

S.No.:



# Client Registration Form

Individual / HUF / Firms / Corporate

Client Name : \_\_\_\_\_

Dp Client ID : \_\_\_\_\_

UCC : \_\_\_\_\_



## DETAILS OF EXCHANGE MEMBERSHIP

Segments	Membership No.	SEBI Regn. No.
MCX	TM 45305	INZ000096836
ICEX	TM 2052	INZ000096836

### Mandatory (To Be Filled By The Intermediaries)

UCC Code : 

### About Internet & Wireless Based Trading Facilities

#### Tick the mode of Trading

 **Odin / Application Base Trading** **Offline Trading** **POA** **Cheque** **DP**

Please Fill above column for timely credit of scheme related charges and stamp paper charges

(Sign. of Intermediaries)

## IMPORTANT INSTRUCTIONS

- Please fill up the form in CAPITAL LETTERS.
- Please write your name as it appears in PAN/Bank proof in your documents. In case of any mismatch Declaration required.
- Form should be completed in all respects in own Handwriting by client only.
- Name, Address & Signature of witness on agreement part.
- Verification stamp with signature, name & date on the documents collected.
- If any of above proof is in language other than Hindi and English, Notarized copy for the same will only be accepted
- Copy of Documentary evidence for address and identity proof of introducer.
- The information given above would be kept confidential.
- Pin code is compulsory in the address detail.
- Clients trading through any of SPOT Exchange, and willing to take DELIVERY must have a DEMAT Account in their name
- It is MANDATORY to provide at least one E-mail ID and Mobile No.
- Please fill the detail of all Coparceners in HUF Declaration at Page No. 24. It is the latest requirement of Exchange and without these details HUF account will not be opened.
- No proprietorship account can be opened as per directions/guidelines issued by the exchanges.



**ACKNOWLEDGMENT TO ITL COMMODITIES FROM CLIENT**

To,  
**ITL COMMODITIES PVT. LTD.**  
B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I | 0033

I/We intends to open a Commodity Trading account with M/s. ITL COMMODITIES PVT. LTD. who is Member of MCX, ICEX undertakes as follows:

- 1. I/We have been duly aware by Member that client has a preference to receive the below referred documents either in electronic form or in physical form:
  - A. Right and Obligations of Member, Authorized Person and Clients.
  - B. Internet and Wireless technology based trading facility provided by Member to Clients.
  - C. Risk and Disclosure document for commodity market.
  - D. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
- 2. I/We am/are further aware by my/our Member that for receiving the above said documents in Electronic or Physical Form, I/We have to accord my/our consent.
- 3. Therefore, in reference to the above, I/We hereby voluntarily accord my/our consent to receive the aforesaid documents in:-
  - Electronic Form
  - Physical Form
- 4. If I/We opted for the same in Electronic mode, then Member can sent said aforesaid documents at my registered email id.
- 5. I/We have been further aware by my/our Member that the aforesaid documents has also been available at the Member's website i.e. at [www.itlcommodities.com](http://www.itlcommodities.com)
- 6. I/We am/are aware that the non receipt of bounced mail notification by the Member shall amount to delivery of the aforesaid documents at my registered email id.
- 7. I/We hereby accord my/our consent to an arbitration agreement by virtue of which I/We shall refer all my/our claims, differences or disputes between us which might have arise out of my/our trading, deposits, margin money, etc. in relation to my/our dealings in contracts and transactions which have been made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have entered into, to the arbitration in accordance with the provisions of these Byelaws, Rules and Regulations of the Exchanges.

Sign here : (1)   Client Name: \_\_\_\_\_

**RECEIPT OF PHYSICAL KIT**

To,  
**ITL COMMODITIES PVT. LTD.**  
B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I | 0033

I/We hereby confirm that I/We have received a copy of following documents:

- A. Right and Obligations of Member, Authorized Person and Clients.
- B. Internet and Wireless technology based trading facility provided by Member to Clients.
- C. Risk and Disclosure document for commodity market.
- D. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
- E. Other disclosure/ documents as agreed by me/us specifically in voluntary segment.

Sign here : (2)   Client Name: \_\_\_\_\_

Date: \_\_\_\_\_

For any grievance / dispute please contact it Commodities Pvt. Ltd. at the above address or email id-grievance@itlcommodities.com and Phone: 011-27114600. In case not satisfied with the response, please contact the concerned exchange.

**EXCHANGE-WISE INVESTOR GRIEVANCE CELL**

<b>Exchanges</b>	<b>E-mail ID</b>	<b>Phone No.</b>
Multi Commodity Exchange (MCX)	<a href="mailto:grievance@mcxindia.com">grievance@mcxindia.com</a>	022-67318888
Indian Commodity Exchange (ICEX)	<a href="mailto:info@icexindia.com">info@icexindia.com</a>	022-30849700



S. No.	Name of the Document	Brief Significance of the Document	Page No.
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**MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES**

1.	Account Opening Form	KYC Form - Basic Information about the client.	1-7
2.	Tariff Sheet	Detailing the rate / amount of brokerage & other charges.	8

**MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES**

1.	Uniform Risk Disclosure Document (RDD)	Document detailing risk associated with dealing in the Commodities Market.	9-11
2.	Rights and Obligations	Document stating the Rights and Obligations of Member, Authorized Person and Client for trading on Exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	12-17
3.	Guidance Note	Documents detailing do's and don'ts for trading on the exchange(s) for the education of the investor.	18
4.	Policies & Procedures	Documents detailing member Policies & Procedures for trading in commodities.	

**VOLUNTARY DOCUMENTS AS PROVIDED BY THE COMMODITY BROKER**

1.	T & S	Terms & Conditions	19-22
2.	Declaration for Mobile Number & Email	Declaration and permission to send information/alerts/SMS/call on the Mobile Number	23
3.	General Authorisations	Helps the client to enjoy exposures linked to the credit in the trading account	24
4.	Verbal Order	Verbal Order Acceptance Authorisation & Format for Written Orders	25
5.	Other Authorizations	To enable the trading member to act upon the clause mentioned in the letter of authority.	26
6.	Letter of Authority to Trade	Where client wishes to authorize a family member to operate his/her account	27
7.	Electronic Contract Note	Electronic Contract Note (ECN) Authorisation	28
8.	Open Interest Declaration	Declaration by the Client to abide the Net Open Interest Position as permissible in any Commodity.	28
9.	FATCA & CRS Declaration	FATCA & CRS Declaration for Individual & Non-Individual	29-31
10.	Disclosure & Declaration under PMLA 2002	Disclosure by Member & Declaration by Client Under PMLA 2002	32-33
11.	Declaration on behalf HUF	Declaration by Karta & all the Co-Parcener of HUF	34

**Name of Commodity Broker- ITL COMMODITIES PVT. LTD.**

Registered Office : B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-110033 Phone : 011-27114600, 46082654, 43513564

Email : itlcommodities@gmail.com

Compliance Officer: Mr. RAKESH KUMAR  
Ph.:011-27114600 • Mob.: 8178589808 • Email: itlcommodities@gmail.com

CEO Name : Mr. SPARSH GUPTA  
Mob.: 9871919990 • Email : itlcommodities@gmail.com

I/W have fully read & understood the distinction and details regarding the Mandatory/Non-Mandatory documents as above and do hereby enter and sign the same and agree not to call into question the validity, enforce ability and applicability or any voluntary agreement(s)/document(s) or clauses within any voluntary/optional agreement(s) document(s) under any circumstances what so ever.

**DISCLOSURE INFORMATION (For ITL Commodities Pvt. Ltd.)**

To,  
Dear Client,  
Sir/Madam,

This is to inform you that we do client based trading and Pro-account Trading in Multi Commodity Exchange of India Ltd (MCX), Indian Commodity Exchange (ICEX)

Thanks & best regards,

**For ITL COMMODITIES PVT. LTD.**

Authorised Signatory / Director

I acknowledge the receipt of the information given by ITL Commodities Pvt. Ltd. that they do client based trading and Pro-account trading.

Sign here : (3) 





# Application Form (For Individuals Only)



Please fill in ENGLISH and in BLOCK LETTERS with black ink

KYC Number of applicant

## A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (As appearing in supporting identification document).

Name*	Prefix	First Name	Middle Name	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (if any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

2. Gender  Male  Female  Transgender B. Marital status  Single  Married  Others C. Date of Birth

3. Nationality / Citizenship\*  Indian  Other (Please specify)

4. Residential Status\*  Resident Individual  Non Resident Indian  Foreign National  Person of Indian Origin  
(If Non Resident/Foreign National, self certified copy of statutory approval obtained must be attached)

Occupation (Please tick (3) any one and give brief details):

Private Sector Service  Public Sector  Government Service  Business  Professional  Agriculturist  
 Retired  Housewife  Student  Others (Please specify)

5. PAN  Please enclose a duly attested copy of your PAN Card

Unique Identification Number (UID)/Aadhaar, if any:

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓) (Please see guideline 'D' overleaf)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others

**PHOTOGRAPH**  
Please affix the recent passport size photograph and sign across it

## B. Address Details (please see guidelines overleaf)

1. Address for Correspondence

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City / Town / Village	<input type="text"/>	<input type="text"/>	<input type="text"/>	Pin Code
State	<input type="text"/>	<input type="text"/>	Country	<input type="text"/>

2. Contact Details

Tel. (Off.) (ISD) (STD)	<input type="text"/>	Tel. (Res.) (ISD) (STD)	<input type="text"/>
Mobile (ISD) (STD)	<input type="text"/>	Fax (ISD) (STD)	<input type="text"/>

MOBILE given by me belongs to  Me  my Spouse  Dependent children  Dependent Parent

E-Mail Id.

