## VOLUNTARY DECLARATION BY CLIENT IN RESPECT OF INTERNET BASED TRADING FACILITY (WEB BASED/APP BASED)

Date.
Client Code:
Name:
To,
N. D. Shares and Securities (NDSS),
Member of Bombay Stock Exchange,
B-4, Eden Garden,
Panjrapole, Chembur,
Mumbai - 400088.

## Sub.: Application for Facilities of Internet based Trading/Securities Trading using Wireless <u>Technology (STWT)</u>

Dear Sir,

Data:

I hereby requests you to provide me with facilities of Wireless Technology of Internet based Trading through Web Based (Bolt Plus on Web) and/or Application based (Bolt Plus App) which is provided by Marketplace Technologies and hereby accepts all the risk associated along with it which mentioned as below:

- All traders, transactions and contracts are subjects to the Rules, Bye-law and Regulations
  of the respective Exchange and SEBI and shall be deemed to be and shall take effect as
  wholly made, and shall be deemed to have submitted to the jurisdiction of courts in
  Mumbai for the purpose of giving effect to the provisions of the Rules, Bye-Law and
  Regulations of the Exchange.
- 2. Client Acknowledges and accepts that the price of securities can and does fluctuate, and that any individual securities may experience upward/ downward movements, and may under some circumstances even become valueless.
- 3. I am aware that cancellation or modification of an order pursuant to my request is not guaranteed. The order will be cancelled or modified only if my request for cancellation or modification is duly received before the original order is executed.
- 4. Client therefore appreciate that there is an inherent risks that losses may be incurred rather than profit made, as a result of buying and selling securities.
- 5. Client acknowledges and accepts that the internet is an inherently unreliable medium of communication and provision of services due to the public nature of communication and provision of services depends upon, amongst others, the service providers and the telephone, modem, cables, systems, facilities and the liked used and operated from time to time by such providers and other participants.

- 6. The Client agrees that NDSS shall not be liable or responsible for such matters and resultant losses or damages resulting directly or indirectly under any circumstances.
  - a. Any action, omission, suspension of trading decision or ruling of the exchange, regulatory body, government body or other body or of other person which is beyond your control (including floor broker, exchange, dealing, clearing house);
  - b. Any war, natural calamities, strike, lock-out, national disaster, act of terrorism, delay in postal service any other delay in the transmission of orders or other information or any other breakdown, failure or malfunction of any telecommunication or computer system or trading terminals.
  - c. Client acknowledges and further accepts that, as a result of such unreliability, there are risk associated in using such means of congestion, breakdown, interpretation or failure of transmission of the internet services 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 for those indicated on Service or prevailing at the time the orders are given.
  - d. There are also other risk involved such as In the unauthorized access, tampering, modification or alteration of the service and/or the system, components and software used or compromised in the service which may result in the use, manipulation, retrieval or the theft or loss of data and information, including Client personal data.
- 7. The systems used by NDSS 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.
- 8. The Client is aware that NDSS has provided on the trading terminal a facility for reconfirmation of orders which are larger than that specified by NDSS's risk management, by NDSS and is also aware that NDSS has the discretion to reject the execution of such orders based on his risk perception.

The above force majeure events do not exempt me to fulfill the obligations in my account with the stock broker. I am also aware of the terms & conditions signed by me at the time of account opening which are bidding on me and agree with them & I am also aware of risk and is solely responsible/liable for all risk generated and NDSS on no part will bear such losses. I am also aware of charges applicable and will also timely settle my dues towards trades and charges which may not be applicable now and might be applicable in future.

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Client's Signature
Client's Signature

Yours Truly.