

UNDERTAKING BY CLIENT

VOLUNTARY

To,

Aum Capital Market Private Limited

226/1, AJC Bose Road, "TRINITY BUILDING" 3rd Floor,
Unit-3G, Kolkata - 700 020

Date: _____

With reference to my/our registration as your client, I/We hereby unconditionally and irrevocably undertake and agree that:

1. I/We shall pay initial margin as specified by Exchange (s) before placing any order. ACMPL will have all the rights not to execute the order, if I/We fail to place the required initial margin upfront with them.
2. I/We shall, when called upon to do so, provide additional/maintenance margin money to ACMPL as required by them in respect of positions taken by me/us.
3. Margins will be payable only in acceptable forms (as stipulated by concerned exchange (s)/ SEBI from time to time), else may not be reckoned.
4. Non-fulfillment of either the whole or part of the margin obligations/any other obligation/commitment at any point of time will give ACMPL the right, without any further notice, to close-out outstanding position, withdraw trading facility, impose penalties, collect appropriate deposits including invoking bank guarantees/ fixed deposit receipts and/or selling out securities deposited/lying still undelivered. These measures are exclusive of anything ACMPL deems fit to take at their discretion to financially safeguard themselves under the circumstances.
5. To accept my/our order placement / modification / cancellation verbally and confirm about the same verbally. Hence, ACMPL is advised not to send me/us any order confirmation / cancellation / modification / trade confirmation slip, etc.
6. ACMPL may charge me/us the cost of holding my/our securities with them.
7. ACMPL will be not responsible / liable for any profit / loss incurred / sustained by the me/us for mistake / failure of whomsoever during Inter - Settlement of Securities.
8. ACMPL may debit the charges of the depository participant for providing depository services and the bank charges for the realization of the cheques etc. to my/our trading account.
9. ACMPL can/may pass on me/us any penalty imposed/loss suffered together with incidental expenses due to my/ our violating any of the requirements/stipulations of Exchange (s) or any other regulatory authority.
10. I/We will be extending all co-operation to ACMPL in their endeavour towards Anti-Money Laundering. ACMPL may initiate any enquiry against me/us and/or my/our transactions any time without any legal implication whatsoever against them. I/We understand that information about me/us and my/our transactions may be reported by ACMPL to FIU/ concerned authorities without any intimation to us and have no objection to the same.
11. I/We understand that ACMPL also does proprietary trading and I/We have noted the same and hereby state that I/We have no objection to ACMPL doing the proprietary trading.
12. I/We agree to abide, by client level position limit and authorize you not to increase our open position beyond the stipulated limit, and if inadvertently exceeded, to actually reduce and bring it within acceptable limits. I/We further authorize you to debit us for any penalty imposed on you for our violation towards position limit.
13. Trading of all Exchanges is in Electronic Mode, based on VSAT, Leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing of buy or sell orders either in part or in full. I/We agree not to hold ACMPL liable or responsible for delay or default in performance of your obligations for above and due to contingencies beyond your control such as fire, flood, civil commotion, earthquake, riots, war strikes, failure of systems, failure of internal links, government/regulatory actions or any other contingencies beyond your control.



Signature of Client