

**SET OF ACCOUNT OPENING DOCUMENT**

Name of member: **Annamalai Capital Services (P) Ltd.**

**Registered Office :** No.14, Arts College Road ,Coimbatore - 641 018. Ph: 0422 - 2211487

**Corporate Office :** No. 1509/1593 Trichy Road, Coimbatore - 641 018.  
Ph No: 9750921125 (4 Lines)

**MCX Membership Registration Number: 29050**  
**FMC Unique membership Code : FMC / MCX / CORP / 0343**

Compliance officer name, phone no. & email id: **Mr. Deepak Vijayan Ph : 97509 21131, e-mail : deepak@annamalaicapital.com**

CEO name, phone no. & email id : **Mr. S. Hariharasubramanian, Ph : 9750921150, e-mail : hari@annamalaicapital.com**

S. No.	Name of the Document	Brief Significance of the Document	Page No
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY FMC &amp; EXCHANGES</b>			
1	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent and an instruction/check list.	2 to 5
2	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	6 to 7
3	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	7 to 10
4	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors	10 to 11
5	Electronic Contract Note (ECN)	Document of declaration for receiving contract note by e-mail in respect all the trades done by the clients	15
6	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s)	16
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER *</b>			
7	Letter from client		12 to 14

\* For any grievance / dispute please contact member Annamalai Capital Services (p) Ltd at the above address or E-mail Id cs@annamalaicapital.com Ph : 9750921125. incase not satisfied with the response, please contact the concerned exchange(s) at grievance@mcxindia.com and Ph : 91-22-66494000

- \* Following documents should not form part of either mandatory or voluntary documents
1. Authorization letter for any inter family / group company / related accounts adjustment
  2. Authorization of adjustment of funds among securities exchange and commodities exchange

**Annamalai Capital Services (P) Ltd.**  
**Know your Client (KYC) Application Form**  
**[For Individual]**

**Registered Office :** No.14, Arts College Road ,Coimbatore - 641 018. Ph: 0422 - 2211487

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**MCX Membership Registration Number: 29050**  
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Please affix your  
photograph and sign  
across photograph

**2**

**Please fill this form in English and in BLOCK LETTERS**

**A. IDENTITY DETAILS**

(01) Name of the Applicant : .....

(02) Name of the Father / Spouse : .....

(03) a. Gender : Male  Female           b. Marital Status : Single  Married

        c. Date of Birth : ..... (DD/MM/YYYY)

(04) a. Nationality : .....

        b. Status : Resident Individual  Non Resident  Foreign National

(If Non-resident / Foreign National, Self-certified copy of statutory approval obtained must be attached)

(05) a. PAN : .....

        b. UID No. / Aadhar if available : .....

        c. Any other additional proof of Identity : .....

**B. ADDRESS DETAILS**

(Proof of Address must be different from the proof of identity submitted).

(01) Correspondence Address : .....

City..... Pin.....

State..... Country .....

(02) Contact Details : Tel(Off)..... Fax .....

Tel(Resi)..... Mobile.....

(03) Specify the proof of Address submitted for Correspondence Address : .....

(04) Permanent Address : .....

City..... Pin.....

State..... Country .....

        Contact Details : Tel..... Fax .....

Tel(Resi)..... Mobile.....

E-mail ID .....

(05) Specify the proof of Address submitted for Permanent Address : .....

(06) Qualification :  Graduate           Post Graduate           Professional (Specify)

Others (Specify)

(2)

Client Signature **3** : .....

**C. OTHER DETAILS**

**(1) Gross Annual Income Details (Please Specify)**

Income Range Per annum Tick Applicable

- Below Rs. 1,00,000
- Rs.1,00,000 to Rs.5,00,000  Rs.5,00,000 to Rs.10,00,000
- Rs.10,00,000 to Rs.25,00,000  Above Rs. 25,00,000

Net-worth as on (date) ..... (.....) Net worth should not be older than one year

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

- Private Sector  Public Sector
- Government Service  Business
- Professional  Farmer

Others (Specify) .....

**(3) Please tick, as applicable :**

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

**D. BANK ACCOUNT(S) DETAILS**

Bank Name		Branch Address	
Bank Account No.	Account Type : Saving / Current / Others	MICR Number	IFSC CODE

**Note :** Provide a copy of cancelled cheque leaf/ pass book/bank statement specifying name of the client, MICR Code or/and IFSC Code of the bank.

