

Fintech IT SERVICES AGREEMENT

This Services Agreement (this “Agreement”) is made and entered into as of the 12/06/2024 17:12 PM , by and between the Fintech IT having its registered office at EE-309 Piplyahana Ring Road Indore

And

Mr./Mrs./Miss: Father's/Spouse Name: Residing: Having PAN No: UID/AADHAAR: Mobile No: E-Mail ID:

Whereas Client is an active investor or trader in share market& having it's an active D-mate account, he/she wish to obtain Algo Platform. Resulting which **Fintech IT** ready to serve its platform services and client ready to receive and enjoy Algo Platform services on following term and conditions.

Now Therefore, The Parties Agree as Follows....

Please Find the attached files of Disclaimer as well as Terms and Conditions of the company and read it Carefully.

Disclaimer:-

1. All subscription fees paid to **Fintech IT** Non-refundable. We do not provide trading tips, nor we are investment adviser. Nor we provide any advice or guidance or recommendations in stock market.
2. **Fintech IT** Trades or its associates are not liable or responsible for any loss or shortfall arising from operations and affected by the market condition.
3. The investor is requested to take into consideration all the risk factors including their financial condition, suitability to risk return profile and take professional advice before investing. Such representations are not indicative of future results.
4. **Fintech IT** or its executives never ask for client De -Mat credentials. We do not provide any De-mat account handling services.
5. **Fintech IT** only provides 1 time software login credentials to clients on their registered email id provided to the company after that client need to change the software credentials also. Kindly do not Share Your Email Credentials to any executive and other person. If even though you share, then any financial loss is not out responsibility.
6. Past performance of signal does not indicate the future performance of any current or future strategy/model or advise by **Fintech IT** Trades and actual returns may differ significantly from that depicted herein due to various factors including but not limited to impact costs, expense charged, timing of entry/exit, timing of additional flows/redemptions, individual client mandates, specific portfolio construction characteristics etc.

7. **Fintech IT** takes the subscription charges for providing the platform for automatic trading and not for the strategies inbuilt...Strategies are Free of cost.
8. Client need to pay the charges for the strategy modification or creating or developing new strategy.
9. Under no circumstances shall the Company be responsible to the Customer for any costs, expenses, or damages, including but not limited to direct losses, consequential, special or indirect losses, loss of profits, loss of opportunities (including those related to ensuing market movements), costs, or expenses.
10. Subscription amount paid to **Fintech IT** is not refundable under any circumstances. Fintech IT does not commit nor guarantee safety of client's investment because that purely depends on market factors which is unavoidable.
11. Beware of fixed/guaranteed/regular returns/ capital protection schemes. We Don't provide any type of offer fixed/guaranteed/regular returns/ capital protection on your investment.

Terms and Conditions :-

1. Use of this website and the information contained here (the "Content") is subject to your compliance with the terms and conditions outlined in this Terms of Service agreement. By using **Fintech IT** Sites and Services, you are confirming your acceptance of our Terms of Services. Your ability to use this website and its content is also governed by any signed content licence agreements you may have with **Fintech IT**.
2. Absent is investment advice. Only the needs of the clients are taken into consideration when designing the technology. Any stock advisory or financial advisor is completely unrelated to us. **Fintech IT** and its employees do not advise you to purchase, sell, or hold any particular security. We don't provide any type of investment advice, personalised or not. Fintech IT advises that you perform your own research and seek specialised financial advice from a licenced financial professional.
3. The username or password that has been given to you may only be used by one person to access this website. If the Terms of Service are broken, **Fintech IT** maintains the right to terminate an ID or IDs at any time. You are not permitted to access or retrieve Content from this website using an automated computer programme. Also, neither the Content nor your password or username may be copied, redistributed, disclosed, forwarded (by email or otherwise), furnished, or sold to any third party. **Fintech IT** and its information and content providers are strictly reserved for all rights not expressly granted herein.
4. Limitations of Responsibility; Warranties Disclaimed. **Fintech IT** is not an investment adviser. You acknowledge that the information on this website and its content is provided solely for your personal, non-commercial informational needs and that it does not constitute a recommendation to buy, sell, or hold any particular security or to engage in any particular transaction, investment strategy, or portfolio of securities for any person. You also accept that **Fintech IT** and **Fintech IT** services won't give your personal advice about the characteristics, worth, suitability, or transactional implications of any specific security, portfolio of securities, financial decision, or other issue. You admit that you oversee making your own financial decisions.
5. We provide a FREE opportunity to experience the world of **Fintech IT** with no fees attached during our no-obligation, free trial. There can only be one free trial per customer. Purchases of subscriptions are all final. There will be no refunds, partial or otherwise.

