

# AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE CLIENT FOR PROVIDING THE TRANSACTION STATEMENT AND OTHER COMMUNICATIONS THROUGH INTERNET

This agreement made and entered into this.....day of.....between.....

Situated at .....(hereinafter

called "the Client") and Mansukh Securities & Finance Ltd., having registered office at 102, Charmwood Plaza, Eros Garden Colony, Surajkund Road, Faridabad, Haryana-121009 (hereinafter called "the Depository Participant").

**WITNESSETH** as under :

**WHEREAS** the Client is registered/is registering/ desires to register as the beneficial owner of a Depository account with the depository participant; and

**WHEREAS** the Client has requested and the Depository Participant has agreed to provide the transaction statement and other documents, information and communications through internet (web based and / or e-mail).

**NOW THEREFORE** in consideration of the Participant having agreed to provide the transaction statement through internet (web-based and/or email), both the parties to the agreement hereby covenant and agree as follows:

1. The Client hereby agrees and authorises the Depository participant to provide the transaction statements and any other documents, information and communications including but not limited to billing statements, holding statements, policies, procedures, notices, FAQs etc. electronically through internet by sending it on his / her / its e-mail id or by publishing / displaying it on the website of the Depository Participant or by making it available as a download from the website of the Depository Participant.
2. The Client further agrees not to hold the Depository Participant responsible for late / non receipt of the same for any reasons including failure of email servers, loss of connectivity or the mail box being full or otherwise becoming incapable of receiving the billing Statements, holding statements, policies, procedures, notices, FAQs, etc. email or due to any technical reasons beyond the control of the Depository Participant and agrees to completely rely on the log reports of the dispatching software of the Depository Participant as a conclusive proof of dispatch of email to him / her / it and not to dispute the same.
3. The Client agrees not to receive Transaction Statement in paper form from the Participant. Provided however that, in case when the Participant is not able to provide Transaction Statement to its Clients through internet (webbased / email) due to any unforeseen problems, the Participant should ensure that the Transaction Statement reaches to the Client in physical form as per the time schedule stipulated in the Bye Laws and Business Rules of NSDL.
4. The Participant shall install adequate systems to restrict the access of the electronic statements, documents, information and communications etc. only to the Client.
5. The Client accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all security codes, passwords, customer user identification numbers, identification protocols etc., by whatever name called and the Client hereby indemnifies the Depository Participant absolutely and in all respects and agrees not to hold the Depository Participant or any of its officers, employees or service providers, responsible for any losses / consequences if any access to his communications by use of such codes, passwords, customer user identification numbers, identification protocols etc. including cases where these security codes etc. are acquired by any person through theft, hacking or mimicked by forgery / electronic forgery or any other modes or manner. The client hereby agrees that immediately on coming to know of any unauthorized access / or use of any services or systems by any unauthorized

person on account of breach of security, theft of password, breach of confidentiality, crime etc., it shall be the duty of the client to take all such necessary steps including but not limited to informing the Depository Participant of the same and ensuring that such breach, loss of passwords and / or confidentiality are immediately stopped and agrees hereby that client shall inform the Depository Participant in writing that such breach has occurred and request the Depository Participant for facilities to be disabled and the client hereby agrees that notwithstanding such information to Depository Participant, the client unconditionally agrees to accept all instructions / transactions / deals entered / executed / accepted by the Depository Participant under a bonafide belief that these are from or under directions of the client or client's attorneys or authorized person notwithstanding any loss(s) of passwords / security codes, hacking of the systems etc. by any person.

6. The Client hereby agrees and declares that he / she / it has fully understood and assessed the risks involved in using the facility to receive communications in electronic form such as but not limited to misusing of passwords, internet frauds, technology risks etc., and is entering into this agreement with full indemnification of the Depository Participant on account of any damages, losses or negative consequences which client may suffer in any manner whatsoever.
7. The Client further agrees that in the event of change in his / her fits email address, the client shall immediately inform the same to the Depository Participant in writing by either registered post or through a digitally signed email. The Participant shall verify and confirm with the Client about the change. Further, the Participant shall confirm with the Client about validity of the email address atleast once in a year.
8. The Participant and the Client shall have the right to terminate this agreement after giving a notice of atleast 10 days to the other party.
9. The above terms and conditions are in addition to and not in contravention of the terms and conditions forming a part of the "AGREEMENT BETWEEN THE PARTICIPANT AND THE PERSON SEEKING TO OPEN AN ACCOUNT WITH THE PARTICIPANT" signed by the Client at the time of opening the account with the Depository.

In Witness Whereof the Client and the Depository Participant has caused these presents to be executed as of the day and year first above written.  
Signed and delivered by (for and on behalf of the client):

Client ID :..... Mobile No.:.....

E-mail Id :.....



First/Sole Holder Signature



Second Holder Signature



Third Holder Signature

Signed and delivered by :.....

Witness Name :.....

For and on behalf of **Mansukh Securities & Finance Ltd.**

Witness Signature:.....

Witness Name :.....

(Authorised Signatory)

Witness Signature:.....

Third Holder

Second Holder

First/Sole Holder