**E. DEPOSITORY ACCOUNT(S) DETAILS, If available**

Depository Participant Name	Depository Name (NSDL/CDSL)	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.

**F. TRADING PREFERENCES**

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

Sl. No.	Name of the National Commodity Exchanges	Date of Consent for trading on concerned	Signature of the Client
1	Multi Commodity Exchange of India Ltd.,		

*\*At the time of printing the form, the Member must specify the names of the Exchanges where the member has membership.*

In case of following a client for trading on any other exchange at a later date, which is not selected now, a separate concern letter is required to be obtained by the member from client to be kept as enclosure with this document

**G. INVESTMENT / TRADING EXPERIENCE**

- Prior Experience : YES  NO
- No. Of Years in Commodities : .....
- No. of Years in other investment related fields : .....

(3) Client Signature **5** : .....

**H. SALES TAX REGISTRATION DETAILS**

- Local Sales Tax State Registration No. : .....
- Validity Date : .....
- Name of the State : .....
- Central Sales Tax Registration No. : .....
- Validity Date : .....
- Other Sales Tax State Registration No. : .....
- Validity Date : .....
- Name of the State : .....

**I. VAT DETAILS (As applicable, State wise)**

- Local VAT Registration No. : .....
- Validity Date : .....
- Name of the State : .....
- Other VAT Registration No. : .....
- Validity Date : .....
- Name of the State : .....

**J. PAST REGULATORY ACTIONS**

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock exchange / Commodity exchange/any other authority against the client dealing in commodities during the last 3 years: YES  NO

**K. DEALINGS THROUGH OTHER MEMBERS**

If client is dealing through the Member / Authorized Person (AP), provide the following details (incase dealing with multiple Members/APs, provide details of all in a separate sheet containing all the information as mentioned below):

- Member's / Authorised Person's Name : .....
- Exchange : .....
- Exchange's Registration number : .....
- Concerned Member's Name with whom the AP is registered : .....
- Registered office address : .....
- Ph ..... Fax .....
- Email ..... Website ..... Client Code.....

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

**L. INTRODUCER DETAILS (optional)**

- Name of the Introducer : .....  

(Name)
(Middle Name)
(Sur name)
- Status of the Introducer: Authorized Person/Existing Client/Others,
- Please specify Address and phone no. of the Introducer:.....
- Signature of the Introducer .....

**M. ADDITIONAL DETAILS**

Whether you wish to receive communication from member in Electronic Form on your E-mail ID : YES  NO

If Yes please fill in Appendix A

**N. NOMINATION DETAILS**

I/We wish to nominate I/We do not wish to nominate

Name of the Nominee: ..... Relationship with the Nominee: .....

PAN of Nominee:..... Date of Birth of Nominee: .....

Address and phone no. of the Nominee:.....

**If Nominee is minor, details of guardian :**

Name of Guardian : .....

Address & Phone No. of Guardian .....

Signature of Guardian .....

**WITNESS** (Only applicable in case the account holder has made nomination)

Name : .....

Name : .....

Signature : .....

Signature : .....

Address : .....

Address : .....

.....

.....

.....

.....

.....

.....

**DECLARATION**

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

Place :

(.....)

Date :

Signature of Client **7**

**FOR OFFICE USE ONLY**

UCC Code allotted to the client : \_\_\_\_\_

	Documents verified with originals
Name of the Employee	
Employee Code	
Designation of the employee	
Date :	
Signature	

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

\_\_\_\_\_  
Signature of the Authorised Signatory

Date \_\_\_\_\_

Seal / Stamp of the Member

# RISK DISCLOSURE DOCUMENT

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, its Clearing House and/ or Forward Markets Commission shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account.

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

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

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

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

### i. Risk of Higher Volatility

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 executed at all.

b.. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such commodities.

### iii. Risk of Wider Spreads

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

### iv. Risk-reducing orders

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

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

significantly different from the last traded price or the best price in that commodity derivatives contract.

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

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

### v. Risk of News Announcements

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

### vi. Risk of Rumours

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

### vii. System Risk

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

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

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

### viii. System/ Network Congestion

a. Trading on the Exchange is in electronic mode, based on satellite/leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

## 2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-Effect of "Leverage" or "Gearing":

a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.

b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.

c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

f. You must ask your Member of the Exchange to provide the full details of the commodity

derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:**

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

**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 next paragraph.

**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 Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**

**as prescribed by FMC and Commodity Exchanges**

**1.** The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules / Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.

