

## AGREEMENT BETWEEN THE PARTICIPANT AND THE BO FOR SENDING DIGITAL STATEMENTS

This agreement is made and executed on this the .....day of.....20.....

### BETWEEN

M/s Capstocks and Securities (India) Private Limited, Depository Participant of Central Depository Services (India) Ltd, hereinafter called CAPSTOCKS (SEBI Reg. No – IN-DP-CDSL-203-2003) and having its registered office situated at T.C-28/2023,Capstocks Towers , ThakaraparambuRoad, Fort P.O, Thiruvananthapuram,Kerala-695023 **AND**

Sign. of Ist Holder : ⊗

Sign. of IInd Holder : ⊗

Sign. of Illrd Holder : ⊗

- 1) ..... an individual/partnership firm/company/ trust or any other body duly formed and registered under the relevant Act, having his/her/its residence/registered office at.....
- 2).....an individual/partnership firm/company/trust or any other body duly formed and registered under the relevant Act, having his/her/its residence/registered office at.....
- 3).....an individual/partnership firm//company/ trust or any other body duly formed and registered under the relevant Act, having his/ her/its residence/registered office at.....

### WHEREAS

1. CAPSTOCKS has entered into an agreement for the product called 'e-Hastakshar' from Financial Technologies (India) Ltd or may enter into an agreement with any other party for a better product from time to time for sending the e-contract notes, bills, ledgers, transaction statements holding statements, reports, letters, circulars, notices, etc. (herein after referred to as "The Documents") through e-mail mentioned in the schedule herein below, and confirmation of the same by digital signatures by using the product e-Hastakshar purchased and installed at CAPSTOCKS's office/offices by Financial Technologies (India) Ltd and also for providing the related services for sending, managing, storing, retrieving 'The Documents' and any other documents relating to the transactions on Central Depository Services (India) Ltd of which CAPSTOCKS is a participant.
2. Any or all the Documents when send at the appropriate time as the case may be to the CLIENT'S shall constitute 'The Documents' referred above.
3. CAPSTOCKS hereby introducing the concept of sending 'The Documents' through e-mail and is providing the said facilities to the CLIENTS.

This agreement witnesseth as under.

### CAPSTOCKS & SECURITIES (I) PVT LTD and the CLIENT here by agree to the following terms and conditions

- b. CAPSTOCKS and the CLIENT hereby agree that the procedure for sending 'The Documents' by post (ordinary or registered or speed or JCP), courier, hand delivery to the CLIENT is discontinued with immediate effect, In place of it, the CLIENT hereby agrees to receive 'The Documents' in electronic form through email id provided by the CLIENT to CAPSTOCKS.
- c. CAPSTOCKS shall send 'The Documents' to the CLIENT for the transactions done through CAPSTOCKS on Central Depository Services (India) Ltd to the email id of the CLIENT as stipulated by the regulatory authorities.
- d. The CLIENT hereby agrees to complete the necessary formalities that are required to compiled with regard to the provisions of the Information Technology Act, 2000 and the procedure prescribed by CDSL. It for receiving 'The Documents' from CAPSTOCKS in respect of the transactions done through the depository terminals of CAPSTOCKS.
- e. The CLIENT hereby agrees that 'The Documents' that shall be sent by CAPSTOCKS from time to time shall be deemed to have been delivered to the CLIENT/ S and it shall be presumed that the same is in order if no query is raised in respect of the trades/ transactions or transfer of securities that are appearing on 'The Documents' issued to CLIENT from time to time. In case the client does not receive the ECN on time on account of bouncing of the mail, it shall be the responsibility of the CLIENT to inform CAPSTOCKS about such non-receipt and CAPSTOCKS shall send the concerned documents in physical mode within the time prescribed. If no such intimation is received form the CLIENT, it shall be presumed that the ECN has been properly delivered to the Client's e-mail address.
- f. The CLIENT shall be responsible to retrieve and retain 'The Documents' in electronic form trough e-mail id. CAPSTOCKS shall upon written request of the CLIENT may provide/forward 'The Documents' in respect of the relevant period required by the CLIENT to the email id of the CLIENT. In case the CLIENT experiences any difficulty in accessing 'The Documents' electronically delivered the CLIENT agrees to promptly advise CAPSTOCKS to make delivery by alternate means. Failure to advise CAPSTOCKS of such difficulty within 48 hours shall serve affirmation regarding the acceptance of the 'The Documents'.
- g. CAPSTOCKS does not take liability for the Client's ISP's server being down or non-receipt of 'The Documents' due to bad/slow connections or server breakdown or any other technical issue on the part of the CLIENT or any of the intermediate agencies.
- h. The CLIENT shall take all necessary steps to ensure confidentiality and secrecy of the log in name and password The CLIENT is aware that The Documents' in electronic mode sent by CAPSTOCKS to the e-mail id of the CLIENT may be accessed by other entitles in case the confidentiality/secrecy of the login name and password is compromised. The CLIENTS shall be solely responsible for unauthorized access of the Constituent's email and subsequent tampering of The Documents' that are sent by CAPSTOCKS to the email id of the CLIENT from time to time.
- i. The CLIENT shall immediately inform CAPSTOCKS about change in email address, if any CAPSTOCKS shall verify and confirm with the CLIENT about the change. Further CAPSTOCKS shall confirm with the CLIENT about validity of the email address at least once in a year .

