

KYC



Client Registration Form

(For Resident Individual Only)

Trading (Commodity)

VER 2.1.1

Master Commodity Services Ltd

EXCHANGE NAME	MEMBERSHIP ID	FMC UMC NUMBER	EXCHANGE NAME	MEMBERSHIP ID	FMC UMC NUMBER
NCDEX	00092	NCDEX/TCM/CORP/0138	MCX	12440	MCX/TCM/CORP/0472

Regd. Office : SCO 19, Master Chambers, Feroze Gandhi Market, Ludhiana - 141 001

Phone : +91-161-3911500, 3013411-13 • Fax +91-161-2402963 • Website: www.mastertrust.co.in • E-mail: helpdesk@myvaluetrade.com

Compliance Officer's Details : Name : Shivendra Dhyani • E-mail Id : shivendra@mastertrust.co.in • Ph. : +91-120-3311183

CEO's Details : Name : R.K. Singhania • E-mail Id : rks@mastertrust.co.in • Ph. : +91-161-2410557

CONTACT DETAILS FOR INVESTOR GRIEVANCES

For any grievance/dispute please contact member Master Commodity Services Ltd. at the above address or email id - investorg@mastertrust.co.in and Phone no. 91-120-3311158. In case not satisfied with the response, please contact the concerned exchange(s) at Multi Commodity Exchange of India Ltd. , email: grievance@mcxindia.com, Ph.: +91-22-6731 8888 , website: www.mcxindia.com | National Commodity & Derivatives Exchange Ltd., email: askus@ncdex.com Ph.: 91-22-6640 6666, website: www.ncdex.com

DECLARATION FOR PRO TRADING

We Master Commodity Services Ltd. hereby inform all our clients that besides trading on behalf of our Clients, we also do Proprietary Trading in our own account.

Note :

The information to be given in the form, is the sole property of the Member Broker and would not be disclosed to anyone unless required by law/statutory/regulatory authorities or except with the express permission of the client.

INDEX OF DOCUMENTS

S. No.	Name of Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY FMC/EXCHANGES			
1.	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent and an instruction/check list.	1 to 5
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	C1 to C3
3.	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	C4 to C11
4.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	C12 to C13
5.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	6
6.	Open Interest Declaration	Declaration by Client regarding not exceeding position limit as prescribed by Exchanges	7 to 8
VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER BROKER			
7.	Contract Between Member And Client	Contract Between Member And Client (MCX/NCDEX)	9 to 22
8.	Standing Instructions/Authorisation Letter	Various instructions given voluntarily by the client for trading	23
9.	Electronic Contract Note [ECN]	Authorisation for Receiving ECN/Other documents electronically	25

Signature of Client



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Regd. Office : SCO 19, Master Chambers, Feroze Gandhi Market, Ludhiana - 141 001

Website: www.mastertrust.co.in • E-mail: helpdesk@myvaluetrade.com

EXCHANGE NAME
NCDEXMEMBERSHIP ID
00092FMC UMC NUMBER
NCDEX/TCM/CORP/0138EXCHANGE NAME
MCXMEMBERSHIP ID
12440FMC UMC NUMBER
MCX/TCM/CORP/0472Please fill this form in **ENGLISH** and in **BLOCK LETTERS**

UCC

I/ We request you to register me/us as your Client/ Constituent and enable me/us to trade in the Commodity Market as detailed below.

A. IDENTITY DETAILS

Name of the Applicant			
Father's/Spouse Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married
Date of Birth		Nationality	
Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> NRI* <input type="checkbox"/> Foreign National* <input type="checkbox"/> Others		
	*If NRI/Foreign National, Self Certified Copy of statutory approval obtained must be attached		
Unique Identification Number (UID)/ Aadhaar, if any		PAN	
Specify the proof of Identity submitted			

Please affix
your recent
passport size
photograph and
sign across it

B. ADDRESS DETAILS

SMS Alert Facility YES NO

Address for Correspondence	City/Town/Village		PIN Code	
	State	Country		
	Tel. (Office)		Tel. (Res.)	Mobile
Contact Detail	Fax		E-mail Id	
	Specify the Proof of Address Submitted for Correspondence Address			
Permanent Address (If different from above or overseas address, mandatory for Non-Resident Applicant)	City/Town/Village		PIN Code	
	State	Country		
	Specify the proof of Address Submitted for Permanent Address			

C. OTHER DETAILS

Gross Annual Income Details (Please Specify):				
Income Range per Annum	<input type="checkbox"/> Below ₹1 Lac <input type="checkbox"/> ₹1-5 Lac <input type="checkbox"/> ₹5-10 Lac <input type="checkbox"/> ₹10-25 Lacs <input type="checkbox"/> Above ₹25 Lacs			
OR Net Worth (Net worth should not be older than 1 year)	Net-worth as on	Date :	₹	
Occupation (Please tick any one and given brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Business			
	<input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others (Specify)			
Please tick	Politically Exposed Person (PEP) <input type="checkbox"/> Yes <input type="checkbox"/> No		Related to a Politically Exposed Person (PEP) <input type="checkbox"/> Yes <input type="checkbox"/> No	
Any Other Information				

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM (For Trading and Demat Account)

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines and other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted along with other statutory approvals required for investment in commodities.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI):-

List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies

such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA):-

List of documents admissible as Proof of Address:

(Note: Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/ Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

D. Exemptions to PAN

(Note: Sufficient documentary evidence in support of such claims to be collected.)

1. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the State of Sikkim (subject to the continued exemption granted by Government).

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

D. BANK ACCOUNT(S) DETAILS

Sr. No.	Bank Name	Branch Address & Pin Code	Type of Bank Account / A/c No.	MICR Code*
1.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	_____ IFSC Code _____
2.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	_____ IFSC Code _____
3.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	_____ IFSC Code _____

* Copy of cancelled cheque with MICR Code or/and IFSC Code of the Bank is required.

E. DEPOSITORY ACCOUNT(S) DETAILS*

S.No.	Name of Depository	Segment	DP ID	Client ID	DP Name
1.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	<input type="checkbox"/> Equity <input type="checkbox"/> Commodity	_____	_____	_____
2.	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL	<input type="checkbox"/> Equity <input type="checkbox"/> Commodity	_____	_____	_____

* Copy of client master or latest statement of holding is required.

F. TRADING PREFERENCES

Note: Please sign in the relevant boxes against the Exchange with which you wish to trade.
The Exchange not chosen should be struck off by the client.

S. No.	Name of the National Commodity Exchanges #	Date of Consent for trading on concerned Exchange	Signature of the Client
1.	MCX		
2.	NCDEX		

G. INVESTMENT / TRADING EXPERIENCE

No Prior Experience In Commodities _____ Yrs In other related fields _____ Yrs

H. SALES TAX REGISTRATION DETAILS (PLEASE GIVE DETAILS OF ALL STATES WHERE YOU ARE REGISTERED)

S.No.	State	Registration Number	Validity Date
1.			
2.			
CST Registration Number			

I. VAT DETAILS

S.No.	State	Registration Number	Validity Date
1.			
2.			
CST Registration Number			

J. PAST ACTIONS

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock Exchange / Commodity exchange/any other authority against the client or its Partners/Promoters/Whole Time Directors/Authorized Persons in charge during the last 3 years Yes No
If yes, Mention Details.....

1. _____

2. _____

3. _____

K. DEALINGS THROUGH OTHER TRADING MEMBERS

Whether dealing with any other Trading Member (in case dealing with multiple trading members/APs, provide details of all separately)				
Name of Trading Member / AP			Client Code	
Exchange			Exchange Regn. No.	
Concern Members Name with whom the AP is Registered				
Registered Office Address				
		City/Town/Village		
		State	Country	
Details of disputes/dues pending from/to such Trading Broker, if any				

L. INTRODUCER DETAILS

Name of the Introducer				
Status of the Introducer	<input type="checkbox"/> Existing Client <input type="checkbox"/> Authorized Person <input type="checkbox"/> Others, please specify _____			
Address of Introducer				
		City/Town/Village		
		State	Country	
Phone No.			Signature of the Introducer	
Client Code/Client ID (if Existing Client)				

M. ADDITIONAL DETAILS

◆ Whether you wish to receive communication from member in electronic form on your email Id. Yes No
(if yes then please fill in appendix-A)

◆ Whether you wish to avail of the facility of Internet Trading/ Wireless Technology Yes No Please specify

N. NOMINATION DETAILS (For Individual Only)

I/We do not wish to make a nomination in respect of my/our Demat and Trading Account.

I/We wish to make a nomination and do hereby nominate the following person in whom all rights payable in respect of Commodities and monies held in the Depository / any of the exchanges, by me / us in the said beneficiary owner and trading account shall vest in the event of my/our death.

Name of Nominee (in BLOCK LETTERS)				
Relationship with the applicant; if any			Date of Birth of Nominee	
Address of Nominee				
			Pin Code	
Phone No. of Nominee		PAN of Nominee		
Name of Guardian (In Case, Nominee is Minor)				
Address of Guardian				
			Pin Code	
Phone No. of Guardian				
Signature of Guardian (if nominee is a minor)				

WITNESS

Sr. No.	Name	Address	Signature	Date
1.				
2.				

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
3. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.

Place : _____



Date : _____

(Signature of Client)

FOR OFFICE USE ONLY

UCC Code allotted to the Client	
	Documents verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients.

Signature of the Authorised Signatory

Date : _____

Seal/Stamp of the Member

A) Simply Trade Plan

Segment	Brokerage
Commodity	Rs 10 per executed order or .01% of turnover whichever is lower

B) Monthly Value Plan

Monthly Value plans are for high frequency traders and with a monthly cap on maximum brokerage. For MCX and NCDEX maximum brokerage as stipulated by the exchange will be levied until Rs. 1000 has been reached.

C) Yearly Value Plan

Yearly Value plans are for high frequency traders and with a yearly cap on maximum brokerage. For MCX and NCDEX maximum brokerage as stipulated by the exchange will be levied until Rs. 10000 has been reached

OTHER CHARGES

Particulars	Delivery		Futures	
	%	Minimum (Rs.)	%	Minimum (Rs.)
Transaction & Other Charges				
Stamp Duty	State wise stamp duty as applicable will be levied			
CTT	As per the provisions of CTT and as amended from time to time			
Service Tax	As per the provisions of Service Tax Act 1994 and as amended from time to time			
Other taxes	As may be applicable from time to time			

Note: Physical contract notes shall be charged Rs. 25/- per contract + Services Tax & Postal Charges.

Please select only 1 plan

- A) I would like to enroll for Simply Trade Plan
 B) I would like to enroll for Monthly Value Plan
 C) I would like to enroll for Yearly Value Plan

I hereby agree with the charges and Brokerage Terms & Conditions mentioned above

Signed for and on behalf of Client

 Signature of Client

OPEN INTEREST DECLARATION

Dated: _____

Master Commodity Services Ltd.
Integrated Back Office: C-56, Sector 63, Noida 201301
Telephone: +91-8467884678

**Sub : My/Our request for trading in Commodity forward Contracts/Commodity Derivatives
on NCDEX/MCX as your Client**

UCC :

Dear Sir,

I/We, the undersigned, have taken cognizance of circular no. NCDEX/TRADING-114/2006/247 dated September 28, 2006 issued by the National Commodity & Derivatives Exchange Limited (NCDEX), Circular MCX/300/2006 and MCX/338/2006 dated August 1, 2006 & August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX), on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by NCDEX/MCX or Forward Markets Commission and such position limits will be calculated in accordance with the contents of above stated circular of NCDEX/MCX as modified from time to time.

I/We undertake to inform you and keep you informed if I/any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUFs/ Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/commodity derivative on NCDEX/MCX through you or through any other member(s) of NCDEX/MCX, to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX/MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on NCDEX/MCX only on the basis of our above assurances and undertaking.

Yours faithfully,

Constituent Name :

Sole Proprietor/Partner/Director/Karta/Trustee*

* Strike off which is not applicable

 **Signature of Client**

This agreement is made at the place specified as place of execution & on the date as specified as date of agreement by and between :

Master Commodity Services Ltd., a body corporate incorporated under the Companies Act 1956, being member of National Commodity & Derivatives Exchange Ltd.(NCDEX), Multi Commodity Exchange of India Ltd. (MCX) and having its Registered Office at Master Chambers, 19, Feroze Gandhi Market, Ludhiana-141 001, Corporate office at 1012, 10th Floor, Arunachal Building, 19 Barakhamba Road, New Delhi 110001, Regional Office at S.C.O. 22-23 (IIInd Floor) Sector 9-D, Chandigarh -160009 & C-1, 18/20, Jeevan Jyot Bldg., Cawasji Patel Street, Fort, Mumbai-400 001 (hereinafter called "Member"/ "Member Broker") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its heirs, executors, administrators and legal representative for the time being for the said company, the survivor or survivors of them and their heirs, executors, administrators and legal representatives, its successors, as the case may be, of the One part;

And

Mr./Ms./ M/s.....
a
 company /trust / firm / individual or any other body duly formed and registered under theAct, having its registered/residential/office address.....

.....
 (hereinafter called "constituent") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/its heirs, executors, administrators and legal representatives for the time being for the said company/firm, the survivor or survivors of them and their heirs, executors, administrators and legal representatives, its successors, as the case may be, of the Second part;

Whereas the Member is registered as Trading and Clearing Member and/or Member with National Commodity and Derivatives Exchange Limited (hereinafter called "NCDEX") and Multi Commodity Exchange of India Limited (hereinafter called "MCX"). Whereas NCDEX & MCX shall be collectively referred to as "the Exchange".

Whereas the constituent is desirous of investing / trading in those contracts admitted for dealing on THE EXCHANGE as defined in the Bye- Laws of THE EXCHANGE.

Whereas the constituent has satisfied itself of the capability of the Member of THE EXCHANGE to deal in those contracts admitted for dealing on THE EXCHANGE and wishes to execute his /her/its orders through Member Broker and the constituent shall continue to satisfy himself/herself/itself of such capability of the Member Broker before executing any orders through Member Broker.

Whereas the Member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the constituent and trading objectives relevant to the services to be provided.

Whereas the Member has taken steps and shall take steps to make the

constituent aware of the precise nature of the Member's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

Now, therefore, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the terms and conditions, as follows:

- 1.1 The constituent agrees and acknowledges that it is recommended by the Member Broker to give orders/instructions in writing and to take acknowledgement of the same in writing from the Member Broker/Authorised Person simultaneously, to avoid any disputes or differences and if the constituent chooses to give orders/instructions in a mode other than in writing or if the constituent does not take acknowledgement of order/instruction given in writing, the constituent shall be deemed to have disclaimed and waived any right to dispute regarding as to whether or not the orders/instruction were correctly received and/or entered into the trading system, including the plea that the orders/instruction were entered without express directions/authorization of the constituent. It is agreed and understood by the constituent that if the constituent is unable to produce the acceptance of order/instruction by the Member Broker in writing, it shall be deemed that such order/instruction was in fact given verbally/orally as entered into the trading system and the waiver as stated herein above shall apply.
 - 1.2 The Constituent also understands and agrees that the word "orders" means the Cancellation and modification orders as well.
 2. The Constituent understands that placing an order with the Member Broker including a market order, does not guarantee execution of the order. The Member Broker has the absolute right to reject any order that may be made by the Constituent for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Constituent Account or the Bank account.
 3. The Constituent is required to ascertain the status of his/her/its order, including any rejection of the same and no separate confirmation of the rejection of the order would be sent to the Constituent either physically or electronically & further the exchange may cancel the trade suomoto without giving any reason there of. The Member Broker shall be entitled to cancel relative contract with the Constituent. The Member Broker shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever.
- Further, the Member Broker, at its sole discretion, subject to manual review of any entry, as may be the case, can delay any order made by the Constituent, which may thereby can delay the execution of the Constituent's orders.
4. If any transaction(s) under this Agreement or under any other agreement/right's and obligations or otherwise with the

Signature of Client

Signature of Client

MEMBER BROKER, has /have been executed by the Constituent and/or on behalf of the CONSTITUENT by any other person, and the same has/have been accepted by Constituent from time to time on the basis of the contract note(s)/bills/any other correspondence dispatched/communicated to the CONSTITUENT by the MEMBER BROKER and/or by part or full settlement of the said transaction(s) by the CONSTITUENT and or his/her/its family member/group/associate company(ies)/firms/entities, then such transaction(s) shall be deemed to be executed by the Constituent and/or the person authorized by the CONSTITUENT and the CONSTITUENT hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transactions.

5. The instructions issued by an authorized representative, if any, of the constituent shall be binding on the constituent.
6. If Constituent gives any order from a location outside India, he/she/it shall ensure that orders are given in compliance with applicable laws of the relevant jurisdiction from which Constituent's orders are given. The Constituent further agrees that he/she/it shall seek necessary legal or professional advice in or of the relevant jurisdiction. Constituent acknowledges that all relevant taxes, duties or any other charges/levies shall be paid by him/her/it in the relevant jurisdictional area and Constituent further agrees that he/she/it shall indemnify the Member Broker on demand for any claims, demands, actions, costs liability expenses etc. Member Broker may suffer or incur in connection with or arising from Constituent residing or giving of any such order from a place outside India.
7. The Constituent agrees and undertakes to ensure that there will not be any attempt at price distortion and/or price rigging made through any means. The constituent hereby will keep indemnified the Member Broker for any loss, claim, expenses, liability in this respect.
8. The Member Broker may from time to time impose and vary limits on the orders, which the Constituent can place through the Member Broker. The Constituent is aware and agrees that the Member Broker may need to vary or reduce the limits or impose new limits urgently on the basis of Member Broker's risk perception and or other relevant factors and the Member Broker may be unable to inform the Constituent of such variations, reductions or impositions in advance. The Constituent understands and agrees that the Member Broker may at any time, at its sole discretion, and without prior notice, prohibits or restrict the Constituent's ability to place orders or trading in commodities/contract through the Member Broker. The Constituent agrees that Member Broker shall not be liable for or responsible for such variations, reductions or impositions or the Constituent's inability to route any order through Member Broker on account of any reason but not limited to any such variations, reductions or impositions of limits.
9. Constituent shall enter into all trades on his/her/its own account and shall not do any sub broking activity/unregistered intermediary and/or shall not do any activity which may constitute indulging in sub-broking/ unregistered intermediary activities. In case Constituent is found to be indulged in any

such activity he/she/it shall be immediately debarred from trading.

10. The constituent further agrees that he/she/it will not be compensated by the Member Broker for any "lost opportunity" viz. notional profits for any reason including on buy/sell orders which could not be executed due to any reason whatsoever including but not limited due to time lag in the execution of the order or the speed at which the system of the Member Broker or of the Exchanges is operating, any shutting down by the Member Broker of his/her/its system for any reason or the Member Broker disabling the constituent from trading on its system for any reason whatsoever.
11. The Constituent is aware that the Member Broker may not permit orders which are larger than that specified by the Member Broker's risk management, by the Member Broker and is also aware that the Member Broker has the discretion to reject the execution of such orders based on its risk perception.
- 12.
- 12.1 The constituent agrees that the Member shall not be liable or responsible for non execution of the orders of the constituent due to any link system failure at the constituent/ Member/ exchange end.
- 12.2 The constituent agrees that any communication of orders in any form or manner whatsoever to the Member or by entering orders into a facility provided by the Member such as internet etc. neither implies orders' acceptance nor assures a trade from such orders and the constituent is also aware that any trade which may take place does not necessarily assure any delivery (ies) of commodities/ monies on account of such trades and the constituent hereby agrees not to hold Member responsible in any manner whatsoever in any circumstances.
- 12.3 The constituent agrees that any loss due to any erroneous order entry/erroneous order modification shall be entertained by the Member Broker only to the extent of insurance claim received.
13. The constituent agrees that all commodities, warehouse receipts, securities and or monies and or other property(ies) belonging to the constituent which are deposited and or submitted and or under the control or possession of the Member Broker and or its "Master Group" companies shall be subject to a general lien and /or set off, for discharge of any obligation or indebtedness, in any exchange/segment, in which constituent and or his/her/its family members/ group/associate company(ies)/firms/entities are/will be dealing with the Member Broker and or any of its "Master Group" Company(ies).
14. In enforcing the right of lien and /or set off, the Member Broker and or its "Master Group" companies shall have the sole discretion of determining the manner and time in which the commodities, warehouse receipts, securities and or monies and or assets are to be appropriated/ liquidated. The provisions of this clause shall apply notwithstanding any other agreement/right's and obligations to the contrary between the constituent and the Member Broker. Constituent, for the purpose of this



Signature of Client

clause, further authorizes Member Broker to receive and or issue cheque(s) from and or to its "Master Group" companies.

15.

15.1 For the purpose of this Agreement and or any other agreement(s)/right's and obligations:

'Family' shall mean and include, without limiting the meaning and scope of word 'Family', the spouse, all ascendants, descendants, brothers and sisters of Constituent and all members of Constituent's Hindu Undivided Family (HUF), all dependents of Constituent and their spouse and children and such other persons who live in the same household/residential address as that of Constituent including the relative(s) as defined in Sec 6 of the Companies Act 1956 and or all individual, companies, firms , entities and other persons as notified from time to time by the Constituent and or by the family member of the Constituent to the MEMBER BROKER and or to Master Group company(ies).

15.2 Group/Associate Companies/firms/entities; without limiting the meaning and scope of words 'Group/Associates companies /firms/entities'; shall mean and include all such companies/firms/entities which are either controlled by/or Control the Constituent and includes all companies/firms/entities which are under common control as that of the Constituent including those which control/are controlled by spouse of the Constituent.

15.3 Control; without limiting the meaning and scope of word control; shall include the meaning given to it under the Securities and Exchange Board Of India (Substantial Acquisition of Shares and Takeovers) Regulations, 1997 as amended and in force.

15.4 The "Master Group" company(ies) would mean and include Master Capital Services Limited, Master Portfolio Services Limited, Master Insurance Brokers Ltd. and or as the MEMBER BROKER and/or Master Group company(ies) may notify from time to time through electronic communication or otherwise.

16.

16.1 In order to facilitate operations, the Constituent authorizes the Member Broker to maintain running account of both of funds and commodities of the Constituent with the Member Broker, instead of settlement to settlement clearance of dues etc. to the Constituent. The Constituent has requested for the facility of maintaining running account, for both funds and deliveries of commodities, with member broker by way of specific request letter made in favour of member broker.

The constituent understands that by maintaining running account with member broker, constituent will be getting the due payment/deliveries of commodities from member broker on specific request for the same by the constituent. The Constituent understands that sometimes Constituent may be having credit balance in his/her/its account with Member Broker, Constituent agrees that no interest shall be payable on such amount as maintained with Member Broker. However, the Constituent may withdraw funds/deliveries of commodities from his/her/its Account by specific instruction in writing to the Member Broker. The Constituent agrees that the Member Broker shall not be liable for any claim for loss of profit or for

any consequential, incidental, special or exemplary damages, caused by retention of such deliveries/funds under this Agreement or otherwise. Also, the Constituent authorizes the Member Broker to keep the funds/deliveries, in his/her/its running account as margin against any other obligation for his / her/its transactions and/or the transactions of his / her/its family Member/ group/associate company(ies)/firms/entities with the Member Broker and or its "Master Group" companies.

16.2 The Constituent agrees that the Member Broker shall not be obliged to deliver any commodity(ies) or pay any money to the Constituent unless and until the same has been received by the Member Broker from the exchange, the clearing corporation / clearing house, warehouse or other company or entity liable to make the payment and or liable to deliver the commodity. Any short delivery of the commodity(ies) shall be dealt with as per the policy of the relevant exchange(s) and or as informed by the Member Broker from time to time.

16.3 The Constituent agrees and undertakes to return back any excess deliveries/funds/securities/ warehouse receipt ever transferred to his/her/its depository account(s)/Bank account(s) registered with the Member Broker and or other depository participant/Banks alongwith all corporate benefits, if any. Such excess transfer may take place on account of any reason including operational and technical errors.

17. 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.

18. This agreement can be altered, amended &/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in rules and regulations of FMC or bye-laws, rules and regulations of the relevant Exchange(s), government notifications, circulars issued by FMC that may be in force from time to time 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 constituent is aware that authentication technologies and strict security measures are required for internet trading through order routed system (ITORS) and undertakes to ensure that the password of the constituent and/or his authorized representative are not revealed to any third party.

20. The constituent understands that giving / taking delivery of underlying commodity(ies) to a contract is a very complex procedure and hereby agrees to square off / close out all open positions / contracts 5 (five) days prior to the date of expiry / settlement as declared by the Exchange, failing which the Member is authorised to do so and any losses/ profits from such close out/ square - off shall be to Constituent's account only.

However, where the constituent advises through written communication with confirmed receipt by the Member at least



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- 5 days prior to the last day of the expiry of the particular(s) contract that constituent wants to give/take delivery, The member may then elect not to square - off / close out open positions / contracts prior to date of expiry/ settlement declared by the exchange provided constituent makes available sufficient clear funds adequate for the full settlement price/value of the contract in the running account of the constituent with the member (5) five days prior to the date of settlement/expiry declared by the exchange.
21. The Constituent agrees that any Commodities/ warehouse receipts/securities and or funds placed/ deposited by him/her/it on any account with the Member Broker including as collateral/margin/permitted by the Constituent to be retained in running account etc. may in turn be placed/ pledged/ deposited by the Member Broker with the Exchanges or Banks or such other institutions as the Member Broker may deem fit for the purposes of raising funds, bank guarantees, FDR etc. or towards margin/collateral as also to meet shortfall in his/her/it's funds/delivery/pay in obligation/ auction or assignment of contracts or any other liability arising out of his/her/it's dealings with/through the Member Broker. The Constituent authorizes the Member Broker to do all such acts, deeds and things as may be necessary and expedient for placing such Commodities/ warehouse receipts/securities/funds with the Exchanges/ Banks/ Institutions as margin. Constituent further authorizes Member Broker to sell/liquidate these Commodities/ warehouse receipts/securities/funds at the time and manner of Member Broker's convenience, as and when deemed fit by Member Broker in its absolute discretion to meet any shortfalls in the Constituent's account or any other liability of Constituent, without any reference to Constituent.
22. The Constituent agrees and authorizes the Member Broker to determine the market value of Commodities/ warehouse receipts/securities and or other property(ies) placed as Margin after applying a haircut that the Member Broker may deem appropriate. The Constituent's positions are valued at the latest market price available ('mark to market') on a continuous basis by the Member Broker. The Constituent undertakes to monitor the adequacy of the collateral and the Market value of such collateral on a continuous basis. If due to any reason but not limited to price fluctuations, there is erosion/shortfall in the value of the margins(collateral), the Constituent agrees to replenish any shortfall in the value of the margins immediately, whether or not the Member Broker intimates such shortfall.
23. 23.1 The Member Broker may at its sole discretion prescribe the payment of margin in the form of funds, commodities and/or securities and or any other asset acceptable to member broker. The Constituent accepts to comply with the Member Broker's requirement of payment of Margin in the form of funds, commodities and or securities and or any other asset acceptable to member broker immediately failing which the Member Broker may sell, dispose, transfer or deal in any other manner the commodities/securities and or any other asset already placed with it as Margin or square off all or some of the positions of the Constituent as it deems fit in its discretion without further reference to the Constituent and any resultant or associated losses that may occur due to such square off / sale shall be borne by the Constituent, and the Member Broker is hereby fully indemnified and held harmless by the Constituent in this behalf.
- 23.2 In case the payment is made by the Constituent through a bank instrument, the Member Broker shall be at liberty to give the benefit/credit for the same only on the realization of the funds from the said bank instrument etc. at the absolute discretion of the Member Broker.
- 23.3 The constituent agrees that he/she/it shall make all the payments and or deliver the securities/commodities only in the name of Member Broker and the payment shall always be by way of account payee bank instruments like cheque/draft/RTGS etc. The constituent further agrees and undertakes that he/she/it shall not make any cash payment to the Member Brokers or to any person including Sub brokers, Authorised persons, representative, employee etc. of the Member Broker directly or indirectly . The constituent further agrees and undertakes that he/she/it shall not make any payment and or deliver any securities/commodities in any form to any person including representative, sub broker, authorized person and employee etc. of the Member Broker for any reason whatsoever. Member Broker shall not be responsible for any kind of loss/misappropriation on account of any kind of payment made and or securities/commodities delivered by the constituent being contrary to this clause. The Constituent indemnifies and shall keep indemnified the Member Broker from any claim/action/expenses/penalties /proceedings/ losses/damages etc. brought or commenced against Member Broker for any act of the constituent being contrary to this clause.
- 23.4 The Constituent shall ensure that all the payments including towards pay-in obligations/margin obligation etc. in favor of Member Broker are issued from the bank account of the Constituents and no third party cheques are issued or lodged into bank account of Member Broker. For the purpose of this Agreement/or any other Agreement(s)/Right's and Obligations, "cheque(s)" would mean and include cheques, drafts, banker's cheques and or bank transfers/RTGS/NEFT in any other mode". In case of any such third party cheque is received/lodged and or used for the obligation of the Constituent, and the Constituent does not inform the same to the Member Broker in writing to corporate office and via electronic mail to helpdesk@myvaluetrade.com within 24 hours from the delivery/display of the statements of accounts, data etc. to the constituent's by electronic communication or otherwise, then it shall be presumed that the Constituent has made the payment to the Member Broker by way of a cheque from third party with the full authority and consent of the third party and in case any dispute and liability arises because of third party cheque/credit having been used by the Constituent , he/she/it shall be solely liable for all the consequences thereof including any criminal liability. The Constituent hereby indemnifies and shall keep indemnified Member Broker for and against any loss/claim,



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- liability, action etc. including any criminal liability arising out of such act/negligence of Constituent directly or indirectly.
24. The Constituent agrees to use, such facilities / arrangement with banks /depository participants for making or receiving payment of funds / monies/commodities and/or securities/commodities as may be prescribed by the Member Broker in its absolute discretion including but not limited to online or offline facilities of one or more banks or depositories and Constituent hereby agrees not to hold the Member Broker responsible for any losses or damage which may be suffered by the Constituent by use of any such prescribed facilities.
25. Any reference in these terms of sale or transfer of Commodities/securities and or any other asset by the Member Broker shall be deemed to include sale or transfer of all the securities/commodities and or any other asset lying with MEMBER BROKER for any reason/account including which form the part of the Margin maintained by the Constituent with the Member Broker. In exercise of the Member Broker's right to sell or transfer Commodities/securities and or any other asset under this Agreement, the Constituent agrees that the choice of specific Commodities/securities and or any other asset to be sold or transferred shall be solely at the Member Broker's discretion.
26. Notwithstanding anything stated above, the Constituent is responsible for all orders, including any orders that may be executed without the required Margin in the Constituent's account. If the Constituent's order is executed despite a shortfall in the available Margin, the Constituent shall, whether or not the Member Broker intimates such shortfall in margin to the Constituent, instantaneously make up the shortfall either through delivery of securities/commodities or credit the required funds in the bank account via EFT (Electronic Fund Transfer) including Electronic Payment Gateway or personal cheque or Banker's cheque or draft. The constituent agrees to have disclaimed and waived of any right to disown the transactions /orders executed by the member broker under the plea that same were executed without adequate margin.
27. Without prejudice to the Member Broker's other rights including the right to refer the matter to Arbitration, if payment / securities/warehouse receipt/commodities towards the Margin and or shortfall in Margin and or any other payment obligation of the Constituent and or his/her/its family member(s)/Group/Associate Companies/Firms/Entities towards the MEMBER BROKER and or its "Master Group" companies is not received instantaneously to enable restoration of sufficient Margin/balances in the Constituent's account and or in the account of his/her/its family Member(s) //Group/Associate Companies/Firms/Entities with the MEMBER BROKER and or its "Master Group" companies, all or some of the positions of the Constituent as well as the Collaterals placed as Margin or otherwise with Member Broker may be liquidated by the Member Broker at its sole discretion, without any reference or prior notice to the Constituent. The resultant or associated losses that may occur due to such squaring off and or sale of Collaterals placed as Margin shall be borne by the Constituent, and the Member Broker is hereby fully indemnified and held harmless by the Constituent in this regard. Such liquidation and or close out of such Collaterals placed as Margin/positions shall apply to any segment/exchange in which the Constituent does business with the Member Broker.
- 27.2 The Constituent authorizes the Member Broker to deliver/adjust collaterals, deposited with the Member Broker on any account including in Margin account, against his/her/its sale and or his/her/its family Member's/Group/ Associate Companies/Firms/Entities' sale in the relevant segment of the relevant Exchange(s) through Member Broker and or its "Master Group" companies directly to the Member Broker's Pool account and or directly to the pool account of its "Master Group" companies for pay-in of securities/ commodities to the relevant exchange(s) on his/her/its behalf and or on behalf of his/her/its family member// Group/Associate Companies/Firms/Entities and vice versa.
28. Notwithstanding anything stated above all the communications including relating to orders, margin, maintenance calls and other similar matters by the Member Broker to the Constituent may be communicated orally or by the usual business practices generally followed and or as agreed between the parties, either expressly or impliedly.
29. Constituent agrees that notwithstanding any thing stated herein, the responsibility to manage constituent's open positions/ contracts shall be of the constituent alone. Constituent agrees and understand that member may not square off / close any or all open positions/ contracts of the constituent notwithstanding that, the constituent has not given written advise that constituent desires a delivery to be given / taken &/or constituent's advise is not supported by required clear funds &/or the margin or other payments required for any open positions/ contracts are not made available by the constituent. In such circumstances constituent agrees to give &/or take the delivery as per contract specifications with attendant costs and expenses or in the alternative pay penalty if permitted under the procedures (including but not limited to exchange byelaws and regulations etc) and losses / profits there form shall be entirely to constituent's account.
30. Payment of margins by the constituent does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the constituent may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
31. The Constituent is aware that the Member Broker may tape-record the conversations between the Constituent and the Member Broker, either personally or over the telephone, and hereby specifically permits the Member Broker to do so. Such recordings may be relied upon by the Member Broker as and when required to resolve disputes in connection with all matter but not limited to the trading transactions.
32. The Constituent shall, at all time, be liable to pay Member Broker all relevant charges and fees apart from brokerage, exchange related charges, commissions, statutory charges



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such as service tax and other taxes and transaction expenses as per schedule annexed to this agreement and or notified by Member Broker on the website(s) and or sent by electronic communication and or sent by any other mode from time to time and in the event of default of payment of any of the above mentioned charges, without prejudice to the other rights of the MEMBER BROKER, Member Broker shall levy interest at rates as may be applicable from time to time based on the discretion of the Member Broker which shall be binding on the Constituent.

33. Notwithstanding anything contained in this Agreement, any amounts which are overdue from the Constituent and or his/her/its family) / Group / Associate Companies/Firms/ Entities on account of any reason to the Member Broker's and or "Master Group" company (ies), without prejudice to the other rights of the Member Broker, the constituent will be charged with delayed payment charges at the rate of 2.0% per month or such other rates as may be determined by the Member Broker. The Constituent hereby authorizes the Member Broker to directly debit the same to the account of the Constituent on daily product basis.

34.

34.1 The Constituent agrees and authorizes MEMBER BROKER to issue the contract notes, trade confirmations of the trades executed, bills and account statements or such other data, documents, notices, circulars, amendments to this agreement/right's and obligations etc., including obligatory statements/documents to be sent to the Constituent related to his/her/its trading account with the MEMBER BROKER, in digital format by electronic communications, with the possible exception of graphic insertions. For the purpose of this agreement and/or any other agreement(s)/right's and obligations etc., such electronic communication shall be in the form of email and or email attachment including auto replies from the system of MEMBER BROKER and/or posted only on the relevant section of the website(s) and/or in the form of download available on the websites www.mastertrust.co.in and/or any other website as may be intimated by the member broker from time to time as part of the back office services or otherwise. Website(s) for this purpose would also include sub pages, links, forms, applets etc. of the herein stated website(s). Every document, data etc. so sent shall contain all information including as is mandated by the concerned authority.

34.2 MEMBER BROKER would upload the digitally generated above referred documents/data etc. on the above referred website(s) and/or send by e-mail to the designated email id(s) of the Constituent and the same shall immediately on uploading be deemed to have been delivered to the Constituent. The Constituent specifically agrees that MEMBER BROKER fulfills it's obligation to deliver to the Constituent any such document/data etc. if sent via electronic communication. The Constituent understands and agrees that it is his /her/ it's responsibility/ obligation to review regularly and or upon first receipt, all confirmations, statements, notices, contract notes, bills and other communications sent by electronic communication or otherwise. All information contained therein shall be binding upon the Constituent, if the Constituent does

not object, either in writing by registered A.D. addressed & sent to the MEMBER BROKER's Integrated Back Office at C-56, Sector 63, Noida-201301 (U.P.) and via electronic mail to helpdesk@myvaluetrade.com, within 24 hrs after any such document is sent to the Constituent by the MEMBER BROKER. The Constituent shall approach MEMBER BROKER within 24 hrs from the delivery/display of the above data /documents etc. intimating any inability to access or download of the above data, documents etc. failing which it shall be deemed to be the due delivery and acceptance of the data, document, data etc. sent to the Constituent via electronic mail/displayed by MEMBER BROKER on the website of the Member Broker. In all cases, MEMBER BROKER reserves the right to determine the validity of Constituent's objection to the transaction. While the above referred documents/data etc. made available to the Constituent via electronic communication would be the original documents/data delivered to the Constituent. However, a physical copy of the digitally delivered contract note and/or above referred documents may be issued by the office/officers of MEMBER BROKER upon his/her/it's specific request in writing. The Constituent agrees that such copies are only a copy of the validly delivered contract notes, data, documents etc. The Constituent agrees to verify the contents of the physical contract note so obtained with that of digital contract note delivered to the Constituent on his/her/its designated email id(s) and any discrepancy (ies) will be brought to the notice of MEMBER BROKER immediately. The MEMBER BROKER may, at its absolute discretion, send a hard copy of the above referred documents to the Constituent which shall be deemed to be duplicate copy of the electronically delivered documents. Constituent agrees to keep MEMBER BROKER, its directors, its employees, indemnified against any discrepancy, arising out of any reason, at all the times. The Constituent agrees that MEMBER BROKER will not be responsible for non-receipt of documents/data etc. sent via electronic delivery due to any reason but not limited to change in email address of the Constituent or correspondence address. The Constituent also agrees that MEMBER BROKER shall not take cognizance of out-of-office/out-of-station auto replies. The Constituent shall deemed to have received such electronic communications immediately upon the Member's sending of the electronic communications and specifically in case of email communication, non receipt of bounced mail notification from any one of the email addresses of the Constituent as referred in this clause hereinafter with the MEMBER BROKER, shall amount to valid delivery.

34.3 The email id(s) provided by the Constituent in the KYC form and or in the authority letter for the ECN shall be deemed to be the designated email id(s) of the Constituent for all the communications to be sent by the MEMBER BROKER to the Constituent. The delivery of the above referred ECN, data, documents etc. to any of the designated email id(s) as referred to above shall be deemed to be a valid delivery. The Constituent further agrees not to hold the MEMBER BROKER responsible



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for late/nonreceipt of above referred documents etc. sent in electronic form and/or any other communication for any reason but not limited to failure of servers, loss of connectivity, email in transit etc. The Constituent agrees that the log reports of MEMBER BROKER's dispatching software shall be conclusive proof of dispatch of contract notes and /or all the above referred documents etc. to him/her/it and such dispatch shall be deemed to mean receipt by him/her/it and shall not be disputed by him/her/it on account of any non-receipt/delayed receipt for any reason whatsoever, non-receipt of bounced mail notification shall amount to valid delivery.

34.4 The Constituent shall send a written request by registered A.D at C-56, Sector 63 Noida-201301 (U.P.) for updation/modification of email Id(s) in the MEMBER BROKER's record. However, all the data/documents etc. as referred above sent by electronic communication as referred above shall be deemed to be received by the Constituent on the existing email id(s) of the Constituent till the updation of the email id(s) so sent for updation.

34.5 Notwithstanding anything stated above, the member broker shall send Electronic Contract Note (ECN) on designated email address(s) of the Constituent. MEMBER BROKER shall also make available ECN downloadable at the Member's website(s) through the back office login. This would enable the Constituents to view their contract notes, data, documents etc. through back office software for which the login and password is issued to the Constituent by the MEMBER BROKER.

34.6 The Constituent accepts full responsibility for the monitoring and safeguarding of his/her/it's account. The Constituent shall notify MEMBER BROKER in writing, delivered via- designated e mail address and Registered post within 24 hours of him/her/it becoming aware of any inaccurate /erroneous information/entry in the account balances, documents, transaction history etc. If the Constituent fails to notify MEMBER BROKER immediately upon the receipt by him/her/its when any of the above occur, neither MEMBER BROKER nor any of its officers, directors, employees, agents, affiliates or subsidiaries can or will have any responsibility or obligation towards the Constituent or to any other person whose claim may arise for any reason including but not limited to claims arising with respect to the handling, mishandling or any loss including of any order/payment. Under no circumstances, including negligence, shall MEMBER BROKER or anyone involved in creating, producing, delivering or managing MEMBER BROKER's services be liable for any direct, indirect, incidental, special or consequential damage that result from the use of or inability to use the service. However, the Constituent hereby indemnifies and shall keep indemnified the MEMBER BROKER for and against any loss/claim/liability/cost etc arising out of such in accurate/ erroneous information/entry in the account balances, documents etc.

34.7 Terms and conditions of back office service are as under:

- a. MEMBER BROKER shall provide initial password and login for the back office login & password for the purposes as stated above.
- b. 'Back office' or 'Back office Service' for this purpose shall

mean and include access provided on MEMBER BROKER's above referred website(s) from time to time to the Constituent to access the above referred documents, data etc.

- c. The initial password sent by MEMBER BROKER should only be used for the first login. The Constituent agrees and undertakes to immediately reset his/her/it's password(s) upon the first login. MEMBER BROKER shall not be responsible to retrieve the password. Constituent will have to make a request for creating a new password or reset the password himself/herself/itself on the website or use other means of communication(s) such as SMS from registered mobile phone which allows authenticated password resets.
- d. The Constituent shall be solely responsible for keeping the password(s) confidential and secure and shall be solely responsible for all transactions done by any person whatsoever through the Constituent's back office login.
- e. The Constituent shall log off from back office service, whenever he/she/it is not accessing or using the service. Any liability incurred to the Constituent as a consequence of the Constituent not logging off the service shall be borne solely by the Constituent.
- f. The Constituent shall, within 24 hours on his/her/it becoming aware, notify MEMBER BROKER in writing with full details if:
 - He/she/it discovers or suspects, unauthorized access through his/her/its password
 - or
 - Notice discrepancies that might be attributable to unauthorized access or
 - Forgets password or
 - Discovers a security flaw in the back-office service

In any of the above events specified, the Constituent shall immediately change his/her/its password. However, if the Constituent is unable to change his/her/it's password due to any reason including of his/her/its having forgotten his/her/its password or his/her/its password having been unauthorisedly changed by some other person or for any other reason then the Constituent shall immediately request MEMBER BROKER in writing and follow the instructions given by MEMBER BROKER. MEMBER BROKER shall not be liable for any loss, whether notional or actual, that may be suffered by the Constituent on account of the misuse of the password at any point of time. The Constituent declares that he/she/it has fully read and understood the terms and conditions of back office service and agrees to abide by all the terms and conditions mentioned above.

34.8 The MEMBER BROKER's record of the trades/ transactions etc. shall be accepted as conclusive and binding on the Constituent for all purposes.

34.9 MEMBER BROKER shall deliver to the Constituent password through a registered post/courier/UPC, which may form the part of welcome letter or any other communication including



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but not limited to email/voice mail/SMS/Fax sent by MEMBER BROKER to the Constituent.

- 34.10 The Constituent is responsible, at his/her/its cost, for installing, operating, updating, changing and maintaining the communication equipment, but not limited to personal computers and modems, software, tools, telephone or alternative service required at the Constituent's end and connectivity required for using and accessing the website, back office, ITORS (internet based trading) services, email account(s) , electronic contract notes , or any other document etc. as may be sent from time to time by the MEMBER BROKER whether required by law or not, send orders and or receive confirmations etc. to the trading system of the MEMBER BROKER or for any other related services/facilities provided by the MEMBER BROKER. The MEMBER BROKER will not and shall not be under any obligation to assist the Constituent in operating, installing and / or maintaining any such communication equipment/ infrastructure or obtaining any permits, clearances etc for establishing connectivity or linkages to the website(s)/ trading software/trading system of the MEMBER BROKER. Such installation/operation/ maintenance/ changes may involve disruption in trading/communication of orders and may even lead to losses and the Constituent hereby unconditionally and absolutely agrees not to hold the MEMBER BROKER responsible on any account.
35. The Constituent agrees that the Member Broker may provide facility to the constituent for updation via electronic communication of Constituent's information in the constituent Registration form of this Agreement and or any other details provided by the constituent to the Member Broker. Such electronic communication may be via designated and or additional email id or via a secured user name/login and password. Such user name/login and password may be same as under Member Constituent Communication of this Agreement or as under ITORS services clause made available by the Member Broker or any other login/User id and password as the Member Broker may inform from time to time. Any updations in the Constituent's details through electronic communication or otherwise shall be deemed to be valid updations. Any changes which take place without the knowledge of the Constituent for any reason including but not limited to error in entry/modification, unauthorized access etc shall be binding on the Constituent and shall be the sole responsibility of the Constituent. Such changes shall take effect as per the terms and conditions as specified from time to time by the Member Broker via electronic communication or otherwise.
36. The Constituent hereby authorizes the Member Broker in its absolute discretion to maintain records/ books of accounts for the Constituent separately or collectively for different exchanges / segments of the exchanges &/or any other service which the Constituent may be availing such as Advisory Services/Depository Services etc.
37. Code of conduct to be maintained for using the website(s) of the MEMBER BROKER: The CONSTITUENT agrees not to:
- 37.1 Modify, copy, distribute, transmit, display, publish, license, create derivative works from, transfer or sell any information, designs, logos, trademarks, software, facilities, products or services obtained on or through the website(s) ,except as permitted by the copyright owner or other right holder thereof.
- 37.2 Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, and offensive or otherwise objectionable information or statement of any kind including without limitation any information or statement constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local, state national, foreign or other law.
- 37.3 Post or transmit any advertisement, solicitations, chain letters, pyramid schemes investments opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by the MEMBER BROKER) or engage in spamming or flooding.
- 37.4 Post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component.
- 37.5 Post, publish, transmit, reproduce, or in any way exploit any information, software or other material obtained from or through the website(s) for commercial purpose (other than as expressly permitted by the Member Broker and or provider of such information , software or other material).
- 37.6 Post, publish, transmit, reproduce, or in any way exploit any information, software or other material obtained on or through the website(s) which is protected by copyright or other proprietary right, or derivative works with respect thereto , except as permitted by the copyright owner or Member Broker or other right holder thereof.
- 37.7 Upload , post , publish, reproduce , transmit or distribute in any way any component of the website(s)(s) itself or derivative works with respect thereto, except as permitted by the MEMBER BROKER or the copyright owner or other right holder thereof. The MEMBER BROKER being copyright under the relevant laws.
- 37.8 Attempt to decompile or reverse engineer any of the software available on the website(s) and/or provided by the MEMBER BROKER.
- 37.9 Make any attempt to hack into the website(s) or otherwise attempt to subvert any firewall or other security measure of the website(s) and on becoming aware of any shortcoming in the security on the website(s) he/she/it shall forthwith inform MEMBER BROKER of the same in writing.
- 37.10 Use any software provided on, by or through the website(s)/ of the MEMBER BROKER except for the purposes for which it has been provided to the constituent and for no other purpose.
38. Quotes, research information, historical information and other content on the website(s) is provided by various third party service providers from time to time. Daily updates are subject to receipt from the respective third party data contributors. The latest quotes in are subject to market fluctuations and will be subject to a delay. Market quotes and other information on the



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website(s), as well as reference materials or links to other sites, are for general informational purposes only, and are not intended to be relied upon for transactional or other purposes. Neither the MEMBER BROKER nor any of its data or content providers shall be liable for any errors or delays in the content, or for any actions taken or omitted to be taken in reliance thereon. Opinions expressed in any information contained on the website(s) are not indication of prospective rating/grading. Any rating awarded by the content providers, Affiliate Partners, Service Providers, the MEMBER BROKER or website(s), should not be treated as a recommendation to buy/sell hold any Commodity/Contract. The constituent shall rely exclusively on his/her/its best judgment in respect thereof.

39. The Constituent hereby agrees to use the facilities, data and information which is provided by the Member Broker or which may become available to the Constituent as a result of Constituent's relationship with the Member Broker purely for permitted purposes and only for personal use and agrees never to disseminate any information or data for any specifically authorized for this purpose by the Member Broker, the responsibility to ascertain which shall be of the Constituent alone.

40. Research/Trading recommendation: The Constituent understands that the Member Broker may produce fundamental and trading research/ notes / trading calls / technical calls, particularly on companies, industry, stock markets, commodity markets and economy from time to time (collectively hereinafter referred to as "material"). The Constituent hereby requests the Member Broker to provide him/her/it with the material through email or by access to the website(s) of Member Broker or through SMS or any other mode on a voluntary basis. By agreeing to receive such material, the Constituent is aware that this material provided to him/her/it is only for his/her/its personal information and he/she/it undertakes that the same shall not be reproduced or redistributed to any other person. The Constituent understands that this material is not an offer or the solicitation of an offer to buy/sell any securities/commodities/ contracts. By sending this material on his/her/its request, Member BROKER or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, consequential, as also any loss of profit in any way arising from the use of this material in any manner. The Constituent is aware that the investments discussed in this material may not be suitable for all investors. He/she/it shall, therefore, before dealing and/or transacting in any of the products referred to in this material, make his/her/its own investigation, seek appropriate professional advice. The Constituent alone shall be fully responsible/liable for his/her/its investments/ disinvestments on the basis of this material.

The Constituent also agrees that Member Broker may discontinue providing such material to him/her/it and that it would have no responsibility to update any information provided to the Constituent nor does it represent that the information provided in the material is complete. Further by providing such material Member Broker is not acting as

his/her/its portfolio or financial adviser nor does it assumes any fiduciary duties.

41. The Constituent understands that the Member Broker may at any time, at its discretion and without prior notice to the Constituent, prohibit or restrict the Constituent's access to the use of the web site or any Services offered by the Member Broker under this agreement/right's and obligations and not limited to the Constituent's ability to trade. The Member Broker may terminate the Constituent's account at any time for any reason and without prior notice to the Constituent. The Constituent will bear any loss that he / she / it may be faced with due to inability to execute further trades on account of such restriction. The closing of an account will not affect the rights and / or obligations of either the Member Broker or the Constituent incurred prior to the date the account is closed.

42. The constituent agrees that it is the sole responsibility of the constituent to ensure timely availability of funds / commodities in designated form and manner at designated time and place in designated account, for meeting his / her / its pay in obligation. The Member shall not be responsible for any claim /loss / damage arising out of non availability / shortage of funds / commodities in the constituent's account for meeting the pay in obligation of either funds, or commodities. If the constituent gives orders / trades in the anticipation of the required funds / commodities etc being available subsequently for pay in through anticipated payout from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of commodities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or Member level/non release of margin by the Member etc., the losses which may occur to the constituent as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the constituent and the constituent agrees not to hold the Member responsible for the same in any form or manner whatsoever.

43. Constituent agrees that constituent may be required to have its duly authorised agent to carry the work for effecting / taking the deliveries, if they do arise. Constituent agrees that if constituent fails to advise the Member at least 5 (five) days in advance of any delivery receipt transfer out, in writing the details of the agent who shall undertake the relevant activities for and on behalf of the constituent, the member shall stand authorised to appoint an agent on constituent's behalf. Constituent agrees not to hold member responsible for any acts of omission / commission or deficiencies in the services of the person who is appointed as agent for and on behalf of the constituent by the member. Constituent agrees that such agent appointed by member shall be constituent's direct agent and not a sub-agent and constituent shall be directly responsible for all acts of omission and commission of the agent appointed for and on behalf of the constituent by the member. Constituent agrees never to call into question any of the acts of agent



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appointed by member and agrees to bear any & all losses which may occur on account of action taken / omitted by said agent. Constituent agrees that all charges, cost, levies and taxes etc associated with or incidental to the deliveries including cost/fee/ charges of agent appointed for and on behalf of the constituent by the member shall be fully borne by constituent alone.

44. Constituent undertakes to indemnify the Member Broker for any penalty/ charges which might be levied by any regulator i.e. FMC/Exchange for non-adherence by the Constituent with any rules/regulations/ circulars/instructions etc. issued by such regulator.
45. The MEMBER BROKER shall not liable for any inaccuracy, error, false statement , misrepresentation or fraud committed by any sales or other associates /third parties engaged by the MEMBER BROKER to promote the services offered by it. The CONSTITUENT agrees that he/she/it places no reliance on such persons and will exercise due care and diligence in relying on any statements made any persons.
46. The Constituent hereby agrees to hold the Member Broker continuously harmless and indemnified against any claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned for any reason including but not limited on account of this agreement /Right's and Obligations &/or having dealt with/for the Constituent and or due to breach of any of the Constituent's obligation under this Agreement/Right's and Obligations.
47. Under no circumstances shall the Member Broker or anyone involved in creating, producing, delivering or managing the Member Broker's services be liable for any direct, incidental, special or consequential damages that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breach of any warranty or due to any fraud committed by any person whether in the employment of the Member Broker or otherwise.
48. If any of the term(s)/ clause(s) or part of any term/ clause of this agreement, is/are held to be contravention of /in conflict with any of the provision(s)/clause(s) in mandatory documents, as also the Rules, Regulations, Articles, Byelaws, circulars, directives, notices and guidelines and issued by the Regulator and Exchange(s) or held invalid or unenforceable by reason of any law, rule, administrative order or judicial decisions by any court, or regulatory or self-regulatory agency or body, such contravening term(s)/clause(s) or part of term/clause of this agreement shall be null & void. The validity of the remaining term(s)/clause(s), however, shall not be affected thereby and these term(s)/clause(s) shall be carried out as if any such contravening/invalid/ unenforceable terms(s)/ clause(s) or part of such term/clause were not contained herein.
- 49.
- 49.1 The Constituent hereby declares that all information which has been provided, is being provided and which shall be provided by the Constituent to the Member Broker or any service provider

under this Agreement or in relation thereof or as consequences thereof, is and shall always be true to the best of information and knowledge of the Constituent and if any losses or damages occur to the Member Broker or any service provider because of the information provided by the Constituent being inaccurate, insufficient, fraudulent etc. the Constituent shall be solely responsible for any and all consequences including damages which may be suffered by the Member Broker / service provider either directly or indirectly against which the Constituent hereby agrees to indemnify the Member Broker / service provider and agrees to hold the Member Broker and/or any & all service providers absolutely harmless and to pay on demand any sums which may be demanded by the Member Broker or any service provider on account of such damages or losses as may be suffered or are likely to be suffered by them.