**2.** The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.

**3.** The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.

**4.** The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.

**5.** The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.

**6. Requirements of professional diligence**

**a.** The member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.

**b.** "Professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a client, commensurate with -

- i.** Honest market practice;
- ii.** The Principle of good faith;
- iii.** The level of knowledge, experience and expertise of the client;
- iv.** The nature and degree of risk embodied in the financial product\* or financial service being availed by the Client, and
- v.** The extent of dependence of the Client on the Member.

**Commodity Derivative Contract**

**7.** The Authorised 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/FMC from time to time.

**9.** The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.

**10.** The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.

**11.A** Protection from unfair terms in financial contracts\*\*

- a.** An unfair term of a non-negotiated contract will be void.
- b.** A term is unfair if it -
  - i.** Causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client, and
  - ii.** is not reasonably necessary to protect the legitimate interests of the Member.
- c.** The factors to be taken into account while determining whether a term is unfair, include -
  - i.** the nature of the financial product or financial service dealt with under the financial contract;
  - ii.** the extent of transparency of the term;\*\*Contracts offered by commodity exchanges
  - 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 its -
  - i.** is expressed in reasonably plain language that is likely to be understood by the client;
  - ii.** is legible and presented clearly; and
  - iii.** is readily available to the client affected by the term.
- e.** If a term of a financial contract is determined to be unfair under point 11.A.c., the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without that unfair term.

**11.B**

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

**11.C**

- a.** The above does not apply to a term of a financial contract if it -
    - i.** defines the subject matter of the financial contract;
    - ii.** sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
    - iii.** is required, or expressly permitted, under any law or regulations.
  - b.** The exemption under point 11.C. does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
- 12.** The member and Authorized person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the member may so disclose information about his client to any person or authority with the express permission of the client.

**13.A Protection of personal information and confidentiality**

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

**13.B**

- a.** A Member must -
  - i.** not collect personal information relating to a client in excess of what is required for the provision of a financial product or financial service;
  - ii.** maintain the confidentiality of personal information relation to and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
  - iii.** make best efforts to ensure that any personal information relating to a client that it holds is accurate, up to date and complete;
  - iv.** ensure that clients can obtain reasonable access to their personal information, subject to any exceptions that the regulator may specify; and

v. allow clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the member is accurate, up to date and complete.

b. A member may disclose personal information relating to a client to a third party only if -

i. it has obtained prior written informed consent of the client for the disclosure, after giving the client an effective opportunity to refuse consent;

ii. the client has directed the disclosure to be made;

iii. the regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the client is given an opportunity to represent under such law or regulations against such disclosure;

iv. the disclosure is required under any law or regulations and unless prohibited by such law or regulations, the client is given an opportunity to represent under such law or regulations against such disclosure;

v. the disclosure is directly related to the provision of a financial product or financial service to the client, if the member -

1. informs the client in advance that the personal information may be shared with a third party; and

2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this part; or

vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this part. -

c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

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

a. Member must ensure fair disclosure of information that is likely to be required by a client to make an informed transactional decision.

b. In order to constitute fair disclosure, the information must be provided -

i. sufficiently before the client enters into a financial contract, so as to allow the client reasonable time to understand the information;

ii. in writing and in a manner that is likely to be understood by a client belonging to a particular category; and

iii. in a manner that enables the client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.

c. The types of information that must be disclosed to a client in relation to a financial product or financial service, which may include information regarding -

i. main characteristics of the financial product or financial service, including its features, benefits and risks to the client;

ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

iii. existence, exclusion or effect of any term in the financial product or financial contract;

iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;

v. contact details of the Member and the methods of communications to be used between the Member and the client;

vi. rights of the client to rescind a financial contract within a specified period; or

vii. rights of the client under any law or regulations.

14.B.

a. Member must provide a client that is availing a financial product or financial service provided by it, with the following continuing disclosures -

i. any material change to the information that was required to be disclosed under point 14.A at the time when the client initially availed the financial product or financial service;

ii. information relating to the status or performance of a financial product held by the client, as may be required to assess the rights or interests in the financial product or financial service; and

iii. any other information that may be specified.

b. A continuing disclosure must be made -

i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable ; and

ii. in writing and in a manner that is likely to be understood by a client belonging to that category.