E-MAIL ID given by me belongs to  Me  my Spouse  Dependent children  Dependent Parent

No E-mail Declaration I hereby declare that I do not have any e-mail ID

3. Specify the Proof of Address submitted for Residence / Correspondence Address

4. Permanent Address of Resident Applicant if different from above B1 OR Overseas Address (Mandatory) for Non-Resident Applicant

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
City / Town / Village	<input type="text"/>	<input type="text"/>	<input type="text"/>	Pin Code
State	<input type="text"/>	<input type="text"/>	Country	<input type="text"/>

5. Specify the Proof of Address submitted for Residence / Permanent Address

## C. Fatca & CRS Detail Nationality/Tax Residency/Citizen ship Other than India No Yes

Country of Birth <input type="text"/>	Place/City of Birth <input type="text"/>
Country of Citizenship/Nationality <input type="text"/>	<input type="text"/>
Country of Tax Residency (Other Than India) <input type="text"/>	<input type="text"/>
Tax Payer Identification Number (Other Than India) <input type="text"/>	<input type="text"/>

## D. Details of Related Person Guardian of Minor Authorised Representative

Name*	Prefix	First Name	Middle Name	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I under take to inform you of any changes 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. I hereby declare that I am not making this application for the purpose of contravention of any Act, Rules, Regulations or any statute of legislation or any notifications/directions issued by any governmental or statutory authority from time to time. I hereby give my consent for receiving information including Central KYC Registry through SMS/Email on the above registered number/email address.

Place:

Date:

### SIGNATURE OF APPLICANT

(4a)

### FOR OFFICE USE ONLY

Intermediary name OR code

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

Seal/Stamp of the intermediary should contain

Staff Name

Designation

Name of the Organization

Signature

Date

IN-PERSON VERIFICATION (IPV)

DOCUMENTS VERIFIED WITH ORIGINALS

CLIENT INTERVIEWED BY

Date :

Institution Name & Code:

Employee/AP Details :

Name :

Code :

Designation :

Signature :

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### 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 & 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 alongwith 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.

### II. Clarification / Guidelines on filling 'Personal Details' section

1. Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
2. Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.
3. Letter issued by a gazetted officer, with a duly attested photograph of the person.
4. If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.

### 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:

(\*Documents having an expiry date should be valid on the date of submission.)

1. Aadhar Card/ 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 2 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/clarifications to PAN

(\*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.

### F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & PO A, as mentioned below:

Types of entity	Documentary Requirements
Corporate	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>• Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>• Photograph, POI, POA, PAN of individual promoters holding control-either directly or indirectly.</li> <li>• Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>• Copy of the Board Resolution for investment in commodity market.</li> <li>• Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures.</li> </ul>
Partnership Firm	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Certificate of registration (for registered partnership firms only).</li> <li>• Copy of partnership deed.</li> <li>• Authorised signatories list with specimen signatures.</li> <li>• Photograph, POI, POA, PAN of Partners.</li> </ul>
Trust	<ul style="list-style-type: none"> <li>• Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>• Copy of Trust deed. List of trustees certified by managing trustees/CA.</li> <li>• Photograph, POI, POA, PAN of Trustees.</li> </ul> <ul style="list-style-type: none"> <li>• Certificate of registration (for registered trust only).</li> <li>• List of trustees certified by managing trustees/CA.</li> </ul>
HUF	<ul style="list-style-type: none"> <li>• PAN of HUF.</li> <li>• Bank pass-book/bank statement in the name of HUF.</li> </ul> <ul style="list-style-type: none"> <li>• Deed of declaration of HUF/ List of coparceners.</li> <li>• Photograph, POI, POA, PAN of Karta.</li> </ul>
Government Bodies	<ul style="list-style-type: none"> <li>• Self-certification on letterhead.</li> </ul> <ul style="list-style-type: none"> <li>• Authorized signatories list with specimen signatures.</li> </ul>
Registered Society	<ul style="list-style-type: none"> <li>• Copy of Registration Certificate under Societies Registration Act.</li> <li>• List of Managing Committee members.</li> <li>• Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>• True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>





## ANNEXURE

### Name, PAN, Residential Address and photographs of Promoters/Partners/Karta/Trustees and Wholetime/Other Directors :

1. Name

Date of Birth  /  /  Status  PAN

Residential Address

DIN  UID  DPIN

Photographs of  
Promoters / Partners /  
Karta / Trustees /  
Wholetime / Other  
Directors &  
authorised signatories

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Wholetime/Other Directors:

Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  Not a Politically Exposed Person (PEP)  Not Related to a Politically Exposed Person (PEP)

2. Name

Date of Birth  /  /  Status  PAN

Residential Address

DIN  UID  DPIN

Photographs of  
Promoters / Partners /  
Karta / Trustees /  
Wholetime / Other  
Directors &  
authorised signatories

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Wholetime/Other Directors:

Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  Not a Politically Exposed Person (PEP)  Not Related to a Politically Exposed Person (PEP)

3. Name

Date of Birth  /  /  Status  PAN

Residential Address

DIN  UID  DPIN

Photographs of  
Promoters / Partners /  
Karta / Trustees /  
Wholetime / Other  
Directors &  
authorised signatories

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Wholetime/Other Directors:

Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  Not a Politically Exposed Person (PEP)  Not Related to a Politically Exposed Person (PEP)

4. Name

Date of Birth  /  /  Status  PAN

Residential Address

DIN  UID  DPIN

Photographs of  
Promoters / Partners /  
Karta / Trustees /  
Wholetime / Other  
Directors &  
authorised signatories

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Wholetime/Other Directors:

Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  Not a Politically Exposed Person (PEP)  Not Related to a Politically Exposed Person (PEP)

5. Name

Date of Birth  /  /  Status  PAN

Residential Address

DIN  UID  DPIN

Photographs of  
Promoters / Partners /  
Karta / Trustees /  
Wholetime / Other  
Directors &  
authorised signatories

Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/Wholetime/Other Directors:

Politically Exposed Person (PEP)  Related to a Politically Exposed Person (PEP)  Not a Politically Exposed Person (PEP)  Not Related to a Politically Exposed Person (PEP)



## TRADING ACCOUNT RELATED DETAILS (For both Individuals & Non-individuals)

### A. BANK ACCOUNT(S) DETAILS

Sr.No.	Bank Name & Address	Bank Account No.	Account Type		MICR No.	IFSC Code
PRI SEC			<input type="checkbox"/> Saving <input type="checkbox"/> NRE	<input type="checkbox"/> Current <input type="checkbox"/> NRO		
PRI SEC			<input type="checkbox"/> Saving <input type="checkbox"/> NRE	<input type="checkbox"/> Current <input type="checkbox"/> NRO		

Note : Provide a copy of cancelled cheque leaves/passbook/bank statement specifying name of the client, MICR code or/and IFSC code of the bank.

### B. DEPOSITORY ACCOUNT(S) DETAILS

Affiliated by	Affiliated by	Beneficiary Name	CP ID	Beneficiary ID (BO ID)
MCX	COMRIS			
ICEX	EDCM			

Depository Participant Name	Depository Name	Beneficiary Name	DP ID	Beneficiary ID (BO ID)

Note : Provide a copy of either Demat Master or a recent holding statement issued by DP bearing name of the client.

### C. 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.

Name of the Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature	Name of the Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature
MCX Futures & Options					
ICEX					

- I/We are interested to trade into commodity options and hereby accord my/our consent to trading in commodity options.
- I/We have gone through the additional risk disclosure document and have appraised myself/ourselves with the risk of trading in commodity options.
- This consent is valid till I/we revoke the same. I/We understand that I/we have right to withdraw the same at any point of time.  
[In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this documents]

### D. ADDITIONAL DETAILS

- I/We hereby request you to provide the Contract Notes, Daily Margin Statements, Monthly Statements, Settlement Extracts, AGTS, etc. at my/our registered email id. My/our Email ID has been created by me/us and not by someone else I/We am/are aware that non-receipt of bounced mail notification by the Member shall amount to delivery of the aforesaid documents at my/our e-mail ID.  Yes  No
- Whether you wish to avail of the facility of internet trading! wireless technology:  Yes  No (if yes, then please specify)  
Application Base Trading  Web Base Trading  Securities Trading using Wireless Technology
- Gross Annual Income (Please tick 3):  Below 1 Lac  1-5 Lac  5- 10 Lac  10-25 Lac  25 Lac  
OR  
Net-worth in ₹. \_\_\_\_\_ as on (date) \_\_\_\_ / \_\_\_\_ / \_\_\_\_
- Please tick, if applicable:  Politically Exposed Person  Related to a Politically Exposed Person  
For definition of PEP, please refer guideline overleaf
- Non Commercial (Trader/ Arbitrageur)  Commercial (Value Chain/ Physical market participant/ exporter/ importer having  director indirect Exposure to the underlying Commodity)
- Any other information: \_\_\_\_\_

### E. INVESTMENT / TRADING EXPERIENCE

No Prior Experience  \_\_\_\_\_ Year in Commodities  \_\_\_\_\_ Years in other investment related fields

### F. GST REGISTRATION DETAILS

(Please give details of all States where you are Registered)

(In case the space provided below is insufficient then please attach separately in Annexure)

S.No.	State	State Code	GST Registration No.	Validity Date
1.				

## G. DEALINGS THROUGH OTHER MEMBERS

■ If client is dealing through any other Member, provided the following details (in case dealing with multiple Members, provided details of all in a separate sheet containing all the information as mentioned below) :

Member's/Authorized Person (AP)'s Name : \_\_\_\_\_

Concerned Member's Name with whom the AP is registered : \_\_\_\_\_

Exchange : \_\_\_\_\_

Exchange's Registration Number : \_\_\_\_\_

Registered Office Address : \_\_\_\_\_

\_\_\_\_\_ Ph. \_\_\_\_\_ Fax \_\_\_\_\_

E-mail \_\_\_\_\_ Website \_\_\_\_\_

Client Code : \_\_\_\_\_

Details of disputes/dues pending from/to such Member/AP : \_\_\_\_\_

## H. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/ taken by SEBI/ FMC/ Commodity Exchange/ Stock exchange / any other authority against the client during the last 3 years :

## I. NOMINATION DETAILS (for individuals only) I / We wish to nominate I / We do not wish to nominate

Name of the Nominee : \_\_\_\_\_ Relation with the Nominee : \_\_\_\_\_

PAN of Nominee : \_\_\_\_\_ Date of Birth of Nominee : 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Address & Phone No. of the Nominee : \_\_\_\_\_

### If Nominee is a minor, details of guardian :

Name of Guardian : \_\_\_\_\_

Address & Phone No. of the Guardian : \_\_\_\_\_

Signature of Guardian :

## WITNESSES (Only applicable in case the account holder has made nomination)

Name : 

1	s	t	w	i	t	n	e	s	s
---	---	---	---	---	---	---	---	---	---

 Name : 

2	n	d	w	i	t	n	e	s	s
---	---	---	---	---	---	---	---	---	---

Address: \_\_\_\_\_ Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of 1st witness

Signature of 2nd witness

## DECLARATION

- 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 changes 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.
- I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
- 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 hereby confirm that I/we have read, understood, agreed and received a duly executed copy of the:- • Account Opening Form, Trading Account Related Details and Tariff Sheet • Other disclosure/documents as agreed by me/us specifically in voluntary segment. • Terms & Conditions as mutually agreed by me/us • FATCA & CRS Terms & Conditions • Other disclosure/documents as agreed by me/us specifically in voluntary segment. 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: 

D	D	M	M	Y	Y	Y	Y
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\*Form need to be signed by all the authorized signatories (in case of Corporate).

(5) \_\_\_\_\_


Signature of Client/(all) Authorized Signatory(ies)



**TARIFF SHEET**  
**BROKERAGE STRUCTURE**


Brokerage Slab	%	Minimum Paisa
Normal	%	.00
Delivery	%	.00
Spot Trading	%	.00

**Important Note :** In case if you have not opted for ECN, Contract note would be send in physical and up to Rs. 25/- per trade date would be charged as a minimum processing fee which is in addition to the total brokerage. Further, in addition to Exchange levied penalty for short/non collection of margin, a delay payment charges up to @2% per month would be charged for debit / shortage in pay in / margin default, as per exchange requirements. Depository / Pledge charges for the movement of commodity / shares between pool / beneficiary / margin account for pay in / payout or margin purpose will be charged. SEBI Turnover Fees / Risk Management Fees / Transaction charges / Clearing charges / Statutory charges / Courier / Administration / Processing / Warehouse charges / Open interest charges/or any other charges and penalties prescribed / levied by Exchange / Regulatory authority from time to time will be charged as applicable. Handling charges for issue of account statement, copy of contract note etc. will be charged as applicable.

Sign here : (6) 

**B. Participants Category disclosure**

I/We hereby confirm that among the given categories, I/We pertain to category I have ticked and authorize you to update the same in your records and for onward submission with Exchanges.

Categories	All Commodities	Specific Commodities (mention the names of commodities)
FPOs/Farmers	Tick for All	
VCPs (Arbitrageurs, Importer, Exporter, Hedger, Phy. Mtk Trader, etc.)	Tick for All	
Domestic Financial Institutional Investors (Banks, InsuranceCom, Mutual Fund, etc.)	Tick for All	
Foreign participants (NRI, EFE, etc.)	Tick for All	
Others	Tick for All	
Client Signature with Date :	BA/RM Signature	Remarks
Sign here :(6A)  <div style="border: 1px solid black; width: 150px; height: 20px; display: inline-block;"></div>		



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, client registration form and are subject to Rules, Byelaws and Business Rules of the Exchange guidelines prescribed by SEBI 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**

a. 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 execute 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 predetermined 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 Right and Obligation of Members, Authorized Person and Clients.
- 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 SEBI.

## **Additional Risk Disclosure documents for Options Trading**

### **Risk of Option holders:**

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.
2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

### **Risks of Option Writers:**

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets.

However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS as prescribed by SEBI and Commodity Exchange

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/ SEBI 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 SEBI 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 (Financial Derivative Contract) or financial service being availed by the Client; and
      - v. the extent of dependence of the Client on the Member.
  7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).
- ### CLIENT INFORMATION
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/SEBI 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.
- ### II. A. Protection from unfair terms in financial contracts (Contracts offered by commodity exchanges)
- 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 II.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
- ### II. B.
- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point II.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 II.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.
- ### II. 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 II.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or nonoccurrence 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—
- name and contact information;
  - biometric information, in case of individuals
  - information relating to transactions in, or holdings of, financial products
  - information relating to the use of financial services; or
  - such other information as may be specified.
13. B.
- a. A Member must—
- not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
  - 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.;
  - make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
  - ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
  - 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—
- it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
  - the Client has directed the disclosure to be made;
  - 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;
  - 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;
  - the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member—
- informs the Client in advance that the personal information may be shared with a third party; and
  - 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
  - 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—
- sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
  - in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
  - 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—
- main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
  - consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - existence, exclusion or effect of any term in the financial product or financial contract;
  - nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
  - contact details of the Member and the methods of communication to be used between the Member and the Client;
  - rights of the Client to rescind a financial contract within a specified period; or
  - 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 —
- 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;
  - 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
  - any other information that may be specified.
- b. A continuing disclosure must be made—
- within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - 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 SEBI 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 SEBI) 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 SEBI and/or Rules, Business Rules, Bye-laws, 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 SEBI.

### 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 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.
  - 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—
    - the Client's right to seek redress for any complaints; and
    - the processes followed by the Member to receive and redress complaints from its Clients.
29. A. Suitability of advice for the Client
- Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the Client's 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 Member must—
    - make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
    - ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
  - 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.
  - If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member—
    - must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
    - 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 member must—
    - 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
    - give priority to the interests of the Client if the Member knows, or

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 SEBI 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 I). 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 SEBI/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 SEBI/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 SEBI/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 SEBI/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 SEBI.
- 50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI 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/SEBI.
- 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/SEBI. 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/SEBI 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 SEBI 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 SEBI & 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 SEBI/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/SEBI.
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/SEBI.
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 nonexecution 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.

## GUIDANCE NOTE - DO'S AND DON'Ts FOR THE CLIENTS

### Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link to see whether the Member is registered with the Exchange.  
For MCX : <http://www.mcxindia.com/SitePages/MembersDetails.aspx>  
for account opening
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 Exchange website at the following link  
For MCX : <http://www.mcxindia.com/SitePages/TradeVerification.aspx>  
Note : 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 and details of Client-Trading Member Agreement 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 SEBI/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 Exchange.
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 SEBI.

### 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 broker 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.



## TERMS & CONDITIONS

1. Client agrees to set off outstanding in any of his/her/its accounts against credits available or arising in any other accounts maintained with Broker irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange or in any other Exchange and/or against the value of cash margin or collateral Securities provided to Broker.
2. Client authorises the Broker not to provide Order Confirmation/Modification/Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. Client shall get the required details from contract notes issued by Broker.
3. Client authorises Broker to keep all securities which Client has given in margin including the payout securities received by Broker for meeting margin/order obligation in any of the Commodity Exchange/Clearing House/Clearing Corporation in whatever manner which may include pledging of shares in favor of bank and/or taking loan against the same or meeting margin/pay-in obligation on client's behalf or for giving the same as margin to any of the Commodity Exchange/ clearing house/clearing corporation or otherwise. Further, Client shall when called upon to do so forthwith from time to time provide a Margin Deposit and/or furnish additional Margin as required under the Rules and Regulations in respect of the business done by the Client and/or as agreed upon by Client with the Trading Member.
4. Client authorises broker to retain credit balance in any of his/her/its account and to use the unused funds towards his/her/its margin/future obligation at any or all the Exchanges unless the client instruct otherwise. Client also authorize broker to debit the necessary demat/ warehouse charges from time to time, for keeping the Commodity in Broker client demat beneficiary account/ware houses on Client's behalf. Client also agrees to debit the charges @2% p.m., for the debit balances or delay payment charges at the rate prescribed by exchange for shortage in margin/debit balances, if any, in client's account and not settled as per the exchange requirements.
5. Client agrees and permit the Commodity Broker to retain commodities with them for his/her/its margin/future obligations at all Exchanges, unless the client instructs the Commodity Broker to transfer the same to his/her/its account.
6. Client agrees and permits the Commodity Broker to consider his/her/its telephonic instructions for order placing/order modification/order cancellation as a written instruction and permit to provide all the confirmation on telephonic unless instructed otherwise in writing.
7. Client authorises the Commodity Broker/exchange/other regulatory authority to send/dispatch contract notes/e-mail alert/other documents through e-mail on his/her/its designated e-mail address mentioned in KYC. Client shall completely rely on the log reports of dispatching software as a conclusive proof of dispatch of e-mail to the client and shall not dispute on the same.  
Non-receipt of bounced mail notification by the Commodity Broker shall amount to delivery of the contract note at e-mail ID of the client.
8. Client shall inform the Commodity Broker change of his/her/its email ID.
9. The client shall not sublet the trading terminal on any term of connectivity from his/her/its place to any other place without prior approval of Commodity Broker.
10. The client agrees and permits the Commodity Broker for inter-settlement transfer of securities towards settlement.
11. The client agrees and authorises the Commodity Broker to with hold funds payout towards all the applicable margins and debits.
12. Client understands and permits to recover all fines/penalties and charges levied upon trading member due to client's acts / deeds or transaction
13. Client permits and authorises to debit the charges relevant with depository services from client's trading account. The client also agrees to maintain the adequate balance in his/her/its trading account/ pay adequate advance fee for the said reason.
14. Client permits and authories the Commodity Broker to discontinue sending contract note/other documents/details/information on client's email ID if contract notes get bounced for more than 5 times and to start sending physical documents. The client also permits and authories to charge administrative/other charges for the same.
15. The Commodity Broker may from time to time amend these terms and conditions if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority without the consent of the Client. The Commodity Broker may from time to time amend the terms and conditions with the intimate of the Client. The amended terms and conditions shall be intimated in advance to the Client by the Commodity Broker atleast 7 days or such other period as may be prescribed by SEBI. In case the Client continues to deal with the Commodity Broker subsequent to the intimations of such amendments, the Client agrees and acknowledges that it shall be deemed that the Client is agreeable to the new clauses. However, if the Client is not agreeable to such new terms and conditions, the Client has the right to terminate the relationship with the Commodity Brokers as per rights & obligation prescribed by SEBI through communication in writing subject to the meeting of the financial and other obligations under these terms and conditions or any other agreement / arrangement.
16. In case any one or more of the provisions contained in the terms and conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
17. The Client confirms having read and understood these terms and conditions and those relating to various services and products and accepts and agrees to be bound by all the terms and conditions including those excluding /limiting the Commodity Broker's and Exchange's liabilities.
18. Trading in the Exchange is in Electronic Mode, based on VAST, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. Client understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in our back office/front and system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond your control and may result in delay in processing or not processing buy or sell Orders either in part or in full. Client shall be fully liable and responsible for any such problem/fault.