6. We are not an investment adviser. It is a purely service and support industry for software development. **Fintech IT** develops algorithms-based strategies. We don't offer stock market advice, calls, or information. Just software, support, maintenance, services, strategy, and formula development are built by us.
7. That the first party is only going to just provide User/Client with the software once. Because the User/Client is fully aware of the information, the profits that will be reduced from them- The loss liability will be of your User/Client only. The person to whom the ID will be purchased by the User/Client, and all incidents, profit and loss from the said software will be the responsibility of the User/Client. The **Fintech IT** will not be held liable in this situation.
8. That whatever the User/Client to the first party asks us to build, we won't share it with anyone else by the Fintech IT, and we won't breach the privacy requested by the first party.
9. In order to provide the User/Client with the necessary technical resources for the mentioned programme, it is the Fintech IT obligation; nonetheless, if the software must be shut down for any technical reason, you are still liable for any resulting financial loss.
10. The responsibility of the User/Client is that the **Fintech IT** will not be liable for any harm or trouble caused by the data security breach caused by the programme if it is hacked by someone.

I undertake to abide by all Exchange rules, byelaws, regulations, and circulars as well as SEBI rules, byelaws, and any other applicable notifications of the Government authorities as they may be in effect at any given time.

I give the permission to Fintech IT to take any necessary action against me or us. If I/We carry out a strategy that deceives any investor and contravenes all current and future Exchange and SEBI rules and regulations. Notifications from the government authorities as they may be current.

Disclaimer: -

We would like to inform you that our algo trading platform for the stock market is designed to provide automated trading solutions based on pre-defined algorithms. While we strive to ensure that our platform operates efficiently and effectively, we cannot guarantee the accuracy or reliability of the algorithms used.

The stock market is subject to fluctuations and volatility, which can impact the performance of the algorithms used in our platform. Additionally, there may be unforeseen technical issues or system failures that could affect the functionality of our platform.

We strongly recommend that you carefully review and understand the risks associated with algorithmic trading before using our platform. It is important that you have a clear understanding of the potential risks and rewards of this type of trading, and that you are comfortable with the level of risk involved.

Please note that we are not responsible for any losses or damages that may result from your use of our algo trading platform. By using our platform, you acknowledge and accept these risks and agree to hold us harmless for any losses or damages that may occur.

Thank you for your understanding and cooperation.

Service Request Letter

The Director,

Fintech IT

EE-309 Piplyahana Ring Road Indore

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

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/ confirm & undertake as follows:

1. 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/ confirm & undertake as follows
2. That ATF (Product/Strategy) Note, Risk Disclosure Document on Automated Trading Facility (ATF) have been provided to me/us by the Member Broker which is attached as Schedule-I to the present letter and which I/we duly acknowledge having signed the same. I/we have read and understood all the contents of these documents and characteristics and functionality of the strategy and I/we am/are satisfied with the features and risk factor of Automated Trading Facility (ATF) as being provided by the Member Broker.
3. That I/we understand that by availing ATF facility, I/we would not be required to place any specific order at the platform of the Exchange rather all the trades in my/our trading account/UCC would be placed automatically by the system in accordance with the ATF Product/Strategy/Note which has been signed by me/us. As such Clause No 13 of Rights & Obligations of Stock Brokers, Authorised Person and Clients as prescribed by SEBI in case of normal trading relating to placing of orders in writing and/or keeping records in relation to placing of orders shall not be applicable to me/us so long as I/we are enjoying the aforesaid ATF facility. 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 orders, including any order that may be executed without the required Margin in my/our account, under any circumstances. I /We shall also be responsible for any claims/loss/damage arising out of any reason including square off of all/some positions due to the non-availability/shortage of margin with/without any notice to me/us 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.

4. I/We understand that the Automated Trading (ATF) being offered by the Member Broker is available on the CTCL terminal which can be operated only through a dealer at office of the Member Broker/its AP. Therefore, in order to use the automated trading facility, I/we hereby give our/my consent to map my/our UCC with the dealer(s) of my/our introducing AP and of member broker and give consent to such dealers, whom my/our UCC is mapped in the CTCL terminal(s), placing and executing the trades/orders in my /our UCC using the ATF.

