

MCX, NCDEX, NMCE & ICEX

□ INDI	VIDUAL [NON-INDIVIDU	AL
Client Code			
Client Nam	e		

Set of Account Opening Document



FIVESQUARE AGROGOLD PVT. LTD.

Exchange Name Membership **FMC ID** 10915 MCX/TCM/CORP/0248 MCX

NCDEX 00195 NCDEX/TCM/CORP/0185 NMCE CL0269 NMCE/TCM/CORP/0187 ICEX/TCM/CORP/0092 **ICEX** 1093

Regd./Corrp. Office: 17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi-110005

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Compliance Officer's Details

Name

Phone No.

E-mail Id

CEO Details Anusha Maheshwari Name Anusha Maheshwari +91-11-4504-4444 : +91-11-4504-4444 Phone No. : coo@farsightshares.com : coo@farsightshares.com E-mail Id

S. No.	Name of the Document	Brief Significance of the Document						
MAND	ATORY DOCUMENTS AS PRESCRIBED B	Y FMC & EXCHANGES						
1.	KYC (Account Opening) application form	KYC form - Document captures the basic information about the constituent and an instruction/check list.	1-10					
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market	11-13					
3.	Rights and Obligations of Members, Authorized Persons and Clients	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14-17					
4.	Do's and Don'ts for the Investors	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	18-19					
5.	Tariff sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s) (to be added by the member).	19					

VOLUNTARY DOCUMENTS AS PER PROVIDED BY THE MEMBER

6.	Electronic Contract Note	Declaration	20
7.	Letter of Authority	Authorisation	21
8.	Declaration by HUF	Declaration	22
9.	Ghoshna	Ghoshna in Hindi	22
10.	Acknowledgment from Client	Acknowledgment	22
11.	Consent Form For Receiving Trade Alerts	Consent Form	23
	through SMS and / or E-mail		

For any grievance/dispute please contact Fivesquare Agrogold Pvt. Ltd. at the above address or email id-ig@farsightshares.com and Phone no. 011-2875-9980-83, 4504-4444. In case not satisfied with the response, please contact the concerned exchange(s) at

Exchange Name	E-mail ID	Phone No.
Multi Commodity Exchange of India Ltd.	grievance@mcxindia.com	+91-22-67318888
National Commodity & Derivatives Exchange Limited	askus@ncdex.com	+91-22-66406084
National Multi Commodity Exchange of India Ltd.	grievance@nmce.com	+91-79-40086037
Indian Commodity Exchange Ltd.	info@icexindia.com	+91-11-45785515

This booklet contains 11 signatures, all shall be signed by the client. Client shall go through the documents & sign where ever mark 🕰

	KNOW YOUR CLIENT (KYC) APPLICATION FORM	ANNEXURE-1
Please fill this form in El	NGLISH and in BLOCK LETTERS	FOR INDIVIDUALS
A. IDENTITY DETAIL	.S	
Name of the Applicant Father's/Spouse Name Gender Date of Birth Status	Male Female Marital Status Single Married Nationality Resident Individual Non Resident Foreign National (If Non Resident / Foreign National, self-certified copy of statutory approval obtained must be attached)	Please affix your recent passport size photograph and sign across it
PAN	Unique Identification Number (UID)/ Aadhaar, if available	
Any other additional pro	of of identity	
B. ADDRESS DETAI	LS	
Address for	be different from the proof of identity submitted).	
Correspondence	City/District/Village PI State Country	N Code
Contact Details	Tel. (Office) Tel. (Res.)	
Specify the proof of add	ress submitted for correspondence address	
Permanent Address		
(If different form above	City/District/Village PI	N Code
	State Country Tel.(Res.) Mobile No. Fax	
Charify the proof of odd	Email id	
C. OTHER DETAILS	ress submitted for permanent address, if any	
Gross Annual Income Do	etails (please specify):	
Income Range per annum	n □ Below ₹ 1 Lac □ ₹ 1-5 Lac □ ₹ 5- 10 Lac □ ₹ 10-25 Lacs □ Æ	Above ₹ 25 Lacs
	OR Net-worth as on (Net worth should n	not be older than 1 year)
Occupation (please tick	$\ \square$ Private Sector $\ \square$ Public Sector $\ \square$ Government Service $\ \square$ Business $\ \square$ F	Professional
any one and give brief details)	☐ Farmer ☐ Other Specify ☐	
Please tick, as applicabl	e Politically Exposed Person (PEP) ☐ Related to a Politically Exposed	l Person (PEP)
	□ Not a Politically Exposed Person (PEP) □ Not Related to a Politically Expo	osed Person (PEP)
# If you have a landline co	onnection, kindly provide the same	, ,
D. BANK ACCOUNT	(S) DETAILS	
Bank Name		
Branch Address		
	City/District/Village PII	N Code
	State Country Country	
Bank Account No. Account Type	☐ Saving ☐ Current ☐ Others - In case of ☐ NRI	□ NRE □ NRO
MICR Number	IFSC Code	