### INTERNET TRADING - TERM AND CONDITIONS

The Commodity Broker offers and/or proposes to offer the Internet Trading Service to its Clients; and the Client desires to avail of the Commodity Broker's internet trading service for purchasing, selling or otherwise dealing in securities subject to the terms and conditions set out herein the client shall be deemed to have read, understood and

agreed to the following terms and conditions in the event the Client avails the Internet Trading service provided by the Commodity Broker:

## 1. DEFINITIONS:

I. In these terms and conditions (including the recitals above), unless the context otherwise requires the following words shall have the following meanings:

- (I) "Exchange Provisions" means the Rules, Byelaws, Regulations, Business Requirements, specification, handbooks, notices, circulars and resolutions of the exchange or any segments of the
- (II) Exchange in force from time to time. "Internet Trading" means Internet based Trading through Order Routing system, being a system approved by the Exchange for enabling clients to route their order to Commodity Broker over the internet.
- (III) "Internet Trading Account Application" means the Client Registration form along with the other supporting documents submitted by the Clients to the Commodity Broker to permit the Client to avail of the Commodity Broker's Internet Trading Service.
- (IV) "Internet Trading Service" or "Service" means the service offered by the Commodity Broker to its clients through Internet Trading where under the clients can route their orders for purchase, sale and other dealings in Securities through the Commodity Broker's Internet Trading System.
- (V) "Password" means an alphanumeric code used by the Client to validate his/her username and access the Service.
- (VI) "Commodity Broker's on the Internet Trading Website" means the web site hosted by the Commodity Broker on the internet through which the Commodity Broker offers the Internet Trading Service and includes the hardware and software used for hosting and supporting the Website or any other system through which Commodity Broker offers the Internet Trading Service.
- (VII) "Username" means an alphanumeric login identification used by the Client for accessing the Service.

## 2. INTERNET TRADING SERVICE:

The Commodity Broker provides the internet Trading Service to the Client subject to these terms and conditions and the provisions of the rights & obligations of Commodity Broker, the exchange provisions, SEBI guidelines and the terms of the Website through which Internet Trading Service is provided. The Commodity Broker shall be entitled to / alter these terms and conditions and the same shall be deemed to be a notice to the Client. The use of Internet Trading acceptance by the Client of said terms and conditions including any modifications / alteration thereto.

## 3. USER NAME AND PASSWORD

3.1 The Client will be entitled to a username and password, which will enable him to access the Commodity Broker 's Internet Trading Website for availing of the Internet Trading Service.

3.2 The Client is aware that the Commodity Broker 's Internet Trading Website itself generates the initial password encrypts and passes on the password to the client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof and subsequently to change his password with the period stipulated by the Commodity Broker. The Client is aware that subsequent passwords are not known or available to the Commodity Broker.

3.3 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 whatsoever through the Commodity Broker's Internet Trading Website using the Client's Username and/or password whether or not such person was authorized to do so.

3.4 The Client shall immediately inform the Commodity Broker of any unauthorized use of the Client's Username or Password with full details or such unauthorized use including the date of such unauthorized use, the manner in which it was unauthorized used, the transactions effected pursuant to such unauthorized use etc.

3.5 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorized use of his username and/or password by a third party and the risk of a person hacking into the Client's account on the Commodity Broker's Internet Trading Website and unauthorized routing orders on behalf of the Client through the System. The Client shall be fully liable and responsible for any and all unauthorized use and misuse of his password and/or username and also for any and all acts done by any person through Commodity Broker's Internet Trading Website on the Client's username in 3.6 any manner whatsoever. The Client undertakes to ensure that the password of the Client and/or his authorized representative are not revealed to any third party including employee/representative of the member.

3.6 The Client shall log off from the Commodity Broker Internet Trading Website at any time the Client is not accessing or using the Internet Trading service and any liability incurred to the Client as a consequence of the Client not logging off the service shall borne solely by the Client.

3.7 Without prejudice to the provisions of Clause 3.5, the Client shall immediately notify the Commodity Broker in writing with full details if:

- (i) He discovers or suspects unauthorized access through his User name, Password or account.
- (ii) He notices discrepancies that might be attributable to unauthorised access.
- (iii) He forgets his password or
- (iv) He discovers a security flaw in the Commodity Broker's Internet Trading Website.

In any of the above events specified in clause 3.7, the Client shall immediately change his password. However, if the Client is unable to change his password by reason of his having forgotten his password or his password having been unauthorized changed by some other person or for any other reason then the Client shall immediately request the Commodity Broker in writing to discontinue his password; and there upon the Commodity Broker shall block the login to discontinue the use of the Client's password and Commodity Broker's Internet Trading Website shall generate a new password for the Client which shall be communicated to the Client. At no point in time shall the Commodity Broker be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the password.

## TECHNICAL & FUNDAMENTAL RESEARCH REPORTS ON DERIVATIVES (TFR)

Caution: Trading in the Commodity derivatives segments using Technical Charts or Short Term Indicators involves high risk and requires skill, experience and knowledge of the Commodity derivatives segments.

Certain transactions including those involving Futures, options & other derivatives as

well as other non-investment grade securities contain substantial risk and are not suitable for all investors. STOP LOSS ORDERS help limit loss but even placing contingent orders, such as “stop-loss” or “stop-limit” orders will not necessarily limit your losses to the intended amounts, and it is important that only a small portion of your corpus is allocated to such trading. Leverage can lead to large losses as well as gains. You may sustain a total loss of the initial margin funds and any additional funds that you deposit with us to establish or maintain a position, and you may incur losses beyond your initial investment.

## **TERMS AND CONDITIONS (TFR)**

ITL Commodities Pvt. Ltd. (ITLCPL) will, at its discretion, provide its trading call, based on Technical and Fundamental Research as also market news to its clients either in the form of a written market commentary or research report sent in e mail, fax form, SMS or through postal or courier service. A brief extract of the TFR reports may also be sent, on enrolment, in SMS, e-mail or fax form. To avail of TFR reports, clients are required to understand, confirm & accept the following:

1. Clients have read and understood in full the terms and conditions contained in the member client agreement and risk disclosure documents provided therein. Clients are also to read and understood the important disclosures and disclaimers forming part of each report.
2. TFR reports are of general information for clients of ITLCPL. They do not constitute a personal recommendation or take into account the particular investment objectives, financial situations, or needs of the individual clients.
3. No information published in TFR Reports constitute a solicitation or offer, or any kind of recommendation, to buy or sell any Investment instruments, to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in TFR reports can be substantial. Clients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
4. The information published and opinions expressed are provided by ITLCPL for personal use and for informational purposes only and are subject to change without notice, ITLCPL makes no representation (either express or implied) that the information and opinions expressed in TFR Reports will be accurate, complete or up to date. The stated price of any securities mentioned in TFR Reports will be as of the date indicated and is not a representation that any transaction can be effected at this price. Neither ITLCPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in TFR Reports.
5. ITLCPL will exercise due diligence in checking the correctness and authenticity of the information contained in TFR Reports, but ITLCPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in TFR Reports or any action taken on basis of TFR Reports. Price and value of the securities forming part of TFR Reports may go up or down. Past performance is not a guide for future performance.
6. ITLCPL may use brand names for all or any of TFR reports. Such names would represent the brand and not the nature or feature of TFR reports.
7. TFR reports will include commentary on derivatives trading, technical, fundamental analysis and limited review of Commodities and may not be based on comprehensive or fundamental of the Commodities.

8. ITLCPL has two independent commodity research groups: Institutional Commodity Research Group and Private Client Group. The Private Group is responsible for the preparation of TFR Reports. A designated team from the Private Research Group also prepares reports based on fundamental evaluation of companies. The views and opinions expressed in TFR Reports may or may not match or may be contrary with the views, estimates, rating, target price, of reports of the Institutional Research Group and Private Client Group dealing in fundamental research. Further, there may be a contrary view within the TFR Reports with regard to estimates, rating, target price as evaluation are based on different criteria.
9. The contents of the TFR Reports cannot be copied, reproduce, republished, uploaded, posted, transmitted or distributed for any non-personal use without obtaining prior permission from ITLCPL.
10. The proprietary trading and investment businesses of the ITLCPL Group may make investment decisions that are inconsistent with the views expressed in the TFR reports.
11. ITLCPL and its affiliates, officers, directors, and employees world-wide may:
  - (a) from time to time, have long or short positions in, and buy or sell the Commodities mentioned in the TFR Reports or
  - (b) Be engaged in any other transaction involving such securities and earn brokerage or other compensation or have other potential conflict of interest with respect to any view and related information and opinions mentioned in TFR Reports,
12. ITLCPL reserves the option to provide all or any of the TFR reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
13. Clients who enroll for SMS/e-mail/Fax delivery of brief extract of TFR reports are required to read the full reports.
14. ITLCPL does not guarantee completeness, error, delay, interruption or timeliness or delivery in whole or in part of any of the TFR reports or their extracts. The same is provided on an “as-is” and “as-available” basis.
15. Investors should not solely rely on the information contained in these TFR reports and must make investment decisions based on their own investment objectives, risk appetite, investment horizon, financial strength or other parameters. The client should take their own professional advice or consult SEBI registered Investment Adviser for these specific investment related advice/requirements and/or before acting on this information.