5. . That I/we, hereby, authorize the dealer(s) to whom my/our code is mapped from time to time to act on my / our behalf for the purpose of Automated Trading Facility (ATF) 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 and shall keep myself/ourselves informed about the applicable margin & other requirements and maintain the same at all times.

6. That I/We further undertake to pay additional charges related to availing this Automated Trading Facility as may be communicated to me /us from time to time.

7. 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 ATF product/strategy/ software, latency in the systems of the Member Broker/its AP 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 AP and Member Broker , 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 of any information for any reason, I/we shall not hold the Member Broker/AP liable.

8. That I/we understand that all representations and warranties under the present arrangement are clearly reflected in writing in the present letter of acceptance and all other documents as executed by me/us in favour of the Member Broker. I/we also understand that no employee, representative,, authorized person, agent or attorney or any other person acting in any capacity whatsoever, is authorized to make any oral/written commitment or representation for and on behalf of the Member Broker in any manner whatsoever. I/we shall not act on any such commitment made by any person whatsoever, if any. Any such commitment or representation shall not be binding on the Member Broker in any manner, whatsoever and if I/we act on any such commitment then I/we will not hold Member Broker responsible.

9. That I/we understand that all Electronic Contracts notes and bills/tax invoices containing the trade(s)executed and related information(“Trade Related Information”) shall be supplied to me/us by the Member Broker in electronic form at my/our registered email ID from the designated email ID of Member Broker i.e. backoffice@COMPNAYWEBSITE.com and SMSs on my /our registered mobile number from automated system of the Member Broker. Further, I/we understand that I/we shall also receive trade related information through random service calls/ confirmations calls made from the designated land lines of the Member Broker. In case the said communication regarding Trade Related Information is not objected to by me/us by means of a written communication within 24 hours of receiving the same, the same shall be held applicable to me/us and the Member Broker shall be entitled to carry out trade in my/our account in accordance with the ATF/Strategy. That no employee, representative, authorized person, agent or attorney or any other person acting in any capacity whatsoever, is authorized to communicate Trade Related Information to me/us through his/her private mobile/landline number or through whatsapp, SMSs, emails, etc. Any such private communication between any such person and me/us shall not bind the Member Broker in any manner whatsoever.

10. That I/we shall be bound by restrictions on the facility including withdrawal of the service without notice for any reason including but not limited to change in 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.

11. That I/we hereby duly acknowledge & accept that by using Member Broker's ATF, there can be no guarantee of profit &/or no exception for losses while executing orders using the ATF. All trades are subject to market risks and are to my/our account and the Member Broker is not liable for the same for any reason whatsoever. It is clearly understood and agreed to by me/us that no service/facility in the nature of portfolio management/ advisory services etc. are contemplated under Automated Trading Facility &/or other the agreement(s) between me/us and Member Broker. No person working for or under Member Broker including dealer, relationship manager, or authorized person is permitted to provide any services, facilities except that of order placement in trading system using Automated Trading Facility (ATF) as consented by me/us as above. If I/we accept any portfolio management services/advices/any kind of trading arrangements/ facility from any person including but not limited to dealer, relationship manager, or authorized person then in that event Member Broker shall in no way be responsible for the outcome of such services/facilities accepted by me/us and such arrangement if any between me/us and any person including the dealer , the relationship manager, or authorized person etc. shall be personal , mutual and private relationship between me/us and such person(s) including dealer, relationship manager, or authorized person and I/we shall have no recourse/right against Member Broker whatsoever either in law or equity for any such dealings.

12. 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) through dealer of Member Broker/AP and shall not hold the Exchange/Member broker or its AP responsible in any manner whatsoever.

13. That I/We shall also be liable for order(s) placed and executed in my/our trading account with above mentioned UCC by using ATF as per the terms and conditions contained in the KYC, Contract Between Member Broker & Client, Rights & Obligations of Stock Brokers, Authorised Person & Clients, Risk Disclosure Document, Policy & Procedures, Guidance Note-Do's & Don't for trading, Standing Instructions/Authorizations and other documents (collectively referred as KYC and Other Trading Documents) executed with Member Broker from time to time and any amendments thereto, through notification or otherwise, for my/our trading account with Member Broker under the above referred UCC. I/we clearly understand that the terms and conditions contained in the present letter of acceptance are in addition to KYC and Other Trading Documents and all such documents and the present letter of acceptance shall be read together as a whole and in case of any conflict, the special conditions contained in the present letter of acceptance shall have the precedence over the general terms contained in any other document in relation to any dispute where trading has been carried out under ATF facility.

