



**Achieve more with most accessible Trade Platform**

**Account Opening Form  
Commodity Trading Account**



<b>Name of the Trading and Clearing Member:</b>	<b>ABANS Broking Services Pvt. Ltd. (ABSPL)</b>
<b>Name of the Clearing Member:</b>	<b>ABANS Broking Services Pvt. Ltd. (ABSPL)</b>
SEBI Registration Number:	<b>INZ INZ000032733</b>
Registered &Correspondence Office Address	36/37/38A, Nariman Bhavan, Backbay Reclamation Nariman Point, Mumbai – 400 021. Phone: 022-6179000 Fax: 022-61790010, Website: <a href="http://www.abans.co.in">www.abans.co.in</a>
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For any grievance/dispute please contact ABANS Securities Private Limited, at the above address or email id- <a href="mailto:invgriev@abans.co.in">invgriev@abans.co.in</a> ; 91-022-66179000.	
Pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, note that ABANS, its directors and its associates does proprietary trades in the future and option segment at MCX, NCDEX & ICEX.	

Risk Profiling – For Office Use Only			
Sr. No.	Particular	Yes	No
<b>Client Code :</b>			
1.	PAN already in System		
2.	Mobile No. / Email already in System		
3.	<b>Whether under “ Special Category”</b>		
	PEP		
	Pan Exempted		
	High / Supreme Court Judges		
	NRI		
	Institutional Client		
	Celebrities		
	Trust		
4.	Call Verification done		
5.	Financial Status & Occupation checked		
6.	Risk Profiling done		
7.	<b>Risk Category Assigned</b>		
	High Risk		
	Medium Risk		
	Low Risk		
8.	PLMA Norms Fulfilled		
9.	Whether SEBI debarred Entity		
10.	Whether debarred under UNSC list		
11.	Whether debarred as per Watch out investors		
<b>Additional Information</b>			
12.	<b>Purpose of Opening Account</b>		
	Investment		
	Trading		
	Arbitrage		
13.	<b>Source of Funds for Trading/ Investment</b>		
	Salary		
	Business		
	Inherited/ Gift		
	Investments		
	Professional Fees		
	Savings		
	Others (Please specify) .....		

Verification Details	
Name of the Person who Verified the details:	
Designation:	Employee ID:
Signature:	

**NB.** Categorization of clients would be changed only if there is change based on risk assessment of the client during his dealings with ABANS Securities Private Limited.

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## KNOW YOUR CLIENT (KYC) | APPLICATION FORM (FOR NON-INDIVIDUALS ONLY)

Please fill in ENGLISH & in BLOCK LETTERS

Application Type* <input type="checkbox"/> New				Account Type* <input type="checkbox"/> Normal			
<b>A. IDENTITY DETAILS (Please refer instruction A at the end)</b>							
1. Name of Applicant (Please enter complete name as per Certificate of Incorporation /Registration)							
2. Date of Incorporation (DD/MM/YYYY)				3. Place of Incorporation			
Registration No (e.g. CIN)				Date of Commencement of Business (DD/MM/YYYY)			
4. Status (Please tick)		Private Ltd Co.		Public Ltd Co.		Body Corporate	
		Partnership		Trust/Charities/NGOs		FI	
		FPI Category I		FPI Category II		FPI Category III	
		Bank		Government Body		Non-Government Organization	
		Defense Establishment		Body of Individual		Society	
		Other _____					
5. PAN							
<b>B. ADDRESS DETAILS</b>							
1. Address for Correspondence							
City/Town/Village				Postal Code			
State				Country			
2. Contact Details				Fax			
Telephone (Office)				Email id			
Telephone (Residence)				Mobile No.			
3. Proof of address to be provided by Aoolicant. Please submit ANY ONE of the following valid documents & tick against document attache							
Proof of Address (POA)	Latest Telephone Bill* (Only land line)			Latest Electricity Bill*			
	Latest Bank Statement*			Registered Lease/Sale Agreement of Office premises			
	Any other proof of address documents (as listed overleaf) _____						
	*Not more than 3 month old Validity Expiry Date of POA						
4. Registered Address (If different from Above)							
Address							
City/Town/Village				Pin Code			
State/UT*				Country			
5. Proof of address to be provided by Aoolicant. Please submit ANY ONE of the following valid documents & tick against document attache							

<b>Proof of Address (POA)</b>	Latest Telephone Bill* (Only land line)		Latest Electricity Bill*	
	Latest Bank Statement*	Registered Lease/Sale Agreement of Office premises		
	Any other proof of address documents (as listed overleaf)_____			
	*Not more than 3 month old Validity Expiry Date of POA			
<b>C. Other Details</b>				
1. Name, PAN, DIN/Aadhaar Number, Residential address and photograph of Promoters/Partners/Karta/Trustee/whole time director (pleas use the annexure to fill in the details)				
2. Any other information: _____				
<b>E.DECLARATION</b>				
I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.				
I hereby consent to receiving information from Central KYC Registry through SMS/email on the above registered number/email address.				
<b>Place:</b>		_____		
<b>Date:</b>				
		<b>Name and Signature of Authorised person</b>		

## Details of Promoters/ Partners/ Karta / Trustees and whole-time directors forming a part of Know Your Client (KYC) Application Form for Non-Individuals

Name of Applicant					PAN of the Applicant	
Sr. No.	PAN	Name	DIN (For Directors) / Aadhar Number (for others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

Place		Date	
	Authorised Signatories	Authorised Signatories	Authorised Signatories
Name			
Signature			