Sign. of Ist Holder : ⊗

Sign. of IInd Holder : ⊗

Sign. of Illrd Holder : ⊗

- j. The CLIENT agrees not to receive 'The documents' in paper form from CAPSTOCKS provided however that, in case when CAPSTOCKS is not able to provide 'The Documents' to its CLIENT through internet(web-based\email)due to any un-for seen problems.
- k. CAPSTOCKS and the CLIENT shall have the right to discontinue this arrangement after giving a notice of at least 10 days to the other party.
- l. The CLIENT specifically agrees not to hold CAPSTOCKS in anyway responsible for any security risk including possible third party interception of the content thereof becoming known to third parties and the same shall not be considered as a breach by CAPSTOCKS of the CLIENT'S confidentiality.
- m. CAPSTOCKS and the Constituents hereby agree that in the event of there being any claim\difference\dispute arising out of the transactions pertaining to the CSDL, the same shall be referred to arbitration as per the Bye Laws, Rules and Regulations of the CDSL.
- n. This agreement shall be in addition to and not violation of the terms and conditions forming a part of the the agreement for depository services or any other agreement entered into between CAPSTOCKS and Constituents as mentioned in the schedule below.

**IN WITNESS WHEREOF THE PARTIES SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY AND YEAR FIRST HEREIN ABOVE WRITTEN.**

SIGNED AND DELIVERED  
By the within named Member.....

SIGNED AND DELIVERED  
By the within named Constituent/s

I Holder ⊗ .....

.....by the hand of its

II Holder ⊗ .....

Authorized representative Mr.....

III Holder ⊗ .....

In the presence of

In the presence of

Witness-1

Witness-2

Name of witness (in the presence of)	
Address	
Signature	

Name of witness (in the presence of)	
Address	
Signature	

**Format of letter from BO (Annexure - A )**

To Depository Department  
Capstocks & Securities (India) Pvt. Ltd.  
Trivandrum

Date: .....

Beneficial Owner Account No.	<b>1</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>9</b>	<b>8</b>	<b>0</b>	<b>0</b>						
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I/We \_\_\_\_\_ [name(s) of the BO(s)] had entered into agreement dated \_\_\_\_\_ with you at the time of opening of the aforesaid BO account.

Pursuant to the amendment in Clause 3 of the agreement (Annexure C to the Bye Laws of CDSL), I/We confirm having opted to receive the statement of accounts pertaining to the above mentioned BO account in electronic mode in lieu of physical copy of the statement of account.

I/We confirm that the dispatch of statement of account to me/us at the following email address shall constitute full and absolute discharge of your obligation under the above agreement to provide me/us with statement of my/our BO account. But, I/we reserve my/our right to receive the physical copy of statement of accounts despite receiving the same in electronic mode, if such a demand is made in writing on you.

E-mail Address of the BO/CM																				
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I/We confirm that any change in the aforesaid email address or any other instructions with regard to dispatch/ service of my/our statement of account on me/us shall not be binding upon you unless you are intimated in writing by me/us by acknowledged delivery.

Yours faithfully,

**Sign. of Ist Holder :** ⊗                                      **Sign. of IInd Holder :** ⊗                                      **Sign. of IIIrd Holder :** ⊗