14. That I/We agree to indemnify Member Broker and keep Member Broker indemnified against all losses, damages and actions which Member Broker may suffer or face as a consequence of adhering to and carrying out transactions through ATF or otherwise in my/our said UCC. I/We have read & understood the above mentioned clauses, strategy/product note, risk associated with Automated Trading Facility (ATF) and given my/our acceptance as per my/our own volition. I am/we are aware that I /we can revoke this undertaking at any time by giving notice in writing by Registered Post to The Director, Company Name ., Company address, subject to clearance/discharge of my/our financial and other obligations towards the Member broker/its AP arising out of trades in my/our said UCC executed using

ATF till end of the day of receipt of my/our withdrawal letter by Member Broker.

Thanking you,

Yours faithfully

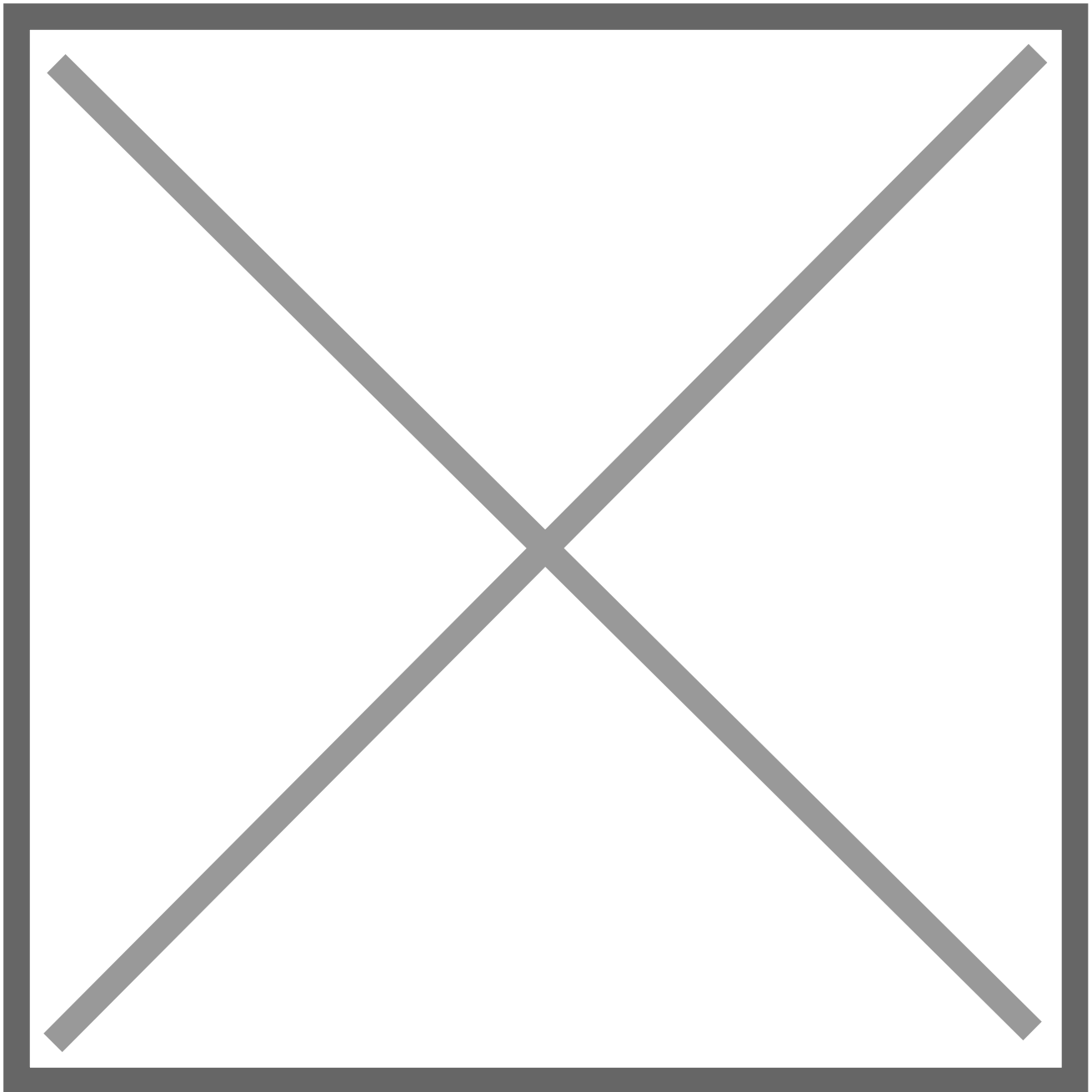
Signature

Client Name

OUR STRATEGIES

Some of our strategies are:-

- 1. EMA Crossover**
 - 2. 3Candle HL**
 - 3. Stochastic Diversion**
 - 4. Vwap**
-
- 1. EMA Crossover**



This strategy develops with the basic indicator i.e. EMA.

