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The instructions issued by an authorized representative, if any, of the Client shall be binding on the Client in accordance with the letter authorizing the said representative to deal on behalf of the said client.

- ☐ ☐ The Client agrees to pay to t&☐ W the brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the Algorithmic Trading services that WFSPL extends to the Client. The WFSPL unconditionally agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the Exchange/SEBI.
- ☐ ☐ The Client agrees that where the Exchange cancels Algorithm trade(s) suo moto all such trades including the trade/s done by Client or on behalf of the Client shall ipso facto stand cancelled.
- 8. The Client states that the Client shall be solely liable and/or responsible for any claims/suits/complaints/demands/damages/charges/fines etc. of whatsoever nature relating to any alleged deficiency in using the specific Algorithmic Strategy (ies) or codes/programs and breach of any laws by the Client relating to the using the specific Algorithmic Strategy (ies) provided by WFSPL. The Client shall be responsible, liable and accountable for payment of any penalties, costs or expenses of any nature that are awarded against WFSPL in this regard. In addition, the Client shall also be solely responsible, liable and accountable for all expenses that are incurred by WFSPL in relation to any penalty or proceeding brought against WFSPL.
- 9. All acts of omission and commission of the Client shall be deemed to be of the Client and the Client shall be responsible for all its actions. The Client shall not raise any claims of whatsoever nature against Stock Broker by reason of availing this specific Algorithmic Strategy (ies) using the Algorithmic Trading Facility and the Client shall always be responsible for availing the specific Algorithmic Strategy (ies) being provided to the Client by t&☐ W and t&☐ W shall not at any times be responsible for any using the specific Algorithmic Strategy (ies) offered by it.
- ☐ ☐ The Client shall, indemnify and keep indemnified, defend and hold harmless WFSPL and its officers, directors, employees, representatives, agent's respective directors, and assigns from and against any liability claims or any other that may occur, arising from or as a result of availing / using specific Algorithmic Strategy (ies) provided by WFSPL under the terms of this Agreement, due to any reasons whatsoever, including but not limited to all the events as stated above in Clause 1 and 2 hereinabove to be subject to due to any deficiency in the Facilities provided by t&☐ W
- ☐ ☐ This Agreement shall be in force and effect from the Effective Date and shall continue to exist till the time the Client ceases to have a trading account with t&☐ W or the Client

may by giving a prior 30 days' notice terminate this Agreement and stop availing the specific Algorithmic Strategy(ies).

12. WFSPL is entitled to terminate this Agreement forthwith, at its sole discretion, without assigning any reasons to the Client, if the Client fails to strictly adhere the terms of this Agreement. This Agreement shall also forthwith stand terminated-
 - a) if the Client for any reason ceases to have an account with WFSPL or is debarred from extending the using the specific Algorithmic Strategy(ies);
 - b) upon the demise/insolvency of the Client.
 - c) the Exchange or any other regulatory authority terminates or withdraw the approval given by the Exchange for Algo Strategies / Algorithmic Trading.
13. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in /be binding on the respective Parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
14. In addition to the specific rights set out in this Agreement WFSPL and the Client shall be entitled to exercise any other rights which WFSPL or the Client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of SEBI or the terms and conditions of trading facilities provided by the WFSPL.
15. The Parties shall keep confidential all information pursuant to this Agreement and save and except which may be required to be disclosed under law or on need to know basis. The disclosing Party shall inform the other concerned Party of receipt of any such communication/notice/intimation requiring such disclosure within reasonable time to enable the other Party to take appropriate action, if required.
16. Neither Party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each Party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. "Force Majeure Event" means any event due to any cause beyond the reasonable control of Parties, including, without limitation, unavailability of any communication system, breach or virus in the processes, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking unauthorized access to computer data and storage devices, computer crashes, etc.

17. This Agreement shall be governed by the laws in India and the courts in Ahmedabad shall have exclusive jurisdiction over matters relating to or arising out of this Agreement. Any disputes between the Parties in respect of any claim, difference and/or contravention of terms of this Agreement or otherwise (other than those which are subject to the Exchange Rules, Bye-laws and Regulations and governed by the arbitration provided there under) shall be referred to a sole arbitrator appointed mutually by the Parties. Each Party will bear the cost of the arbitrator so engaged by the Parties equally. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996 as applicable from time to time including any statutory amendment or re-enactments thereof. The arbitration proceedings shall be conducted in English language and the venue of arbitration shall be Ahmedabad. Each Party irrevocably waives any objection it may have at any time to the laying of the venue of arbitration. The Parties shall bear their own legal fees.
18. The Agreement shall not be altered, amended and/or modified by the Parties in a manner that shall be in a contravention of any other provisions of this Agreement. Provided however, if the rights and obligations of the Parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the Exchange or any other statutory enactment, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.
19. The provisions of this agreement and the transactions executed on the Exchange are subject to and shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI along with Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time. WFSPL and Client hereby declare and agree that the Rules, Byelaws, Regulations and circulars issued by the Exchange and SEBI shall be applicable to them including all such Parties for whom such trade shall have submitted to the jurisdiction of court or dispute resolution mechanism as may be specified by the Rules, Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.
20. If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.
21. A failure by either Party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.