## ADDITIONAL KYC DETAILS FOR TRADING ACCOUNT

<b>A. Bank account details</b>			
Bank Name			
Bank Address			
Account Number		Account Type	
IFSC Code		MIRC Code	
<p>a. Photocopy of the cancelled cheque having the name of the account holder where the cheque book is issued, (or)</p> <p>b. Photocopy of the Bank Statement having name and address of the BO (or)</p> <p>c. Photocopy of the Passbook having name and address of the BO, (or)</p> <p>d. Letter from the Bank.</p> <p><i>In case of options (b), (c) and (d) above, IFSC code of the branch should be present / mentioned on the document.</i></p>			
<b>B. Depository account(s) details:</b>			
Depository Name (NSDL / CDSL)			
Depository Participant Name			
Beneficiary Name			
Depository ID		Beneficiary ID	
<b>C. TRADING PREFERENCES *Please sign in the relevant boxes where you wish to trade.</b>			
<b>Name of the National Commodity Exchanges</b>	<b>MCX</b>	<b>NCDEX</b>	<b>ICEX</b>
<b>Date of Consent for trading on concerned Exchange</b>			
<b>Signature of the Client</b>			
<p>[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 document]</p>			
<p><b>D. Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/ constituent or its partners, promoters/whole time directors/authorized persons in charge of dealing in securities during the last 3 years:</b> <input type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, please specify)</p> <p>_____</p>			
<b>E. Other Details</b>			
Number of years of Investment /Trading Experience in Commodities		<input type="checkbox"/> NIL <input type="checkbox"/> 1 to 5 <input type="checkbox"/> >5	
Number of years of Investment /Trading Experience in related fields		<input type="checkbox"/> NIL <input type="checkbox"/> 1 to 5 <input type="checkbox"/> >5	
Gross Annual Income Details	<input type="checkbox"/> Below Rs 1 Lakh <input type="checkbox"/> 1-5 Lakh <input type="checkbox"/> 5-10 Lakh <input type="checkbox"/> 10-25 Lakh <input type="checkbox"/> >25 Lacs		
	Or Net-worth as on _____ date _____ (Net worth should not be older than 1year)		
Occupation	Service	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector	
	Business	<input type="checkbox"/> Professional <input type="checkbox"/> Agriculturist <input type="checkbox"/> Self Employed	
	Others	<input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Others _____	



<b>Is the entity involved/ providing any of the following services (tick)</b>	<b>Yes</b>		<b>No</b>				
For Foreign Exchange/ Money Changer Services	Yes		No				
Gaming/Gambling/Lottery Services(e.g. Casinos, betting syndicates)	Yes		No				
Money lending/ Pawning	Yes		No				
Any other information :							
<b>F. Additional details</b>							
Mode of receiving of Contract note	<input type="checkbox"/> Physical <input type="checkbox"/> Electronic Contract Note (ECN)						
	If ECN Specify your Email ID						
I wish to avail the facility of internet trading/ wireless technology/ mobile trading <input type="checkbox"/> Yes <input type="checkbox"/> No							
<b>PEP Declaration</b>							
I/we am not politically exposed person (PEP)		<input type="checkbox"/> Yes <input type="checkbox"/> No					
I/we am not related to a PEP		<input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>G. Dealings Through Sub-Broker And Other Stock Brokers</b>							
Sub-Broker's Name:		SEBI Registration Number :					
Registered Office Address :		Phone : Fax: Website :					
*Whether dealing with any other stock broker/ sub-broker (If case dealing with multiple stock brokers/ sub-brokers, provide details of all.							
Name of Stock Broker		Name of Sub-Broker, if any		Client Code		Exchange	
Details of disputes/ dues pending from/ to such stock broker/ sub-broker:							
<b>H. Sales Tax Registration Details (As Applicable State Wise)</b>							
Local Sales Tax State Registration No.							
Validity Date	DD-MM-YYYY		Name of the State				
Central Sales Tax Registration No.			Validity Date		DD-MM-YYYY		
Other Sales Tax State Registration No.							
Validity Date	DD-MM-YYYY		Name of the State				
<b>I. VAT Details (As Applicable State Wise)</b>							
Local VAT Registration No.							
Validity Date	DD-MM-YYYY		Name of the State				
Other VAT Registration No.							
Validity Date	DD-MM-YYYY		Name of the State				

### 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.

2. I confirm having read/been explained and understood the contents of the document on policy and procedures of the trading member and the tariff sheet.
3. I further confirm having read/been explained and understood the contents of the 'Rights and Obligations' document(s) and 'Risk Disclosure Document', document on policy and procedures of the stock broker and the tariff sheet. I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents have been displayed for information on the trading member's designated website, if any.

Place		Date	
	Authorised Signatories	Authorised Signatories	Authorised Signatories
Name			
Signature			

**For Office use only**

UCC Code allotted to the client				
DOCUMENTS VERIFIED WITH ORIGINALS				
Name of the Employee				
Designation of the employee		Employee Code		
Signature of the Employee		Date		
<p>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 Don'ts' and Guidelines Note. I/we given/sent given/sent 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 'Right's and Obligations' and RPD would be made available on my/our website, if any, for the information of the clients.</p>				
Date		Place		
SIGNATURE OF THE AUTHORIZED SIGNATORY		SEAL/STAMP OF THE MEMBER		

**RIGHTS AND OBLIGATIONS OF STOCK BROKERS, SUB-BROKERS & CLIENTS**  
**As prescribed by SEBI 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/ 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. Requirement of professional diligence
  - a. The member must exercise professional diligence while entering into a financial contractor discharging any obligation under it
  - b. "professional diligence" means the standard of skill and care that a member would be reasonably expected to exercise toward a Client, Commensurate with-
    - i. honest market practice;
    - ii. the principle of good faith;
    - iii. level of knowledge, experience and expertise of the client;
    - iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the client; and
    - v. the extent of dependence of the client on the member.

\*Commodity derivative contract

7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

**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, as per terms & conditions accepted 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 obligation of the parties under the financial contract, to the detriment of the client; and
    - 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 of transparency of the term;
- \*\*contract offered by commodities exchange
- 11 C. (given below) are not negotiated between the parties to the financial contract and include-

- I. a financial contract in which, relative to the Client, the member has substantially greater bargaining power in determining terms of the financial contract; and
    - ii. a standard from contract.
  - b. "standard from contract" means a financial that is substantially not negotiable for the client, expect for the terms contained 11.C.
  - c. Even if some terms of a financial contract are negotiated in form, financial contract may be regarded as a non-negotiated contracted 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 in 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 regulation.
- 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 clients as mentioned in the account opening from other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority expect as required under any law/regulatory requirements. Provided however that the member may 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 allow a Client's identity to be inferred, directly and includes-
    - i. name and contact information;
    - ii. biometric information, in case of individuals
    - iii. information relating to transaction in, or holding 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; provision of a financial product or financial service;
  - ii. Maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b;
  - iii. Make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
  - iv. Ensure that Clients can obtain reasonable access to their personal information, subject to an exception 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
  - vi. the extent to which the term allows a Client to compare it with other financial contracts for similar financial product or financial services; and
  - vii. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it -
- i. is expressed in reasonably plain language that is likely to be understood by the client;
  - ii. is legible and presented clearly; and
  - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
- 11.B.
- a. "Non-negotiated contract" means a contract whose term, other than terms contained in point
  - 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 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 the 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 the Client belonging to a particular category;
  - 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. imagine characteristics of the financial product or financial service, including its feature, benefits and risk 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 affiliation;
  - v. contact details of the member and the methods of communication to be used between the member and the client;
  - vi. rights of the Client or rescind a financial contract within a specified period; or
  - vii. rights of the client under any law or regulation.

