

UNDERTAKING FOR AUTOMATED TRADING

I/We, _____ the undersigned persons got registered with Bonanza Portfolio Ltd. as a Client bearing UCC _____, I/We hereby under take in favour of M/s **Bonanza Portfolio Ltd.**, a company registered under the Companies Act, 1956 and a member of NSE, BSE, MCX, and NCDEX (Collectively "the Exchanges") having its registered office at **4353/4C, Madan Mohan Street Ansari Road, Daryaganj, New Delhi-110002** (hereinafter referred to as "**Bonanza**").

WHEREAS:

- A) Bonanza is authorized to provide Automated Trading Facility ("**ATFacility**") through its trading Platform to its clients in accordance with the Rules, Regulations and Bye-laws of the Exchange.
- B) I /we have understood the Risk associated with the Automated Trading Facility ("**ATFacility**") and agree/ confirm & undertake as follows:-

Now, therefore, in consideration of Bonanza having agreed to allow me/us to avail the Automated Trading Facility, I/we hereby irrevocably and unconditionally undertake and agree to abide by and to be bound by the following terms and conditions:

- That the ATFacility shall be subject to the provisions of Bye-Laws, Rules, Business Rules and Circulars of the Exchange for trading as well as such additional terms and conditions as may be prescribed by the Exchange from time to time for AT Facility.
- The ATF (Product/Strategy) Note, Risk Disclosure Documents on Automated Trading Facility ("**ATFacility**") have been provided to me/us by Bonanza. I/We duly acknowledge having signed the same. I/we have read and understood all the contents of these documents and functionality of the strategy and I/we am/are conversant with the features and risk factors of the Automated Trading Facility ("**ATFacility**") that have been provided by Bonanza.
- That I/we understand that by availing ATF facility, I/we would not be required to place the 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, Sub-Brokers 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 far as I/we are enjoying the aforesaid ATFacility.
- I/we understand that the Automated Trading Facility ("**ATFacility**") offered by Bonanza is available on its trading terminals which can be done only through a dealer at office

of Bonanza /AP. Therefore, in order to use Automated Trading Facility ("**ATFacility**") I/we hereby accord my/our consent to map my/our UCC with the dealers of my/our introducing AP and of Bonanza and accord consent to such dealer, whom my/our UCC is mapped in the trading terminal to place and execute the trades/orders in my/our UCC using the ATF.

- That I/we shall be responsible to settle all the trades executed by the Dealer/AP on my/our behalf, such trades were executed through AT Facility with my/our permission/knowledge and I/we shall be bound to complete, fulfill all my/our obligations, liabilities/margins/deposits/commitments arising out of such trades executed by the Approved Persons on my /our behalf.
- That I/we shall maintain proper and adequate margin/MTM and shall have no objection if Bonanza takes any action including reducing the trade limits and/or suspending the facility and/or squaring up of transactions to bring down the exposure commensurate with the available margin.
- That I/we understand & agree that for orders/transactions not executed, due to any reason including but not limited to time lags in execution of orders, malfunctioning of the ATF product/strategy/software, latency in the system of Bonanza /its AP or the Exchanges, disruption of any kind in the transmission of data, system failure including failure of ancillary or associated system, fluctuation of power, link failure between AP and Member Broker, Member Broker and the Exchanges, virus/malware, delay/downtime, shutting down of systems by Bonanza , any force majeure event or any inaccuracy or error or delay or insufficiency of any information for any reason, I/we shall not hold Bonanza /AP liable.
- That I/we shall be solely liable and responsible for any monetary losses, damage(s) or other costs and consequences arising in any manner due to Algo orders submitted to the Exchange through Bonanza on account of any inadvertent mistake or malfunctioning or failure of any system, power failure and/or component failure and shall always keep Bonanza and its officers indemnified against any loss or damage(s) or compensation etc. and shall not hold Bonanza responsible in any manner whatsoever due to the use of ATFacility or inability to so use.

- That I/we shall be bound by restriction on the facility including withdrawal of the services without notice for any reason including but not limited to change in the parameters in order to generation or their modification, securities/contract permitted under the services, condition under which further order generation is permitted securities/contracts is not allowed and any other terms and conditions which may be imposed from time to time by Bonanza /Exchange/SEBI.
- That I/we understand that the ATFacility carries with its risk controls measures including order level risk controls and client level risk controls. I/We shall not hold Bonanza or its officers responsible for the system rejecting any order(s) under in its risk management and surveillance strategy and shall accept any or all decision(s) of Bonanza in this regard as final and binding upon me/us.
- That I/we agree to indemnify and keep indemnified Bonanza against all losses, damages and actions which Bonanza may suffer or face as a consequence of adhering to and carrying out transactions through ATFacility or otherwise in my/our said UCC.
- That I/we shall be liable for order(s) placed and executed in my/our trading account with above mentioned UCC by using ATFacility as per the Terms and conditions contained in the KYC, Contract between Member Broker & client, Rights & Obligations of Stock Brokers, Sub-Brokers & clients, Risk Disclosure Documents, 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 Bonanza from time to time and any amendments thereto, through notification or otherwise, for my/our trading account with Bonanza 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 Undertaking shall be read together as a whole and in case of any conflict, the special condition contained in this undertaking 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 ATFacility.
- That I/we hereby duly acknowledge & accept that by using Member Broker's AT Facility , there can be no guarantee of Profit & /or no exception for Losses while executing orders using the AT Facility. All trades are subject to market risks and are to my/our account and Bonanza 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 agreement(s) between me/us and Bonanza . No person working for

or under Bonanza including dealers, relationship manager, Authorized Person is permitted to provide any services, facilities except that of order placement in trading system using Automated Trading Facility as consented by me/us as above. If I/we accept any portfolio management services/advice/any kind of trading arrangement/facility from any person including but not limited to dealer, relationship manager or authorized person then in that event Bonanza shall in no way be responsible for the outcome of such services/facilities accepted by me/us and such arrangements if any between me/us and any person including the dealer, the relationship manager or authorized person and I/we shall have no recourse/right against Bonanza whatsoever either in law or equity for any such dealings.

- That I/we undertake to pay additional charges related to availing this Automated Trading Facility ("**ATFacility**") as may be communicated to me/us from time to time.
- I/We have read & understood the above mentioned clauses, strategy/product note, risk associated with Automated Trading Facility (ATF) and give my/our acceptance as per my/our own volitions. I/am/we are aware that I/we can revoke this undertaking at any time by serving notice in writing by the registered post to Director, **Bonanza Portfolio Ltd.,4353/4C, Madan Mohan Street, Ansari Road, Daryaganj, New Delhi -110002**, subject to clearance/discharge of my/our financial and other obligations towards Bonanza /its AP arising out of trades in my/our said UCC executed using ATFacility till end of the day of receipt of my/our withdrawal letter by Bonanza .
- That I/we shall be solely responsible and liable for the consequences in case of breach of this undertaking and Bonanza shall be entitled to take such appropriate action as it may deem fit against me/us.

Thanking You
Yours faithfully

Client Name:
UCC Code: