of the communication and that the accuracy, reliability and soundness of such means of communication and provision of services depends upon, amongst other the service providers' and the telephone, modem, cables, systems, facilities and the link used and operated from time to time by such providers and other participants. Client acknowledges and further accepts that as a result of such unreliability, there are risks associated in using such means of communication including the congestion, breakdown, interruption or failure of transmission of the internet service or any communication equipment or facilities, errors, omissions or delays in the transmission and receipt of orders and other data and information and in the execution and confirmation of orders and/or the execution of orders at prices which may be different from those indicated on the service or prevailing at the time the orders were given. There are also other risks involved such as in the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or comprised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Client personal data.

The systems used by the Trading Member for providing Internet Broking services are generally capable of assessing the risk of the Client as soon as the order comes in. However, due to any reason whatsoever, If the order is processed without sufficient risk cover from the client, client shall be bound by such trade and shall provide such sums as may be required to meet his liability under the trade

The client agrees that he/she/it will not be compensated by the Member for any "Lost opportunity" viz. notional profits on buy/sell orders which could not be executed or real loss from delay in executed orders due to any reason whatsoever, including but not limited to time lag in the execution of the order or the speed at which the system of the member or of the Exchanges or the delay in stock quotes or any shutting down by the Member of his system for any reason or the Member disabling the client from trading on his system for any reason whatsoever.

### **Option for placing an order through means other than Internet.**

In case faults/failures as mentioned above or any other kind of faults/failures in the Internet Trade Order Routing System arise due to technical or any other reasons, the Client shall have option to place the order by telephone, Internet chatting or any other reasonable mode.

Where the Client has opted for the orders to be placed by the above mode, the Client shall be solely responsible for the order placed by the Trading Member on his behalf.

### **Demat Account and Bank Account Electronic Payment Gateway**

The client agrees to open, maintain and operate a valid demat account with the depository participant

The Client agrees that the Trading Member may require the client, at any time during the subsistence of any arrangement relating to the subject matter of these presents, to open one or more demat account with the depository participant. The client agrees that the debit/credit for all the new sections are to be effected in this /these accounts.

The client agrees that the member may, at any time during the subsistence of the arrangement relating to the subject matter of the presents, require the client to open one or more account with a designated bank.

The client confirm that the bank account linked to the trading account is the valid bank account of the client.

The Member must *offer* Electronic Payment Gateway for net banking to its clients with collaboration with the concerned bank. The client should avail this facility through the customer id and password given to him by bank for availing net banking. The client agrees that he would frequently change the password for safety measures and the stock broker shall not be liable or held responsible in any manner whatsoever, if the passwords falls in the hands of unauthorized person(s)

## **General**

The Client is aware that authentication technologies and strict security measures are required for the Internet trading through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party.

The client agrees that the Trading Member shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client /Trading Member/exchange end.

Client's Signature

The client shall not use the guest e-mail facility to send the Trading Member time-sensitive instructions or to give personal credit information or an address change. The Trading Member shall not be liable for any actions taken or any omissions to act as a result of any such e-mail message, the Client sent to the member.

The 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 Trading Member's portal Service may at any time be unavailable without further notice. The Trading Member and the Said Exchanges do not make any representation or warranty that the Trading Member's Internet Trading Service will be available to the Client at all times without any interruption. The Client agrees that shall not have any claim against the Said Exchanges or the Trading Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's Internet Trading System or Service or the Said Exchange's service or systems for any reason whatsoever.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the dates mentioned against their respective signatures

**Name of Client :** \_\_\_\_\_

**Signature of Client**

Client's Signature

**Place :**

**Date :**

## CONSENT LETTER FOR DIGITAL COMMUNICATION

To, \_\_\_\_\_ Date: \_\_\_\_\_

**M/s. Aum Capital Market Pvt. Ltd**

5, Lower Rawdon Street, 1st Floor, Kolkata - 700020

Dear Sir,

I hereby agree and consent to accept the contract notes, daily margin statement and the quarterly statements of funds and securities (herein after referred to as quarterly statement), bills and other documents/information issued by you electronically in accordance with the terms and conditions specified herein below and the same shall be binding on me. Also I undertake to check and bring the discrepancies to your notice within 48 hours of such issuance of contract notes, daily margin statement and within 30 days in case of quarterly statement. Further my non verification or not accessing the Contract Notes, daily margin statement and quarterly statement on regular basis shall not be a reason for disputing the respective at any time. This instruction to issue digital communication is applicable with immediate effect.

Email Id: 1) \_\_\_\_\_

Email Id: 2) \_\_\_\_\_

Thanking you,

Yours faithfully,

\_\_\_\_\_  
Client Signature

Client Name \_\_\_\_\_ Client Code \_\_\_\_\_

### Terms and conditions:

Terms and conditions for availing the facility of the electronic Contract Notes, Daily margin statement & Quarterly statements etc. digitally signed are as follows.

1. The Client will ensure availability of the above mentioned e-mail Id at all times.
2. That the non-receipt of bounced e-mail notification by ACMPL once ECNs / Quarterly statement / Margin statement are sent to Client's above-mentioned e-mail Id can be safely taken of having been received.
3. The Client shall update for any change in e-mail Id through a duly executed physical letter.
4. The Contract Notes, Daily margin statement & Quarterly statements will be issued in electronic form in compliance with the guidelines issued by SEBI Exchange from time to time.
5. Electronic Contract Notes, Daily margin statement & Quarterly statements will also be available on URL [https:// www.aumcap.com](https://www.aumcap.com)
6. Clients can view the electronic Contract Notes, Daily margin statement & Quarterly statements on URL by using the username & Password.
7. Electronic Contract Notes will be archived at an interval of 15 days. If the client intends to view the electronic Contract Notes for a period prior to 15 days, client may request for the same in writing.
8. In case of any failure in system or errors in electronic Contract Notes, daily margin statement and quarterly statements etc. will be issued in physical form, which shall be binding on the client. Any changes in the terms and conditions shall be intimated from time to time.

\_\_\_\_\_  
Client Signature