**MARGINS**

15 The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, or FMC) and the client shall be obliged to pay such margins within the stipulated time.

16 The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

**TRANSACTIONS AND SETTLEMENTS**

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

assigned to that client.

18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.

19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, 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 there under 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 there under.

**BROKERAGE**

22. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of FMC.

**LIQUIDATION AND CLOSE OUT OF POSITION**

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.

24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

**DISPUTE RESOLUTION**

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.

26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.

27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.

28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its clients

a. A member must have in place an effective mechanism to receive and redress complaints from its clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.

b. A member must inform a client, at the commencement of relationship with the client and at such other time when the information is likely to be required by the client, of -

i. the client's right to seek redress for any complaints; and

ii. the processes followed by the Member to receive and redress complaints from its clients.

29.A. Suitability of advice for the client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the client, such as the clients financial circumstances and needs. This obligation would apply to persons who render advice to clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

a. A member must-

i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a client; and

ii. ensure that the advice given is suitable for the client after due consideration of the relevant personal circumstances of the client.

b. If it is reasonably apparent to the member that the available information regarding the relevant personal circumstances of a client is incomplete or inaccurate, the member must warn the client of the consequences of proceeding on the basis of incomplete or inaccurate information.

c. If a client intends to avail of a financial product or financial service that the member determines unsuitable for the client, the Member

i. must clearly communicate its advice to the client in writing and in a manner that is likely



to be understood by the client; and

ii. may provide the financial product or financial service requested by the client only after complying with point 29.A.a and obtaining a written acknowledgment from the client.

30. Dealing with conflict of Interest

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

a. A member must -

i. provide a client with information regarding any conflict of interests, including any conflicted remuneration that the member has received or expects to receive for making the advice to the client; and

ii. give priority to the interests of the client if the member knows, or reasonably ought to know, of a conflict between -

1. its own interests and the interests of the clients; 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 acknowledgment of the receipt of the information should be obtained from the client.

c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a member from persons other than clients, that could, under the circumstances, reasonably be expected to influence the advice given, by the member to a client.

**TERMINATION OF RELATIONSHIP**

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

32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

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

**ADDITIONAL RIGHTS AND OBLIGATIONS**

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.

35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.

37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be preserved by the Member.

38. The Member shall send daily 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 you lodge a claim with the Exchange or its

Clearing Corporation / Clearing House 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 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 circumstance in which the threat is made.

**ELECTRONIC CONTRACT NOTES (ECN)**

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/ Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.

44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.

45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of

notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.

46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the email ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form this declaration will remain valid till it is revoked by the client.

#### LAW AND JURISDICTION

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

#### INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT (All the clauses mentioned in the 'Rights and Obligations' document(s))

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

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

#### 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 <http://www.mcxindia.com / sitepages/membersdetails.aspx> to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC, Member-Client Agreement 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 <http://www.mcxindia.com / site pages/tradeverification.aspx>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.

19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/guidelines specified by FMC/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and payout is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your issue/problem/grievance is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.
8. Do not accept unsigned/duplicate contract note/confirmation memo.
9. Do not accept contract note/confirmation memo signed by any unauthorized person.
10. Don't share your internet trading account's password with anyone
11. Do not delay payment/deliveries of commodities to Member.
12. Do not forget to take note of risks involved in the investments.
13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities deposits and/or keep them with Depository Participants (DP) or Member to save time.
14. Do not pay brokerage in excess of that rates prescribed by the Exchange
15. Don't issue cheques in the name of Authorized Person.

#### **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.

# LETTER FROM CLIENT

To,  
**Annamalai Capital Services (P) Ltd**  
1509/1593 Trichy Road  
Opp NTC Staff College  
Coimbatore-641018

Dear Sirs,

Reg : Client Name : .....Client Code : .....  
Email id : .....

This has reference to our captioned trading account with you. We hereby agree/request and authorize you as under:

**1. PAYOUT OF SECURITIES / FUNDS:**

In order to facilitate operations and for our convenience, We hereby request and authorize you to maintain a running account i.e. across the different Stock / Commodity Exchange/s and segments with you, instead of settlement to settlement clearance of funds / securities due to us. The payout of funds / securities may be retained by you. No interest shall be payable by you on such securities/funds so retained. This will facilitate me in our / my transactions through you. I / We also request you to consider the balances in our / my account with you for the purpose of margins/any other obligation due to you. In view of the above it would be proper for you to release the funds due to us/me on our/ my specific request, either written or oral; you may change the cost of holding commodities to our / my account with you. We agree that you shall not be liable for any claim for loss of profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such securities / funds under this authorization or otherwise.