14.B.a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosure-

- 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 services;
  - ii. information relating to the status or performance of a financial product or financial service; and may be required to assess the rights or interest in the financial product or financial services; 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 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
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 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 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 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 favour 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 there under 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. Requirements 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 a redress complaint from its Clients in relation to financial product 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 a relationship with the Client and at such other time when the information is likely to be required by the client, of-
    - i. the Clients right to seek redress for any complaints; and
    - ii. the process 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 specific category 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 person circumstances of the Client.
  - b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a client is incomplete or inaccurate, the member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
  - c. If a client intends to avail of a financial product or financial service that the Member determines unsuitable for the client, the Member-
    - i. Must clearly communicate its advice to the client in writing and in a manner that is likely to be understood by the client; and
    - ii. may provide the financial product or financial service requested by the client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.
30. Dealing with conflict of interest in case of any conflict between the interest of a client and that of the Member, preference must be given to the client interest.
  - a. A member must –
    - i. provide a client with information regarding any conflict of interest, 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 interest of the clients if the Member knows, or reasonably ought to know, of a conflict between-
      1. its own interests and the interests of the Client; or
      2. the interests of the concerned Member and the 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 person other than clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client. 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 within 48 hours 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 pay-out 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. Daily 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
    - i. Unfair conduct in relation to financial products or financial services is prohibited.
    - ii. "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
      - 1. misleading conduct under point 41.B
      - 2. abusive conduct under point 41.C
      - 3. such other conduct as may be specified.
  - b.



- i. 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 –
  1. providing the client with accurate information or information that the Member or financial representative does not believe to be true; or
  2. providing accurate information to the Client in a manner that is deceptive.
- ii. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
  1. the main characteristic of a financial product or financial service, including its features, benefits and risks to the client;
  2. the Client's need for a particular financial product or financial service or its stability for the client;
  3. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated.
  4. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
  5. the nature, attributes and rights of the Member, including its identity, regulator status and affiliations; and
  6. the rights of the clients under any law or regulations.
- c.
  - i. A conduct of a member or its financial representatives in relation to a financial product or financial service is abusive if it-
    1. involves the use of coercion or undue influence; and
    2. causes or is likely to causes the Client to take a transactional decision that the client would not have taken otherwise.
  - ii. In determining whether a conduct uses coercion or undue influence, the following must be considering-
    1. the timing, location, nature or persistence of the conduct;
    2. the use of threatening or abusive language or behaviour;
    3. the exploitation of any particular misfortune or circumstances of the client, of which the member is aware, to influence the Clients decision with regards to a financial product or financial service;
    4. any non-contractual barriers imposed by the member where the Client wishes to exercise right under a financial contract, including
    5. The right to terminate the financial
    6. The right to switch to another financial product or another member and
    7. a threat to take any action, depending on the circumstances in which the threat is made.

#### **ELECTRONIC CONTRACT NOTES (ECN)**

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/ Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-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-tamper able.
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-tamper able 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 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 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 there under of the Exchanges/SEBI.
53. All additional voluntary 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 or their clients every month.

Place		Date	
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## 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 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.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## RISK DISCLOSURE DOCUMENT

The Exchange /SEBI does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has the Exchange /SEBI 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, client registration form, execution of an agreement etc. and are subject to Rules, Byelaws and Business Rules of the Exchange and its Clearing Corporation/Clearing House, guidelines prescribed by SEBI from time to time and circulars as may be issued by the Exchange or its Clearing Corporation/Clearing House from time to time.

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

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

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

- i. **Risk of Higher Volatility**

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

- ii. **Risk of Lower Liquidity**

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity



derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

- b. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high price, 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: -
  - i. 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:**

- i. 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:
- ii. 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.
- iii. Commission and other charges:
- iv. 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.

- v. For rights and obligations of the Members/ Authorised Persons/ clients, please refer Annexure 3
- vi. 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.
- vii. 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 SEBI.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## 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 [www.mcxindia.com/SitePages/MembersDetails.aspx](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. Exchange through the trade verification facility available on the Exchange website at the following link [www.mcxindia.com/SitePages/TradeVerification.aspx](http://www.mcxindia.com/SitePages/TradeVerification.aspx). The trades can be verified online where trade information is available up to 5 working days from the trade date.
6. 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.
7. Cross check the genuineness of trades carried out at the
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 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 pre-printed and your account number (UCC) is mentioned in the DIS book. Pay (or entitled to receive) such further sums as the contract may dictate/require.
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. In case you have given specific authorization for maintaining running account, pay-out of funds or delivery of commodities (as the case may be), may not be made to you within one working day from the receipt of pay-out from the Exchange. Thus, the Member shall maintain running account for you 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 pay out 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 stock 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 SEBI.

#### DONT'S

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 and entering into the prescribed agreement with the Member.

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.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

1. Setting up client's exposure limits/ Risk Management Policy: -
  - i. The stock broker may from time to time impose and vary limits on the orders that the client can place through the stock broker's trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of securities in respect of which orders can be placed etc.). The client is aware and agrees that the stock broker may need to vary or reduce the limits or impose new limits urgently on the basis of the stock broker (including but not limited to limits on account of exchange/SEBI directions/limits (such as broker level/market level limits in security specific/volume specific exposures etc.), and the stock broker may be unable to inform the client of such variation, reduction or imposition In advance. The client agrees that the stock broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any orders through the stock broker trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the stock broker may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to placed orders or trade in securities through the stock broker, or it may subject any order placed by client to a review before its entry into the trading systems and may refuse to execute/execution of orders due to but not limited to the reason of lack of margin/securities or the orders being outside the limits set by stock broker/exchange/SEBI and any other reasons which the stock broker may deem appropriate in the circumstances. That client agrees that the losses. If any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.
  - ii. We have margin based RMS system. Total deposits of the clients are uploaded in the system and client may take exposure on the basis of margin applicable for respective security as per VAR based margining system of the stock exchange and/or margin defined by RMS based on their risk perception.
  - iii. 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.
2. Applicable brokerage rate: -
  - i. Brokerage will be charged within the limits prescribed by SEBI/Exchange.
  - ii. The applicable brokerage rate is mentioned in the KYC and any future change in the brokerage rate will be communicated to the client in writing & with his /her consent.
3. Imposition of penalty / delayed payment charges: -
  - i. Clients will be liable to pay late pay in/delayed payment charges for non-making payment of their payin/margin obligation on time as per the exchange requirement/scheduled at the rate up to 2 % per month.
  - ii. Further where the stock 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 / traders / deals / actions of the client, the same shall be borne by the client.
4. The right to sell client's securities or close clients 'positions, without giving notice to the client, on Account of non-payment of client's dues to the extent of Settlement /Margin Obligation: -
  - i. Without prejudice to the stock brokers other right (Including the right to refer the matter to arbitration), the stock 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 lawful amounts including the pay in obligation, outstanding debts and adjust the proceeds of such liquidate / close out, if any, against the clients liabilities/obligations.
  - ii. The client shall ensure timely availability of funds/securities in form and manner at designed time and in designated bank and depository account(s), for meeting his/her/its pay in obligation of funds and securities. Any and all losses and financial charges on such liquidations/ closing out shall be charged to & born by the client. In cases of securities lying in margin account/client beneficiary account and having corporate actions like Bonus, Stock split, Right issue etc., for margin or other trade related purpose the benefit of shares due to be received under Bonus, Stock split, Right issue etc., will be given when the shares is actually received in the stock broker designated demat account. In case the payment of the margin / security is made by the client through a bank instrument, the stock 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 stock broker. Where the margin/security is made available by way of securities or approved securities, the stock broker is empowered to decline its acceptance as margin / security &/or to accept it at such reduced value as the stock broker may deem fit by applying haircuts prescribed by exchange or by valuing it by marking it to market or by any other approved method as the stock broker may deem fit in its absolute discretion.

- iii. The stock broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions/securities/shares at the pre-defined square off time or when Mark to Market (M-T-M) percentage reaches or crosses stipulated margin percentage, whichever is earlier. The stock broker will have sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the vent 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 charges levied by the exchange(s) for traders/ Actions of Clients.
5. Shortages in obligations arising out of internal netting of trades: -
  - i. Stock broker shall not be obliged to deliver any securities or pay any money to the client unless and until the same has been received by the stock 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.
  - ii. The policy and procedure for settlement of shortages in obligations arising out of internal netting of trades is as under:
    - a. The Short delivering client is debited by an amount equivalent 20% above of closing rate of day prior to Payin/Payout Day. The securities delivered short are purchased from market on T+2 day and the purchase consideration (inclusive of all statutory taxes & levies) is debited to the short delivering seller client along with reversal entry of provisionally amount debited earlier.
    - b. If securities cannot be purchased from market due to any force majeure condition, the short delivering seller is debited at the closing rate on T+2 day or Auction day on Exchange +10%. Where the delivery is matched partially or fully at the Exchange Clearing, the delivery and debits/credits shall be as per Exchanges Debits and Credits.
    - c. In cases of securities having corporate actions all cases of short delivery of com transactions which cannot be auctioned on cum basis or where the cum basis auction payout is after the book closure / record date, would be compulsory closed out at higher of 10% above the official closing price on the auction day or the highest traded price from first trading day of the settlement till the auction day.
6. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client: -
  - i. 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 is also liable to square off/close out without giving notice due to shortage of margin/non-making of payment for their payin obligation / lawful outstanding debts.
7. Temporarily suspending or closing a client's account at the client's request: -
  - i. On the request of the client in writing, the client account can be suspended temporarily and same can be activated and 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.
  - ii. 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.
8. Deregistering a client: -

Notwithstanding anything to the contrary stated in the mandatory & voluntary documents, the stock broker shall be entitled to terminate the mandatory & voluntary documents with immediate effect in any of the following circumstances:

  - i. If the action of the client is prima facie illegal / improper or such ass to manipulate the price of any securities or disturb the normal/proper functioning of securities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
  - ii. If there is any commencement of a legal process against the client any law on force;

- iii. On the death/lunacy or other disability of the Client;
  - iv. If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;
  - v. If the Client suffers any adverse material change in his/her/its financial position or defaults in any other mandatory & voluntary documents with the Stock broker;
  - vi. 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;
  - vii. If the Client is in breach of any term, condition or covenant of this mandatory & voluntary documents;
  - viii. If the Client has made any material misrepresentation of facts, including (winding limitation) in relation to the security;
  - ix. 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;
  - x. If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
  - xi. 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 providing protection as a relief undertaking;
  - xii. If any covenant or warranty of the Client is incorrect or untrue in any material respect
9. Inactive Client account: -
- i. Client account will be considered as inactive if the client does not trade within the previous financial year. Calculation will be done at the beginning of the financial year and those clients who have not traded even a single time will be considered as inactive, the shares / credit ledger balance if any will be transferred to the client as per instruction of the client. The client has to make written request or personal request to the directors for reactivation of their account.
10. Client Acceptance of Policies and Procedures stated hereinabove: -
- This Policies and Procedures may be amended / changed unilaterally by the broker, provided the changed is informed to me / us with through any one or more approved means or methods. This Policies and Procedures shall always be read along with the mandatory & voluntary documents and shall be compulsorily referred to while deciding any dispute / difference or claim between me / us and stock broker before any court of law / judicial / adjudicating authority including arbitrator/ mediator, etc.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

### Tariff Sheet (Charges Applicable on Trading Transactions)

Type of Charge	Amount(excludes GST)
Futures	Rs. 10 per executed order or 0.01% of Turnover whichever is lower
Options*	Rs. 10 per executed order
Call & Trade Services	Rs. 200 per order placed through a Dealer at ABANS

### Additional Charges Applicable on Trading transaction

Exchange transaction charges	Charged by the respective exchanges
Clearing charges	Charged by the clearing member
Commodities Transaction Tax (CTT)	Direct tax levied under CTT Ac
Goods & Services Tax	Goods and Service Tax as applicable over and above Tariff
SEBI Turnover fees	Charge levied by SEBI on each transaction
Stamp Duty	Charged by respective State where the investor Resides
Clients who opt to receive physical contract notes will be charged Rs. 20 per contract note plus courier charges.	
A brokerage of 0.5% of the contract value will be charged for contracts where physical delivery happens.	
Brokerage will not exceed the rates specified by SEBI and the Exchanges; All Statutory and Regulatory charges will be levied at actual. Brokerage is also charged on expired, exercised, and assigned Options contracts	
*Turnover for Options is calculated as (Strike + Premium)*Lot Size	
Charges for other value-added services will be applicable at the time of availing such service, upon your consent.	

The above tariff is subject to change. Changes (if any) will be intimated 30 days in advance. The changes will be updated in the app and website of ABANS and the client is requested to check same and stay updated from time to time on charges.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			



## RUNNING ACCOUNT AUTHORISATION

I/We as a Client in Commodity Market Segment of MCX / NCDEX / ICEX hereby authorizes ABSPL for the following:

That to maintain a running account, instead of settlement of settlement clearance of funds/commodities due to me/us. In this regard, I/We have been informed about the relevant circulars of Exchange/SEBI and I/We have read and understood in same. I/We hereby authorize ABSPL to maintain a running account in all segments across the exchanges (MCX / NCDEX / ICEX).

I/We authorize you as under:

1. I/We authorize you to withhold any credit balance as collateral / margin against my/our future trades/obligation and/or adjust outstanding fund/commodities receivable from you against my/our purchase in subsequent settlement with no interest accruing on the above fund/securities.
2. I request you to settle my fund ☐ Once in every calendar Quarter **OR** ☐ Once in a calendar Month Such settlement will be done on any day at its discretion in a calendar month or quarter (hereinafter referred as "settlement period") as the case may be if my/our account turns into debit on any day during the settlement period, the same may be treated as settlement of funds for that settlement period and ABSPL will not be required to settle the credit if any arising subsequently during period. I/We agree that I/We shall be liable to pay the debit standing to my account on the settlement date or any other date.
3. I/We authorize you to set off the margin deposited by me/us against any of my/our dues, by appropriating relevant amount off under by sale of commodities or by liquidating the open position which form part of margin.
4. I/We agree that fund given towards collaterals/margins in the form of Bank Guarantee (BG) / Fixed Deposit Receipts (FDR) may not be periodically settled.
5. I/We agree that (a) in respect of derivatives market transactions, the Member may retain the requisite collaterals/ securities/ funds on settlement date to take care of any margin obligation arising in next 5 days, calculated in the manner specified by the exchanges, (b) in respect of spot market transactions, the Member may retain entire pay-in obligation of funds & commodities due from me/us as on the date of settlement and for the next day's business, Member may retain funds/commodities/margin to the extent of value of transactions executed on the day of such settlement.
6. That to keep my/our commodities purchased from you, in your margin account and to deliver and/or adjust said commodities against our sales in subsequent settlement i.e. inter transferring the commodities from our settlement(purchase) to another settlement (sales) in Spot and/or F&O Segment Segments of Exchanges unless you receive any verbal or written instruction from me/us to deliver the same to my/our Depository Account. Similarly, I/we authorize you to issue the cheque against our fund pay out after getting the telephonic or written instruction from me/us, otherwise the same will remain with you against my/our margin obligation towards Spot Market and/or F&O Segments.
7. I/We confirm you that I/We will bring to your notice any dispute arising from the settlement of account of settlement so made in writing within 7 working days from date of receipt of funds/commodities or statement of account or statement related to it, as the case may be at your registered office. After that I/we shall have no right to dispute the transaction, funds and/or commodities ever and agree that you shall not be liable for any incidental loss/damage caused due to retention of funds and/or commodities.
8. I/We further declare that this authorization will remain in force unless revoked earlier by me/us in writing.
9. I request you to maintain a minimum credit balance of Rs. 10,000/- at any point of time.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## ELECTRONIC CONTRACT NOTES (ECN) TERMS AND CONDITION

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

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

INFORMATION PROVIDED BY THE CLIENT IN RELATION TO THE PREVENTION OF MONEY LAUNDERING ACT, 2002					
Name of the Client		Client Code			
If Business/Profession:					
Nature of Business:		Industry:			
Details of my/our Relatives, having account with Abans Broking Services Pvt. Ltd. (ABSPL)					
	Name	Relationship		UCC-CLIENT CODE	
1					
2					
Details of the Corporate/ Partnership Firm/Trust etc. where I/We am/are affiliated					
	Name	Entity Type	Nature of Business	Relationship	UCC-CLIENT CODE
1					
2					
3					
4					
I/We agree to submit every year any one of the following documents to ABSPL					
1. Profit & Loss Account and Balance Sheet		2. Form No. 16 (Salary Certificate			
3. Self-attested copy of the Income Tax Return		4. Net worth Certificate			
5. Demat Transaction Statement & Bank Statement(for 6 months)					
I/We confirm that I/we will immediately inform ABSPL in case I/we am/are convinced under any grounds or any action is taken Laundering Act, 2002, OR					
I/we declare that I/we fall under Clients of Special Category as defined in Prevention of Money Laundering Act, 2002					
(Choose the relevant category as under):					
Nonresident Client		High Net-worth Clients		Politically Exposed Persons	
Companies offering foreign exchange offerings				Non face to face client	
Clients with dubious regulation as per public information available etc.					
Companies having close family shareholdings or beneficial ownership.					
Trust Charities, Non-Governmental Organisations (NGOs) and organizations receiving donations					
Clients in high risk countries where existence/effectiveness of money laundering controls is suspect etc.					
I/We intend to invest in the stock market with:		Own Fund		Borrowed Funds	
(If Borrowed Funds, then please specify below Sources of Funds):					
Sources of Borrowed Funds (If Any)				Amount (Rs.)	
I/WE HEREBY DECLARE THAT I/WE AM/ARE BENEFICIAL OWNER OF THE TRADING/ ONLINE ACCOUNT OPENED WITH ABSPL					
				SIGNATURE OF THE CLIENT	
<b>For Office Use</b>					
RISK CATEGORY:		HIGH		MEDIUM	
				LOW	



## CONSENT LETTER FOR RECEIVING ALERTS, TRADING CALLS, RESEARCH REPORT ETC. ON MOBILE and EMAIL

Dear Sir/Madam,

I/We hereby give my/our consent to give me/us Alerts, Research Calls, Reports, News, Live Updates or any other information on my/our Email ID given earlier for Electronic Communication and also on my Mobile No. \_\_\_\_\_ and Email ID \_\_\_\_\_.

This shall not be treated as violation of any DND or any other similar rules applicable from time to time. The number may be given to the exchange database also.

Further, I/We undertake to ABSPL and confirm to use my/our own judgement in taking a view and execute in the identified security(s) according to my/our financial strength/capabilities and shall not hold ABSPL responsible for any loss suffered by my/our financial strength/capabilities and shall not hold ABSPL responsible for any loss suffered by me/us on account of executing or omitting to executes any trades in pursuance of such communication and/or investment advises sent by

I/We further declare that the above-mentioned statement is true and correct & I/We also make revoke this authorization at any time if it causes me inconvenience at a later period.

<input type="checkbox"/>	SMS Research calls, News and Live Updates, please tick to register for MOBILEALERT SMS		
<input type="checkbox"/>	Access to the following Research Services, please tick to register for EMAIL ALERTS		
<input type="checkbox"/>	Fundamental	<input type="checkbox"/>	Technical

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## Consent to trade in Commodity Options

I/We.....  
Intend to trade in the Commodity Options under the appropriate commodity exchange, approved by the SEBI, subject to all the regulatory requirements of the Exchange and SEBI from time to time.

I/We, also confirm to have read and understood the contents of the additional risk disclosure documents for Options Trading

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

### Additional Risk Disclosure documents for Options Trading

Risk of Option holder:

1. An option holder runs the risk of losing the entire amount paid for the options in a relatively short period of time. The 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 secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the options. 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 restriction and have absolute authority to restrict the exercise of option at certain times in specified circumstances.

Risk of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risk 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 type of hedging position in the option, the risk may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transaction that involve buying and writing multiple option in combination, or buying or writing option in combination with buying or selling short the underlying interest, present additional risk to investors. Combination transaction, 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 not to suggest that combination strategies should not well considered, it is advisable, as in case with all investment in options, to consult with someone who is experienced and knowledge with respect to the risk and potential rewards of combination transaction under various market circumstances.

## CONSENT FORM FOR RECEIVING TRADES ALERTS THROUGH SMS AND / OR E-MAIL MCR

I/We \_\_\_\_\_ a Client with **ABSPL** Member ID **40385** of MCX. Undertakes as follows :-

1. I/We are aware that Multi Commodity Exchange (MCX) provides the details of the trades executed on its trading platform to concerned Clients / constituents through SMS and E-mails alerts.
2. I/We are aware that the Member has to provide the trade details through SMS / E-mail alerts for my convenience
3. I/We hereby confirm that I/We wish to receive the trade alerts through:

SMS	E-mail	SMS and E-mail	
-----	--------	----------------	--

4. The Alerts should be sent on

Mobile Number										Email Address	
---------------	--	--	--	--	--	--	--	--	--	---------------	--

I/We here by agree to the terms and conditions specified by the Exchange vide circular No. MCXIT&S/165/2012 dated April 26,2012 and circular / clarification issued by the Exchanges from time to time. In this regard. We are also aware that this is an additional facility provided by the Exchanges and we shall not solely rely or use such data for any purpose and Exchanges shall not be liable for any direct or in direct loss of any nature because of providing this additional facility.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

**COMMODITY WISE CLIENT CATEGORISATION**

Client Name :					Client Code :		
Sr. No.	Product	FPOs/ Farmers	VCPs/ Hedger	Proprietary traders	Domestic financial institutional investors	Foreign participants	Others
<b>A</b>	<b>Bullion</b>						
1	Gold						
2	Gold mini						
3	Gold guinea						
4	Gold petal						
5	Silver						
6	Silver mini						
7	Silver micro						
<b>B</b>	<b>Base metals</b>						
8	Aluminium						
9	Aluminium mini						
10	Brass						
11	Copper						
12	Copper mini						
13	Lead						
14	Lead mini						
15	Nickel						
16	Nickel mini						
17	Zinc						
18	Zinc mini						
<b>C</b>	<b>Energy</b>						
19	Crude oil						
20	Crude oil mini						
21	Natural gas						
<b>D</b>	<b>Agri commodities</b>						
22	Black pepper						
23	Cardamom						
24	Castor seed						
25	Cotton						
26	Crude palm oil						
27	Mentha oil						
28	Rbd palmolein						
29	Rubber						
<b>E</b>	<b>Cereals and Pulses</b>						
30	Barley						
31	Chana						
32	Maize Kharif/ South						
33	Maize Rabi						
34	Wheat						

F	<b>Fibres</b>						
35	Kapas						
36	29 mm Cotton						
G	<b>Guar Complex</b>						
37	Guar Seed1MT						
38	Guar Seed 10 MT						
39	Guar Gum						
H	<b>Oil and Oil seeds</b>						
	Cotton seed						
40	oilcake						
41	Soy Bean						
42	Refined soy oil						
43	Mustard Seed						
I	<b>Soft</b>						
44	Sugar M						
J	<b>Spices</b>						
45	Pepper						
47	Turmeric						
48	Jeera						
49	Coriander						

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

## FATCA/CRS Declaration Form - (Non-Individual)

PAN		Trading		DP Code	
Name					
Please tick the applicable tax resident declaration:					
Is "Entity" a tax resident of any country other than India				Yes	No
(if Yes please indicate the 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 please specify)		
1					
2					
3					
%In case Tax Identification Number is not available, kindly provide functional equivalent					
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 _____					
<b>FATCA-CRS Declaration</b>					
(Please consult your professional tax advisor for further guidance on FATCA-CRS Declaration)					
<b>Part A (to be filled by Financial Institutions or Direct Reporting NFEs)</b>					
1	<b>We are a</b>	GIIN: _____	<b>GIIN not available (please tick as applicable):</b>		
	Financial institution (Refer 1 of part C) or	Note: 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: <b>Name of sponsoring entity:</b> _____	Applied for		
	Direct reporting NFE (Refer 3(vii) of part C)		Not required to apply for (Please specify sub4category )		
	(please tick as appropriate)		Not obtained – Non participating FI		
			(Refer 1 A of part C)		
<b>Part B (to be filled by NFEs other than Direct Reporting NFEs - please fill any one as appropriate)</b>					
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)	<b>Yes</b> (If yes, please specify any one stock exchange upon which the stock is regularly traded) Name of the 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)	<b>Yes</b> Name of the listed company, the stock of which is regularly traded _____ (If yes, please specify any one stock exchange upon which the stock is regularly traded) Name of the stock exchange _____ <b>Nature of relation:</b> <input type="checkbox"/> Subsidiary of the listed company <input type="checkbox"/> Controlled by a listed company			
3	Is the Entity an active NFE? (Refer 2c of part C)	<b>Yes</b> Nature of business _____ Please specify the sub-category of Active NFE: _____ (Mention code – refer 2c of Part D)			
4	Is the Entity a passive NFE? (Refer 3(ii) of part C)	<b>Yes, Nature of business</b> _____			
<b>Declaration Form of Ultimate Beneficial Ownership [UBO] (Mandatory for all entities except a Public traded company or a related entity of Public Traded Company)</b>					
<b>Category (please tick applicable category)</b>					
<input type="checkbox"/> Unlisted Company		<input type="checkbox"/> Partnership Firm		<input type="checkbox"/> Limited Liability Partnership Firm	

<input type="checkbox"/> Public Charitable Trust		<input type="checkbox"/> Religious Trust		<input type="checkbox"/> Private Trust	
<input type="checkbox"/> Unincorporated Associates / Body of Individual		<input type="checkbox"/> Others (please specify) _____			
<b>UBO / Controlling Person(s) details</b>					
<b>Details</b>		<b>UBO1</b>		<b>UBO2</b>	
<b>Name of the UBO</b>					
<b>UBO Code</b>					
<b>Country of Tax residency*</b>					
<b>PAN#</b>					
<b>Address</b>					
		<b>Zip</b>		<b>Zip</b>	
		<b>State</b>		<b>State</b>	
		<b>Country</b>		<b>Country</b>	
<b>Address Type</b>		<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	
<b>Tax ID%</b>					
<b>Tax ID Type</b>					
<b>City of Birth</b>					
<b>Country of Birth</b>					
<b>Occupation Type</b>		<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Other _____		<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Other _____	
<b>Nationality</b>					
<b>Father's Name</b>					
<b>Gender</b>		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other		<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other	
<b>Date of Birth</b>		DD/MM/YYYY		DD/MM/YYYY	
<b>Percentage of Holding (%)<sup>\$</sup></b>					
<p>* To include US, where controlling person is a US citizen or green card holder.</p> <p># If UBO is KYC complaint, KYC proof to be encoded. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust/ Protector of Trust to be specified whenever applicable.</p> <p>% In case Tax Identification Number is not available, kindly provide functional equivalent.</p> <p>\$ Attach valid documentary proof like Shareholding pattern duly attested by the Authorized Signatory / Company Secretary.</p>					
<b>Declaration</b>					
1) I have read and understood the information requirements and the Terms & Condition mentioned in this Form (read along with annexure for FATCA & CSR instruction) and hereby confirm that the information provided by me on this Form is true, correct and complete.					
2) I hereby agree and confirm to inform ABANS Group for any modification to this information promptly.					
3) I Further agree to abide by the provision of the scheme related documents inter alia provision of FATCA & CSR on Automatic Exchange of Information (AEOI)					
<b>Name</b>					
<b>Designation</b>					
<b>Signature</b>					
<b>Place</b>				<b>Date</b>	
For investor convenience, ABANS Group collecting this mandatory information for updating across all the Group Companies of ABANS whether you are already an investor or would become an investor in future.					
Please submit the form fully filled, signed for all the holders, separately, and submit.					

**1. ORDER PLACEMENT INSTRUCTIONS**

I/we understand that you require written instructions from me for placing/modifying/cancelling orders. However, since it is not practical for me to give written instructions for placing/modifying/cancelling order. Even If I/we have facility to trade online through Internet and wireless technology, I/we may have to place orders by physically visiting/calling/emailing the call centre/head-office/branch specified for the said purpose by ABANS in case of breakdown of internet connectivity or other similar reasons. I/we hereby request you to kindly accept my verbal orders/instructions, in person or over phone and execute the same. I/we understand the risk associated with placement of verbal orders and accept the same. I/we shall not disown orders under the plea that the same were not placed by me provided I/we am sent ECN/Physical contract notes or trade confirmations through SMS and other approved modes. I/we also agree that non-receipt of bounced mail notification by you shall amount to delivery of contract note at my/our email ID. I/we indemnify ABANS and its employees against all trade related losses, damages, actions which you may suffer or face, as a consequence carrying out my instructions for orders placed verbally

**2. ERRORS AND OMISSIONS**

I/we understand and agree that inadvertent errors may occur, while executing orders placed by me. In such circumstances ABANS shall make all reasonable efforts to rectify the same and ensure that I/we am not put to any monetary loss. I/we understand and agree that I/we shall not hold ABANS responsible beyond this and claim additional damages/loss. I/we understand and agree that my request to modify or cancel the order shall not be deemed to have been executed unless and until the same is confirmed by ABANS.

**3. NO MARKET MANIPULATION**

I/we undertake not to execute transactions, either singly or in concert with other clients, which may be viewed as manipulative trades viz. artificially raising, depressing or maintaining the price, creation of artificial volume, synchronized trades, cross trades, self-trades, etc. or which could be termed as manipulative or fraudulent trades by SEBI/Exchanges. In case I/we am found to be indulging in such activities, ABANS has every right to inform the Exchange/SEBI/other regulatory authority of the same and suspend/close my trading account.

**4. NOT TO ACT AS UNREGISTERED SUB BROKER**

I/we undertake not to act as unregistered Sub-broker and deal only for myself and not on behalf of other clients. In case I/we wish to deal for other clients also, I/we undertake to apply to SEBI through ABANS to obtain a sub broker registration. In case ABANS perceives that I/we am acting as an unregistered sub broker, ABANS has the right to immediately suspend my trading account and close all open positions and adjust the credits (across all segments) against the dues owed by me to ABANS without the requirement of any notice from ABANS. Further, ABANS has the right to inform the concerned regulatory authorities about the same. In aforesaid eventuality, I/we agree and undertake to indemnify ABANS from any loss/ damage/claim arising out of such activity.

**5. NOT DEBARRED BY ANY REGULATOR**

I/we confirm and declare that there is no bar on me imposed by any Exchange or any regulatory and/or statutory authority to deal in securities directly or indirectly. I/we agree to inform ABANS, in writing, of any regulatory action taken by any Exchange or regulatory/ statutory authority on me in future. In case I/we fail to inform the same and ABANS on its own comes to know of such action, ABANS has the right to suspend/close my trading account and refuse to deal with me. Also, ABANS can at its sole discretion, close all the open positions and liquidate collaterals to the extent of trade related debit balances, without any notice to me/us.

**6. PMLA DECLARATION**

I/we declare that I/we have read and understood the contents and the provisions of the PMLA Act,



2002, which were also explained to me by ABANS officials. I/we further declare that I/we shall adhere to all the provisions of PMLA Act, 2002.

I/we further undertake and confirm that;

- a. I/we do not have any links with any known unlawful persons/institutions
- b. I/we am a genuine person and not involved or indulge knowingly or assisted, directly or indirectly, in any process or activity connected with the proceeds of crime nor I/we am a party to it. The investment money is derived from proper means and does not involve any black or Hawala money in any manner.

#### **7. INDEMNIFICATION**

I/we hereby indemnify and hold ABANS, its Directors and employees harmless from and against all trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the ABANS directly or indirectly, relating to bad delivery of shares/ securities and/ or third party delivery, whether authorized or unauthorized and fake/forged/stolen shares/ securities/transfer documents introduced or that may be introduced by or through me during the course of my dealings/ operations on the Exchange(s) and/ or proof of address, identity and other supporting/ documents provided by me at the time of registration and/ or subsequently.

#### **8. INDEMNITY OF JOINT HOLDINGS**

I/we hereby agree to indemnify and hold ABANS harmless from any trade related claims, demands, actions, proceedings, losses, damages, liabilities, charges and/or expenses arising from transactions in securities held jointly by me with any other person or persons, if any.

#### **9. DELAYED PAYMENT CHARGES**

I/we understand that in case my account is in debit balance and/or if I/we have insufficient funds to manage my trading positions, I/we will be charged an interest up to 0.05% per day as delayed payment charges. I/we confirm having read the rules & regulations pertaining to the levy of such interest under the policies & procedures.

#### **10. NRI DECLARATION**

I/we understand that if the sole/first applicant has or attains NRI Status, investments in scheme of mutual funds can be made only upon providing Foreign Inward Remittance Certificate (FIRC) to ABANS every time the investment is made.

#### **11. THIRD-PARTY PAYMENTS**

ABANS shall have the prerogative to refuse payments received from any bank account where the client is not the first holder or which is not mentioned in the KYC or which the client has not got updated subsequently by submitting a written request along with adequate proof thereof as per proforma prescribed by ABANS. ABANS shall not be responsible for any loss or damage arising out of such refusal of acceptance of payments in the situations mentioned above.

However, due to oversight, if any such third-party payment has been accepted by ABANS and the credit for the same has been given in the client's ledger, ABANS shall have the right to immediately reverse such credit entries on noticing or becoming aware of the same. In such a case, ABANS reserves the right to liquidate any of the open positions and/or any of the collaterals received/ held on behalf of the client. ABANS, its Directors and employees shall not be responsible for any consequential damages or losses.

#### **12. NO DEALINGS IN CASH**

ABANS as a policy neither accepts any funds for pay-in/margin in cash nor makes any payment or allows withdrawal of funds in cash. No claim will be entertained where the client states to have made any cash payment or deposited cash with any Branch/Sub- Broker/ Remisier/Employee/Authorised Person of ABANS.

#### **13. DISCLOSURE OF PROPRIETARY TRADING BY ABANS**

Pursuant to SEBI Circular Number SEBI/MRD/SEC/Cir-42/2003 dated November 19, 2003, ABANS discloses to its clients about its policies on proprietary trades. ABANS does proprietary trades in the cash and derivatives segment at NSE & BSE.

#### 14. DELIVERIES

The client shall ensure that the shares are properly transferred to the designated demat account of ABANS, for effecting delivery to the Exchange against the sale position of the client. Such transfers shall be entered by the client within the time specified by SEBI/Exchanges/ABANS. In case the client fails to transfer the shares on time to ABANS, ABANS shall not be responsible for any loss/damages arising out of such delayed transfers.

#### 15. SQUARING OFF OF POSITIONS & SALE /LIQUIDATION OF COLLATERAL MARGINS (to the extent of Settlement Margin obligation)

The client shall settle the transactions, within the Exchange specified settlement time, by making the requisite payment of funds and/or delivery of the shares. In case the client fails to settle the transactions within the settlement date, then ABANS has the right to square off the open and/or unpaid positions, at an appropriate time, as it deems fit, without any notice to the client. The client shall not have any right or say to decide on the timing of closure of the open positions that needs to be closed. ABANS, its Directors and Employees shall not be responsible for any trade related loss or damages arising out of such square offs. All such square off transactions shall have implied consent and authorization of the client in favour of ABANS.

After such square off of open positions by ABANS, as mentioned in above clauses, if there is a debit balance, the client shall pay the same immediately. However, if the client does not clear off the debit balance, ABANS shall have the right to liquidate the shares and other securities of the client (kept as collateral/margin) to the extent of the debit balance, without any intimation to the client. The client shall not have the right to decide on the timing of liquidation of shares and securities held in collateral/margin and the shares and securities that needs to be sold or liquidated. ABANS, its Directors and employees shall not be responsible for any trade related loss or damages arising out of such selling.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			

### KRA Consent and Client Defaulter Declaration

1. I/We hereby authorize you to use the above furnished details for registration KRA, CERSAI, exchanges and other parties involved for the purpose of KYC registration.
2. I / We hereby declare that I have not been declared that I /we have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/ Various Exchanges/ Regulatory bodies/ CIBIL (Credit Information Bureau of India Ltd.) etc. I /we further declare that the above-mentioned declaration/ statement is true and correct.

Place			
	Authorized Signatories	Authorized Signatories	Authorized Signatories
Name			
Signature			