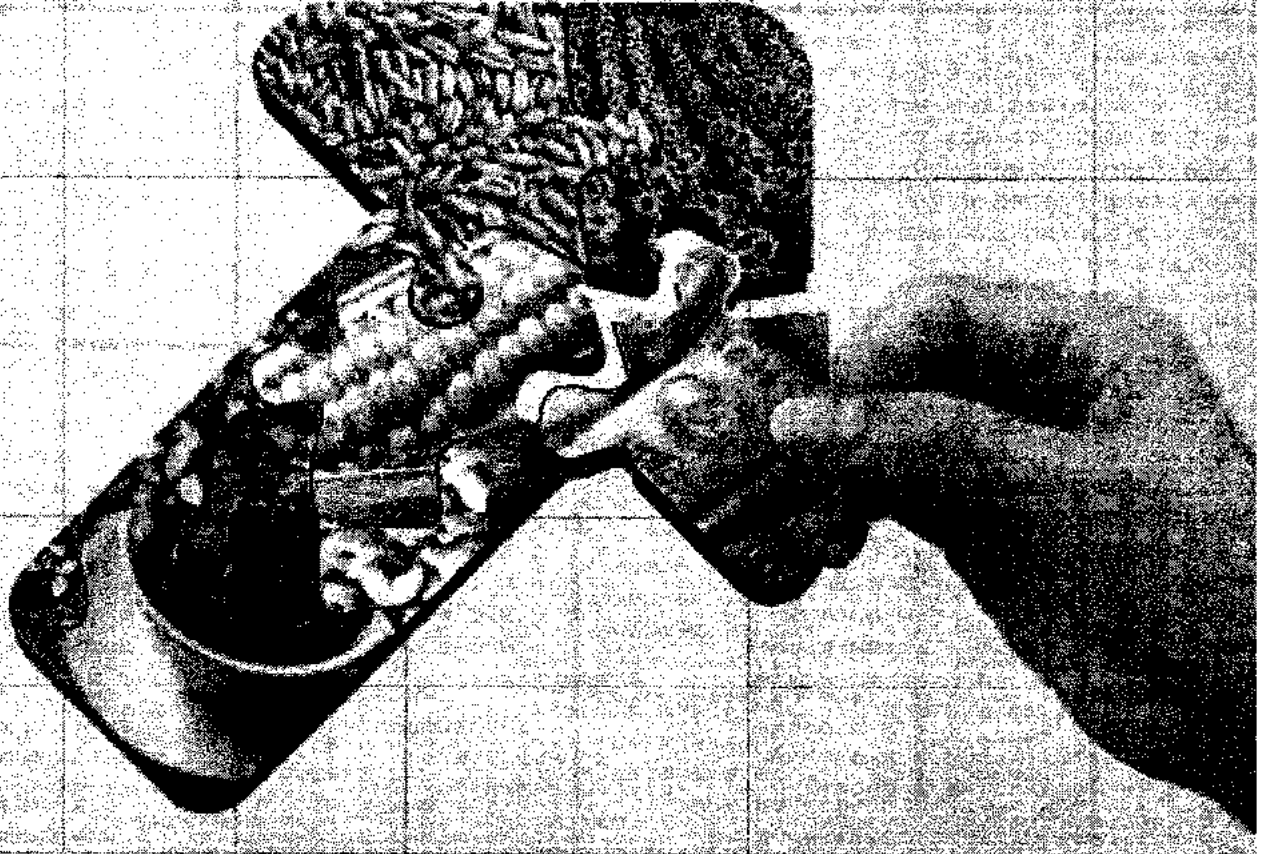


**SYSTEMATIX GROUP**  
Investments Re-defined

**The right pattern of investment  
for significant growth**



## **Client Registration Form**

( For MCX / NCDEX Commodity Trading )

### **SYSTEMATIX SHARES AND STOCKS (INDIA) LIMITED**

Corporate and Register Office ; The Capital, A-wing, No. 603 -606, 6th Floor, Plot C - 70, G Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051.

Tel.: (022) 4035 8000 / 6619 8000 Fax : (022) 4035 8029 / 6619 8029

kyc@systematixgroup.in

Website : www.systematixgroup.in

For More Information : [compliance@systematixgroup.in](mailto:compliance@systematixgroup.in) • [kyc@systematixgroup.in](mailto:kyc@systematixgroup.in)

CLIENT CODE : \_\_\_\_\_

Trading Facilities

ONLINE

OFFLINE

BOTH

Products and Services Offered under one roof (Group Companies)

**ASSET MANGEMENT | EQUITY CAPITAL MARKETS | INSTITUTIONAL EQUITIES  
INVESTMENT BANKING | NBFC | RETAIL | WEALTH MANAGEMENT**

**INSTRUCTION/CHECKLIST FOR FILING KYC FORM****A. IMPORTANT POINTS**

Sr.No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
1.	Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and Whole Time Directors and person authorized to deal in securities on behalf of company/firm/others.	<input checked="" type="checkbox"/>
2.	Copies of all the documents submitted by the applicant should be self –attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.	<input checked="" type="checkbox"/>
3.	If any proof of identity or address is in a foreign language, then translation into English is required.	<input checked="" type="checkbox"/>
4.	Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.	<input checked="" type="checkbox"/>
5.	If correspondence & permanent address are different, then proofs for both have to be submitted.	<input checked="" type="checkbox"/>
6.	Sole proprietor must make the application in his individual name & capacity.	<input checked="" type="checkbox"/>
7.	For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.	<input checked="" type="checkbox"/>
8.	For foreign entities, CIN is optional and in the absence of DIN no. for the directors, their passport copy should be given.	<input checked="" type="checkbox"/>
9.	In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.	<input checked="" type="checkbox"/>
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, seniors executives of state owned corporations, important political party officials, etc.	<input checked="" type="checkbox"/>

**B. Proof of Identity (POI):- List of documents admissible as Proof of Identity.**

Sr.No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
1.	Unique Identification Number (UID) Letter issued by UIDAI containing aadhar number (Aadhaar)/Passport/ Voter Id Card/Driving License.	<input checked="" type="checkbox"/>
2.	PAN card with photograph.	<input checked="" type="checkbox"/>
3.	Identity card/ document with applicant's Photo, 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.	<input checked="" type="checkbox"/>

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

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

Sr.No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
1.	Passport/Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.	<input checked="" type="checkbox"/>
2.	Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.	<input checked="" type="checkbox"/>
3.	Bank Account Statement/Passbook -- Not more than 3 months old.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>
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.	<input checked="" type="checkbox"/>

Sr. No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
6.	The proof of address in the name of the spouse may be accepted.	<input type="checkbox"/>

#### D. Exemptions/clarification of PAN

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

Sr. No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
1.	In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.	<input type="checkbox"/>
2.	Investors residing in the state of Sikkim. (subject to be continued exemption granted by government)	<input type="checkbox"/>

#### E. List of people authorized to attest the documents

Sr. No.	Particulars	Tick ( <input checked="" type="checkbox"/> ) or ( <input type="checkbox"/> )
1.	Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).	<input type="checkbox"/>
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.	<input type="checkbox"/>

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	<ul style="list-style-type: none"> <li>▶ Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>▶ Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD(to be submitted every year).</li> <li>▶ Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>▶ Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly.</li> <li>▶ Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>▶ Copy of the Board Resolution for investment in commodity market.</li> <li>▶ Copy of Board Resolution or declaration (on the letterhead ) naming the persons authorized to deal in commodity derivatives on behalf of</li> </ul>	<input type="checkbox"/>
Partnership firm	<ul style="list-style-type: none"> <li>▶ Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>▶ Certificate of registration (for registered partnership firms only)</li> <li>▶ Copy of partnership deed</li> <li>▶ Authorised signatories list with specimen signatures</li> <li>▶ Photograph, POI, POA, PAN of Partners</li> </ul>	<input type="checkbox"/>
Trust	<ul style="list-style-type: none"> <li>▶ Copy of the balance sheets for the last 2 financial years (to be submitted every year)</li> <li>▶ Certificate of registration (for registered trust only).</li> <li>▶ Copy of Trust deed.</li> <li>▶ List of trustees certified by managing trustees/CA</li> <li>▶ Photograph, POI, POA, PAN of Trustees</li> </ul>	<input type="checkbox"/>
HUF	<ul style="list-style-type: none"> <li>▶ PAN of HUF</li> <li>▶ Deed of declaration of HUF/List of coparceners</li> <li>▶ Bank pass-book/bank statement in the name of HUF</li> <li>▶ Photograph, POI, POA, PAN of Karta</li> </ul>	<input type="checkbox"/>

Type of entity	Documentary requirements	
<b>Government Bodies</b>	<ul style="list-style-type: none"> <li>▶ Self-certification on letterhead</li> <li>▶ Authorized signatories list with specimen signatures</li> </ul>	
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>▶ Copy of Registration Certificate under Societies Registration Act</li> <li>▶ List of Managing Committee members</li> <li>▶ Committee resolution for persons authorised to act as authorised signatories with specimen signatures</li> <li>▶ True copy of Society Rules and Bye Laws certified by the Chairman/Secretary</li> </ul>	