**2. STATEMENT OF ACCOUNTS:**

We hereby request you that the ledger statements in respect of transactions entered into by us on any of the segments of any of the commodity Exchange/s be combined for our convenience and the payments received and paid by you be appropriated on a first-in-first out basis.

**3. ORAL INSTRUCTIONS**

You are requested to kindly accept our verbal instruction to place, modify and cancel the orders on telephone or orally during our visit to your office and not insist for the same in writing. We undertake that all the orders placed by us with you will be on our own account and not on behalf of our clients.

**4. TAPE RECORDING OF CONVERSATION:**

We agree that you may tape-record the conversions between us and / or our representative and you, either personally or over the telephone, and hereby specifically permit you to do so. You may rely upon such recordings as and when required to resolve disputes, if any, in connection with the trading transactions.

**5. MANDATE TO ISSUE CONTRACTS AND STATEMENT OF FUNDS IN DIGITAL FORMAT:**

We specifically authorize you to make available digitally signed Contract Notes and other documents and also authorize you to send such Contract Notes and other documents to us by e-mail. We further confirm that we do not need any physical Contract Notes when you make these documents available in a digitally signed format and send these documents to us by e-mail in accordance with the provisions of SEBI Circular dated December 15, 2000 and the provisions of the information Technology Act, 2000 and any amendments or modifications thereto or any statutory re-enactment thereof, and the same are received by us by e-mail at the email Id provided by us.

I / We hereby agree and give consent to accept the contract notes for transactions carried on by me / us with / through ANNAMALAI CAPITAL SERVICES (P) LIMITED, in Digital form. I / We further agree to and give consent to ANNAMALAI CAPITAL SERVICES (P) LIMITED, to send the statement of fund on the above mentioned email id. I also authorize ANNAMALAI CAPITAL SERVICES (P) LIMITED to send any other important notices and communications including changes in the terms and conditions to the mail id mentioned in this mandate letter. All such contract notes and Statements of Funds and other correspondence shall be sent to the above email id. I / We undertake to check the contract notes and bring the discrepancies to ANNAMALAI CAPITAL SERVICES (P) LIMITED notice with in 24 hours of issuance of the contract notes. My/our non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. Digital contract notes / any statements / circular / notice issued and sent to the above mentioned email id by ANNAMALAI CAPITAL SERVICES (P) LIMITED, subject to the terms and conditions specified below.

**Digital Contract Notes**

- a) The Digital Contract notes will be issued in digital form in compliance with the guidelines issued by MCX/NSEL/exchanges from time to time.
- b) Digital Contract notes will be mailed to the E-mail address provided to us in the format as may be prescribed by the Exchanges From time to time.
- c) Digital Contract notes will also be available at URL [www.annamalaicapital.com](http://www.annamalaicapital.com)
- d) Clients can view the Digital Contract notes on URL by using the username & password.
- e) The Digital contract notes will be archived at an interval of 15 days. If the client intends to view the digital contracts notes for a period prior to 15 days client may request for the same in writing.
- f) In case of any failure in system or errors in digital contracts notes will be issued in physical form, which shall be binding on the client.
- g) Discrepancies, If any, should be sent to the branch and copy to - For MCX : [acscmodity@yahoo.com](mailto:acscmodity@yahoo.com), For NSEL : [acspot@yahoo.com](mailto:acspot@yahoo.com) within 24 hours of issuance of digital contracts notes.

(12) Client Signature 14 .....

Client Signature 15 .....

**Other Communications (such as Statement of funds / important id announcements and notices)**

- a) All Other communication shall be emailed to client at the email is given by the client.
- b) In case of Statements of Fund, client will have time to report the discrepancies within 30 Days of the issuance of the Statement.
- c) In case of important announcement and notices, the client will have to raise the query within the time specified in the respective communication. If the client is not able to respond with in the time specified, it shall be assumed that client has taken the note of the communication and he does not have any objection and / or query on the said communication.
- d) Feedback or objections may be sending an email to -for MCX : acscommodity@yahoo.com, for NSEL : acspot@yahoo.com or any other specified email mentioned in the communication.