- 49.2 The CONSTITUENT hereby agrees and authorizes the MEMBER BROKER and or its Master Group companies and their agents to disclose, use, exchange, share or part with all information, data or documents relating to his/her/its account and transaction to other "Master Group" companies /Banks/Financial Institution/Credit Bureaus /agencies/Statutory Bodies/such other persons as the MEMBER BROKER and or its "Master Group" Companies may deem necessary and/or appropriate and as may be required for use or processing of the said information/data etc. by such person/s or furnishing of the processed information/data /products etc. thereof to other group/associates companies Banks/Financial Institutions/credit providers/agencies/users registered with such persons and he/she/it shall not hold THE MEMBER BROKER/its "Master Group" companies and other persons to whom such information etc. is disclosed liable for the disclosure or use of such information etc.
50. The CONSTITUENT understands and agrees that certain details provided in their trading/backoffice account etc. would not be on a real time basis. The CONSTITUENT further understands and agrees that such details would be updated by the MEMBER BROKER/ its "Master Group" companies on best efforts basis within reasonable time He/She/it shall not hold the MEMBER BROKER and or its "Master Group" companies responsible for any possible mismatches in the real time data and data as reflecting on the website(s) during the period the updations are not effected.
51. The CONSTITUENT agrees that he/she/it will complete further applications for specific products/services made available by the MEMBER BROKER /its "Master Group" companies, as prescribed from time to time, and that such further applications shall be regarded as an integral part of this application (and vice versa), and that unless otherwise disclosed in such further forms as prescribed , the particulars and information set forth herein this Agreement as well as the documents referred or provided herewith are true , correct , complete and up-to-date in all respects. Such further applications will require in corporation of the application Form No, and /or such details as



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- the MEMBER BROKER may prescribe to facilitate data management. The Constituent agrees and authorizes MEMBER BROKER /its "Master Group" companies etc. to use the information provided in this Agreement for any other forms etc. of the MEMBER BROKER/its "Master Group" companies.
52. The CONSTITUENT agrees that he/she/it does not have any objection to the MEMBER BROKER, its "Master Group" companies, agents /representative to provide him/her/it information on various products, offers and services provided by the MEMBER BROKER /its "Master Group" companies through any mode not limited to telephone calls/SMSs/emails and authorize the MEMBER BROKER, its "Master Group", agents representative for the above purpose.
53. The Constituent hereby authorises the Member Broker to take all such steps on the Constituent's behalf as may be required or advisable in the Member Broker's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with the Member Broker or executed by the Member Broker on behalf of the Constituent. However, nothing contained herein shall oblige the Member Broker to take such steps.
54. The MEMBER BROKER shall provide its services on the best efforts basis. However the MEMBER BROKER shall not be liable for any failure or any loss, damages or other costs arising in any way out of:
- i. System failure including failure of ancillary or associated systems, or fluctuation of power, or other acts of God/Force majeure; or
 - ii. Accident, transportation, neglect, misuse , errors, frauds of the CONSTITUENT or agents or any third party, or;
 - iii. Any fault in any attachments or associated equipments of the CONSTITUENT or;
 - iv. Any incidental, special or consequential damages including without limitation of loss of profit.
55. The MEMBER BROKER offers and or may offer the "Internet Based Trading through Order Routing System" ("ITORS") services or internet trading to the Constituent.
- The Constituent availing the same for purchasing, selling or otherwise dealing in securities/derivatives/ contracts/other instruments etc., further agrees to the hereinafter mentioned provisions of this clause in addition to all other clauses stated in this Agreement/and other agreements/right's and obligations :-
- 55.1 The Constituent will be entitled to a username and Password, which would enable him/her/it to access the MEMBER BROKER's ITORS for availing such services. MEMBER BROKER's ITORS shall mean and include the website hosted by the MEMBER BROKER on the internet and or online trading software through which the MEMBER BROKER offers the online trading including but not limited to the hardware and software used for hosting and supporting the website and or the online trading software.
- 55.2 The Constituent is aware that the MEMBER BROKER's ITORS generates the initial password and the MEMBER BROKER is aware of the same. The Constituent agrees and undertakes to immediately change his/her/its password upon receipt thereof.
- The Constituent acknowledges that subsequent passwords are not known or available to the MEMBER BROKER.
- 55.3 The Constituent shall be solely responsible for keeping the user name and passwords confidential and fully secured and the Constituent shall be fully responsible for all orders entered and transactions done by any person whatsoever through the MEMBER BROKER's ITORS using the Constituent's User name and/or password whether or not such person was authorized to do so.
- 55.4 The Constituent shall immediately inform the MEMBER BROKER of any unauthorized use of the Constituent's Username and/or password with full details of such unauthorized use.
- 55.5 The Constituent acknowledges that he/she/it is fully aware and understands the risks associated with availing the Internet Based Trading facility through the MEMBER BROKER's ITORS over the internet including the risk of misuse and unauthorized use of his/her/its username and/or passwords by any third party. Constituent also acknowledges that he/she/it understands and is aware about the risk of a person hacking into the Constituent's account on the MEMBER BROKER's ITORS or unauthorisedly routing orders on behalf of the Constituent through the MEMBER BROKER's ITORS. The Constituent agrees that he/she/it shall be fully liable and responsible for any unauthorized use or misuse of his/her/its username and/or password and also for any acts by any person through the MEMBER BROKER's ITORS in the Constituent name in any manner whatsoever.
- 55.6 The CONSTITUENT is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, system, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the MEMBER BROKER's ITORS Service may at any time be unavailable without further notice. The MEMBER BROKER and the Exchange do not make any representation or warranty that the MEMBER BROKER's ITORS Service will be available to the CONSTITUENT at all times without any interruption. The CONSTITUENT agrees that he/she/it shall not have any claim against the Exchange or the MEMBER BROKER on account of any suspension, interruption, non-availability or malfunctioning of the MEMBER BROKER's ITORS System or Service or the Exchange's Service or system for any reason whatsoever.
- 55.7 The Constituent shall log off from the MEMBER BROKER's ITORS at any time the Constituent is not accessing / using the service and any liability incurred to the Constituent as a consequence of the Constituent not logging off the service shall be borne by the Constituent.
- 55.8 The Constituent shall immediately notify the MEMBER BROKER in writing, delivered via, designated e-mail and Registered AD, if the Constituent becomes aware of any loss, theft, unauthorized use of the Constituent's Security code(s) and account number, security flaw in the ITORS system or any



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failure by the Constituent to receive accurate confirmation of an execution including the contract note for the same or any receipt by the Constituent of confirmation of an order and / or execution which the Constituent did not place, or any inaccurate information in the Constituent's account balances, securities positions, or transaction history. In the case where the Constituent notifies such loss, theft or unauthorized use of the Constituent's Security code(s), password and account number, security flaw, inaccurate information etc. to the MEMBER BROKER, the MEMBER BROKER shall suspend the use of the account of the Constituent. However the Constituent shall be responsible and liable for all transactions that are carried out by the Constituent's login & password. When any of the above circumstances occur, neither the MEMBER BROKER nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Constituent or to any other person whose claim may arise through the Constituent with respect to any of the circumstances described above.

55.9 Online confirmation will be available to the Constituent upon execution or cancellation of an order placed by him/her/it through the MEMBER BROKER's ITORS system. This shall be followed by a confirmation, which may be sent by postal mail and or via electronic communication (as referred under the clause no. 35). It is the responsibility of the Constituent to review upon first receipt, whether delivered to him/her/it online or otherwise, all confirmations or cancellations.

55.10 The CONSTITUENT is aware that authentication technologies and strict security measures are required for internet trading through order routed system and undertakes to ensure that the password of the Constituent and / or his/her/its authorized representative are not revealed to any third party.

56. The Member Broker shall not be liable for any loss whatsoever whether notional or actual suffered by the Constituent on account of any misuse of the passwords and or due to postal delays or non-receipt of Username and or password dispatched to the constituent.

57. The Constituent Confirms and agrees that he/she/it will be the sole authorized user of the Username(s)/login(s), Password(s), Customer User Identification Number(UIN), Telephone Personal Identification Number (TIN) or any other identification or security code (by whatever name called) to be given to him/her/it by the Member Broker to access Member Broker system and or service(s) through Member Broker's web site, internet, over the telephone or in such other manner as may be permitted by the Member Broker for availing of the services. The Constituent accepts sole responsibility for use, confidentiality and protection of the Username(s)/Login(s), Passwords, UIN, TIN or other security code(s) as may be issued by the Member Broker to the Constituent from time to time (referred to as "Security Codes" for the purpose of this Agreement/or any other Agreement(s)/Right's and Obligations as well as for all orders and information changes entered into the Constituent's account using such security code(s). The Constituent shall ensure that such security code(s) is / are not revealed to any third party or recorded in any written or electronic form. If the Constituent forgets the security code(s),

a request for change of such Security Code(s) should be sent to the Member Broker in writing, delivered via additional email ID and or via registered AD post. On receipt of such a request, the Member Broker shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the Constituent which shall be communicated to the Constituent. However, the Constituent shall be responsible and liable for all transactions that are carried out by the use of the old Security code (s). Neither the Member Broker nor any of its officers, directors, employees, agents, affiliates or "Master Group" companies will have any responsibility or liability to the Constituent or to any other person whose claim may arise with respect to any of the circumstances described above.

58. Any order entered using the Constituent's security code(s) either through the web site on internet or through telephone or otherwise is deemed to be that of the Constituent. If third parties gain access to the Member's services through the use of the Constituent's security code(s), the Constituent shall be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Constituent. The use and storage of any information including, without limitation, the Password, Portfolio information, transaction activity, account balances and any other information or orders on the Constituent's personal computer is at the Constituents own risk and is the Constituent's sole responsibility.

59. The Constituent agrees that the Member Broker shall not be liable or responsible for non execution of the orders of the CONSTITUENT due to any link system failure at the CONSTITUENT/MEMBER BROKER /EXCHANGE end. The Constituent further agrees that although the orders are generally routed to the Exchange's computer systems within a few seconds, the Member Broker shall not be liable for any delay in execution of any order or for any resultant loss on account of the delay. Constituent understands that for performing the acts contemplated under this relationship /agreement/right's and obligations MEMBER BROKER has to use software and hardwares /machines etc. Constituent understands that as regard to trading, the software/ programmes of stock exchanges are used with additional software permitted by stock exchange such as (without limitation and as illustration) ODIN, NEST etc. While stock exchanges take all care, have full proof software/programmes and additional software/ programmes such as ODIN , NEST etc. are pre-approved by stock exchanges, no warranty /guarantee is taken either by the vendors/suppliers of any these softwares/ programmes of their fullproof/glitch/bug free performance always. Their operations can also be effected due to software viruses etc. which may interalia lead to disruption in trading/order entry and /or false /incorrect display of order/trade status including but not limited to display of trade



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confirmation etc. when actually trade has not occurred or has occurred contrary to display. Therefore the Constituent agrees that display or printout of any transaction taken out from any system /computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of securities in depository etc. shall not be construed as the official record of the transactions/orders. Member Broker or service providers' (such as bank's/ exchanges/clearing house/clearing corporation/depository participant/ depository) final official record of transaction maintained in their own books of accounts or electronic system shall only be the acceptable records of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes (such as clearing file of exchanges etc.) The Constituent agrees that this is without prejudice to the right of MEMBER BROKER/service providers to rectify any discrepancy/ differences which is due to any inadvertent human error/system /computer error etc. at any time without limitation, at the sole and absolute discretion of MEMBER BROKER and /or any of the service providers.

60. Electronic Payment Gateway terms and conditions :

The Member Broker has and or may have relationship with one or more banks (hereinafter "Relationship Bank" and/or third party payment gateway service providers (hereinafter "TPPGSP"). The website(s) of the Member Broker has and or shall have a payment window through a link to the web site of the Relationship Bank(s)/TPPGSP(s) which provide the facility for transfer of funds. In such a case, the Constituent would make the payment of any indebtedness including invoice amount etc. to the account of the Member Broker with the Relationship Bank(s)/TPPGSP(s) by means of a fund transfer. The Member Broker expressly states that the payment gateway mechanism is a service offered by the Relationship Bank/other third parties (TPPGSP) with whom the Member Broker has/ may established/establishes relations for facilitating the transfer of funds between the Constituent's account and the Member Broker's account. The Member Broker expressly excludes liability for consequential loss or damage or loss of profit, business and revenues, goodwill or anticipated savings which may arise in respect of (i) the payment gateway services offered by such Relationship Bank(s)/TPPGSP(s) (ii) the Payment Mechanism.

61. Member Broker may at any time amend this Agreement/Right's and Obligations by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by providing notice to constituent by electronic communication or through postal service or through courier or by personal messenger or by hand delivery or any other method as per discretion of Member Broker. The continued use of Member broker's services after such notice shall constitute acknowledgement and acceptance of such amendment. However, the Constituent has right to terminate this Agreement/Right's and Obligations through communication in writing by giving one month notice subject to the meeting of the financial and other obligation under this Agreement/Right's and Obligations.

62.

62.1 The Constituent assures the Member Broker that he/she/it is eligible to enter into this Agreement under the provisions of applicable laws. The Constituent shall continuously monitor his/ her / its eligibility to act under this Agreement under the applicable laws including but not limited to any act / law / rules & regulations for the time being in force and byelaws / Rules / Regulations of relevant exchange(s).

62.2 The Constituent shall ensure that he/she/it shall not deal through the Member Broker on the exchange of which he / she / it is registered as a broker.

62.3 In connection with this Agreement, as well as all transactions contemplated by this Agreement as offered by the Member Broker from time to time, the Constituent agrees to execute and deliver / provide such additional documents/ information and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the services availed by the Constituent from time to time.

63. The Constituent agrees that the failure of the Member Broker to enforce at any time any terms contained in this Agreement shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.

64. The constituent understand and agree the Member Broker is not under any obligation to inform the constituent of any exiting and or changes of regulation bye laws guidelines etc. of any authority FMC, Government, Commodity Exchanges etc. as may be enforce from time to time. The constituent shall keep himself/herself/itself updated regarding the changes in the rules, regulations, buy laws, circulars of Exchange(s) and or Member Broker through any means including using the website of the relevant entity.

65. Except for the claims/disputes which are subject to the Rules and Regulations of the respective Exchanges on which the trades have been executed, any and all claims and disputes arising out of or in connection with this Agreement/Right's and Obligations or its performance shall be settled by arbitration by a single arbitrator to be appointed by the Member Broker. The parties agree that the arbitration shall be held at such place within India as the Member Broker may at its sole discretion specify at the time of, or at any time prior or subsequent to, the reference to arbitration. The Courts at the place specified by the Member Broker for holding the arbitration proceedings or, if law does not permit the same, the Courts at Chandigarh, shall have exclusive jurisdiction in relation to this Agreement/Right's and Obligations, the arbitration and all matters arising in connection herewith and therewith. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

66. The Constituent understands that MEMBER BROKER may send communication/information to Constituents like order placement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills,



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transaction statements, account statements, margin requirements, trading/settlement cycles, delivery/payment schedules, policies, procedures, notices, frequently asked questions (FAQs) and any other document/reports, by way of any or more of the following means or methods as email/ post/ fax/speed post/courier/registered post/registered post acknowledgment due/telegram/cable/voice mails/telephones (telephone includes such devices as mobile phones etc.) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the Constituent's computer; by informing the Constituent through employees/agents of MEMBER BROKER; by displaying on the notice board of the branch/office through which the Constituent trades or if circumstances, so require, by radio broadcast/television broadcast/newspaper advertisements etc.;by digital format by electronic communication and or any other mode that MEMBER BROKER may deem fit. Constituent agrees and acknowledges that communication sent by the Constituent by the MEMBER BROKER in any mode stated herein at Constituent's latest available address relevant to the mode of communication with the MEMBER BROKER shall be deemed to be complete as and when it is put in a course of transmission by the MEMBER BROKER so as to be out of the control of MEMBER BROKER who make it as against the Constituent, to whom it is made, even if subsequently returned undelivered for any reason whatsoever.


- 67. The Constituent and member agree to refer any claims and/or disputes to arbitration in the regional center of the exchange(s) as per the rules, bye-laws and regulations of the relevant exchange(s) as amended from time to time.
- 68. In this Agreement, unless the context other wise requires:
 - 68.1 Words denoting the singular number shall include the plural and vice versa;
 - 68.2 The pronouns "he", "she", "it" and their cognate variations are used as inter changeable and should be interpreted in

accordance with the context;

- 68.3 Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specifically applicable to a company or body corporate shall not apply to any other entity;
- 68.4 Heading or bold typeface, if used, are only for convenience and ease of reference and shall be ignored for the purposes of construction or interpretation of any provision of this Agreement;
- 68.5 References to the word "include" or "including" shall be construed without limitation.
- 68.6 Reference to any party to this agreement or any other agreement/right's and obligations or deed or other instrument shall include its successors or permitted assigns;
- 68.7 Reference to recitals and clauses shall be deemed to be a reference to the recitals and clauses of this agreement.
- 68.8 Reference to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any rule, byelaw, regulation, business requirement, specification, order, notification, circular or other provision made under it.
- 69. The Constituent confirms having read and understood the terms and conditions of this Agreement/Right's and Obligations and accepts and agrees to be bound by the terms and conditions including those excluding / limiting the Member Broker's and Exchange's liabilities.
- 70. The provisions of this agreement shall always be subject to government notifications, any rules, regulations, guidelines and circulars issued by FMC and rules, regulations and bye laws of the relevant commodity exchange(s) as may be in force from time to time and all these shall be read as part parcel of the agreement unless repugnant to the context.

IN WITNESS THEREOF, the parties to the agreement have caused to be executed.

Signed and delivered by For and on behalf of Master Commodity Services Ltd.	
Authorised Signatory	
Place of Agreement	
Date of Agreement	
Witness Name & Address	
Signature of Witness	

By/For and on behalf of within named Constituent	
 Signature	
Name of the Client	
Place	
Date	
Witness Name & Address	
Signature of Witness	

Dated: _____

Master Commodity Services Ltd.
Integrated Back Office: C-56, Sector 63, Noida 201301
Telephone: +91-8467884678

STANDING INSTRUCTIONS/AUTHORISATION LETTER

UCC:.....

I/We have been /shall be dealing through you as my/our Broker on the Commodity Exchange such as MCX/NCDEX. As my/our Broker i.e. agent I/we direct and authorize you to carry out trading /dealing on my /our behalf as per instructions given below. Please treat these instructions as written ratification of my/our verbal directions/authorizations given and carried out by you earlier.

1. I/We understand that you require written instructions for placement/modifying/canceling orders. However, since it is not practical to give written instructions for order, I/We hereby authorize you to kindly accept my/our and or my/our authorized person's verbal instructions/orders in person or over phone and execute the same. I/We understand the risk associated with verbal orders and accept the same, and agree that I/We shall not be entitled to disown orders/instructions under the plea that same were not under mine/our order/instructions. I/We agree that I/We will not have the right to shift the burden of proof by asking you to prove the placement of orders through telephone recording or otherwise.
2. I/We hereby authorize you to maintain my/our account both funds and securities/commodities with you on a running account basis and request you to consider the balances in my/our running account with you for the purpose of margins/any other obligations due by me/us and my/our family member(s)/Group/Associate Companies/Firms/Entities due to you and to your "Master Group" company(ies). In view of the same it would be proper for you to release the funds and securities due to me/us on my/our specific either written or oral instructions. You may charge cost of holding securities/commodities to my/our account with you. Further I/We understand and agree that any credit amount with you will not attract any interest. I/We authorize you to inter-se-transfer or hold funds, securities/commodities, debits, credits etc. among my/our family member's)/Group/Associate Companies/Firms/Entities' account with you and or "Master Group" companies.
3. Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the Trading Terminal.
4. You have disclosed to me/us that the Company is engaged in proprietary trading in Exchange(s), beside client based trading.
5. I/We hereby authorize you to maintain records/books of accounts for me/us collectively for different exchanges/segments of the exchanges and/or any other service which I/We may be availing.

I/We agree to indemnify you and keep indemnified against all losses, damages and actions which you may suffer or arise as a consequence of your adhering to and carrying out/ my /our directions given above.

I/We have signed/submitted this document at my/our own volition. I/We also understand that the above authorisation can be revoked by me/us at any time by giving notice through physical letter by registered A.D. at your above mentioned address.

Thanking you,

Yours faithfully,

Constituent Name :



Signature of Client

Master Commodity Services Ltd.
 Integrated Back Office: C-56, Sector 63, Noida 201301
 Telephone: +91-8467884678

Dear Sir,

I/We,

a client with Member M/s. Master Commodity Services Ltd. of MCX/NCDEX Exchanges undertake as follows:

- I/We am/are aware that the Member has to provide physical contract note in respect of all the trades placed by me/us unless I/we myself/ourself want the same in the electronic form.
- I/We am/are aware that the Member has to provide electronic contract note for my/our convenience on my/our request only.
- Though the Member is required to deliver physical contract note, I/We find that it is inconvenient for me/us to receive physical contract notes. Therefore, I/We am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me/us.
- I/We have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.
- My/Our e-mail id is _____ This has been created by me/us and not by someone else.
- I/We am/are aware that this declaration form should be in English or in any other Indian language known to me/us.

[The above declaration has been read and understood by me/us. I/We am/are aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same]

(The above lines must be reproduced in own handwriting of the client.)