## **ANTI MONEY LAUNDERING AWARENESS - EDUCATING CLIENTS ABOUT AML PROVISIONS**

This is must read/ understood and to be complied by every one dealing/ desirous in dealing in Commodity Derivative

1. Prevention of Money Laundering Act, 2002 (PMLA) is enacted to prevent the financing of terrorism and to prevent laundering of money i.e. to prevent legalizing or officializing or canalizing the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes etc.
2. PMLA is a part of the Global measures being taken by all the countries under the initiatives of United Nations.
3. It is an obligation of individual/entities to whom PMLA is applicable, to report certain kind of transactions routed through them to Financial Intelligence Unit



- (FIU), a department specially set up to administer PMLA under the Ministry of Finance.
4. PMLA is, inter-alia, applicable to various intermediaries which includes Commodity Brokers, commodity brokers, sub-brokers, authorised person and depository participant etc.
  5. As per PMLA the following type of transaction are to be reported to FIU: -
    - (A) All cash transactions of the value of more than ₹.10 Lacs or its equivalent in foreign currency.
    - (B) All series of cash transactions integrally connected to each other which have been valued below ₹. 10 Lacs or its equivalent in foreign currency where such series of transactions takes place within one calendar month.
    - (C) All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into any non monetary accounts such as demat account.
  6. Any such above transaction(s), though not executed but attempted and failed are also required to be reported
  7. The suspicious transaction(s) can be related to the transaction(s) under the circumstances such as: -
    - (A) Client(s) whose identity verification seems difficult or client(s) that appear not to co-operate;
    - (B) Asset management services for client(s) where the source of the funds is not clear or not in keeping with client(s) apparent standing /business activity;
    - (C) Client(s) based in high risk jurisdictions;
    - (D) Substantial increases in business without apparent cause;
    - (E) Client(s) transferring large sum of money to or from overseas locations with instructions for payment in cash;
    - (F) Attempted transfer of investment proceeds to apparently unrelated third parties;
    - (G) Businesses undertaken by offshore banks/financial services;
    - (H) Businesses reported to be in the nature of export/import of small items;
    - (I) Unusual transactions by Clients of Special Categories (CSCs).
  8. Clients of Special Categories includes: -
    - (A) Non-resident client;
    - (B) High net-worth client (having annual income + networth of more than ₹ 1 Crore);
    - (C) Trust, Charities NGOs and organizations receiving donations;
    - (D) Company having close family shareholdings or beneficial ownership;
    - (E) Civil Servant or family member or close relative of civil servant;
    - (F) Bureaucrat or family member or close relative of bureaucrat;
    - (G) Current or Former MP or MLA or MLC or their family member or close relative;
    - (H) Politician or their family member or close relative;
    - (I) Current or Former Head of State or of Governments or their family member or close relative;
    - (J) Senior government/judicial/military officers or their family member or close relative;
    - (K) Senior executives of state-owned corporations or their family member or close relative;
    - (L) Companies offering foreign exchange offerings;
  9. While opening the new account all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under PMLA.
  10. All the record of transaction(s) and client identifications must be preserved in a manner which can be retrieved promptly and reported to the authorities in the specified format as and when required.
  11. The Clients are advised to be fully conversant with the provisions of PMLA and any amendments thereto from time to time and to co-operate with intermediaries by providing the additional information(s)/document(s), if asked for, to ensure the compliance requirements under PMLA.
  12. The Client are advised to provide certain information which may be of personal nature or has hitherto never been called for such information can include documents evidencing source of funds/income taxreturns/bank records etc. You are advised to co-operate with us whenever such information is sought for from PMLA perspective.
  13. The Clients are advised to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering freedom and causing damage to the nation. The Clients are supposed to provide their active co-operation in the due compliance of the law.
  14. Please visit the website of Financial Intelligence Unit ([www.fiuindia.gov.in](http://www.fiuindia.gov.in)) and Securities and Exchange Board of India ([www.sebi.gov.in](http://www.sebi.gov.in)) for any further information on the subject.

### Pro Disclosure

In pursuance of SEBI/HO/CDMRD/DMP/CIR/P/2016/49 dated April 25, 2016, with a view to increase the transparency in the dealings between the trading member and their Clients, all trading members are required to disclose to his clients whether they do Client based business or proprietary. This is to inform you that we do client based trading and Pro-account Trading in Multi Commodity Exchange of India Ltd (MCX)/ National Commodity & Derivative Exchange Ltd. (NCDEX) / National Multi Commodity Exchange of India Ltd. (NMCE)/ Indian Commodity Exchange Ltd. (ICEX).

## EMAIL AND MOBILE DECLARATION

Client agrees to receive communications pertaining to trading and demat account like Trade Confirmations, Contract Notes, MTM Obligation, Margin Calls, transactions and holding statement or any other communication including the call from ITLCPL etc to his/her/its mobile number/Email registered with ITLCPL. Client also aware that the Commodity Exchanges and Depository have been pursuing a process of confirming the

transaction details directly to the Clients via SMS and Email alerts which they have carried out through their respective Stock Broker. Accordingly, Client accord his/her/it's consent to receive those SMS as well as Emails alerts directly from the Exchanges/Depositories. Client hereby agrees and authorizes ITLCPL to share the contact details with Exchanges/Depositories/KRAs and/or other regulatory Authority.

**1. ILLIQUID CONTRACTS**

A Contract have lack of liquidity and large bid-ask spreads are generally considered to be highly speculative and risky. Depending on the market condition and our RMS (Risk Management & Surveillance) policy, RMS reserves the right to provide the limit in those Contracts and losses if any on account of such refusal shall be borne by the client.

**2. SETTING UP CLIENT'S TRADING LIMITS**

The Broker may from time to time impose and vary limits on the orders that the client can place through the Broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of Commodities in respect of which orders can be placed etc.) The client is aware and agree that the Broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Broker's risk perception and other factors considered relevant by the Broker including but not limited to limits on account of Exchange/SEBI directions/Limits (such as broker level/market level limits in Commodity specific/volume specific exposures etc.) and the Broker shall not be responsible for such variation, -eduction or imposition in advance. The client agrees that the Broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the broker's trading system on account of any such ariation, reduction or imposition of limits. The client agrees that the Broker may at any time a till sale discretion and without prior notice, prohibit or restrict the client ability to place any order or trade in Commodities through the Broker or it may subject to any order placed by the client to review before its entry into the trading system and may refuse to execute/allow execution of any order due to but not limited to the reason of lack of Margin/Commodities or the order being outside the limits set by the Broker/Exchange/SEBI and any other reason which the Broker deems appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or due to delay caused by such refusal or due to delay caused by such review shall be borne exclusively by the client alone. We have margin based RMS System. Total deposit of the client are uploaded in the system and the client may take exposure on the basis of applicable margin for the respective commodity as per margining system of the Exchange and/or margin defined by the RMS based on their Risk perception. Client may take the benefit of "credit for sale" benefit of Commodities held in margin by selling the same by selecting delivery option through order entry window in the trading system, the value of the commodities sold will be added with the value of deposit and on the basis of that, client may take fresh exposure. In case of exposure taken on the basis of shares margin, the payment is required to be made before the exchange pay-in date otherwise it will be liable to square off after the pay-in time or any time due to shortage of Margin.

**CONDITION UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR THE BROKER MAY CLOSE THE EXISTING POSITION OF A CLIENT**

The Broker has margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per RMS policy of the company.

The, exiting position of the client is also liable to square off/close out without prior giving notice due to shortage of margin/non making of payment for their pay-in obligation/outstanding debts.

**4. APPLICABLE BROKERAGE RATE**

Brokerage Will be charged within the limits prescribed by SEBI/ Exchanges.

**5. IMPOSITION OF PENALTY/DELAYED PAYMENT CHARGES**

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their paying/margin obligation on time as per the exchange requirement/schedule at the rate of 3% per month. The client agree that the Broker may impose fine and penalties for the order/trades/margin/deals/ actions of the clients which is contrary to these agreement/rules/regulations/ bye laws of the exchange or any other law for the time being in force at such rates and in such form as it may deem fit. Further where the Broker has to pay any fine or bear any punishment from any authority in connection with/as a consequence of (In relation to any of the orders/trades/deals/actions of the client, the same shall be borne by the client.

**6. THE RIGHT TO SELL CLIENT'S COMMODITIES OR CLOSE CLIENT'S POSITIONS, WITHOUT GIVING NOTICE TO THE CLIENT, ON ACCOUNT OF NON PAYMENT OF CLIENT'S DUE**

Without prejudice to the Brokers other right (Including the right to refer the matter to arbitration), the Broker shall be entitled to liquidate/close out all or any of the clients position without giving notice to the client for non-payment of margins or other amounts including the pay in obligation, outstanding debts etc and adjust the proceeds of such liquidation/close out, if any, against the clients liabilities/obligations. The client shall ensure timely availability of funds/Shares/Commodities (WR's) in form and manner at designated time and in designated bank and depository accounts, for meeting his/her (Its pay in obligation of funds and Commodities. Any and all losses and financial charges on account of such liquidations/closing out shall be charged to & borne by the client. In case of Shares lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc. for margin or other purpose the benefit of shares due to received under Bonus, Stock Split, Right issue etc will be given when the shares is actually received in the Broker designated demat account. In case the payment of the margin is made by the client through a bank instrument. the 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 Broker. Where the margin is made available by way of Commodities or any other property, the Broker is empowered to decline its acceptance as margin / Commodity &/or to accept it at such reduced value as the Broker may deem fit by applying haircuts or by valuing it by making it to market or by any other method as the Broker may deem fit in its absolute discretion. The Broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions at the pre-defined square off time or when Market to Market (M-T-M) percentage reaches or crosses stipulated margin. The Broker will have sole discretion to decide referred stipulated margin



percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices, the client shall also be solely liable for all and any penalties and charge levied by the exchange(s).

#### **7. SHORTAGES IN OBLIGATION ARISING OUT OF INTERNAL NETTING OF TRADES**

Broker shall not be obliged to deliver any Commodities or pay any money to the client unless and until the same has been received by the Broker from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the client has fulfilled his/her (Its obligation first. In case of short delivery by a client, penalty against the shortages in obligations arising out of internal meeting of trades as levied by the Exchange shall be bear by the client.