Here we can change the parameters of strategy i.e.

1. Signal on Panel- Here client select the parameter (True/False). If client select (true) when signal generated in Mt4 which comes on panel and if select (false) when signal generated in Mt4 which not comes on panel.

2. Segment – Here client select Segment (**Cash, Future, Option etc...**)

3. Depth of Strike – Here we change depth of strike.

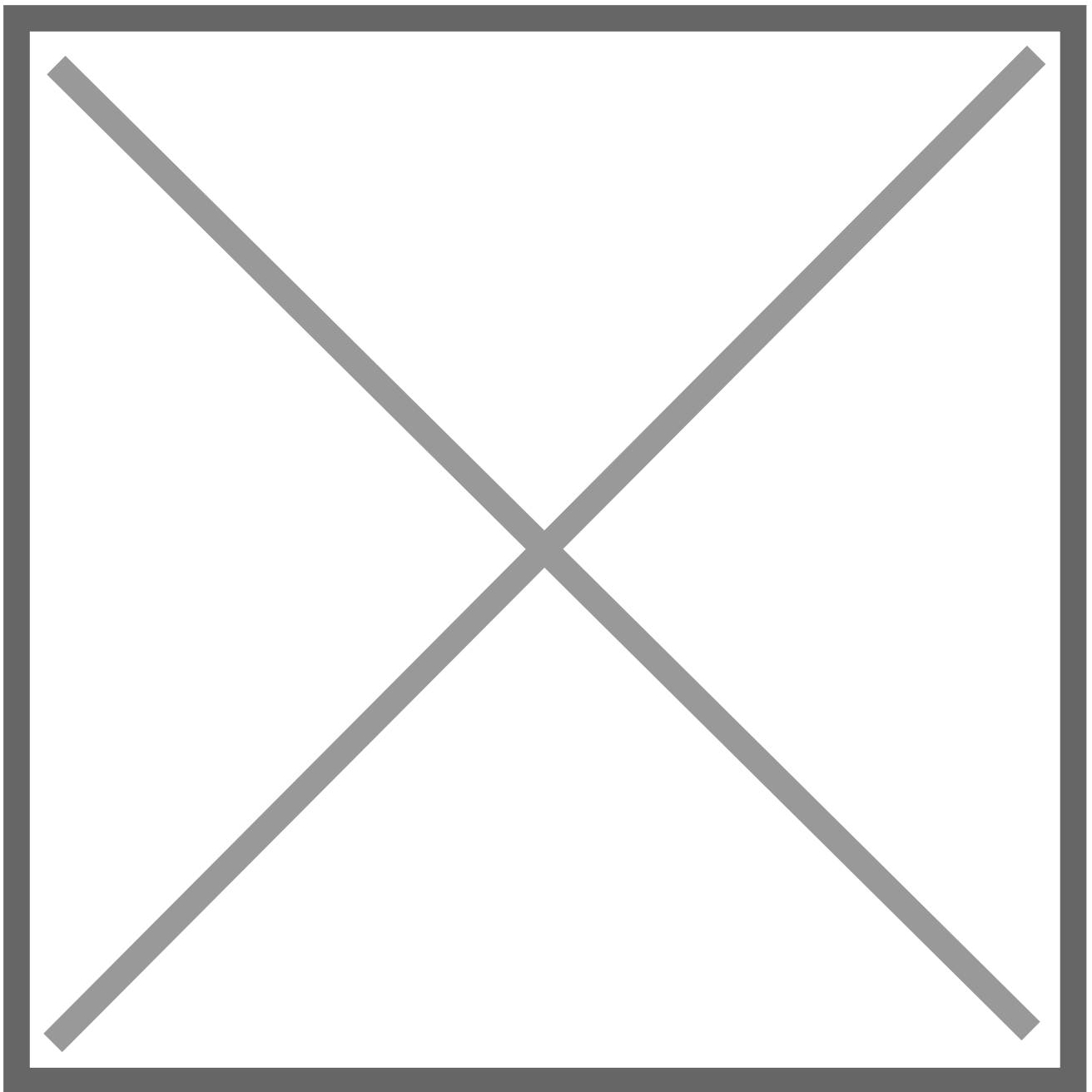
- 4. Spread** – Here we can change spread.
- 5. Expiry** – Here we can change expiry date.
- 6. Expiry Type** – Here we change can expiry type (Weekly / monthly).
- 7. Strategy Name** – Here we can change strategy tag name.
- 8. Target / Stop Loss** – Here we enter target and SL in Percentage or Points.
- 9. Trialing Stop Loss** – Here we change our trailing Stop Loss.
- 10. Time Management** - Here we select entry time, exit time.
- 11. Indicators Parameters** - Here we can change our indicators parameters.