Client Name: _____

Unique Client Code : _____

PAN: _____

Address : _____



Signature of the client (Stamp is mandatory for Non-Individual Client)

Date : ____ / ____ / ____

Place: _____

Verification of the client signature done by,

Name of the designated officer of the Member

Signature _____

Date: ____ / ____ / ____

Instructions:

- This declaration form has to be sent by the Member to the client on the email id provided by client while opening the trading account.
- The client shall, on receipt of this email, print the email as well as the declaration form.
- The hard copy of the declaration shall be filled up by the client and submitted to the Member along with a signed hard copy of the email. The Member shall acknowledge the receipt of the declaration from the client.
- The size of the font of this declaration must be at least 12.

Dated: _____

Master Commodity Services Ltd.

Integrated Back Office: C-56, Sector 63, Noida 201301

Telephone: +91-8467884678

SUB:- LETTER OF AUTHORISATION TO ACT THROUGH AUTHORISED PERSON

UCC: _____

I / we have been / shall be dealing through you as my/our Broker on the Commodity Exchanges such as MCX/NCDEX. As my /our Broker i.e. agent. I / we direct and authorize you to carry out trading /dealing on my/ our behalf as per instructions given below. Please treat these instructions as written ratification of my / our verbal directions / authorizations given and carried out by you earlier.

I/we authorize Mr. /Ms. _____ S/o, W/o, D/o _____ to deal/transact on my / our behalf and to place orders, give instructions through telephone/ voice mail/email/fax /letters or other modes of communication including oral communication make & receive payments of deliveries and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act(s) on my / our behalf which I/ we can do and I/ we the undersigned do hereby agree and declare and confirm that all the acts and things done by him / her or his/ her substitutes shall be my / our acts, deeds and things validly done by me / us to all intents and purposes.

I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my / our directions given above. I/We have signed/submitted this document at my/our own volition.

Thanking you,

Yours faithfully

Signature of Client 

Constituent Name :

Name & Address details of my/our Authorized Person are :

Name :

Address :

Dated : _____

Electronic Contract Note [ECN] – DECLARATION (VOLUNTARY)

To,
Master Commodity Services Limited
Integrated Back Office :
C-56, Sector-63, Noida 201301
Telephone : 0120-3083333

Dear Sir.

I / we, _____ a client with Member
M/s. MASTER COMMODITY SERVICES LIMITED of **MCX/NCDEX/NMCE/ACE** Exchange(s) undertake as follows:

- I/we am/are aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I/we myself/ourself want the same in the electronic form.
- I/we am/are aware that the Member has to provide electronic contract note for my/our convenience on my/our request only.
- Though the Member is required to deliver physical contract note, I/we find that it is inconvenient for me/use to receive physical contract notes. Therefore, I/we am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out/ordered by me/us.
- I/we have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.
- My/our email id is*_____. This has been created by me/us and not by someone else.
- I / we am /are aware that this declaration form should be in English or in any other language known to me/us.
- I/we am/are aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

The above declaration and the guidelines on ECN given in the Annexure have been read and understood by me. I/we am/are aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.

****(The email id must be written in own handwriting of the client.)***

Unique Client Code : _____ PAN : _____

Client Name : _____

Address : _____

Date: _____

Place: _____

Signature of the client(Stamp is mandatory for Non- Individual Client)

For Office Use Only

<p>Verification of the client signature done by, Name of the designated officer of the Member</p>	
<p>Date :/...../.....</p>	

Note :

1. You can revoke ECN facility and opt for the Contract Note in the physical form only by giving 7 working days notice to the member and copy of the same would be retained by you.
2. In case, due to any reason, whatsoever, if contract note is sent in physical form including bouncing of email, charges, if applicable, shall be debited

ACKNOWLEDGEMENT

Master Commodity Services Ltd.

I/We hereby acknowledge the receipt of duly executed copy of KYC Form, Right & Obligations of Members/AP & Clients, RDD, Do's & Don'ts (as applicable w.e.f. 01-05-2014 as per the directives of FMC") Tariff Sheet and All Other Documents as executed by me/us for MCX/NCDEX.

Trading Code _____


Signature of Client

(Name of Client)

Date:

The Exchange does not expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account.

You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivatives being traded on the Exchange.

It must be clearly understood by you that your dealings on the Exchange through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by FMC from time to time and circulars as may be issued by the Exchange from time to time.

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as

business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade, you should be aware of or must get acquainted with the following:-

1. Basic Risks involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Exchange.

i. Risk of Higher Volatility

Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in real losses.

ii. Risk of Lower Liquidity

a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts

may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

iii. Risk of Wider Spreads

a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

iv. Risk-reducing orders

a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.

c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.

d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not

getting executed arises, just as with a regular limit order.

v. Risk of News Announcements

a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.

vi. Risk of Rumours

a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

vii. System Risk

a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.

c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

a. Trading on the Exchange is in electronic mode, based on satellite/ leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in

full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-

Effect of "Leverage" or "Gearing":

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology or any other technology should be brought to the notice of the client by the member.

4. General

i. Deposited cash and property:

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

ii. Commission and other charges:

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

iii. For rights and obligations of the Members/ Authorised Persons & clients, please refer to Rights and Obligations.

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

as prescribed by FMC and Commodity Exchanges

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
 2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
 3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
 4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
 5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
 6. Requirements of professional diligence
 - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
 - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with
 - i. honest market practice;
 - ii. the principle of good faith;
 - iii. the level of knowledge, experience and expertise of the Client;
 - iv. the nature and degree of risk embodied in the financial product* or financial service being availed by the Client; and
 - v. the extent of dependence of the Client on the Member.
- *Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).
 8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
 9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
 10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
 11. A. Protection from unfair terms in financial contracts**
 - a. An unfair term of a non-negotiated contract will be void.
 - b. A term is unfair if it –
 - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
 - ii. is not reasonably necessary to protect the legitimate interests of the Member.
 - c. The factors to be taken into account while determining whether a term is unfair, include –
 - i. the nature of the financial product or financial service dealt with under the financial contract;
 - ii. the extent of transparency of the term;
 - iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
 - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
 - d. A term is transparent if it –
 - i. is expressed in reasonably plain language that is likely to be understood by the Client;
 - ii. is legible and presented clearly; and
 - iii. is readily available to the Client affected by the term.
 - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by

remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

11. B.

- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
 - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
 - ii. a standard form contract.
- b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a nonnegotiated contract if so indicated by –
 - i. an overall and substantial assessment of the financial contract; and
 - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

11. C.

- a. The above does not apply to a term of a financial contract if it –
 - i. defines the subject matter of the financial contract;
 - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
 - iii. is required, or expressly permitted, under any law or regulations.
- b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.

12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

13. A. Protection of personal information and confidentiality

- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes –
 - i. name and contact information;
 - ii. biometric information, in case of individuals
 - iii. information relating to transactions in, or holdings of, financial products
 - iv. information relating to the use of financial services; or
 - v. such other information as may be specified.

13. B.

- a. A Member must –
 - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
 - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B. b.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
 - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
- b. A Member may disclose personal information relating to a Client to a third party only if –
 - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
 1. informs the Client in advance that the personal information may

- be shared with a third party; and
- 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
- vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
- c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

14. A Requirement of fair disclosure both initially and on continuing basis

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. In order to constitute fair disclosure, the information must be provided –
 - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
 - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
 - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
 - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iii. existence, exclusion or effect of any term in the financial product or financial contract;
 - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
 - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
 - vi. rights of the Client to rescind a financial contract within a specified period; or
 - vii. rights of the Client under any law or regulations.

14.B.

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
 - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
 - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
 - iii. any other information that may be specified.
- b. A continuing disclosure must be made –
 - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
 - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

MARGINS

- 15. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
- 16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

- 17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
- 18. The Member shall 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 commodity exchange where the trade is executed.

19. The Member shall ensure that the money 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 Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Byelaws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

22. The Client shall pay to the Member 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 Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of FMC.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for nonpayment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
24. 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 commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors,

heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
 - a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
 - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –
 - i. the Client's right to seek redress for any complaints; and
 - ii. the processes followed by the Member to receive and redress complaints from its Clients.
29. A Suitability of advice for the Client
 - a. Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Clients financial circumstances and needs. This obligation would apply to persons who render advice to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.
 - a. A Member must –
 - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
 - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a

Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.

- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
 - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

30. Dealing with conflict of interest

In case of any conflict between the interests of a Client and that of the Member, preference must be given to the Client interests.

- a. A member must –
 - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
 - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –
 - 1. its own interests and the interests of the Client; or
 - 2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

TERMINATION OF RELATIONSHIP

- 31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
- 32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them 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 relationship 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.

- 33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the ‘Rights and Obligations’ document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

- 34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.
- 35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
- 36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 37. The Member shall send a complete ‘Statement of Accounts’ for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be

- prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.
38. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- 41.A. Protection from unfair conduct which includes misleading conduct & abusive conduct
- a. Unfair conduct in relation to financial products or financial services is prohibited.
- b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
- i. misleading conduct under point 41.B
 - ii. abusive conduct under point 41.C
 - iii. such other conduct as may be specified.
- 41.B.
- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
- i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
 - ii. providing accurate information to the Client in a manner that is deceptive.
- b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
- i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
 - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
 - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
 - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
 - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
 - vi. the rights of the Client under any law or regulations.
- 41.C.
- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
- i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered –
- i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behaviour;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
 - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –
 - v. the right to terminate the financial contract;
 - vi. the right to switch to another financial product or another Member and
 - vii. a threat to take any action, depending on the circumstances in which the threat is made.
- ELECTRONIC CONTRACT NOTES (ECN)**
42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1).

- Member shall ensure that all the rules/Business Rule/Bye-Laws/circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
 45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.
 46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
 47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
 48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

LAW AND JURISDICTION

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.
50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
52. Words and expressions which are used in this document 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/Business Rules and circulars/notices issued thereunder of the Exchanges/FMC.
53. All additional voluntary/non mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/Circulars of Exchanges/FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the clients.
54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month in physical form.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable.

Additionally, the clauses mentioned herein shall also be applicable.)

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/- commodities trading using wireless technology as may be specified by FMC & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

- Do's**
1. Trade only through Registered Members of the Exchange. Check from the link page of the relevant exchange website to see whether the Member is registered with the Exchange.
 2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading.
 3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
 4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
 5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
 6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the link page of the relevant exchange website. The trades can be verified online where trade information is available up to 5 working days from the trade date.
 7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
 8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
 9. Obtain receipt for collaterals deposited with the Member towards margins.
 10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
 11. Ask all relevant questions and clear your doubts with your Member before transacting.
 12. Insist on receiving the bills for every settlement.
 13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
 14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
 15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
 16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
 17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
 18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
 19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
 20. Understand and comply with accounting standards for derivatives.
 21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
 22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/Commodity exchanges.
 23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
 24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
 - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing

preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.

- c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
 - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
 26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
 27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.

Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member.
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher value given over phone.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone.
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
15. Don't issue cheques in the name of Authorized Person.



Call us at 84678 84678 for Customer Service Support
or **Write us at helpdesk@myvaluetrade.com**
or **SMS MVT to 56767**