#### **8. CONDITIONS UNDER WHICH A CLIENT MAY NOT BE ALLOWED TO TAKE FURTHER POSITION OR THE BROKER MAY CLOSE THE EXISTING POSITION OF A CLIENT**

We have margin based RMS system. Client may take exposure up to the amount of margin available with us. Client may not be allowed to take position in case of non availability/shortage of margin as per our RMS policy of the company. The existing position of the client clear balance is also liable to square off/close out without giving notice due to shortage of margin/non/making of payment for their pay-in obligation/outstanding debts.

#### **9. TEMPORARILY SUSPENDING OR CLOSING A CLIENT'S ACCOUNT AT THE CLIENT'S REQUEST**

On the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement. Broker as a protective measure and also good governance carries out internal checks on the transactional activities in the clients accounts to verify trading in dormant accounts, trading in illiquid contracts, any manipulated activities by the Client's (detectable), ECN bounces and trading activities not commensurate with income declared, other money laundering activities, spurt in volumes and any other activities which broker may feel is derogatory/detrimental to the market or client. These activities are carried out as proactive measures and some of them as various regulatory requirements. In above cases, Broker may deactivate the client account in the system for the purpose of further trading activity with or without notice.

#### **10. DE REGISTERING A CLIENT**

Notwithstanding anything to the contrary stated in the agreement, the Broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

(i) If the action of the client are prima facie illegal/improper or such as to manipulate the price of any Commodities or disturb the normal/proper functioning of Commodities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.

(ii) If there is any commencement of legal process against the client under any law in force

(iii) On the death/lunacy or other disability of the Client.

(iv) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the Broker;

(v) If there is reasonable apprehension that the Client is unable to pay its debts or the client has admitted its inability to pay its debts, as they become payable;

(vi) If the Client is in breach of any term, condition or covenant of this

Agreement;

(vii) If the client has made any material misrepresentation of facts, including (without limitation) in relation to the Commodity;

(viii) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;

(ix) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution; (x) If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relied undertaking;

(xi) If any covenant or warranty of the client is incorrect or untrue in any material respect;

#### **II. INACTIVE CLIENT ACCOUNT**

Client account will be considered as inactive if the client does not trade for period of 12 months. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive. The client has to make written request for reactivation of their account.

#### **12. CLIENT ACCEPTANCE OF POLICIES AND PROCEDURES STATED HEREIN ABOVE:**

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses this document any circumstance what so ever. These policies and Procedures may be amended/changes unilaterally by the broker, provided the change is informed to me/us through anyone or more means or methods. I/we agree never to challenges the same on any grounds including delayed receipt/non receipt or any other reasons whatsoever. These policies and Procedures shall always be read along with the agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and Broker before any court of law/Judicial/adjusting authority including arbitrator mediator etc.

**FOR REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND E-MAIL ADDRESS**

To,  
**The Compliance Officer** Date : \_\_\_\_\_  
**ITL COMMODITIES PVT. LTD.** **Member Id's :**  
 B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I 10033 45305 (MCX)  
2052 (ICEX)

**Sub: Consent for Mobile and E-mail Registration**

Dear Sir,  
 I/We hereby request you to send all your communications pertaining to my/our trade like Trade Confirmations, Contract Notes, MTM Obligation, Margin Calls or any other communication (which is necessary from your Compliance point of view) including the verification call from ITLCPL etc. on the below mentioned Mobile Number/Email Id.

Contact Mode	Mention E-mail / Mobile	Mobile / E-mail is registered in the Name (Please tick the correct box)			
		Self	Spouse	Dependent Child	Dependent Parent
E-mail		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mobile No.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I/we confirm that:

The said Mobile is registered in the name of \_\_\_\_\_ and the Email is/is also registered in the name of \_\_\_\_\_

I/We am/are also aware that the Commodity Exchanges have been pursuing a process of confirming the trade details directly to the Clients via SMS and Email alerts which they have carried out through their respective Commodity Broker. Accordingly, I/We accorded my/our consent to receive those SMS as well as Emails alerts directly from the Exchange on the above stated contact details for the purpose. I/We hereby authorize your for sharing the contact details with Exchanges.

Yours faithfully

Name of the Client : \_\_\_\_\_

Sign here : (7)



Trading Code : \_\_\_\_\_

**GENERAL AUTHORISATION BY THE CLIENT**

**ITL COMMODITIES PVT. LTD.**

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-110033

Date : \_\_\_\_\_

**A. RUNNING ACCOUNT AUTHORISATION**

Dear Sir,


1. I / We am / are aware that as per the SEBI/ Exchange requirements, the settlement of funds is to be done within 48 hours of receiving the relevant pay out from the Exchange. I / We am/are also aware and understand that it is difficult to manage repeated payments with respect to all commodity market transactions. Also, I/we desire to use my/our commodities and monies as margin / collateral without which we cannot deal / trade.
2. Therefore, I/We hereby request and authorize you to maintain my account as a running account(s) which will entail that all funds/commodities due to us on payout shall be withheld with yourselves beyond the stipulated deadline send given to us only on demand. You shall transfer the funds lying in our credit within given Exchange prescribed time frame of my / our request.
3. I / We further authorize you to debit the funds from my / our running accounts and make pay-in of commodities /funds to exchanges. Subject to your discretion and valuation, please treat my / our collaterals and funds lying to my/our credit in running accounts as margin / collateral for my / our dealings / trading.
4. I/We further authorize you to debit/credit/transfer the funds between the various commodity Exchanges to clear / set off / adjust my / our debit balance or various dues payable to you / Exchange(s).
5. I / We acknowledge that I / We can revoke the above mentioned running account authority at any time by sending a signed instruction through post.
6. I/We request you to settle my funds account once in the period as allowed by SEBI/Exchange(s) from time to time except the collaterals given by me / us towards margins. I /we agree that ITLCPL may retain an amount as prescribe by the exchanges or SEBI from for effecting settlement of funds in my / our account. This amount should be released based on my/our specific request only.
7. I / We confirm youthat I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it as the case may be in writing at your registered office.

In case I / We have an open position on the settlement date, you may retain the requisite funds to meet the maximum likely margin obligations for the next 3 trading days as you may decide, subject to the relevant market conditions.

My/Our preference for actual settlement off funds and securities/commodities is at least:

Once in a Calendar Month

Once in a Calendar Quarter

Sign here : (8) 

Client Name: \_\_\_\_\_

**B. VERBAL ORDER ACCEPTANCE AUTHORIZATION**

**ITL COMMODITIES PVT. LTD.**

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I 10033

Dear Sir,

I/we am/are dealing with you as client at MCX, ICEX in Derivative Segment. As my/our broker i.e. agent I/We direct and authorize you to carry out trading/ dealing on my/our behalf as per instruction given below.

I/We agree and acknowledge that it is advised by you that I/We should give instruction for order placement/ modification and cancellation in writing and to avoid disputes, I/We must give instruction in exactly the format given below in duplicate (carbon copy/ photocopy only) and take signatures of at least two authorized officers at the branch along with company stamp on the carbon copy/ photocopy of the instructions in acknowledgment of receipt of my our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so rapid the it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my/our authorized representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line/mobile phone) and execute the same. I/ We understand the risk associated with verbal orders and accept the same, and agree that I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/our directions given above.

Thanking You

Yours Faithfully,

Sign Client : (9) 

Name : \_\_\_\_\_

## C. OTHER AUTHORIZATIONS

### ITL COMMODITIES PVT. LTD.

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-110033

Dear Sir,


I / We am / are dealing in Commodity with you at Commodity Exchange and in order to facilitate ease of operations, I / We authorize you as under:

1. I / We hereby authorize you to keep all the commodities which we give you in margin including the payout of commodities received, to use the commodities for meeting margin / other obligation in Commodity exchange in whatever manner which may include pledging of commodities in with the custodian and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Commodity Exchange or otherwise.
2. I / We request you to consider my / our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me / us all the confirmation on telephone unless instructed otherwise in writing. I / We am / are agreed for getting required details from contract note issued by you.
3. I / We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
4. I / We will inform you the change in my/our email id either by telephonically/post/email.
5. Trading of Commodity is in Electronic Mode, based on VSAT, leased line, ISDN, Modem, Internet and VPN, combination of technologies and computer systems to place and route orders. I / We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control and may result in delay in processing or not processing buy or sell orders either in part or in full. I/We understand that you are not making any representation or warranty that your service will be available to the Client at all times without any interruption. I/We agree that I/We shall not have any claim for any loss incurred by me/us against you on account of any suspension, delay, interruption, nonavailability or malfunctioning of your System or Service for any reason whatsoever. I / We agree that I / We shall be fully liable and responsible for any such problems / glitch.
6. I / We confirm that I / We will not sublet the trading terminal on any term of connectivity from my / our place without your prior approval.
7. I / We shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.
8. I / We agree that any loss due to any erroneous entry / erroneous order modification shall be entertained only to the extent of insurance claim received.
9. I / We agree that any MTM loss on open positions should be adjusted against the initial deposit maintained in cash by me / us with you.
10. With reference to Trading Account opened with you for the purpose of dealing in Commodities Derivative Segment of the Exchange. In case of default in daily margin or failure to fulfill in any additional margin requirement stipulated by you (including levied by the Exchanges) or if any outstanding debt occur in my/our account, I/We irrevocably authorize you to close out/liquidate whole or any part of my/our position without prejudice to your right to refer the matter to Arbitration. Any or all losses and financial charges on account of such liquidation/closing out, etc shall be charged to and borne by me/us. If due to power failure, connectivity failure, circuit breakers, lack of market depth or any other reason, my/our open trade is not squared off on the same day, you may square off the same on subsequent trading session.

Name : \_\_\_\_\_

Client Code : \_\_\_\_\_

Date : \_\_\_\_\_

Sign here : (10) 

**LETTER OF AUTHORITY TO TRADE**

**ITL COMMODITIES PVT. LTD.**

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I I 0033

Dear Sir,

**Sub : Authority to Trade on my/our behalf**


I/we am/are the holder of a trading account bearing number..... (Here in after referred to as the "Account") opened and maintained with you and wish to appoint/nominate ..... (Here in after referred to as the "Representative"), s/d of..... aged about.....years, presently residing at ..... to perform all or any of the following acts, deeds and things. for and on my/our behalf and in my/our interest.