**Other Clauses**

- e) Any changes in the above terms and conditions shall be intimated to client from time to time through by an email or letter.
- f) None bouncing of email shall be considered as a valid delivery to the client and member broker shall not be responsible for the consequences thereof.

**6. INTEREST ON DELAYED PAYMENTS:**

In the event that any amount is overdue from us or a member of our family towards trading either in the cash or derivative segments or on account of any other reason to you or to any of our group or associate companies We shall be charged delayed payments charges at the rate of 2% per month or such other rate as may be determined by you. We hereby authorize you to directly debit the same to our account at the end of each month. We also authorize you to debit charges for depository services to the trading account. We also agree that any amount overdue from us (including the interest on delayed payment) shall be adjusted by you from dues owed to us by any of your group or associate company or conversely, any money owed by any of your group or associate company to me / us shall be offset against the dues owed by us to you.

**7. GENERAL LIEN:**

All monies, securities or other property which you may hold on our account shall be held subject to a general lien for the discharge of our obligations to you. We authorize you to sell or close out any part or all of the derivative contracts held in our account with you, if you at your sole discretion may deem it necessary for meeting our obligation. Any or all such incidental expenses incurred by you in this connection shall be reimbursed by us.  
You are entitled to consider any sum or money or security lying to the credit of our credit as margin received.

**8. CLEAR TITLE:**

We warrant that all any securities deposited by us with you in respect of margin requirements or otherwise, shall be owned by us and that the title thereof shall be clear and free of encumbrances.  
The securities sold through you on our account shall be only those belonging to us as legal, rightful and beneficial owner/s. we take full responsibility of any dispute regarding the title of the securities sold through you and state that we shall deal only in those securities that would be rightly owned by us.  
We agree to immediately furnish information to you in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree is passed against us any litigation which may have material bearing on our financial / legal capacity has been field against us. We confirm and undertake that none of the monies paid to or deposited by us with you is or shall be tainted with any form of illegality.

**9. INFORMATION UPDATION**

We agrees to provide all details about myself / ourselves as may be required by you including but not restricted to PAN number and state that all the details and facts represented by us to you are true.

**10. REQUEST FOR RESEARCH REPORTS:**

We understand that Annamalai Capital Services (P) Ltd. produces fundamental and trading research / notes / trading calls / technical calls, particulars on companies, industry, stock market, commodity markets and economy from time to time (collectively hereinafter referred to as "material"). We hereby request you to provide us with such material through email or by access to the website of Annamalai Capital Services (P) Ltd. or through sms or any other mode on voluntary basis.  
By agreeing to receive such material, we are aware that this material provided to us is only for our personal information and we undertake that the same shall not be reproduced or redistributed to any other person. We understand that this material is not an offer or the solicitation of an offer to buy any security. By sending this material on our request, Annamalai Capital Services (P) Ltd. or any of its officers, directors, personnel and employees shall not be liable for any loss damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, and consequential as also any loss of profit in any way arising from the use of this material may not be suitable for all investors. We shall, therefore, before dealing and / or transacting in any of the products referred to in this material, make our own investigation, seek appropriate professional advice. We alone shall be fully responsible / liable for our investments/disinvestments on the basis of this material.  
We also agree that Annamalai Capital Services (P) Ltd. may discontinue providing such material to us and that it would have no responsibilities to update any information provided to me / us nor does it represent that the information provided in the material is complete. Further by providing such material Annamalai Capital Services (P) Ltd. is not acting as our portfolio or financial advisor nor does it assume any fiduciary duties.

**11. RESPONSIBILITY FOR INVESTMENTS:**

We acknowledge that you shall not be liable to provide us with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a security or investment.  
We also acknowledge that your employees are not authorized to give any such advice and that we will not solicit or rely upon any such advice from you or any of your employees.  
We agree that in the event of your or any of your employees or officials providing any information, recommendation or advice to us, we may act upon the same at our sole risk and cost, and you shall not be liable or responsible for the same.  
We assume full responsibility with respect to our investment decisions and transactions.  
You, your officers, director, partners, employees, agents and affiliates shall have no liability with respect to any of our investment decisions or transactions.

**12. ERROR REPORTING**

We shall bring to your notice any errors/differences/discrepancies (including execution prices, scrips or quantities) in writing by an electronic mail or fax within 24 hours of receipt of such contract note, bill, and statement of funds and/or securities or any communication from you, in all cases you can have right to reject or accept our objection.

You shall not be responsible for any losses suffered by us on account of any late reports, statements computed by or received from any commodity Exchange.

**13. INDEMNIFICATION:**

We shall indemnify and keep you indemnified, saved, defended and harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to you directly or indirectly, owing to bad delivery of shares / securities and/or as a result of fake / forged / stolen shares / securities / transfer documents that are introduced or that may be introduced by or through us during the course of my / our dealings/ operations on the Commodity Exchange(s).

**14. NON-WAIVER:**

No failure or delay by you to exercise any right, power or privilege hereunder shall operate as a waiver nor shall any single or partial exercise of any right, power or privilege preclude you from further exercise thereof or the exercise of any other right, power or privilege granted hereunder.

**15. NOTICES:**

Any communication sent by you to us shall be deemed to have been properly delivered or served, even if such communication is returned to you as unclaimed / refused / undelivered, if the same is sent to my /our ordinary business address and / or ordinary place of residence and / or last known address, in any one or more of the usual modes of dispatch used by you.

We dispense with the requirement of your sending any communication in physical form. Any communication sent by you in electronic form to our known e-mail address shall be binding on us.

**16. DEFAULT AND CONSEQUENCES THEREOF:**

We agree that we shall be deemed to have defaulted the terms of this undertaking in circumstances including but not restricted to the following:

Any delay in payment of margins, charges of delivery in respect of our trading account for transactions executed on our behalf.

Any contravention of the terms contained in this undertaking.

Any misrepresentation or false statement or omission, or, misleading information supplied by us to you.

**17. FURTHER DOCUMENTATION**

We agree to complete any further documentation that may be required in relation to any of the securities dealings or by any of the regulatory authorities or under the policies as may be notified from time to time under any law, regulation, guideline, rule, byelaw, order or other edict having the force of law.

We request you to kindly accept this letter and do the needful.

Thanking you,

Yours truly,

Name of the client : \_\_\_\_\_

☞ Client Signature **17** : \_\_\_\_\_

**Place:**

**Date:**

**Appendix - A**  
**ELECTRONIC CONTRACT NOTE (ECN) - DECLARATION**  
**(VOLUNTARY)**

To,  
**Annamalai Capital Services Pvt Ltd**  
1509/1593, Trichy Road,  
Opp. NTC Staff College,  
Coimbatore - 641018

Dear Sir,

I,.....a client with Member  
M/s. **Annamalai Capital Services Pvt Ltd** of **Multi Commodity Exchange of India Ltd.**

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 Indian language known to me.

[The above declaration has 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 above lines must be reproduced in own handwriting of the client.)

.....  
.....  
.....

Client Name: .....

Unique Client Code: .....

PAN: .....

Address: .....

Signature of the Client **18** .....

Date:

Place:

Verification of the client signature done by, Name  
of the designated officer of the Member

Signature :

Date

## ANNAMALAI CAPITAL SERVICES (P) LTD

### CHECKLIST FOR ACCOUNT OPENING

**Client Name :**

**Please Click**

**Yes      No**

1 **Pan Card** : 1 Photocopy

2 **Address Proof (Any 2)** :

Particulars	No.	Place of issue	Date of Issue	Date of Expiry
Vaild Passport				
Valid Driving License				
Voter ID				
Ration Card				
Bank PassBook				

3 **Identity Proof (Any 2)** :

Particulars	No.	Place of issue	Date of Issue	Date of Expiry
Vaild Passport				
Valid Driving License				
Voter ID				
Ration Card				
Bank PassBook				

4 **Bank Proof** : Bank Passbook Copy

Cancelled Cheque Leaf

Last 3 Months Statement

5 **Statutory Charges** :

6 **Initial Margin Cheque** :

7 **Signature** :

8 **Photo** : 2 Passport size    
Self Attested

9 **IT Return Copy** : Optional

10 **Brokerage for Jobbing** : **Brokerage for Delivery** :

11 **Client Signature** **19** :

#### Updation Status

	YES	NO
<b>E-Webtrade</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>MCX UCC</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Surveillance</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>I - Pheasant</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>E - Hastakshar</b>	<input type="checkbox"/>	<input type="checkbox"/>

Checked By

Verified By

Approved By