

ALGORITHMIC TRADING AGREEMENT

This Algorithmic Trading Agreement ("**Agreement**") is entered into this _____ day of _____ 20____ ("**Effective Date**") Between



Wealthstreet Financial Services Private Limited, a company incorporated under the Companies Act,2013 having its registered office at A-1101, Mondeal Heights, 11th Floor, Besides Wide Angle, S.G Highway, Ahmedabad-380015 (hereinafter referred to as the "**WF SPL**" or "**Stock Broker**" (which expression shall unless repugnant to the context mean and include its successors-in-interest and assigns) of the One Part;

and

Mr./ Ms. / M/s. _____,

(i) in case of the **Individual** S/o. D/o Mr. _____, R/o

_____;



(ii) in the case of a **Company**, incorporated under the provision of the Companies Act, 1956/2013, having its Registered Office at _____

_____;

(iii) in the case of a **Partnership firm** within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time (both their personal capacity and as partners of the firm) having their office at _____

_____;

(iv) in case of an **LLP**, the designated partner of the LLP for the time being and from time to time having their Office at _____

_____;

(v) in the case of **Proprietary concern**, the proprietor (both in his / her personal capacity and as proprietor / proprietress of the concern) having their Office at _____

_____;



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(vi) in the case of a **Joint HUF**, the Karta of the joint HUF and any or each of the adult members / coparceners of the joint HUF having its address at _____
_____;

(vii) in the case of **Trust**, the trust / trustee/s for the time being, having their Office at _____;

hereinafter referred to as the "**Client**", which expression shall, unless repugnant to the meaning and context include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, permitted assigns etc. as the case may be, being the Party of the Other Part;

(The Stock Broker and Client are hereinafter collectively referred to as "**Parties**" and individually also as "**Party**").

WHEREAS: Wealthstreet Financial Services Private Limited is registered as a Stock broker with Securities and Exchange Board of India ("SEBI") under the SEBI (Stock Brokers and Sub-brokers) Regulations 1992 with SEBI Registration No INZ000157331 (NSE, BSE & MCX) in the Capital Market Segment, Derivative Segment and Currency Derivative Segment in the National Stock Exchange of India Ltd. and in the Capital Market Segment in BSE Limited.

1. WFSPL has obtained an approval from the National Stock Exchange of India Limited (hereinafter called as the "**Exchange**") for specific Algo Strategies and that Algo Strategy can be extended for the usage of clients, WFSPL has the requisite procedures, systems, capability and wherewithal in place to provide facility of Algorithmic Trading to their clients.

Algorithmic trading *means* any order that is generated using automated execution logic through the trading member front end.

2. Client is an existing client of WFSPL having **Client Code No.** _____ and now the Client is desirous of trading in those securities/contracts/other instruments using Specific Algorithmic Strategy(ies) admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder from time to time. ✘
3. Client has *inter-alia* executed member-client agreement (as the case may be) and relevant documents of Trading Policies and Procedures, including combined Risk Disclosure Documents and Rights and Obligations, as prescribed by the Securities and Exchange Board of India (SEBI) and Stock Exchange and all the requisite documents and provided other required information and documents including KYC Documents like the Individual Client Registration Form etc while opening the above Trading Account with the Applicant for the purpose of trading in Exchange in the Capital Market Segment, Future & Options Segment (hereinafter referred to as "**KYC and Trading Documents**").

4. Client acknowledges and covenants that the present Agreement for Algorithmic Trading is in addition to the above KYC and Trading Documents and shall not supersede KYC and Trading Documents. In the event of any disputes as regards to interpretation of any terms of this Agreement and KYC and Trading Documents, the terms of KYC and Trading Documents shall supersede.
5. Based on the representations made by WFSPL as to its capacity to deal in securities in NSE Capital Market Segment by way of Algorithmic Trading using the specific Algorithmic Strategy (ies) the Client wishes to execute its orders by way of Algorithmic Trading using the specific Algorithmic Strategy (ies) as mentioned in **Annexure- I** through the WFSPL on the Exchange.
6. WFSPL and the Client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder and Rules and Regulations of SEBI and circulars issued thereunder and relevant notifications of Government authorities as may be in force from time to time.
7. The Parties are desirous of recording the understanding and agreement between them in relation to the above referred Algorithmic trading on the term and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. WFSPL declares that it has brought the contents of the risks associated with each Algorithmic Strategy (ies) to the notice of Client made him aware of the significance of the Algorithmic Trading and the execution of the trade orders by using the specific Algorithmic Strategy (ies) through WFSPL on the Exchanges. The Client agrees and acknowledges that:
 - a) He has read and understands the risks involved in each Algorithmic Strategy (ies) as specifically referred below. These have been mentioned below in point 2.
 - b) He shall be wholly responsible for all his investment decisions and trades by using the specific Algorithmic Strategy (ies).
 - c) The failure of the Client to understand the risk involved in each Algorithmic Strategy (ies) shall not render a contract as void or voidable and the Client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the Client chose to trade.
2. The Client unconditionally and irrevocably agrees and accepts that the Client shall at all times be responsible for any losses, damages, costs, penalties or any other cost incurred by the Client or WFSPL as a result of availing/using specific Algorithmic Strategy(ies) due to any reason whatsoever including but not limited to:



- a) Failure of the Algorithmic strategy i.e. dysfunction or any kind of bug or virus in the Algorithmic code (including but not limited to wrong side orders, wrong strategy execute, excess quantity execution i.e. double execution or Algorithmic loop).
 - b) Any execution slippages, failure to receive the feeds from the Exchange or any failure in the execution due to exchange approvals.
 - c) Failure to provide technology update required for platform functioning (for example java needs update, NET framework update, Vendor's Algorithm update etc.) or failure to update the order execution messages from the Exchange.
 - d) Feeds received by the Client are far delayed or incorrect or any OMS/RMS failure.
 - e) Failure of the leased lines (Client to Broker), Exchange connectivity failure and/or any hardware failure.
 - f) Any loss caused due to any information or any risk associated with the Algorithmic Trading Facility not known to the Client.
 - g) Any unauthorized access to the Client's account or the Client is barred from trading or dealing with such using the specific Algorithmic Strategy (ies) by the Exchange or the Client being bankrupt.
 - h) Any malfunctioning while using the specific Algorithmic Strategy (ies) relating to limits, margins/adhoc margins, order quantity, scrip, contract group etc.
 - i) Any order placed by the Client in breach of the price bands as defined by the Exchange, in breach of the quantity limits as defined by the Exchange for the Securities, in breach of the value as per order as defined by the Exchange.
 - j) Any loss and expenses of any nature caused in relation to any penalty or proceedings awarded against WFSPL or Client.
 - k) Any failure in execution of using the specific Algorithmic Strategy (ies) due to a switch from one feed to another feed and incorrect working of Index Arbitrage algorithm.
 - l) Any error because of some overflow in one of the arithmetic computation for order quantity or
 - m) Any erroneous orders placed by the Client or any network failure, software applications issues or hardware failure.
 - n) Removal of any outstanding order/s from system by the Exchange or any other statutory authority or advice to shut down any identified Algo Strategy.
 - o) Any losses incurred due to any action taken by the Exchange and / or WFSPL due to extreme market movement or Exchange failure.
 - p) Any discrepancy, error or limitation arising while adhering the changes in regulations, guidelines as specified by the Exchange / SEBI.
3. The Client agrees to abide by the exposure limits, if any, in the Algorithmic logic/program set by WFSPL or by the Exchange or Clearing Corporation or SEBI from time to time.
 4. The Client shall not make any modification in code, design or any other feature of the Algorithmic Strategy.

5. 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.
6. The Client agrees to pay to WFSPL 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.
7. 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 WFSPL and WFSPL shall not at any times be responsible for any using the specific Algorithmic Strategy (ies) offered by it.
10. 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 WFSPL.
11. 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 WFSPL 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 -WFSPL'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 WFSPL'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 (3.0.0) Multitrade Softech Pvt. Ltd. (Workspace) interface. The main window shows a market data table with columns: S..., Exchange, Security..., Symbol, ExpiryDate, Sec..., BuyQty, BuyPrice, SellPrice, SellQty, LTP, LTQ, Open, Bu., Price, and Se... The table lists various securities like EQUITY, FUTIDX, FUTSTK, ACC, FUTCUR, JPYNIR, GOLDM, and OPTBLN across different exchanges (NSECM, NSEFO, BANKNL). Below the market data, the Order Book is visible, showing columns: Exchange, OrderNo, Exchange, Symbol, ExpiryDate, Secur..., Side, Qu..., Pen..., Ex..., Price, ClientID, Memb..., CtrID, Or..., OrderS..., ErrorText, TerminalInfo, and ManagerID. The order book contains multiple entries for various securities, including BANKNL, NSEFO, NSECM, and JPYNIR, with details on order status (Limit, Execute, Pending, Reject) and error messages.



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