1. To operate the Account on my/our behalf.
2. To issue necessary instructions to you, for purchase, sale or transfer of Commodities from or to the Account as per Representative own judgment and to sign necessary documents. wherever required effectuating such instructions of purchase, sale or transfer of Commodities from or to the Account.
3. To make or cause to make payments to ITL COMMODITIES PVT. LTD. (ITLCPL) whenever necessary. and in accordance with my/our obligations in accordance with the terms and conditions of various agreements executed between me/us and ITLCPL.
4. To duly honour all my/our contractual obligations under various agreements executed between me/us and ITLCPL including but not limited to the RIGHTS AND OBLIGATIONS OF ITLCPL, AUTHORIZED PERSONS AND me/us as prescribed by SEBI and Commodity Exchanges and/or any other undertaking, commitment issued by my/us in favour or ITLCPL.
5. To accept and give valid discharges for acceptance and submission of contract notes, bills, ledger statements, transaction statements and all correspondence on my behalf and report any discrepancy therein to ITLCPL.
6. To receive & accept necessary telephonic calls pertaining to margin &/or trade confirmation or any other call including verification call from ITLCPL & undertake to update this contact detail in writing with ITLCPL in the event of any such change. taking place at any time in future.
7. To sincerely abide by the Statutes, Rules, Regulations and Guidelines prescribed for the purpose and in relation to the operation of the Account.
  - a. I/we hereby agree and undertake that all such acts, deeds and things done by the Representative shall be deemed to be binding up on me/us as the same has been done by me/us only and I/we shall hereby ratify all and such acts, deeds. or things done by Representative in any manner whatsoever in discharge of the duties conferred upon him/her under the present instrument.
  - b. I/we hereby agree and undertake to indemnify and keep ITLCPL including its directors. officers and employees indemnified against any loss, claims. liabilities, obligations. damages. deficiencies, actions, suits, or proceedings aroused / accrued or caused to the ITLCPL for any wrong act, deed or thing done by the Representative in any manner whatsoever in exercise of the powers conferred upon him.
  - c. I/we further undertake and agree not to challenge any act, deed or things done by said Representative in any manner.
  - d. I/we hereby agree and acknowledge that this letter of Authority shall be effective and operational until ITLCPL received and acknowledged revocation letter at its registered office.

Name : \_\_\_\_\_

Client Code : \_\_\_\_\_

Date : \_\_\_\_\_

Sign here : (11) 



## ELECTRONIC CONTRACT NOTE (ECN) DECLARATION (VOLUNTARY)

### ITL COMMODITIES PVT. LTD.

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I I 0033

Dear Sir,

I, \_\_\_\_\_ a client with Member M/s. ITL COMMODITIES PVT. LTD. of MCX, ICEX Exchange undertake as follows:

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

Client Name : .....


Unique Client code : .....

PAN : .....

Address : .....


Signature of the Client

Verification of the client signature done by,

(12)  \_\_\_\_\_

Name of the designated officer of the Member

Date : \_\_\_\_\_ Plate : \_\_\_\_\_

Signature  \_\_\_\_\_

## DECLARATION BY THE CLIENT TO ABIDE THE NET OPEN INTEREST POSITION AS PERMISSIBLE IN ANY COMMODITY

Dear Sir,

**Subject : My / Our request for trading in commodity forward contracts / commodity derivatives on All Exchanges as your client**

I/We, the undersigned, have taken cognizance of circular no. MCX/338/2006 dated August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX), circular no. ICEX/Trading/2012/220 issued by the Indian Commodity Exchange Limited (ICEX) any other circulars issued by SEBI/Exchange from time to time on stated matter 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 undertake that I/we do not trade through any Trading Member other than ITL COMMODITIES PVT. LTD.

**OR**

I/We hereby declare that I/we are also trading in Commodities through \_\_\_\_\_ (name of the Trading Member)

having Member ID \_\_\_\_\_ in  MCX  ICEX

Client ID \_\_\_\_\_ and through \_\_\_\_\_ name of the Trading Member having Member ID \_\_\_\_\_

in  MCX  ICEX under the Client ID \_\_\_\_\_.

I/We hereby declare and undertake that I/we will not exceed the position limits prescribed from time to time by MCX/ICEX or SEBI and such position limits will be calculated in accordance with the contents of above stated circulars of all exchanges as modified from time to time.

I/We undertake to inform you or keep you informed if 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, take or holds any position in any commodity forward contract/commodity derivative on MCX/ICEX through you or through any other member(s) of MCX/ICEX, to enable you to restrict our position limit as prescribed by the above referred circular of MCX/ICEX 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 client on MCX/ICEX only on the basis of our above assurance and undertaking.

I/We further undertake to bear any liability/penalty/charges levied by MCX/ICEX for the non compliance of the aforesaid circulars or as modified from time to time.

Yours faithfully

Sign here : (13)  \_\_\_\_\_

\_\_\_\_\_

## FATCA & CRS DECLARATION (FOR INDIVIDUAL)

Do you have any non-indian Country(ies) of Birth / Citizenship / Nationality and Tax Residency?  Yes  No

<b>Sole/First Holder/Guardian</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
Country of Birth	
Country of Citizenship/ Nationality	
Are you a US Specified Person?	<input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer Id
Country of Tax Residency* (Other than India)	Taxpayer Identification No.
1.	
2.	
3.	

\*Please indicate all countries in which you are a resident for tax purpose and associated Taxpayer identification number.

## FATCA - CRS Terms and Conditions

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform ITL COMMODITIES PVT. LTD. for any modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Signatures <sup>(14)</sup>  \_\_\_\_\_  
Sole/First Holder Signature

\*For detail terms & conditions please see Client Copy

## FATCA & CRS DECLARATION (FOR NON-INDIVIDUAL)

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India  Yes  No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other <sup>§</sup> , please specify)
1.			
2.			
3.			

<sup>§</sup>In case Tax Identification Number is not available, kindly provide its functional equivalent.

In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

**PART A** (to be filled by Financial Institutions or Direct Reporting NFEs)

1.	We are a, Financial institution <input type="checkbox"/> (Refer 1 of Part C) or Direct reporting NFE <input type="checkbox"/> (Refer 3(vii) of Part C) (please tick as appropriate)	<b>GIIN</b> <input style="width: 70%;" type="text"/>	<b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below  Name of sponsoring entity _____ _____
	<b>GIIN not available</b> (please tick as applicable) <input type="checkbox"/>	<input type="checkbox"/> <b>Applied for</b>	<input type="checkbox"/> Not obtained – Non-participating FI <input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category <input style="width: 20px;" type="text"/> (Refer 1 A of Part C)

**PART B** (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

1.	Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)	Yes <input type="checkbox"/> (If yes, please specify any one Stock Exchange on which the stock is regularly traded) Name of Stock Exchange _____
2.	Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)	Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one Stock Exchange on which the stock is regularly traded) Name of listed company _____ Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company Name of Stock Exchange _____
3.	Is the Entity an active NFE (Refer 2c of Part C)	Yes <input type="checkbox"/> Nature of Business _____ Please specify the sub-category of Active NFE <input style="width: 20px;" type="text"/> (Mention code – refer 2c of Part C)
4.	Is the Entity a passive NFE (Refer 3(ii) of Part C)	Yes <input type="checkbox"/> Nature of Business _____

**UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)**

**Category** (Please tick applicable category):
  Unlisted Company
  Partnership Firm
  Limited Liability Partnership Company  
 Unincorporated association / body of individuals
  Public Charitable Trust
  Religious Trust
  Private Trust  
 Others (please specify \_\_\_\_\_)

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN #			
Address	Zip <input style="width: 60px;" type="text"/> State: _____ Country: _____	Zip <input style="width: 60px;" type="text"/> State: _____ Country: _____	Zip <input style="width: 60px;" type="text"/> State: _____ Country: _____

Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID <sup>o</sup>			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) <sup>s</sup>			

\* To include US, where controlling person is a US citizen or green card holder

# If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

% In case Tax Identification Number is not available, kindly provide functional equivalent

<sup>s</sup> Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

#### DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform ITL COMMODITIES PVT. LTD. for any modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name	
------	--

Designation	
-------------	--

(I4A)  \_\_\_\_\_  
Sole/First Authorised Signatory

(I)  \_\_\_\_\_  
Second Authorised Signatory

(I)  \_\_\_\_\_  
Third Authorised Signatory

Place \_\_\_\_\_

Date \_\_\_/\_\_\_/\_\_\_\_\_

\*For detail terms & conditions in client copy

**DISCLOSURE BY CLIENT UNDER PMLA 2002**

Client Name : \_\_\_\_\_

Details of the Corporate/Partnership Firm/Trust/etc. where I/We am/are affiliated

S. No.	Name	Entity Type	Nature of Business	Relationship	PAN
1.					
2.					
3.					
4.					
5.					
6.					
7.					

I/We hereby submit and agree to submit as the commitment every financial year the following documents to ITL Commodities Pvt. Ltd. (ITLCPL)

1. Audited Annual Accounts or
2. Self attested copy of Income Tax Return or
3. Any other Financial information as requested by the ITLCPL

I/We further confirm that I/we invest in the Commodity Market with:

- My/our owned funds
- Borrowed Funds from Bank/NBFC or
- Borrowed Funds from others

I/We hereby declare that I/we am/are not doing any benami transaction in my/our account. I/We understand that in case of any Cash/Supicious/Benami transaction being observed into my account, the Member may report the same to Director FIU-IND, New Delhi under the provisions of PMLA, 2002 and thereafter I/we will be liable for any enquiry of penalty which might be levy by the Regulatory Authrity under the said Act.

Sign here : (15) 



To,

**ITL COMMODITIES PVT. LTD.**

Member : **MCX, ICEX**

B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I | 0033

Dear Client!!