E	DEPOSITORY ACCOUNT(S) DETA	AILS, If Available Commodity Depositor	y Account
	sitory Participant Name		
Depos	sitory Name NS		
Panaf	□ CD	SL DP ID LLLLLL BO ID	
	iciary Name Provide a copy of either Demat Mast	er or a recent holding statement issued by	DP hearing name of the client
	TRADING PREFERENCES	or or a rooth florally statement located by	Doubling hame of the diona.
		not the Evolunge with which you wish to tr	ade. The Exchange not chosen should be struck
	he client.	rist the Exchange with which you wish to the	ade. The Exchange holdhosen should be struck
Sr. No.	Name of the National Commodity Exchange#	Date of Consent for trading on concerned Exchange	Signature of the Client
1.	MCX		Ø1 (1)
2.	NCDEX		©1 (2)
3.	NMCE		© (3)
4.	ICEX		Ø (4)
# At th	e time of printing the form, the Meml	per must specify the names of the Exchan	ges where the Member has membership.
		ny other Exchange at a later date, which is client and to be kept as enclosure with this c	s not selected now, a separate consent letter is document]
G	. INVESTMENT/TRADING EXPERIE	ENCE	
•	No Prior Experience •	Years in Commodities •	Years in other investment related fields
Н	SALES TAX REGISTRATION DETA	AILS (As applicable, State wise)	
•	Local Sales Tax State Registration N	No.	Validity Date - - - -
•	Name of the State		
•(Central Sales Tax Registration No		Validity Date - -
•(Other Sales Tax State Registration No	0.	• Validity Date - -
•	lame of the State		
l. \	/AT DETAILS (As applicable, State	wise)	
•	ocal VAT Registration No.		• Validity Date - -
•	Name of the State		
• (Other VAT Registration No.		Validity Date - -
•	Name of the State		
J.	PAST REGULATORY ACTIONS		
	etails of any action/proceedings initi- uthority against the client during the la		ck exchange / Commodity exchange/any other
		, -	

K. DEALINGS THROUGH OTHER MEMBERS

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

Member's / Authorized Person (AP)'s Name:
Exchange:
Exchange's Registration number:
Concerned Member's Name with whom the AP is registered:
Registered office address Ph. Ph:
Fax
Client Code:
Details of disputes/dues pending from/to such Member/AP
L. INTRODUCER DETAILS (optional)
Name of the Introducer: (Surname) (Name) (Middle Name)
Status of the Introducer: Authorized Person/Existing Client/Others, please specify
Address and phone no. of the Introducer
Signature of the Introducer
M. ADDITIONAL DETAILS
Whether you wish to receive communication from Member in electronic form on your Email-id [Yes / No] :
{If yes then please fill in Appendix-A}
N. NOMINATION DETAILS
I/We wish to nominate I/ We do not wish to nominate
Name of the Nominee Relationship with the Nominee
PAN of Nominee Date of Birth of Nominee
Address and phone no. of the Nominee
If Nominee is a minor, details of guardian:
Name of guardian Address and phone no. of Guardian
Signature of guardian
WITNESSES (Only applicable in case the account holder has made nomination) Name Signature Address Address
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 change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents. I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website, if any.
Place)
Date Signature of Client

FOR OFFICE USE ONLY UCC Code allotted to the Client: Documents verified with Originals Name of the Employee **Employee Code** Designation of the employee Date Signature Account Opened by ______Date:_____ Exchange activated & Mapped by Rechecked by Date: I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made

Seal/Stamp of the Member

available on my/our website, if any, for the information of the clients.

Signature of the Authorised Signatory

KNOW YOUR CLIENT (KYC) APPLICATION FORM Please fill this form in ENGLISH and in BLOCK LETTERS FOR NON-INDIVIDUAL A. IDENTITY DETAILS Name of the Applicant Please affix your recent Date of incorporation | |-| | - | | | Place of Incorporation passport size Date of Commencement of Business | | - | | - | | photograph and PAN Registration No. (e.g. CIN) sign across it Any other additional proof of identity Status (please tick any one) Private Limited Co. ☐ Public Ltd. Co. ☐ Body Corporate Partnership HUF LLP Others (please specify) (In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached) **B. ADDRESS DETAILS** (Proof of address must be different from the proof of identity submitted). Address for City/District/Village Correspondence Country **Contact Detail** Tel. (Res.)# Tel. (Office)# Mobile E-mail Id Specify the proof of address submitted for Correspondence Address **Registered Address** (if different from above) City/District/Village Country Tel. (Office)# Mobile Specify the proof of address submitted for Registered Address if applicable C. OTHER DETAILS Gross Annual Income Details (please specify): Income Range per annum ☐ Below ₹ 1 Lac ☐ ₹ 1-5 Lac ☐ ₹ 5- 10 Lac ☐ ₹ 10-25 Lacs ☐ ₹ 25 Lacs - 1 Crore ☐ Above ₹1 Crore Net-worth as on | | - | | - | | (*Net worth should not be older than 1 year) Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors Name (1) PAN Photographs of Promoters/Partners/ Residential Address Karta/Trustees and City/District/Village PIN Code whole time directors DIN / DPIN / UID | | | | | | | | | | | Please tick, if applicable, for any of your authorized signatories/Promoters/Partners/Karta/Trustees/whole time directors: ☐ Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (RPEP) ☐ Not a Politically Exposed Person (PEP) ☐ Not a Related to a Politically Exposed Person (RPEP)

If you have a landline connection, kindly provide the same

Name (2)		
PAN Residential Addre		Photographs of Promoters/Partners/
ricolderitial ridari	City/District/Village PIN Code PIN Code	Karta / Trustees and
	State Country	whole time directors
DIN / DPIN / UID		
	pplicable, for any of your authorized signatories/Promoters/Partners/Karta/Truster Politically Exposed Person (PEP) Related to a Politically Exposed Person (PEP) Not a Related to a Politically Exposed Per	erson (RPEP)
Name (3)		
PAN		Photographs of
Residential Addre	ess	Promoters/Partners/ Karta / Trustees and
	City/District/Village PIN Code PIN Code	whole time
DIAL / DDIAL / LUD	State Country Country	directors
DIN / DPIN / UID		
	pplicable, for any of your authorized signatories/Promoters/Partners/Karta/Truster Politically Exposed Person (PEP) Not a Politically Exposed Person (PEP) Not a Related to a Politically Exposed Person (PEP) and line connection, kindly provide the same	erson (RPEP)
Name (4)		
PAN		Photographs of
Residential Addre	ess	Promoters/Partners/ Karta / Trustees and
	City/District/Village PIN Code PIN Code	whole time
	State Country Country	directors
DIN / DPIN / UID		
	pplicable, for any of your authorized signatories/Promoters/Partners/Karta/Truster Politically Exposed Person (PEP) Not a Politically Exposed Person (PEP) Not a Related to a Politically Exposed Person (PEP) Andline connection, kindly provide the same	erson (RPEP)
D. BANK AC	CCOUNT(S) DETAILS	
Bank Name Branch Address	S	
	City/District/Village	PIN Code
	State Country Country	
Bank Account N		
Account Type	☐ Saving ☐ Current ☐ Others - In case of ☐ NRI	□ NRE □ NRO
MICR Number		

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

Е	E. DEPOSITORY ACCOUNT(S) DET	FAILS, If Available Commodity Depository Acc	count
	sitory Participant Name		
Depo	sitory Name	SDL DP ID	
•	-	DSL DP ID BO ID	
Bene	ficiary Name		
Note:	Provide a copy of either Demat Mas	ster or a recent holding statement issued by DP b	pearing name of the client.
F	TRADING PREFERENCES		
	Please sign in the relevant boxes aga the client.	ainst the Exchange with which you wish to trade. T	he Exchange not chosen should be struck
Sr. No.	Name of the National Commodity Exchange#	Date of Consent for trading on concerned Exchange	Signature of the Client
1.	MCX		(1)
2.	NCDEX	J.	© (2)
3.	NMCE	,	⊘ (3)
4.	ICEX	Į.	(4)
•	No Prior Experience . SALES TAX REGISTRATION DE Local Sales Tax State Registration Name of the State Central Sales Tax Registration No		Validity Date
	Other Sales Tax State Registration	No.	Validity Date
	Name of the State		
	VAT DETAILS (As applicable, Stat	e wise)	Validity Date - -
	Local VAT Registration No.		validity Date
	Name of the State		a Validity Data
	Other VAT Registration No.		Validity Date
	Name of the State		
	PAST REGULATORY ACTIONS		
	, ,	tiated/pending/ taken by FMC/ SEBI / Stock exc ers/promoters/whole time directors/authorized per	
K.	DEALINGS THROUGH OTHER M	EMBERS	
		Member, provide the following details (incase deaning all the information as mentioned below):	aling with multiple Members/APs, provide
	per's / Authorized Person (AP)'s Nar		

Exc	change's Registration number:																Ш			
Co	ncerned Member's Name with whom the AP is re	egistered:																		
Re	gistered office address										Р	h:				L				
Fax	c						W	ebs	site								Ш	\perp		
Clie	ent Code:																			
De	tails of disputes/dues pending from/to such Meml	ber/AP															Ш	_		
	L. INTRODUCER DETAILS (optional)																			
	me of the Introducer: S U R N A M E		a m e				MH	D	D	L E		NIA	M	Е						
	ttus of the Introducer: Authorized Person/Existing	J Client/Others,	, pleas	se sp	ecify	Ш											Ш			
Add	dress and phone no. of the Introducer							Ш									Ш			
Sig	nature of the Introducer																			
	M. ADDITIONAL DETAILS																			
Wh	ether you wish to receive communication from M	lember in elect	ronic	form	on yo	ur E	ma	il-ic	I [Y	es ,	/ N	o] :								
{If y	yes then please fill in Appendix-A}																			
		DECLAR	RATIO	N																
2. 3.	misleading or misrepresenting, I am/we are awar I/We confirm having read/been explained and understo I/We further confirm having read and understo Document' and 'Do's and Dont's'. I/We do hereby also been informed that the standard set of document in the	lerstood the content ood the content y agree to be bo	tents of to	of the t the 'F by suc	ariffs lights h pro	hee and visio	d O	blig as c	atio outl	ons ine	' d d ir	ocu the	me ese	nt(: do	s), cur	'Ri ne	sk nts.	Dis I/W	clos /e h	sure ave
Pla	ce		(R	(5))
	te		Sign	ature	of (a	I) Au	utho	rize	ed S	Sigr	nate	ory	(ies	3)*						_/
*Ec	orm need to be signed by all the authorized signator	rioo																		
	in theed to be signed by all the authorized signator			OM!	\ T												_	_		
116	CC Code allotted to the Client:	FOR OFFICE	USE	ONL	Y															
	50 Gode anotted to the Olient.		Docum	onto	vorifi	od v	_{rith}	Ori	ain	مام										
	Name of the Employee		Jocuii	ienis	veriii	eu v	VILII	OII	yırı	ais										
-	Employee Code																			
-	Designation of the employee															_				
	Date																			
																				- 1
ΛU	Signature											Da	to .			_				
Re	Signature count Opened by :	re of tariff sheet										Da Da	te: te:							
Red I / V ma cop wo	Signature count Opened by : change activated & Mapped by :	re of tariff sheet ument (s), RDD at any change in dertake that any	t and a	all the s and tariff	volu Dont	ntar s' ar	y/n nd (on-I	ma dan	nda ce l	itor Not	Da Da y do e. I/ y/no	te : te : ocu /We on-	 ime e ha ma	ents	s. I/ giv	/We ven	 ha /se	ive nt hi	also im a

INSTRUCTIONS/CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

- Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- 3. If any proof of identity or address is in a regional language, then translation into English is required.
- 4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- 5. If correspondence & permanent address are different, then proofs for both have to be submitted.
- 6. Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines and other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- 8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted along with other statutory approvals required for investment in commodities.
- 10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.
- **B.** Proof of Identity (POI): List of documents admissible as Proof of Identity:
 - Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
 - 2. PAN card with photograph.
 - Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar

Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

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

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

D. Exemptions to PAN

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

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

E. List of people authorized to attest the documents:

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

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

Type of Entity	Documentary Requirements
Corporate	Copy of the balance sheets for the last 2 financial years (to be submitted every year).
	 Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).
	 Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.
	Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.
	Copies of the Memorandum and Articles of Association and certificate of incorporation.
	Copy of the Board Resolution for investment in commodity market.
	Copy of Board Resolution or declaration (on the letterhead) naming the persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures.
Partnership Firm	 Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered partnership firms only). Copy of partnership deed. Authorised signatories list with specimen signatures. Photograph, POI, POA, PAN of Partners.
Trust	 Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered trust only). Copy of Trust deed. List of trustees certified by managing trustees/CA. Photograph, POI, POA, PAN of Trustees.
HUF	 PAN of HUF. Deed of declaration of HUF & List of coparceners. Bank pass-book/bank statement in the name of HUF. Photograph, POI, POA, PAN of Karta.
Government Bodies	 Self-certification on letterhead. Authorized signatories list with specimen signatures.
	Copy of Registration Certificate under Societies Registration Act.
Registered Society	List of Managing Committee members.
	 Committee resolution for persons authorised to act as authorised signatories with specimen signatures.
	True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

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

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

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

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

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

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment advice. No consideration to trade

should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

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

- 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

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

expected price levels, so as not to have any obligation to deliver/receive such commodities.

iii. Risk of Wider Spreads

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

iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to place "limit orders", "stop loss orders" etc. Placing of such orders (e.g. "stop loss" orders or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. A "market" orderwill 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 predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

v. Risk of News Announcements

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

vi. Risk of Rumours

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

vii. System Risk

- a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.
- c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

viii. System/ Network Congestion

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

be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

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

Effect of "Leverage" or "Gearing":

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

- applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

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

4. General

i. Deposited cash and property:

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

ii. Commission and other charges:

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

- iii. For rights and obligations of the Members/ Authorised Persons/ clients, please refer to Annexure 3
- iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.
- v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

As prescribed by FMC and Commodity Exchanges

- The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
- The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
- 3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
- 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. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

- The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/FMC from time to time.
- 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 nonmandatory; therefore, subject to specific acceptance by the client.
- 9. 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.
- 10. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

MARGINS

- 11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
- 12. 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

- 13. 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.
- 14. 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.
- 15. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
- 16. 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).
- 17. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the Member brokerage and statutory levies as are prevailing from time to time and as they apply to

the Client's account, transactions and to the services that Member renders to the Client. The Member shall not charge brokerage more than the maximum brokerage permissible as per the Rules, Business Rules and Bye-laws of the relevant commodity exchanges and/or Rules of FMC.

LIQUIDATION AND CLOSE OUT OF POSITION

- 19. 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.
- 20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

- 21. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
- 22. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
- 23. 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.

TERMINATION OF RELATIONSHIP

- 24. 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.
- 25. 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.

26. 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

- 27. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by FMC and the relevant Exchanges where the trade is executed.
- 28. 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 wit h 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.
- 29. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 30. 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.
- 31. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
- 32. 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.
- 33. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

ELECTRONIC CONTRACT NOTES (ECN)

- 34. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate email 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.
- 35. The Member shall ensure that all ECNs sent through the e mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 36. 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.
- 37. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/quidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time periodunder the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.
- 38. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye Laws, Business Rules and Circulars of FMC/commodity

- exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
- 39. 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.
- 40. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form must be obtained afresh before 1st April of every financial year by following the same procedure. Thus, such declaration would be valid for that financial year only.

LAW AND JURISDICTION

- 41. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of FMC.
- 42. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by FMC and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
- 43. 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.
- 44. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/FMC.
- 45. All additional voluntary/nonmandatory clauses/document added by the Member should not be in contravention with Rules / Business Rules/ Notices/ Circulars of Exchanges/ FMC. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/FMC shall also be brought to the notice of the clients.
- 46. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of FMC or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
- 47. Members are required to send account statement to their clients every month in physical form.

"INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBER TO CLIENT"

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

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

- 1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/commodities trading using wireless technology as may be specified by FMC& the Exchanges from time to time.
- 2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.
- 3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
- 4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.
- 5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the

- client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member.
- 6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
- 7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
- 8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
- 9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
- 10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

GUIDANCE NOTE - DO'S AND DON'TS FOR THE CLIENTS

Do's

- 1. Trade only through Registered Members of the Exchange. Check from the Exchange website at www.mcxindia.com, www.ncdex.com, www.nmce.com, www.icexindia.com to see whether the Member is registered with the Exchange.
- 2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
- 3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
- 4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
- 5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
- 6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link http://www.mcxindia.com/SitePages/TradeVerification.asp x. The trades can be verified online where trade information is available up to 5 working days from the trade date.
- 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.
- 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.
- Obtain receipt for collaterals deposited with the Member towards margins.
- Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
- 11. Ask all relevant questions and clear your doubts with your Member before transacting.
- 12. Insist on receiving the bills for every settlement.
- 13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
- 14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
- 15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
- 16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
- Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.

- 18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
- 19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
- 20. Understand and comply with accounting standards for derivatives.
- 21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
- 22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by FMC/Commodity exchanges.
- 23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
- 24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
- Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
- b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay. c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
- d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
- 25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes

- insolvent or bankrupt.
- Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
- 27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to FMC.

Don'ts

- 1. Do not deal with any unregistered intermediaries.
- 2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
- 3. Do not enter into assured returns arrangement with any Member.
- 4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/implicit promise of returns, etc.
- 5. Do not make payments in cash/ take any cash towards

- margins and settlement to/from the Member.
- 6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
- 7. Do not neglect to set out in writing, orders for higher val ue given over phone.
- 8. Do not accept unsigned/duplicate contract note/confirmation memo.
- 9. Do not accept contract note/confirmation memo signed by any unauthorized person.
- 10. Don't share your internet trading account's password with anyone.
- 11. Do not delay payment/deliveries of commodities to Member.
- 12. Do not forget to take note of risks involved in the investments.
- 13. Do not sign blank Delivery Instruction Slips (DIS) while furnishing commodities, deposits and/or keep them with Depository Participants (DP) or member to save time.
- 14. Do not pay brokerage in excess of that rates prescribed by the Exchange.
- 15. Don't issue cheques in the name of Authorized Person.

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	In %age Terms			Min. Per Unit			NMCE In %age Terms Min. Per Unit		In % Terms	Min. Per Un	
Intraday	iii /oage Teiliis	Willia F Of Office	iii 70age Teiliis	Willia T Of Office	iii /oage reiiiis	Will. I Of Office	III /0 Tellilis	IVIIII. T CT OIII			
Delivery											
Per Unit		<u> </u>		I		l					
Delivery											
Transaction (Charges, Serv	ice Tax, STT,	Stamp duty,	Other Govt. L	evies are exti	a.					
In case of De	elivery, Brokera	age & Handlir	ng Charges Do	epends upon	Delivery Cent	er, Nature of	Goods, Sales	Tax,			
Registration	& are Decided	Separately.									
One Time Ac	count Opening	g Charges (R	s.)								
Recurring Ch	narges : Month	ly	Quarter	ly	Half Ye	arly	Yearly				
Other Taxes	as may be app	olicable from	time to time								
By for and or	n behalf of with	nin named co	nstituent								
	CA (C)	\									
Signature of	Client :(6) 									
Place :											
Б.											

TARIFF SHEET

Electronic Contract Note [ECN] – DECLARATION

To, (VOLUNTARY)

FIVESQUARE AGROGOLD PVT. LTD.

Member: MCX, NCDEX, NMCE, ICEX

17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi-110005

Dear Sir,	
I,	a client with M/s.FIVESQUARE AGROGOLD
PVT. LTD. Member of Exchange undertake as follow	
 I am aware that the Member has to provide physical of same in the electronic form. 	contract note in respect of all the trades placed by me unless I myself want the
• I am aware that the Member h as to provide electronic	contract note for my convenience on my request only.
notes. Therefore, I am voluntarily requesting for deliv by me.	contract note, I find that it is inconvenient for me to receive physical contract very of electronic contract note pertaining to all the trades carried out / orderec
My email id is	t user, having sufficient knowledge of handling the email operations. This has been created by me
and not by someone else.	
 I am aware that this declaration form should be in Eng This declaration is valid till 31st March (yyy 	
[The above declaration has been read and understood by note, and do hereby take full responsibility for the same] (The above lines must be reproduced in own handwriting or	y me. I am aware of the risk involved in dispensing with the physical contract of the client.)
Client Name:	
Unique Client Code :	PAN:
Address:	
Signature of the client: (7)	
Date :/	Place:
Verification of the client signature done by,	
Name of the designated officer of the Member	
Signature	
Date:	

Instructions:

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

LETTER OF AUTHORITY

To.

FIVESQUARE AGROGOLD PVT. LTD.

Member: MCX, NCDEX, NMCE, ICEX

17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi-110005

I/We am/are dealing in Commodities with you at MCX, NCDEX, NMCE, ICEX and in order to facilitate ease of operations. We authorize you as under:

- 1. I/We authorize you to setoff outstanding in any of my / our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and / or against the value of cash margin or collateral shares provided to you by me / us.
- 2. I hereby authorise you to keep all the Shares/ Securities/Commodities which we give you in margin including the payout of Commodities received, to use the Shares/ Securities/Commodities for meeting margin / other obligation in stock exchange in whatever manner and/or taking loan against the same for meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
- 3. I/We request you to retain credit balance in any of my/our account and to use the idle funds towards my/our margin / future obligations at both the Exchanges unless I/We instruct you otherwise.
- 4. I/We request you to retain Shares/ Securities/Commodities in your Demat account for my/our margin/future obligations at all the Exchanges, Unless I/we instruct you to transfer the same to my/our account. Further I/We hereby authorize you to keep all the Shares/ Securities/Commodities which we give you in margin including the pay-out of Commodities received, to use the Commodities for meeting margin/other obligation in stock exchange in whatever manner and/or taking loan against the same for meeting/margin/pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
- 5. I/We request you to consider my/our telephonic instructions for order placing/order modification/order cancellation as a written instruction and give us all the confirmation on telephone unless instructed otherwise in writing. I/We am/are getting required details from contracts issued by you.
- 6. I/We will collect from your office contract notes. Bills, Commodities, etc. as per my/our convenience and these are not to be dispatched at my address given to you.
- 7. I/We request that you may send/ Dispatch me contract notes other documents through E-mail: on my designated e-mail address of._______ I/We stress that I/we will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.
- 8. I/We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to me and will not dispute the same.
- 9. I/We inform you the change in my e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
- 10. Trading of MCX, NCDEX, NMCE, ICEX is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders, I understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of you and may result in delay in processing or not processing buy or sell orders either in part or in full.
- 11. I confirm that I will not sublet the trading terminal on any term of connectivity from my place without your prior approval and I shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.
 - I agree that I shall be fully liable and responsible for any such problems glitch.
- 12. I want to subscribe to your SMS Alert service without any obligation on your part. I am fully aware that such Research based SMS services are only for my guidance and doesn't constitute any responsibility of any loss on Fivesquare Agrogold Pvt. Ltd.
- 13. Others

*	Strike	off the	clauses	not re	levent	to vou
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Thanking you, Yours faithfully,	
Signature :(8)	Client Name:

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FIVESQUARE AGROGOLD PVT. LTD.

Member: MCX, NCDEX, NMCE, ICEX 17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi-110005

17-A/33	, TTIVETII FIAZA, GUTUUWATA NOAU, F	Nator Bagn, New Delini-1	10005		
As our H	UF firm wishes to open an account	t with you in the said nam	e		
			is the Karta of the		
We furth in the int shall be including	erest and for the benefit of the ent recoverable personally from all or g the share of minor co-parceners	said joint family is carrie ire body of co-parceners r any of us and also for	said family. Id on mainly by the said Karta as also by the other signatories hereto of the joint family. We all undertake that claims from the said family the entire family properties of which the first signatory is the Karta, thership Act of 1952, we have not got our said firm registered under		
the said	Act.	·			
joint fam	by undertake to inform you of the oily during the currency of the accousignature of Karta	•	cener of any change occurring at any time in the membership of our		
Name	-		Signature		
Name &	Signature of Adult Co-parceners (I	Use Annexure for additio	nal Members)		
S. No.	Name				
1.			Signature		
2.			Signature		
3.			Signature		
4.			Signature		
Name &	Date of Birth of Minor-Co-parcene	rs			
S. No.	Name	Date of Birth	Guardian's Signature		
1.			Signature		
2.			Signature		
3.			Signature		
4.			Signature		
		घो	षणा		
(एमसीएक हस्ताक्षर र्	स/एनसीडीइएक्स/एनएमसीई/आईसीई	र्एक्स) का खाता खोला है। सका हिन्दी में मतलब समझा	क मैनें फाइवस्कुएयर एग्रोगोल्ड प्राईवेट लिमिटेड में अपना कॉमाडिटि ट्रेडिंग उसके लिए एकाउन्ट ओपनिंग फार्म (के.वाई.सी.) और विभिन्न कागजातों पर दिया गया है। मैं फाइवस्कुएयर एग्रोगोल्ड प्राईवेट लिमिटेड के नियम व शर्तों से		
	⊘ 1(9)				
			हस्ताक्षर		
		ACKNOWLEDGEM	ENT FROM CLIENT		
Member	UARE AGROGOLD PVT. LTD. : MCX, NCDEX, NMCE, ICEX , Triveni Plaza, Gurudwara Road, k	Karol Bagh, New Delhi-1	10005		
other do I/we ack Trading		further I/we confirmed thated to my/our account a	UCC		

(Signature of Client) (10)....

CONSENT FORM FOR RECEIVING TRADE ALERTS THROUGH SMS AND / OR E-MAIL

Ме 17-	vesquare Agrogold Pvt. Ltd. ember IDs: 10915 (MCX), 00195 (NCDEX), CL0269 (NMCE) -A/55, Triveni Plaza, Gurudwara Road, arol Bagh, New Delhi-110005				
De	ear Sir,				
	Ve, a Client with Fivesquare Agrogold Pvt. Ltd., 10915, 195, CL0269 of MCX, NCDEX, NMCE, undertake as follows:				
1. 2.	. I/We are aware that Multi Commodity Exchange Ltd (MCX), National Commodity & Derivatives Exchange Ltd. (NCDEX) and National Multi-Commodity Exchange of India Limited (NMCE) provide the details of the trades executed on its trading platform to the concerned clients/ constituents through SMS and E-mail alerts. I/We are aware that the Member has to provide the trade details through SMS/E-mail alerts for my convenience at my request only.				
3.	I/We hereby confirm that I/we wish to receive the trade alerts through:				
a.	SMS b. Email c. SMS and E-mail				
4.	The alerts should be sent on				
a.	Mobile No:				
b.	Email Address:				
NC iss and	We hereby agree to the terms and conditions specified by the Exchange vide circular nos. MCX/T&S/165/2012 dated 26-Apr-2012, CDEX/COMPLIANCE-007/2012/093 Dated: 19-Mar-2012, NMCE/2012-13/0006 Dated: 25-Apr-2012 and circulars/ clarifications sued by the exchanges from time to time in this regard. We are also aware that this is an additional facility provided by the exchange/s d we shall not solely rely or use such data for any purpose and, Exchange/s shall not be liable for any direct or indirect loss of any ture because of providing this additional facility.				
Un	nitque Client Code:				
	Client Signature				
PA	N:				



FIVESQUARE AGROGOLD PVT. LTD.

MEMBER:

Multi Commodity Exchange of India Ltd.

National Commodity & Derivatives Exchange Limited

National Multi Commodity Exchange of India Ltd.

Indian Commodity Exchange Ltd.

National Spot Exchange Ltd.

REGD./CORP. OFFICE:

17-A/55, Triveni Plaza, Gurudwara Road, Karol Bagh, New Delhi-110005 Phone: 011-4504-4444 (30 Lines) 4145-2407 Fax: 011-2875-9334

E-mail: comex@farsightshares.com

Website: www.farsightshares.com