

VOLUNTARY DOCUMENT

To
Pune E - Stock Broking Ltd.
1298, Subhash Nagar,
Pune – 411002.

Dated:

Sub:- Letter of Acceptance for availing Algorithmic /Automated Trading Facility (ATF) & Authorization cum Undertaking (UCC : _____)

I/we understand that your Company, either independently or in collaboration with some software vendor/s, has developed some Algorithmic / Automated Trading software, which are being offered to investors for execution of trading strategies. I/we acknowledge that execution of trades through Algorithmic / Automated Trading facilities does not guarantee generation of profits, which may also, in some of the cases, result in incurrance of losses for various reasons including but not limited to, the strategy itself, IT/hardware/networking, software, margin or limit shortage or human error or sudden market movement related issues of any kind for which your Company and its associates shall not be liable in any manner whatsoever.

In the afore-mentioned background, I/we wish to apply for activation of Algorithmic / Automated Trading Facility (ATF) in my/our trading account with Pune E-Stock Broking Ltd. and do hereby agree, confirm and undertake as under:

- That I/we desire to avail the ATF for trading on NSE/BSE/MCX, as provided by your company from time to time, out of my/our own volition and not at the instance of any person including your directors, employee(s) or any of your Authorized Persons (Aps) (including representatives thereof) and do hereby confirm that I/we shall pay such additional charges relating to ATF, as may be communicated to me /us from time to time.
- That I/we have taken note of the fact that by offering ATF services, your company does not intend to offer any services in nature of portfolio management services, investment advisory services or any other services of like nature, in any manner whatsoever.
- That I/we have taken note of the fact that neither your company nor any of its' associates or business partners have given any commitments through any means including marketing campaigns w.r.t. the returns that might get generated by use of ATF.
- I/We acknowledge that algorithmic/automated trading involves inherent risks, including but not limited to market volatility, system failures, and technological glitches, and agrees to bear all risks associated with the use of the ATF.
- That I/we have taken note of the fact that results of ATF services shall depend upon various ATF parameters including but not limited to description of trading strategy(ies) to be used in my/our trading account as well as amount of margin/collaterals to be deployed in each ATF trading strategy, which shall have to be chosen by me/us.

- That I/we have taken note of the fact that execution of trades through ATF doesn't guarantee generation of profits. I/we also acknowledge having been clearly informed that depending upon market conditions and various other relevant factors, execution of trades through ATF may also result in financial losses in my/our trading account, for which only I/we shall be wholly and unconditionally responsible.
- That I/we further acknowledge that complete or partial failure, if any, in execution of pre-defined orders through ATF for any reason whatsoever may result in financial losses in my/our trading account, for which only I/we shall be wholly and unconditionally responsible.
- That I/we understand that by availing ATF facility, I/we would not be required to place any specific order for execution as all the orders in my/our trading account/UCC would be placed automatically in accordance with ATF trading strategy's parameters defined as per my/our instructions and therefore the provisions of Clause No 13 of Rights & Obligations of Stock Brokers, Authorised Person and Clients as prescribed by SEBI shall apply only for a limited purpose in case of trades executed through ATF facility. Accordingly, I/we do hereby agree not to call into question any trade/s that shall be executed in my/our trading account through ATF facility (including such other trades that may have to be executed in my/our trading account in exceptional circumstances involving unforeseeable issues in ATF services), for want of proof of orders' placement.
- That I/we shall ensure availability of required deposits / funds for margin / settlement obligations, in respect of the trades executed through ATF. I/we shall also be responsible for any claims/losses/damages arising out of trades executed in my/our trading account for any reason, including square off of entire /partial open positions due to the non/short availability of margins, as may be applicable from time to time.
- I/We agree and accept that I/We will not hold Pune E-Stock Broking Ltd (PESB) or its associates responsible and keep them indemnified against all non-intentional losses, damages, other liabilities or consequences, direct or indirect, arising out of my/our instruction to execute trades using ATF
- That I/we am/are neither relying upon nor shall ever rely upon any statement/representation made by anyone with regard to my/our proposed ATF based trading activities through your company unless the same is communicated to me/us by your company in writing through its' established official communication channels.
- That I/we understand that the electronic contracts notes containing the details of trade(s) (including trade(s) through ATF) executed in my/our trading account shall be supplied to me/us by your company in electronic form at my/our registered email ID from your designated email ID i.e. pesbecontracts@pesbindia.com from your automated system. Further, I/we understand that your company may also inform me/us about the trade/s executed in my/our trading account through various other modes, as may be available to it from time to time. I/we acknowledge that your company shall expect me/us to inform you about issue(s)/discrepancy(ies), if any, in the trade/s executed in my/our trading account through ATF services immediately, within 24 hours of such communication, through an email to info@pesb.co.in .
- That I/we shall be bound by restrictions, if any, on use of ATF services (including temporary/permanent withdrawal of ATF services) without any prior notice to me/us, for any reason whatsoever, as per your company's sole discretion.

- That I/we shall be wholly and unconditionally bound by the contents of this letter in addition to contents of various other documents executed/to be executed by me/us in relation to my/our trading account with your company.
- I/we confirm that ALGO strategies are fully explained to me/us along with its logic and I/we have fully understood the same.

Thanking you,

Yours faithfully

Signature _____

Client's Name: -----