

Email Instruction Indemnity

(On Stamp Paper Applicable As Per Respective State Stamp Act.)

Name_____

Address_____

_____ PIN_____

Date: __/__/20__

To:

Kotak Securities Limited

Mumbai

Ref: My/ Our Trading Account Client Code_____

Sub: Request and indemnity for acting upon instructions sent by email in respect of my aforesaid trading account.

Dear Sir,

With reference to the above trading account, I/we am/are desirous of communicating my/our requests/instructions for dealing/trading in securities on exchanges, to you as the trading Member through the means of instructions delivered to you from my/our email Id registered with you to the email id of the dealer introduced to me by the branch, for executing orders placed by me. I am also desirous of communicating instructions for dealing/trading in securities on the exchanges through my authorized representative who is registered as My/Our authorized representative in your system as per the due procedure, from the email ID of the said authorized representative registered with you to the email id of the dealer introduced to me / my authorized person by the branch, for executing orders placed by me/him (authorized person). In consideration of you agreeing to accept and act on such Instructions, I/we hereby agree to indemnify you and keep you indemnified and saved harmless from all claims, losses, damages, costs including legal expenses which you may incur or suffer on account of accepting my/ our request as above and/or as a result of the Instructions and/or as a result of accepting and acting (or not accepting or omitting to act) upon all or any of the Instructions for the purpose above mentioned given or deemed to have been given or purportedly given by me/ us.

I/ We further agree, undertake and acknowledge as follows:

I/We agree and confirm that instructions means any instruction regarding my/our account which emanates from my/our email Id registered with you and in case of authorization which emanates from the email id of my/our authorized representative registered with you.

1. I/ We confirm that any instructions regarding my / our account, which is received at the dealers email id is valid and binding on me / us and also state the said instructions empowers you to act upon the same. You shall not be liable for any losses or damages which I/ we may suffer as a consequence of your acting in accordance with or in reliance upon any instructions sent by me/ us through said email ID.
2. that every Instruction should be sent as per your current prescribed form and/or format applicable to the particular transaction. The instruction must be specific and must contain the trading code, scrip name, type of trade (Buy / Sell) rate, quantity and segment (Cash or Future or Option or Currency Future or Currency Option etc.)
3. that without prejudice to the generality of the above, you would not be required to act upon the Instructions if in the opinion of any concerned officer of yours, such Instructions are unclear and/or ambiguous. The decision of such officer and all actions pursuant thereof shall be conclusive and binding on me/ us provided that such decision is intimated within reasonable time so as to rectify such defect or confirm such action/ decision. I/ we further agree, undertake and acknowledge that I/ we shall be bound by your interpretation of any Instruction and the actions undertaken by you pursuant thereof;
4. that you are not bound to accept and/or act upon any of the Instructions;

5. that transmission of information through email is not a secure means of sending information and may be subject to tampering and un-authorized access, fraudulently or mistakenly written, altered or sent, not be received in whole or in part by the intended recipient, may reach you in a jumbled state or in a manner or shape that it may be misunderstood or the recipient's system may be unattended at the time of dispatch of the Instructions;
6. that I / we shall be bound by all or any of your actions pursuant to the Instructions even if such Instruction has been countermanded by a subsequent Instruction or any written order or direction of mine/ ours;
7. that I / we shall not hold you (which term for the purposes of this clause includes your employees, directors and third party agents) liable for any act or omission of yours pursuant to this request or the Instructions. Without prejudice to the generality of the aforesaid, I/ we shall not hold you liable for any inaccuracy, error or delay in, or omission of, the receipt of any Instruction or arising out of "force majeure" or any loss or damage arising from or occasioned by any such inaccuracy, error, delay or omission. You shall also not be liable for any losses or damages suffered or incurred by us due to an act or omission of yours attributable to tampered and/or unauthorised Instructions, Instructions that are fraudulently or mistakenly written, altered or sent, or as a result of Instructions that may not be received in whole or in part by you.
8. I / we acknowledge and confirm that I / we am /are aware that the receipt of the electronic communication is subject to the internet connectivity and the nature of internet services. You shall not be responsible for any damages incurred by me/ us on account of any delay in transmission / non receipt of the instruction on account disruption in connectivity or internet services.
9. that any instruction/s regarding my account sent to any email id other than the email id of the dealer/s introduced to me for executing the orders placed on my behalf, will be invalid.
10. That I/my authorized person would check with the dealer or branch head by calling up in case I do not receive confirmation of my trade instructions within 30 minutes of sending email.
11. that you may, at your discretion, give notice to us that you shall not accept further Instructions and this notice shall be deemed to be effective against me/ us immediately in case you send the notice through email or after two (2) days in case the notice is sent by post/ courier;
12. that upon your request, I /we shall confirm in writing every Instruction within one working day of sending the Instruction.
13. All Dispute relating to or arising out of this understanding shall be resolved/adjudicated as per the term of the Member Client Agreement and courts at Mumbai shall have exclusive jurisdiction.
14. This indemnity will continue to be in force and effect till you terminate the same in writing.

IN WITNESS WHEREOF I have caused this Undertaking cum Indemnity on this ___ day of _____ 201__
at _____

Signed and delivered by

In the presence of

Mr. _____

In the presence of

In case of corporate customer:

THE COMMON SEAL of
_____ has, pursuant to
the Resolution of its Board of Directors passed in
that behalf on) the _____ day of__
20____, hereunto been affixed in the presence of
Shri _____ and

Shri _____, Directors who
have signed these presents in token) thereof and
Shri _____ Secretary /

authorised person who has countersigned the
same in token thereof