



Digital Token Broker Agreement

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General Information

Digital Token Broker Agreement

This Digital Token Broker Agreement is between a client and a Digital Token broker who will make buy/trade Digital Tokens on the client's behalf. This agreement spells out the terms of the agreement including client's understanding of the risks involved. It also sets out that client is responsible for all investment decisions and Digital Token trades.

A knowledgeable investor will insist that an agreement with a Digital Token broker be clearly set out in writing rather than via oral agreement. A written Digital Token Broker Agreement will be invaluable if there is miscommunication between the client and the Digital Token broker regarding investment strategies.

Instructions and Checklist

Digital Token Broker Agreement

- Both parties should read the agreement carefully.
- Insert all requested information in the spaces provided on the form.
- The parties should read all terms and conditions provisions carefully. If there are disagreements, they will likely focus on these provisions. If the provisions are ambiguous, set forth examples for use as clarification.
- This form contains the basic terms and language that should be included in similar assignments.
- Both Digital Token broker and client must sign this agreement.
- Both parties should retain either an original or copy of the signed agreement.
- All legal documents should be kept in a safe location such as a fireproof safe or safe deposit box.

DIGITAL TOKEN BROKER AGREEMENT

This Digital Token Broker Agreement (the “Agreement”) is made on this ___ day of _____, 20__.

Between _____ (“the Digital Token Broker”)

and _____ (“the Client”).

Now, therefore, in consideration of the mutual understanding as set forth in this Agreement, the parties thereto have agreed to the following terms and conditions:

1. The Client agrees to immediately notify the Digital Token Broker in writing if there is any change in the information in the ‘Client Registration Form’ provided by the Client to the Digital Token Broker at the time of opening of the account or at any time thereafter.
2. The Digital Token Broker declares that it has brought the contents of the risk disclosure document to the notice of Client and made him aware of the significance of the said document. The Client agrees that:
 - a. He has read and understood the risks involved in trading on a Digital Token exchange.
 - b. He shall be wholly responsible for all his investment decisions and trades.
 - c. The failure of the Client to understand the risk involved 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.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Digital Token Broker or the Digital Token exchange or as may be directed by BITCFX from time to time as applicable to the segment(s) in which the Client trades.
3. The Client agrees to pay to the Digital Token Broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client’s account, transactions and to the services that Digital Token Broker renders to the Client. The Digital Token Broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and by-laws of the relevant Digital Token exchange.
4. The Client agrees to abide by the exposure limits, if any, set by the Digital Token Broker or by the Digital Token exchange from time to time.

5. The Digital Token Broker agrees that the money/Assets deposited by the Client shall be kept in a separate account, distinct from his/its own account or account of any other Client and shall not be used by the Digital Token Broker for himself/itself or for any other Client or for any purpose other than the purposes mentioned in Digital Token exchanges Rules/Regulations/Bylaws and circulars.
6. The Client agrees to immediately furnish information to the Digital Token Broker in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
7. The Digital Token Broker agrees to inform the Client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the Client to comply with such schedules/procedures of the relevant Digital Token exchange.
8. In the event of death or insolvency of the Client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring Assets which the Client has ordered to be bought or sold, Digital Token Broker may close out the transaction of the Client and claim losses, if any, against the estate of the Client. The Client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.
9. The Digital Token Broker agrees that it shall co-operate in redressing grievances of the Client in respect of transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc. in respect of shares and Assets delivered/to be delivered or received/to be received by the Client.
10. The Digital Token Broker shall continue to be responsible for replacing bad deliveries of the Client in accordance with applicable “good & bad delivery norms” even after termination of the Agreement and shall be entitled to recover any loss incurred by him in such connection from the Client.
11. The Digital Token Broker shall ensure due protection to the Client regarding Client’s rights to dividends, rights or bonus assets, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the Client with whom and for whom it may have had transactions in Assets.
12. The Client and the Digital Token Broker agree to refer any claims and/or disputes to arbitration as per the Rules, Bylaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
13. Information about default in payment/delivery and related aspects by a Client shall be brought to the notice of the relevant Digital Token Exchange(s). In case where defaulting Client is a corporate entity/partnership/proprietary firm or any other artificial legal entity,

then the name(s) of director(s)/ promoter(s)/Partner(s)/proprietor as the case may be, shall also be communicated to the relevant Digital Token exchange(s).

14. The Digital Token Broker and the Client declare and agree that the transactions executed on the Exchange are subject to Rules, Bylaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the 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 there under.
15. 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.
16. Where the Exchange cancels trade(s) *suo moto* all such trades including the trade/s done on behalf of the Client shall ipso facto stand cancelled.
17. This Agreement shall forthwith terminate; if the Digital Token Broker for any reason ceases to be a member of the Digital Token exchange including cessation of membership by reason of the Digital Token Broker's default, death, resignation or expulsion or if the certificate issued by the Company is cancelled.
18. The Digital Token Broker and the Client shall be entitled to terminate this Agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. 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.
19. In addition to the specific rights set out in this Agreement, the Digital Token Broker and the Client shall be entitled to exercise any other rights which the Digital Token Broker or the Client may have under the Rules, Bylaws and Regulations of the Company's Exchange.
20. 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 Company's Exchange and circulars issued there under.
21. The Digital Token Broker hereby undertakes to maintain the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client in confidence and that it shall not disclose the same to any person/authority except as required under any law/regulatory requirements; Provided however that the Digital Token

Broker may so disclose information about its his Client to any person or authority with the express permission of the Client.

This Agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents 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 the relevant Digital Token Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this Agreement.

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

Signed by:

Client _____
Title: _____
Name of the Client _____

Signed by:

Digital Token Broker _____
Title: _____
Name of the Digital Token Broker: _____