## **SAMPLE -TEMPLATE**

To

**Dated: {DATE}** 

The Director,

Master Capital Services Limited 1012, 10th Floor, Arunachal Building, 19, Barakhamba Road, New Delhi-110001

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

ClientName - {FULLNAME}

DOB - {DOB}

ADDRESS - {ADDRESS}

GENDER - {GENDER}

ZIP - {ZIP}

EMAIL - {EMAIL}

MOBILENO - {MOBILE}

## UCC:

In reference to my/our request for availing Automated Trading Facility

(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:
That I/we desire to avail the trading facility on the exchange's platform
through ATF, as providedby the member broker, out of my/our own
volition and not at the instance of any person including the member
broker or its employee(s) or any of its Authorized Person (AP) (
including epresentatives thereof) 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.
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.
to me, as so long as 1, we are enjoying the aforesala 1111 facility.
Signature
That I/wa shall ansure availability of required denosits / funds for margin
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 nonavailability/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. 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.

Signature \_\_\_\_



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.
- 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.
- 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..
- 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, Master Capital Services Ltd., 1012, 10th Floor, Arunachal Building, 19,

Barakhamba Road, New Delhi - 110001, 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 - FULLNAME