Condition for trade:

Buy Signal: When EMA1 Crossover EMA2 in upside than buy trade need to be executed with the target & SL of selected parameters.

Sell Signal: When EMA1 Crossover EMA2 in downside than sell trade need to be executed with the target & SL of selected parameters.

2. 3Candle HL



Here we can change the parameters of strategy i.e.

- 1. Signal on Panel-** Here client select the parameter (True/False). If client select (true) when signal generated in Mt4 which comes on panel and if select (false) when signal generated in Mt4 which not comes on panel.
- 2. Segment** – Here client select Segment (**Cash, Future, Option etc...**)
- 3. Depth of Strike** – Here we change depth of strike.
- 4. Spread** – Here we can change spread.

5. Expiry – Here we can change expiry date.

6. Expiry Type – Here we change can expiry type (Weekly / monthly).

7. Strategy Name – Here we can change strategy tag name.

8. Target / Stop Loss – Here we enter target and SL in Percentage or Points.

9. Trialing Stop Loss – Here we change our trailing Stop Loss.

10. Time Management - Here we select entry time, exit time.

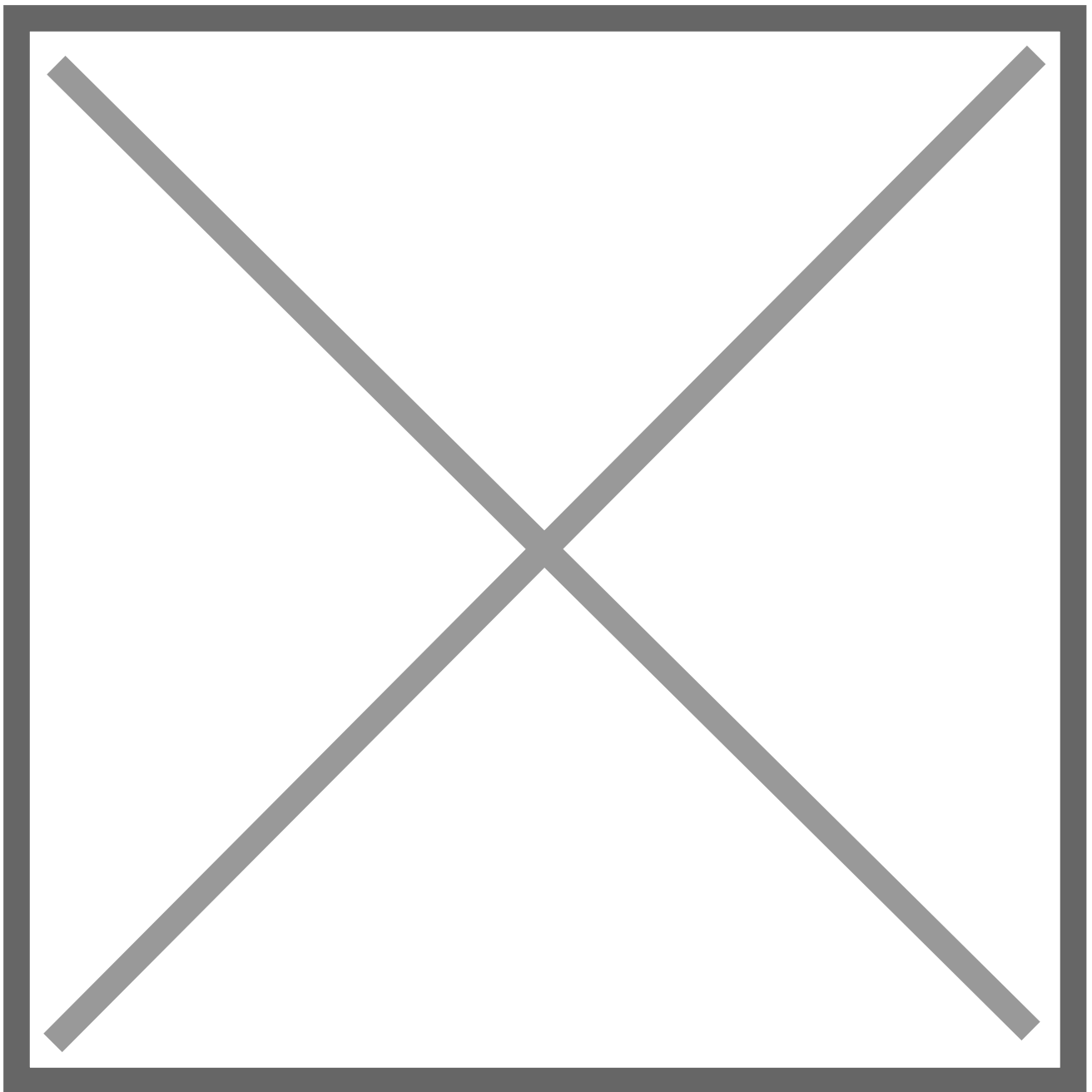
11. Indicators Parameters - Here we can change our indicators parameters.