22. This Agreement along with KYC and Trading Documents constitutes complete agreement for the purpose of Algorithmic Trading.

23. The Client should carefully consider whether such Member -WSAPL's Automated Trading System (ATS)/ALGO/ Algorithmic Trading Facility (ATF) is suitable for client in the light of his/her financial condition or otherwise. In case client trades and suffers adverse consequences or loss, client shall be solely responsible for the same and WFSPL/Exchanges/ and/or SEBI shall not be responsible in any manner whatsoever for the same. The client shall be solely responsible for the consequences and no contract can be rescinded on this account. The client is hereby informed and duly acknowledges and accept by using WSAPL's ATS/ALGO/ATF that there can be no guarantee of profits or no exception from losses while executing orders by using the ATS/ALGO/ATF. All trades are subject to market risk and are to the account of the client.

24. High volume trading will frequently occur at the market opening and before market close. Such high volumes may occur at any point in the day. These may cause delay in order execution or confirmation.

25. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder.

IN WITNESS WHEREOF, the Parties hereto have set their hands and signatures on the day, month and year first above written.

Signed for and on behalf of **Wealthstreet Financial Services Private Limited**

Director/Authorised Representative

Witness:

- 1.
- 2.

Signed for and on behalf of the Client ✕

Name:

Authorised Representative:

Witness

- 1.
- 2.

ANNEXURE-I

ALGORITHM TRADING STRATEGY

Vendor Name: Multitrade Softech Private Limited

Product Name: ATINS

Strategy Name: SCALE CM / SCALE CD / SCALE FO

1. ATINS Brief Detail:

-) ATINS is an application-based trading front-end for Dealers of the brokers.
-) It includes appealing features needed by active Dealers and can be connected to broker's servers by using the lease line.

Details of Strategy:

Scale Watch strategy is established by entering buy side bids on steps defined by user at provided interval by the user and upon buy side execution the sell side bid is entered in the market with given premium defined by the user. Strategy will be working on NSE exchange only in all segments.

Scale Watch Strategy enables user to do simple premium based trading. User will be allowed to create strategy with instrument type's.

Scale Watch Strategy places buy/sell order with DAY Validity in bidding first buy side of exchange. Once the buy side bidding is executed sell side orders are generated, corresponding sell order is placed for same script of exchange.

User needs to specify the following details of Parameter:

The screenshot displays the ATINS trading software interface. The top part shows a list of securities with columns for Exchange, Security, Symbol, ExpiryDate, Sec., BuyQty, BuyPrice, SellPrice, SellQty, LTP, LTQ, and Open. Below this is an 'Order Book' section with columns for Exchange, OrderNo, Exchange, Symbol, ExpiryDate, Secur., Side, Qu., Pen., Ex., Price, ClientID, Memb., CtrID, Dr., OrderS., ErrorText, TerminalInfo, and ManagerID. The order book contains multiple entries for various securities like BANKNIF, NIFTY, and GOLDM, showing buy and sell orders with their respective quantities and prices.



ANNEXURE-I

ALGORITHM TRADING STRATEGY

Exchange: User has to select the exchange segment from the list.

Symbol: User has to select the script/instrument from the list.

BuyStep: User has to enter the step/tick interval at which the buy-side bids would be entered in the exchange.

SellStep: User has to enter the step/tick interval at which the sell-side bids would be entered in the exchange after the buy-side order execution is received.

SquareUp: User has to enter the step/tick at which difference the sell-side bids are to be entered in the exchange after buy-side orders are executed.

SpreadBuy: User has to enter the price at which the buy-side bids would be entered in the exchange.

SpreadSell: User has to enter the price at which the sell-side bids would be entered in the exchange.

SpreadSide: Set 'Buy' and 'Sell' at which side the series of bids would be entered in the exchange.

Client Code: User's Client Code

MQFS: Maximum Quantity Filled for Strategy - User can define No. of Bids per side from this parameter.

TQ: Traded Quantity - User can see No. of quantity.

QC: Fill Quantity per cycle - User can define No. of quantity to be executed per cycle.



Signature of Client