**Subject: Prevention of Money Laundering**

Money laundering is a process of making dirty money lean, Money is moved around the financial system again and again in such manner that its origin gets hidden.

It involves complex chain of activities whereby huge amount of money generated from illegitimate activities viz. selling of narcotic drugs, extortion, corruption, illicit dealing in weapons, human trafficking etc. is put through a series of process so that it comes out at the other end as clean and legal money. Terrorist organizations encourage money laundering to support their illegal acts.

It is important to note that due to increased vigilance in the wake of threats emanating from increasing terrorism, any failure on our part to discharge the duties cast on us under the applicable laws or we becoming an instrumental or a part of the chain, even if unknowingly or ignorantly, may invite the trouble.

In order to fight against the money laundering and terrorist financing the Prevention of Money Laundering Act (PMLA) was brought into force w.e.f. July, 1, 2005 in India. Guidelines were also issued in the context of the recommendations made by the Financial Action Task Force on anti-money laundering standards. Compliance with these standards has become imperative of international financial relations.

PMLA is applicable to every intermediary registered with Forward Market Commission (FMC), which includes a Commodity Brokers and any other intermediary associated with Commodities Market.

As per the provisions of PMLA, the intermediaries are required to comply with Know Your Client (KYC) norms, conduct on going client due diligence to ensure that the activity being conducted in any account is consistent with the intermediary's knowledge of the client, its business and risk profile.

In light of the above, you are requested to provide the information or documents evidencing source of funds, income tax returns, bank records, demat holding, etc. at the time of registration as a client with us or subsequently whenever asked for during the course of your dealing with us.

Sign here : (16) 

**DECLARATION BY KARTA & ALL THE CO-PARCENERS (FOR HUF ONLY)**

To,  
**ITL COMMODITIES PVT. LTD.**  
Member : **MCX**  
B-35/3, 2nd Floor, G. T. Karnal Road, Delhi-I I 0033

1. Whereas the Hindu Undivided Family of.....is carrying on business in the firm name and style of..... at ..... , we intent to deal or desire to have Commodities Trading Account with ITL COMMODITIES PVT. LTD. (hereinafter referred as Member). We undersigned, hereby confirm and declare that we are the present adult co-parceners of the said joint family; that Mr./Mrs..... is the present Karta of the said joint family.
2. We confirm that affairs of HUF firm are carried on mainly by the Karta Mr/ Mrs. .... on behalf and in the interest and for the benefits of all the co-parceners. We hereby authorize the Karta on behalf of the HUF to deal with the member and the said trading member is hereby authorized to honor all instructions oral or written, given by him on behalf of the HUF. He is authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through the member on behalf of the HUF.  
  
He is also authorize to sign execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said HUF firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every coparceners of the said joint family, including the share of the minor co parceners, if any.
3. We undertake to advise the member in writing of any change that may occur in the Karta ship or in the constitution of the said joint family or of the said HUF firm and until receipt of such notice by the member who shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however continue to be liable jointly and severally to the member for all dues obligations of the said HUF firm in the Member's book on the date of the receipt of such notice by the member and until all such dues and obligations shall have been liquidated and discharged.
4. The names and dates of the birth of all the present minor & major co-parceners of the said joint family are given below. We also undertake to inform you in writing as and when each of the said members attains the majority and is authorized to act on behalf of, and bind the said HUF firm.

**List of Family Members**

S. No.	Name of the Co-parceners (Including Minor also)	Relationship with Karta	PAN No.	Address (if other than Karta's address)	Date of Birth	Signature
1.						
2.						
3.						
4.						
5.						
6.						

Note : For clients, in case of adult family member provide copy of PAN card or any other ID proof (DL/Voter ID/ Passport). In case of Minor Family Member provide copy of age certificate (Birth Certificate/School Leaving Certificate).

Name of the HUF : \_\_\_\_\_

Signature of Karta with Rubber Stamp

Date : \_\_\_\_\_ Place : \_\_\_\_\_

# FORMATS

## FOR TRADING ACCOUNT OPENING FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS

(To be obtained on pre-printed Letterhead of company)  
(This Letter is to be obtained only if the client is a body corporate)

Certified True Copy of the Resolution passed at the meeting of the Board of Directors/Trustees/of \_\_\_\_\_

\_\_\_\_\_  
Ltd./Trust and having its registered office at \_\_\_\_\_

\_\_\_\_\_ held on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ at \_\_\_\_\_ AM/PM

Resolved that the Company/Trust be registered as CLIENT with ITL Commodities Pvt. Ltd., member of The MCX EXCHANGE, ICEX EXCHANGE and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories:

SNo.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise through ITL Commodities Pvt. Ltd. on the behalf of the Company/Trust.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and/or

Mr. \_\_\_\_\_, Directors/Trustees of the company/Trust be and are hereby authorized to sign or to execute as may be deemed necessary or expedient to give effect to this resolution.

AND RESOLVED FURTHER THAT, the Common Seal of the Company be affixed, whenever necessary, in the presence of all Directors or of any one director and Company Secretary, who shall sign the same in token of their presence.

For \_\_\_\_\_ Ltd.

\_\_\_\_\_  
Chairman/Company Secretary/All Trustees

\_\_\_\_\_  
Specimen Signatures of the Authorised Persons

S.No. Name

(The above signatures to be attested by the person signing the resolution for account opening on behalf of the Company/Trust).

## A. DOCUMENT TICK LIST FOR INDIVIDUAL

### 1. PAN Card

### 2. Address Proof

Passport  Voter ID Card  Aadhar Card  Ration Card  Bank Statement or Passbook\*\*  Driving License

Electricity Bill\*\*  Telephone Bill (only land line bill of MTNL & BSNL)\*\*  Registered lease or Sale Agreement

Gas Bill\*\*  Any Other   (Please Specify)

\*\* Telephone Bill/ Electricity Bill/Gas Bill/Bank Statement copy or passbook copy is not older than three month

### 3. Bank Proof

Name Printed Cancelled Cheque Leaf \*  Copy of pass book  Bank Statement Specifying name of Constituent

\* Cancel Cheque Leaf must for MICR and IFSC code

### 4. DP Proof

Current Demat Master  Recent Holding Statement

## B. DOCUMENT TICK LIST FOR CORPORÆ

### 1. Address Proof of Company\*\*

Bank Statement or Passbook\*\*\*  Telephone Bill (only land line bill of MTNL & BSNL)\*\*  Electricity Bill\*\*\*\*  Form I8

\*\*\* Telephone Bill/ Electricity Bill/Bank Statement copy or passbook copy is not older than three month

### 2. Bank Proof

Name Printed Cancelled Cheque Leaf \*  Copy of pass book  Bank Statement Specifying name of Constituent

\* Cancel Cheque Leaf must for MICR and IFSC code

### 3. DP Proof

Current Demat Master  Recent Holding Statement

### 4. Other Mandatory Document

Pan card of Company  List of Director's & Promoters \*\*  Board Resolution \*\*  Balance Sheets of Last Two Years

Share Holding Pattern \*\*  Networth Certificate  Certified MOA  ITR of last two year

Certified AOA  List of Authorised Signatory

\*\* These documents must be on letter head of the company and should be duly signed and stamped

### 5. Directors Details

PAN  Passport size Photograph  UID  DIN  DPIN  Form 32

Address proof   (Please Specify) Bank Statement  Cancel Cheque Leaf

\* Cancel Cheque Leaf of each Director is must for MICR and IFSC code



### C. DOCUMENT TICK LIST HUF

**1. PAN Card of HUF**

---

**2. Address Proof of HUF\*\***

Bank Statement of Passbook\*\*\*  Telephone Bill (only land line bill MTNL & BSNL)\*\*  Electricity Bill\*\*\*

Any Other  (Please Specify)

\* Rent Agreement not accepted for address proof as per SEBI guidelines  
 \*\*\*Telephone Bill/ Electricity Bill/Gas Bill/Bank Statement copy or passbook copy is not older than three month

---

**3. Bank Proof of HUF**

Name Printed Cancelled Cheque Leaf  Bank Statement Specifying name of Constituent  Copy of pass book

\* Cancel Cheque Leaf must for MICR and IFSC code

---

**4. DP Proof**

Current Demat Master  Recent Holding Statement

---

**5. Other Mandatory Document**

HUF Declaration  List of Coparseners

---

**6. Karta Details:**

Pan  Passport size Photograph  UID

Address proof  (Please Specify)  Bank proof  (Please Specify)

---

**7. Coparcener's Details:**

Pan

Address proof  (Please Specify)  Any Other  (Please Specify)

### D. DOCUMENT TICK LIST FOR PARTNERSHIP

**1. Address Proof of Partnership Firm\*\***

Telephone Bill (only land line bill MTNL & BSNL)\*\*  Electricity Bill\*\*\*  Bank Statement of Passbook\*\*\*

Any Other  (Please Specify)

\*\* Rent Agreement not accepted for address proof as per SEBI guidelines  
 \*\*\*Telephone Bill/ Electricity Bill/Gas Bill/Bank Statement copy or passbook copy is not older than three month

---

**2. Bank Proof of Partnership Firm**

Name Printed Cancelled Cheque Leaf  Copy of pass book  Bank Statement Specifying name of Constituent

\* Cancel Cheque Leaf must for MICR and IFSC code

---

**3. DP Proof**

Current Demat Master  Recent Holding Statement

---

**4. Other Mandatory Document**

Pan Card of Partnership Firm  Authority Letter\*\*  List of Partner's with Sharing ratio\*\*  Networth Certificate

ITR of last two year  Partnership Deed  Balance Sheets of Last Two Years  DPIN  Certificate of Registration

\*\* These documents must be on letter head of company and should be duly signed and stamped

---

**5. Partners Details**

Pan  Passport size Photograph  UID  Cancel Cheque Leaf

Address proof  (Please Specify)  Bank Statement

\* Cancel Cheque Leaf must for MICR AND IFSC code



**Commodities  
Online Trading**

**itl**

**ITL COMMODITIES PVT. LTD.**

**Registered Office Address : B-35/3, 2nd Floor, G.T.Karnal Road, Delhi-110033**

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