

**AGREEMENT BETWEEN THE DEPOSITORY PARTICIPANT AND THE PERSON  
SEEKING TO OBTAIN FAX INDEMNITY WITH THE DEPOSITORY PARTICIPANT**

**DP ID : IN 302269**

I/We Mr/Mrs/M/S \_\_\_\_\_ residing /having registered office at \_\_\_\_\_, execute this UNDERTAKING CUM INDEMNITY in favour of India Infoline Limited having its Registered office at Bldg No.75, Nirlon Complex, Off Western Express Highway, Goregaon(E), Mumbai-400 063 hereinafter called **III** (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors) on \_\_\_\_\_ day of \_\_\_\_\_ as follows:

WHEREAS I/ We maintain a **Depository Account No.** \_\_\_\_\_ with **III** and as per the Instructions for operation of the said Account(s) the same is allowed to operated by the persons authorised, (hereinafter referred to as 'Authorised Persons) AND WHEREAS in the day to day business, I/We/are required to give urgent instructions to **III** for operation of any of the said accounts.

WHEREAS **III** has agreed to accept Fax Submission signed by the Authorised Persons to operate the said Accounts under their signatures in a similar way and manner as provided in the said operating instructions /account opening form and subject to the indemnity herein offered by me/us to **III** and the terms and conditions herein mentioned.

AND IN CONSIDERATION OF THE ABOVE, I/We hereby irrevocably agree, confirm and undertake with **III** and these presents witnesseth as follows:

1. We shall transit the fax instructions only to the fax number informed /provided to us by **III** and use this number for such fax submission only and not for any other transmission/purpose.
2. The fax submission shall be signed by the authorised person/s mentioned in the list of authorised person/s submitted by me/us in the account opening form on behalf of me/us and the signature/s shall be in the same manner and way as has been informed to **III** by me/us and **III** is hereby requested and authorised, but is not obliged to rely upon and act, in accordance with such fax submission which is signed or; believed by **III** to have been given by the Authorised Person/s.
3. **III** is requested by us and shall be entitled to treat any fax submission, to be obliged or issued and fully authorised by and binding upon us and further be entitled (but not bound) to take any steps relying upon the same and to act upon the same, believing the fax submission, in good faith as appropriate, regardless, of the amount of money involved and notwithstanding any error in transmission or reception of such fax submission or an misunderstanding or ambiguity or lack of clarity in the terms of such fax submission.
4. I/We shall upon making any telefax submission hereunder, deliver to **III** without any delay within **Two working days**, the original (hard copy of the fax submission )hard copy signed by the authorised persons as aforesaid. Provided that **III** may, but shall not be obliged to, await receipt of the hard copy prior to taking any action in connection with fax submission and shall not be obliged to follow up with me/us for the originals. Further the storage of a photocopy of the fax transmission sent by me/us shall be the conclusive evidence of instructions to **III** for having acted on such instructions to **III** for having acted on such instructions and I/We hereby agree and acknowledge the same.

5. **III** shall not be liable for any losses or damages which we may suffer as a consequence of **III** acting in accordance with or in reliance upon, any fax submission or otherwise pursuant to the authority conferred herein, upon **III**.
6. I/We shall indemnify **III** and keep **III** indemnified and save harmless at all times against any and all claims, losses, damages, costs, liabilities and expenses incurred suffered or paid by **III** or required to be incurred, suffered or paid by **III**, and also against all demands, actions suits, proceedings made, filed instituted against **III**, in connection with or arising out of or in relation to:
  - a) **III** acting pursuant to, in accordance with or relying upon any Fax submission pursuant to the request and authority conferred herein and or
  - b) **III** acting pursuant to, in accordance with or relying upon and fax submission received by **III** which it believes in good faith to be such fax submission; and/

**Or**

- c) any unauthorised or fraudulent fax submission to **III**
7. **III** shall not be under any obligation at any time to maintain any facility for the receipt of any submission or to ensure the continued operations or availability of any such facsimile or equipment.
8. I/We acknowledge and confirm that I/We am /are aware of the nature of telecommunications services that the fax transmissions may not be received properly and may be read by or be known to any unauthorized persons. I/we agree to assume and bear all the risks involved in respect of such errors and misunderstanding and **III** shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damages, cost or expenses and liability arising therefrom.
9. This indemnity is without prejudice to **III**'s other rights, privileges, powers and remedies in law and **III** may delay enforcing its rights without at any time losing them and any waiver of a right by **III** hereunder or available to it by law, shall not be deemed to be a waiver of any rights or the same right at another time.
10. **III** may stop/terminate this facility given to me/us by giving seven days prior written notice to me/us. However, any such, termination shall not affect anything done or any rights or liabilities accrued incurred prior to the termination and all the above indemnities given by me/us to **III** shall survive any such termination.  
I/we specially agree and confirm that any matter or issue arising hereunder shall be governed and constructed exclusively in accordance with the Indian laws and shall be subject to the jurisdiction of the courts of Mumbai in India.

*Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.*

*Given by :*

**Name(s) of the Account holder**

**Signature**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_