**Annexure – XV**

**MODEL MEMBER-CLIENT AGREEMENT / ADDENDUM**

This agreement is made at \_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ between XYZ (member of National Stock Exchange of India Ltd with SEBI Registration No.:\_\_\_\_\_\_\_\_) & hereinafter called MEMBER and having its registered office at \_\_\_\_\_\_\_\_\_, and \_\_\_\_\_\_\_\_\_\_ a individual/company/trust/firm or any other body duly formed and registered under the relevant Act, hereinafter called the CLIENT, having its residence/registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WITNESSTH:

Whereas MEMBER is registered as TRADING MEMBER of National Stock Exchange of India and \_\_\_\_\_\_\_\_\_\_\_\_\_\_Exchanges.

Whereas the MEMBER is eligible to provide Smart Order Routing facility to clients as per the rules of the Exchanges & SEBI which allows the Trading Members’ trading engines to systematically choose the execution destination based on factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Whereas the client is desirous of investing / trading in those securities admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange and have entered into Member Client Agreement with the Trading Member. Further for this purpose, the CLIENT is desirous of using Smart Order Routing facility which allows Member’s trading engines to systematically choose the best execution destination based on factors viz. price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

Whereas the Trading member shall establish & implement effective arrangement so as to ensure best execution for its clients taking into account factors viz. price, costs, speed , likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

**Basic features of SMART ORDER ROUTING facility**

Whereas trading member shall route orders in a neutral manner.

Whereas trading member has explained the best execution policy and its features for SMART ORDER ROUTING facility to the client and the same are attached as Annexure 1 herewith.

Whereas client has understood the features of best execution policy and given their consent for executing orders by using SMART ORDER ROUTING facility.

Whereas trading member shall carry out appropriate validation of all risk parameters before the orders are placed through the SMART ORDER ROUTING system.

**Obligations / Rights**

1. Whereas trading member & client agrees that all the rights & obligations of both the parties as per model Member Client Agreement executed between them and provisions as may be applicable from time to time and shall continue to be binding to them.
2. Trading member has formulated best execution policy in accordance with specifications provided by SEBI/Exchanges from time to time.
3. Trading member agrees to send copy of this SMART ORDER ROUTING agreement to the client.
4. Trading member has brought the features, possible risks, rights, responsibilities and liabilities associated with the smart order routing facility policy to the notice of client. The client agrees that he has understood the features, possible risks, rights, responsibilities and liabilities associated with the smart order routing facility policy.
5. Trading member has brought the contents of best execution policy to the notice of client and made him aware of the significance of the said document. The client agrees that he has understood the contents of best execution policy.
6. Trading member shall notify to clients of any material changes in its order execution policy. Such change needs to be preceded by a notice of 15 days.
7. Trading member shall demonstrate to their clients at their request, that it had ensured best execution of client orders in accordance with its best execution Policy.
8. Trading member and client agrees that in case the client has availed Smart Order Routing facility and does not want to use the same for a particular order, the same shall be well documented by the trading member.
9. Trading member shall ensure that alternative mode of trading system is available in case of failure of Smart Order Routing facility and client understands that in case of failure of Smart Order Routing facility alternative modes are available to him to place orders.
10. Trading member agrees to maintain logs of all activities to facilitate audit trail. Trading member shall maintain record of orders, trades and data points for the basis of decision.

The Member and the Client are aware of the provisions of Bye-Laws, Rules and Regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.

The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, byelaws, circulars and guidelines issued by SEBI and Stock Exchange rules, regulations and Bye-laws that may be in force from time to time.

The agreement entered into between the MEMBER and the CLIENT shall stand terminated by mutual consent of the parties by giving at least one month written notice.

IN WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

**MEMBER:**

By:

Signature:

Title:

Witness:

Signed for and on behalf of

**CLIENT:**

By:

Signature:

Title:

Witness: