

To
The Director,
Master Capital Services Limited
1012, 10th Floor, Arunachal Building,
19, Barakhamba Road, New Delhi-110001

Dated:

Sub:- Letter of Acceptance for availing Automatic Trading Facility (ATF) & Authorization cum Undertaking

UCC: _____

In reference to my/our request for availing Automated Trading Facility (ATF), I/We hereby acknowledge the receipt of the ATF Product/Strategy Note and Risk Disclosure Document. I/We have understood the risk associated with the Automated trading facility (ATF) and agree & undertake as follows:

- That I/we desire to avail the service of placing orders on the Exchange's trading platform through ATF, as provided by the member broker, out of my/our own volition and not at the instance of any person including the member broker to its employee(s).
- That a Product/Strategy Note & Risk Disclosure Document on Automated Trading Facility (ATF) have been provided to me/us by the member broker I/we have read and understood all the contents of these documents and I/we am/are satisfied about the features and risk factors of Automated Trading Facility (ATF) as provided by you.
- That I/we shall ensure availability of required deposits / funds for margin / settlement obligations, in respect of the trades effected through Automated Trading facility (ATF). I /We shall be responsible for all order, including any order that may be executed without he required Margin in my/our account. I /We shall also be responsible for any claims/loss/damage arising out of the non availability/shortage of margin/security required by the Member Broker and or exchange(s) and or SEBI or any other regulatory authority. I/We agree to have disclaimed and waived off any right to disown the transactions/order executed by the Member Broker under the plea that same have been executed without adequate margin.
- That I/we have been / shall be dealing through you as my/our Broker on the Capital Market (Cash) segment and/or Futures & Options segment and/or Currency Derivative Segment using automatic trading facility (ATF). I/We understand that the Automatic Trading (ATF) is available on the CTCL terminal which can be operated through a dealer. Therefore, in order to use the automatic trading facility, I/we hereby give our/my consent to the dealer(s) to whom my/our code is mapped in the CTCL to execute the trades using the ATF in my /our UCC as per my/our oral instructions .

- That I/we, hereby, authorize the dealer(s) to whom my/our code is mapped from time to time to deal on my / our behalf for the purpose of Automatic Trading Facility (ATF) and to do any and all act (s) on my / our behalf which are necessary for the above said purpose and I/ we do hereby agree and declare and confirm that all the acts and things done by him / her will be construed as if the same is done by me/us.

That I/We also agree & undertake that I/we shall be solely responsible to deposit/maintain the necessary margin amount as per the requirement in accordance with the product/strategy opted by me/us and shall keep myself/ourselves informed about the applicable margin & other requirements and maintain the same.

- That I/We also understand that due to the nature of the ATF products/strategies, it is not possible for the member broker to keep a record of order placement, I/we shall not lodge any complaint or raise any dispute to take advantage of the aforesaid fact. I/we agree and acknowledge that it is recommended by the MEMBER BROKER to give orders/instructions in writing and to take acknowledgement of the same in writing from the MEMBER BROKER/sub broker/Authorised Person simultaneously, to avoid any disputes or differences. However as I/we shall avail the Automated Trading Facility (ATF), I/we shall be deemed to have disclaimed and waived any right to dispute regarding as to whether or not the orders/instruction were placed by the me/us &/or the orders/instruction were entered with express directions/authorization by me/us in writing and it shall be deemed that such order/instruction was in fact given verbally/orally as entered into the trading system and the waiver as stated herein above shall apply. I /We agree that it shall be my/our sole responsibility to ascertain the status/results/trade of any orders given by me/us and no separate confirmation of the rejection of the order would be sent to me/us either physically or electronically.
- That I/We further undertake to pay charges related to availing this Automated Trading Facility amounting to Rs.....plus applicable service tax per month/quarter or as may be communicated to me /us from time to time.
- That I/We further understand & agree that for orders/transactions not executed, due to any reason including but not limited to time lag in execution of order, malfunctioning of the strategy software, latency in the systems of the Member Broker or the Exchanges , disruption of any kind in the transmission of data, system failure including failure of ancillary or associated systems , fluctuation of power, link failure between the Member Broker and the Exchanges, virus/malware , delay/downtime, shutting down of systems by the Member Broker, any force majeure event or any inaccuracy or error or delay or insufficiency for any reason in any information ,false statement, misrepresentation, breach of warranty or fraud committed by any employee/ associates /third parties engaged by the MEMBER BROKER for the purpose of the services offered by it, I/we shall not hold the Member Broker liable .
- That I/we shall be bound by restrictions on the facility including withdrawal of the service without notice, parameters in order generation or their modification, securities / contracts permitted under the service, conditions under which further order generation in permitted securities / contracts is not allowed and any other terms and conditions which may be imposed from time to time by the member broker / Exchange / SEBI.

- That I/we shall be solely responsible for all the losses, damages or other costs and consequences arising in any manner to me/us pursuant to the use of the Automated Trading Facility (ATF) and shall not hold the Exchange/Member broker responsible in any manner whatsoever.
- That I/We shall also be liable for all terms and conditions as per the Member Client Agreement, Contract Between Member Broker & Client and other documents already executed with you at the time of opening of my/our trading account with you under the above referred UCC.
- That I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above.

I/We have signed/submitted this document at my/our own volition.

Thanking you,
Yours faithfully

Signature :.....

Client Name :.....