Condition for trade:

Buy Signal: When current candle close price break first three 15min candle high price than buy trade need to be executed with the target & SL of selected parameters.

Sell Signal: When current candle close price break first three 15min candle low price than sell trade need to be executed with the target & SL of selected parameters.

3. Stochastic Diversion



This strategy develops with the basic indicator i.e. Stochastic Diversion.

Here we can change the parameters of strategy i.e.

1. Signal on Panel- Here client select the parameter (True/False). If client select (true) when signal generated in Mt4 which comes on panel and if select (false) when signal generated in Mt4 which not comes on panel.

2. Segment – Here client select Segment (**Cash, Future, Option etc...**)

3. Depth of Strike – Here we change depth of strike.

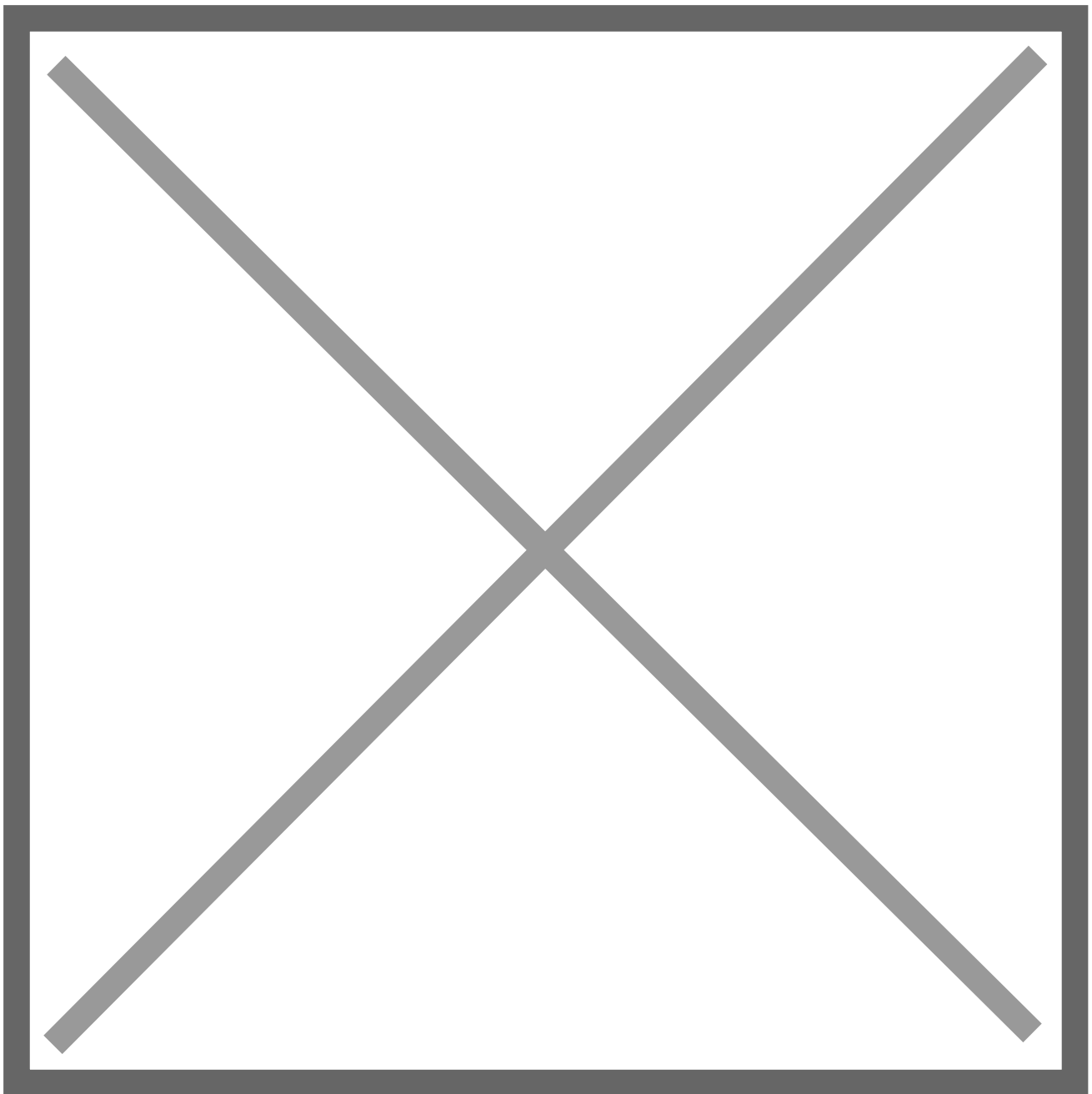
- 4. Spread** – Here we can change spread.
- 5. Expiry** – Here we can change expiry date.
- 6. Expiry Type** – Here we change can expiry type (Weekly / monthly).
- 7. Strategy Name** – Here we can change strategy tag name.
- 8. Target / Stop Loss** – Here we enter target and SL in Percentage or Points.
- 9. Trialing Stop Loss** – Here we change our trailing Stop Loss.
- 10. Time Management** - Here we select entry time, exit time.
- 11. Indicators Parameters** - Here we can change our indicators parameters.

Condition for trade:

Buy Signal: When current closing candle price is greater than Stochastic value than buy trade need to be executed with the target & SL of selected parameters.

Sell Signal: When current closing candle price is less than Stochastic value than sell trade need to be executed with the target & SL of selected parameters.

4. Vwap



Here we can change the parameters of strategy i.e.

- 1. Signal on Panel-** Here client selects the parameter (True/False). If client select (true) when signal generated in Mt4 which comes on panel and if select (false) when signal generated in Mt4 which not comes on panel.
- 2. Segment** – Here client select Segment (**Cash, Future, Option etc...**)
- 3. Depth of Strike** – Here we change depth of strike.
- 4. Spread** – Here we can change spread.

5. Expiry – Here we can change expiry date.

6. Expiry Type – Here we change can expiry type (Weekly / monthly).

7. Strategy Name – Here we can change strategy tag name.

8. Target / Stop Loss – Here we enter target and SL in Percentage or Points.

9. Trialing Stop Loss – Here we change our trailing Stop Loss.

10. Time Management - Here we select entry time, exit time.

11. Indicators Parameters - Here we can change our indicators parameters.

Condition for trade:

Buy Signal: When current closing candle price is greater than Vwap line than buy trade need to be executed with the target & SL of selected parameters.

Sell Signal: When current closing candle price is less than Vwap line than sell trade need to be executed with the target & SL of selected parameters.

Client Agreement Declaration

Client Consent

This is our standard client agreement upon which we intend to rely, for your own benefit and protection you should read the term of this agreement, disclosures, disclaimer and term and conditions, refund policy carefully before signing. As by signing you consent to the terms contained. I/we understand and consent to the above terms and I hereby authorize “Company Name” to provide me Algo Platform. The Liabilities and responsibilities of “Company Name” will be limited to its Algo Platform provided. I/we read and understand all the above said documents. I/we agree that the client agreement will come into effect from the date of issue.



I know well and agree the risk involved in the market.



I know well and agree on that the risk nature of services.

I have visited the “Company Name” website “COMPANY NAME” | Home (WEBSITE.com) and gone through and understood the Disclosures, Disclaimer and term and conditions, Refund Policy and hereby agreed with same.

I understood English language well, I do understand the transaction of English made & explained in vernacular/ my mother tongue language by the executive of firm/company.

For Fintech IT Information

(Authorized)