## ACCOUNT OPENING KIT INDEX

Sr.No.	Name of the Document	Brief Significance of the Document	Page NO.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	KYC (Account Opening) Application form	KYC form - Document Capture the Basic information anout the constituent and an instruction/check list.	1 to 5
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	6 to 8
3.	Rights and Obligations of Members, Authorized Persons and clients	Documents 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).	9 to 16
4.	Do's and Don'ts fro the Investors	Documents detailing do's and don'ts for trading on exchange, for the education of the investors.	17 to 18
5.	Tariff sheet	Document detailing do's rate/amount of brokage and other charges levied on the client for trading on the commodity Exchange(s) (to be added by the member).	19

Sr.No.	Name of the Document	Brief Significance of the Document	Page.NO.
<b>VOLUNTARY DOCUMENTS AS PROVIDED BY THE MEMBER*</b>			
6.	Additional Condition	For Smooth Functional Operation,	20 to 29
7.	ECN	Time and cost effective	30
8.	Running Account	Time and cost effective	31
9.	Family Declaration	Family Declaration for Common Email and Mobile nos.	32
10.	Other Forms. & Formats	Declaration from LLP for Trading account opening and Operating	33
11.	HUF Declarations	details of Co-parcemers of HUF	34
12.	Other Forms, Declaration & Formats	Format of Board Resolution in case of Cooperates Declaration to be given by Partnership on Letterhead of the Firm	35


\*Following documents should not form part of either mandatory or Voluntary documents

- 1) Authorization letter for any inter family / group company / related accounts adjustment
- 2) Authorization letter if adjustment of funds among securities exchange and commodities exchange

**Note : Please note that we as brokers may undertaking proprietary arbitrages as well as investment Bussiness on our Own Account in addition to Client base business.**

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of client)

## CLIENT REGISTRATION FORM - INDIVIDUAL / NON-INDIVIDUAL

	<h3>Systematix Shares and Stocks (India) Limited</h3> <p>Corporate And Register Office.: The Capital, A-wing, No. 603 -606,6th Floor, Plot C-70, G Block, Bandra Kurla Complex, Bandra (East), Mumbai -4000051 Tel: (022) 40358000 Fax : (022) 40358029 Website : www.systematixgroup.in CIN : U05993MH1995PLC268414</p>	<p>Please Affix Your Recent Passport Size Photographs And Sign Across It</p> <p style="text-align: center;">1/8</p>
SEBI Reg. No.    MCX: INZ000171134	NCDEX: INZ000171134	
Member Code : MCX :56625	NCDEX :1281	

Compliance officer name, phone no. & email id	Ms. Nipa Salva, 022-40358092, complaince@systematixgroup.in
CEO name, phone no. & email id	Mr. Sunil Sarda, 022-40358000, mddesk@systematixgroup.in

For any grievance/dispute please contact **Systematix Shares and Stocks (India) Limited** at the above address or email id **[grievance@systematixgroup.in](mailto:grievance@systematixgroup.in)** and Phone no. 022-40358190 In case not satisfied with the response, please contact:- MCX at email- **[grievance@mcxindia.com](mailto:grievance@mcxindia.com)**, and Tel. (022)66494076 NCDEX at email\_ **[askus@ncdex.com](mailto:askus@ncdex.com)** ; and Tel. (022)66406789.

Dear Sir / Madam,  
I/We request you to kindly register me/us as your CLIENT and enable me/us to trade in the Commodities / Derivatives. I/We have read & understood the RDD, Rights and Obligations, Do's and Don'ts, Tariff Sheet and the Rules, Bye-laws and Regulations of the Exchanges and agree to abide by them. In this regard, I/We give the following information.

### TYPE OF ACCOUNT (PLEASE TICK WHICHEVER IS APPLICABLE)

Status	Sub-Status
<input type="checkbox"/> Individual	<input type="checkbox"/> Individual Resident <input type="checkbox"/> Individual Other (Specify) _____
<input type="checkbox"/> Non-Individual	<input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Others (please specify) _____ In case of foreign entity with foreign shareholders. Self certified copy of statutory approval obtained must be attached)
<input type="checkbox"/> Commodity Category	<input type="checkbox"/> FPOs/ Farmers <input type="checkbox"/> VCPs (Value chain participant) / Hedgers <input type="checkbox"/> Proprietary traders <input type="checkbox"/> Domestic financial institutional investors <input type="checkbox"/> Foreign participants <input type="checkbox"/> Others

Please fill this form in ENGLISH & IN BLOCK LETTERS.

### IDENTITY DETAILS

- Mr.  Ms.  M/s.  Suffix :
- Name of the Applicant \_\_\_\_\_
- Father's/spouse Name \_\_\_\_\_ Mother's Name \_\_\_\_\_
- Partner / Proprietor Name \_\_\_\_\_
- Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_ Gender:  Male  Female Marital Status:  Single  Married
- Nationality: \_\_\_\_\_ Status:  Resident Individual  Non Resident  Foreign National
- Pan Card : \_\_\_\_\_ GST Number : \_\_\_\_\_
- Unique Identification Number (UID)/ Aadhaar \_\_\_\_\_
- Specify the proof of Identity submitted \_\_\_\_\_
- Date of Incorporation \_\_\_\_\_ Place of Incorporation \_\_\_\_\_
- Date of Commencement of Business \_\_\_\_\_ Registration No.(e.g. CIN) \_\_\_\_\_
- Educational Qualification :  Graduate  Post Graduate  Professional  Others (Pease Specify) \_\_\_\_\_



**TRADING PREFERENCES**

\*Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client.

Exchange	Signature	Date of Consent for trading on concerned Exchange
<input type="checkbox"/> MCX <span style="margin-left: 100px;">2/18</span>		02/01/2018
<input type="checkbox"/> NCDEX <span style="margin-left: 100px;">3/18</span>		03/01/2018

**PURPOSE OF TRADING**

Hedging / Investment / Others (Specify) \_\_\_\_\_

**PAST ACTIONS**

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:.....

**DEALINGS THROUGH AUTHORISED PERSON AND OTHER STOCK BROKER**

If client is dealing through the Authorised person, provide the following details:

Authorised person: \_\_\_\_\_ SEBI Registration number: \_\_\_\_\_  
Registered office address: \_\_\_\_\_  
Ph: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Whether dealing with any other stock broker/Authorised person (In case dealing with multiple stock brokers/Authorised person, provide details of all)

Name of stock broker: \_\_\_\_\_ Name of Authorised person, if any: \_\_\_\_\_  
Client Code: \_\_\_\_\_ Exchange: \_\_\_\_\_  
Details of disputes/dues pending from/to such stock broker/ Authorised person: \_\_\_\_\_

**ADDITIONAL DETAILS**

Whether you wish to receive communication from member in electronic form on your email-id (Yes/No): \_\_\_\_\_  
If Yes the please fill in Appendix -A \_\_\_\_\_  
• Whether you wish to avail of the facility of internet trading/ wireless technology (please specify): \_\_\_\_\_  
• Number of years of Investment/Trading Experience: \_\_\_\_\_  
• Any other information: \_\_\_\_\_

**NOMINEE 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: \_\_\_\_\_  
Unique Identification Number \_\_\_\_\_  
Address of the Nominee: \_\_\_\_\_  
Phone No. \_\_\_\_\_

If Nominee is a minor, details of guardian:

Name of guardian: \_\_\_\_\_ Address: \_\_\_\_\_ Phone No. \_\_\_\_\_  
Signature of guardian \_\_\_\_\_

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

Name _____	Name _____
Signature _____	Signature _____
Address _____	Address _____



**NAME AND DESIGNATION OF PERSONS AUTHORISED TO DEAL IN SECURITIES ON BEHALF OF THE COMPANY / FIRM/OTHERS WITH THEIR RESIDENTIAL ADDRESS**

Name \_\_\_\_\_  
 Father's/spouse Name \_\_\_\_\_ Mother's Name \_\_\_\_\_  
 Residential Address \_\_\_\_\_  
 \_\_\_\_\_  
 UID No. \_\_\_\_\_ Designation \_\_\_\_\_  
 PAN No. \_\_\_\_\_

Please Affix Your Recent Passport Size Photographs And Sign Across It

Name \_\_\_\_\_  
 Father's/spouse Name \_\_\_\_\_ Mother's Name \_\_\_\_\_  
 Residential Address \_\_\_\_\_  
 \_\_\_\_\_  
 UID No. \_\_\_\_\_ Designation \_\_\_\_\_  
 PAN No. \_\_\_\_\_

Please Affix Your Recent Passport Size Photographs And Sign Across It

Name \_\_\_\_\_  
 Father's/spouse Name \_\_\_\_\_ Mother's Name \_\_\_\_\_  
 Residential Address \_\_\_\_\_  
 \_\_\_\_\_  
 UID No. \_\_\_\_\_ Designation \_\_\_\_\_  
 PAN No. \_\_\_\_\_

Please Affix Your Recent Passport Size Photographs And Sign Across It

**SALES TAX REGISTRATION DETAILS (As applicable, State wise)**

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

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

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

**DETAILS OF INTRODUCER**

Name of the Introducer : \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ PIN Code: \_\_\_\_\_ State: \_\_\_\_\_  
 Country: \_\_\_\_\_ Tel.No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_  
 Status of Introducer :  Authorized Person  Existing Client  
 Others, please specify \_\_\_\_\_

REGISTRATION NO. \_\_\_\_\_  
 STATE \_\_\_\_\_

**FATCA/CRS Declaration**

<b>US citizenship : (*)</b>		<input type="checkbox"/> Yes <input type="checkbox"/> No (Arrange to provide the proof of the US citizenship)	
Whether you/your entity, is a Country of Tax Residency other than India - <input type="checkbox"/> Yes <input type="checkbox"/> No			
If „Yes “, please specify the details of all countries where you [Entity] hold tax residency and its Tax Identification Number & type.			
S No.	Country of Tax Residency	Tax Payer Identification Number/ Functional Equivalent / Company Identification Number or Global Intermediary Identification Number	Identification Type [TIN or other, please specify]
1			
2			

In case you / your entity, is a Specified US person, mention exemption code here \_\_\_\_\_

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case any of the above specified information is found to be false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may be liable for it. I/We hereby authorize you to disclose, share, rely, remit in any form, mode or manner, all / any of the information provided by me/us, including all changes, updates to such information as and when provided by me/us to / any Indian or foreign governmental or statutory or judicial authorities / agencies including but not limited to the Financial Intelligence Unit-India (FIU-IND), the tax / revenue authorities in India or outside India wherever it is legally required and other investigation agencies without any obligation of advising me/us of the same. Further, I/We authorize to share the given information to other SEBI Registered Intermediaries /or any regulated intermediaries registered with SEBI / RBI / to facilitate single submission / update & for other relevant purposes. I/We also undertake to keep you informed in writing about any changes / modification to the above information in future and also undertake to provide any other additional information as may be required by domestic or overseas regulators/ tax authorities.

**DECLARATION**

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
- I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary and non-mandatory documents."
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' documents(s) 'Risk Disclosure Document' and 'Do's and Don'ts'. 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 stock broker,s designed website, if any.

I/we can submit either of the following document copy as an address proof for registration.

a. Voter ID Card	<input type="checkbox"/>	b. Driving License	<input type="checkbox"/>	c. Passport	<input type="checkbox"/>	d. Ration Card	<input type="checkbox"/>	e. Aadhaar Card	<input type="checkbox"/>	f. Utility Bills	<input type="checkbox"/>
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I willingly give my consent to MCX/NCDEX to accept copy of my Aadhaar card and proceed with the referred application.

Place

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



Signature of the Client / All Authorised signatory

**FOR OFFICE USE ONLY**

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

	Documents verified with Originals	Client Interviewed By	In-Person Verification done by
Name of the Employee			
Employee Code			
Designation of the employee			
Date			
Signature			

I / We undertake that we have made the client aware of 'Policy and Procedures', 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't' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website, if any, for the information of the clients

For Systematix Shares and Stocks (India) Limited



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

Authorized Signatory

**RISK DISCLOSURE DOCUMENT**

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

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

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

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

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

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

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

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

**i. Risk of Higher Volatility**

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.

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

**iii. Risk of Wider Spreads**

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

**iv. Risk-reducing orders**

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

- b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.
- v. **Risk of News Announcements**
- a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements may occur during trading and when combined with lower liquidity and higher volatility may suddenly cause an unexpected positive or negative movement in the price of the commodity/ commodity derivatives contract.
- vi. **Risk of Rumours**
- a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.
- vii. **System Risk**
- a. High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.
- b. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in execution of order and its confirmation.
- c. Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.
- viii. **System/ Network Congestion**
- a. Trading on the Exchange is in electronic mode, based on satellite/ leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.
2. **As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-**
- 2.1 **Effect of "Leverage" or "Gearing":**
- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/ square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

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

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

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

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

**4. General**

**i. Deposited cash and property:**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. The extent to which you may recover

your money or property may be governed by specific legislation or local rules. In some jurisdictions, property, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Member of the Exchange, the same shall be subject to arbitration as per the Rules, By-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 registration certificate from SEBI.

**RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS**  
as prescribe 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. Requirements of professional diligence
    - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
    - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with-
      - i. honest market practice;
      - ii. the principle of good faith;
      - iii. 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; therefore, subject to specific acceptance by the client.
  10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
- 11.A. Protection from unfair terms in financial contracts\*\*
- a. An unfair term of a non-negotiated contract will be void.
  - b. A term is unfair if it –
    - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
    - ii. is not reasonably necessary to protect the legitimate interests of the Member.
  - c. The factors to be taken into account while determining whether a term is unfair, include –
    - i. the nature of the financial product or financial service dealt with under the financial contract;
    - ii. the extent of transparency of the term;
    - iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
    - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
  - d. A term is transparent if it –
    - i. is expressed in reasonably plain language that is likely to be understood by the Client;
    - ii. is legible and presented clearly; and
    - iii. is readily available to the Client affected by the term.
  - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
- 11.B. a. "Non-negotiated contract" means a contract whose

terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –

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

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

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

13. A. Protection of personal information and confidentiality

- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes –

- i. name and contact information;
- ii. biometric information, in case of individuals
- iii. Information relating to transactions in, or holdings of, financial products
- iv. information relating to the use of financial services; or
- v. such other information as may be specified.

13.B. a. A Member must –

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

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

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

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

- including its identity, regulatory status and affiliations;
- v. contact details of the Member and the methods of communication to be used between the Member and the Client;
- vi. rights of the Client to rescind a financial contract within a specified period; or
- vii. rights of the Client under any law or regulations.

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

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

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



The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.

18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder.

#### **BROKERAGE**

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

#### **LIQUIDATION AND CLOSE OUT OF POSITION**

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

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

#### **DISPUTE RESOLUTION**

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

to Clients and the regulator may specify categories of financial products and service that necessarily require such advice to be given.

- a. A Member must –
  - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
  - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member –
  - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
  - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

### 30. Dealing with conflict of interest

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

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

any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

### TERMINATION OF RELATIONSHIP

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/ its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

### ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner

and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
38. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
- 41.A. Protection from unfair conduct which includes misleading conduct & abusive conduct
  - a. Unfair conduct in relation to financial products or financial services is prohibited.
  - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed

transactional decision and includes –

- i. misleading conduct under point 41.B
- ii. abusive conduct under point 41.C
- iii. such other conduct as may be specified.

41.B.a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –

- i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
- ii. providing accurate information to the Client in a manner that is deceptive.

b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –

- i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
- ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
- iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41.C.a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –

- i. involves the use of coercion or undue influence; and
  - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered –

- i. the timing, location, nature or persistence of the conduct;
- ii. the use of threatening or abusive language or behavior;
- iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
- iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including –
- v. the right to terminate the financial contract;
- vi. the right to switch to another financial product or another Member and
- vii. a threat to take any action, depending on the circumstances in which the threat is made.

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

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.
46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

#### **LAW AND JURISDICTION**

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.
50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.
51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.
52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the

Exchanges/SEBI.

53. All additional voluntary/non-mandatory clauses/document added by the Member should not be in contravention with Rules/ Business Rules/Notices/ Circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month.

#### INTERNET & WIRELESS TECHNOLOGY BASED TRADING

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 whatsoever through the Member's IBT System using the Client's Username and/ or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/ account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for 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 following link <https://www.mcxindia.com/membership/notice-board/Member-AP> and [www.ncdex.com-Details](http://www.ncdex.com-Details) 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 <https://www.mcxindia.com/en/login> and [www.ncdex.com](http://www.ncdex.com). The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note inspecified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number(UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/demat account.
24. The pay out of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please registry our 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 or the member becomes insolvent or bankrupt.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

#### **Don'ts**

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

## 6 TARIFF SHEET

	MCX & NCDEX SEGMENT				
	Minimum Rs	Trading		Delivery	
		Percent		Minimum Rs.	Percent
		1st side	2nd Side		
General Rates	10 Ps.	0.10%	0.10%	10 Ps.	1%
Special Rates					

The above rates are exclusive of transaction charges, Stamp Duty, and GST which will be charges extra at the rate prevailing from time to time.

The General rates as mentioned here shall be applied unless the special rates as may be agreed by SSSIL and client and the same are mentioned here.

In-order to avail the online trading facility, I/we agree to pay the charges as decided mutually by us.

For Systematix Shares and Stocks (India) Limited

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Client's Signature

Authorised Signatory



**Additional Terms and Conditions Governing Trading and Broking Services of Systematix Shares and Stocks (India) Limited (SSSIL) to ensure smooth functioning of operations. The client and the Member, in addition to the Terms and Conditions entered into herein before agree to the Terms and Conditions herein below:**

I/We ("the Client") hereby state and acknowledge that I/we have read and understood the terms and conditions governing commodities trading and broking services of Systematix Shares and Stocks (India) Limited ("the Member"), the same appearing hereunder and I/we shall abide by the same.

#### **1 STATUTORY RULES AND REGULATIONS**

The provisions of this CRF shall always be subject to the Government notifications, the rules, regulations, bye-laws and business rules and guidelines, circulars issued by the Exchange that may be in force from time to time and any other applicable statutory provisions and or rules or regulations. The member is under no obligation to inform the Client of changes in the rules, regulations, bye-laws, business rules, circular and guidelines.

#### **2 Participation**

The Client shall ensure that he/she/it is eligible to enter into this CRF. The Client having agreed to enter into this CRF shall be deemed to have satisfied himself/herself with regard to eligibility in this respect. During the currency of the CRF, it shall be the duty of the Client to inform the Member immediately of the change in constitution, identity by change of name, residential status, change in address, telephone number, mobile number and Email address or any other information as provided by the Client at the time of entering into this CRF.

#### **3 Acting as a Authorised Person**

The Client agrees that he will not act as a sub-broker or authorised person or carry out trading on behalf of any other person without prior written permission of the Member and without obtaining the necessary registration/approval from the Exchange or such authority as statutorily required.

#### **4 AUTHORISED PERSON**

- a. The trading and other instructions for facilitating and carrying out business issued telephonically or through any other means either express or implied by an authorized representative of the Client shall be binding on the Client.
- b. If any transactions under this CRF or under any other arrangement or otherwise with the Member, has/have been executed on behalf of the Client by any other person, not mentioned above and the same has /have been accepted by Client from time to time on the basis of the contract note(s)/bills(s)/any other correspondence dispatched/ communicated to the Client by the Member and /or by part or full settlement of the said transaction (s) by the Client, then such transactions shall be deemed to be executed by the person authorized by the Client and the Client hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all such obligations arising from these transaction(s).
- c. The Client shall be bound by all transactions undertaken by the Member pursuant to the instructions of the above said persons.
- d. The Client is aware that the authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the security code(s) of the Client and or his/her /its authorized representatives remains confidential.

#### **5 TRANSACTION ORDER SYSTEMS**

The Client shall transmit the dealing orders to the Member through internet over the Member's website or through telephone (as per the predefined procedure of forwarding the order through a phone broking executive) or in such other manner as the Member may permit.

The Client is requested to check up the personal and bank related details provided by him to the Member. The Member shall not accept any liability, which may arise as a consequence of the erroneous information provided by the Client.

The Client may view the transaction on the website as and when the Internet trading facility is offered by the Member. The physical copy of the transaction in such a case shall be sent only on the request made by the Client.

##### **5:1 Execution of Order, Confirmation**

- (a) The Client understands that placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the account of Client.

Client's Signature

Signature

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- (b) The Client is required to ascertain the status of his/her/its order (including any rejection of the same) which would be posted only on the relevant sections of the web site, and no separate confirmation of the execution/ rejection of the order would be sent to the Client either physically or electronically. Further, the Exchanges may cancel the trade suo-moto without giving any reason therefore. The Member shall be entitled to cancel relative contracts with the Client. The Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever. Further, the Member may, at its sole discretion, subject any order made by the Client to manual review and entry which may cause delays in the execution of the Client's orders.
- (c) The Client is required to ascertain all ledger balances of securities in his/her/its account which would be posted only on the relevant sections of the web site and no separate intimation of the ledger balances of the Client in his/her/its account would be sent to the Client either physically or electronically.

### 5:2 Transactions through internet

Where the Member has permitted the Client to deal in contracts admitted for dealing on the Exchange by availing the Internet trading facility, the Client shall execute a power of attorney in favour of the Member for facilitating the depository transactions on behalf of the Client in respect of the transactions executed by the Client.

### 5:3 Offline Broking Service

- a) The Client is aware that the Member offers offline broking services to Clients desirous of investing /trading in those contract admitted for dealing on the Exchange, through offline broking executives over pre-designated telephone numbers. The Client can place dealing orders through telephone by confirming his Client id allotted by the Member at the time of account opening and his personal details as informed by the Client to the Member. The Client shall ensure proper safeguard of the client id allotted to him and keep his personal details confidential. The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorised use of the Client's account / client id; or any failure by the Client to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the Client of confirmation of an order and/or execution which the Client did not place; or any inaccurate information in the Client's account balances, commodities positions, or transaction history. In the case where the Client notifies such loss, theft or unauthorised use of the Client's client id to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the Client id and personal details. When any of the above circumstances occur, neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.
- b) In case of offline broking, the Client shall ensure the availability of funds/commodities in his /her/its account intimated to the Member, required for meeting his /her/its pay in obligations, at the time of placing the order through offline broking executive. The Member shall not be responsible for any claim, loss damage arising out of non availability / shortage of funds/commodities in the Client's account for meeting the pay in obligation.
- c) The Client understands that placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject any order that may be made by the Client for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Client account.
- d) All orders duly received by the Member through the System or otherwise through any other mode as permitted by the Member may be executed in good faith and shall be valid as against the Client until separately cancelled in accordance with the provisions of this CRF or automatically cancelled by the Exchange.
- e) The Client understands and agrees that with respect to a market order or any other order, the Client will receive the price at which the Client's order is actually executed by the Exchange's systems; and such price may be different from the price at which the Commodity is trading when the Client's order is entered into the System or duly received by the Member through a Channel. The Client shall not hold the Member liable for any loss suffered by the Client due to any price difference.
- f) The Client undertakes that the placing an order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject an order that may be made by the Client for any of the reasons stated herein below:
  - (i) breach of the requirement of maintaining the prescribed Margin in the Client's account or the bank account.
  - (ii) based on the Member's risk perception of such order, or instruction;
  - (iii) if the Member believes that to accept or execute such an order or instruction will or may contravene a law or regulation.

Client's Signature

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Though orders will generally be routed to the Exchange's systems within a few seconds from the time the order is placed by the Client on the System, the Member shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.

#### **ARRANGEMENTS WITH RELATIONSHIP BANKS :**

The Member has relationship with one or more banks (the "Relationship Banks"). The web site of the Member has a payment window through a link to the web site of the Relationship Bank which provides the facility. In such a case, the Client would make the payment for contracts intended to be purchased by him/her/ it by crediting the intended purchase amount (along with the indicated brokerage amount) directly to the account of the Member with the Relationship Bank by means of a fund transfer. The Member expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of (i) the payment gateway services offered by such Banks (ii) the Payment Mechanism;

#### **SECURITY CODE(S), SECURITY PRECAUTIONS AND INFRASTRUCTURE :**

##### **6.1 Use of Client-ID and Password**

The Client confirms and agrees that it will be the sole authorised user of the Username Password/s, or other identification or security code (by whatever name called) to be given to it by the Member to access Member's system, or service through Member's website, over the telephone or in such other manner as may be permitted by the Member for availing of the service. The Client accepts sole responsibility for use, confidentiality and protection of the Username, Password/s, or other security code(s) as issued by the Member to the Client from time to time (hereinafter referred to as "Security codes) as well as for all orders and information changes entered into the Client's account using such security codes. The Client shall ensure that such security code(s) is/are not revealed to any third party or recorded in any written or electronic form. If the Client forgets the security code(s), a request for change of such Security code(s) should be sent to the Member in writing. On receipt of such a request, the Member shall discontinue the use of the old security code(s) and shall generate a new Security code(s) for the Client which shall be communicated to the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old Security code(s). Neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

##### **6.2 Recording of Password**

The Client shall memorise the Security code(s) and not record it in written or electronic form. In the event that the Client does record the Security code(s) in written or electronic form, he/she/it shall do so at his/her/its sole risk and responsibility.

##### **6.3 Responsibility for Use of Security Code(s)**

Any order entered using the Client's security code(s) either through the web site or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Member's services through the use of the Client's security code(s), the Client will be deemed to be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Client.

The use and storage of any information including, without limitation, the Password, Portfolio information, transaction activity, account balances and any other information or orders on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility.

##### **6.4 Communications Equipment of the Client**

The Client is responsible for installing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at the Client's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the Client in accessing the web site or related services will be borne by the Client.

##### **6.5 Client's Infrastructure**

For the purposes of these terms, it is presumed that the Client has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of the Member or contacting the offline broking executive of the member prior to accessing the services provided pursuant to these Terms. The Member will not (and shall not be under any obligation to) assist the Client in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to the web site of the Member.

##### **6.6 Prevention of Unauthorised Use**

The Client will install the necessary safeguards and access restrictions to prevent unauthorised use of Clients computer systems or the security codes and ensure that no unauthorised person can gain access to the computer systems or such security codes.

##### **6.7 Secure Electronic Records and Digital Signatures**

In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2000,

Client's Signature



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for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, the Member would have the right to require the Client to authorise the various transactions on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the Client password.

**7. LIABILITY FOR INCORRECT INSTRUCTIONS:**

The Client agrees to fully indemnify and hold harmless the Member for any losses arising from the execution of incorrect /ambiguous or fraudulent instruction that got entered through the system at the Client's end.

**8. EXPOSURE:**

The Client shall abide by the exposure limits, if any, set by the trading / clearing Member, Exchange(s) from time to time.

**9. PRICE OF SECURITIES:**

The Client understands that with respect to any order, the Client will obtain the price at which the order was actually executed in the market, which may be different from the price at which the security was trading when the Client's order was entered into the Member's system.

**10. MISTAKEN ORDER:**

The Member shall not be responsible for any order that is made by the Client by mistake and every order that is entered by the Client through the use of the allotted user name and the security code(s) shall be deemed to be a valid order for which the Client shall be fully responsible.

**11. RECONFIRMATION OF CERTAIN ORDERS:**

The Client hereby confirms that he/she/it is aware that the Member has provided on the web site a facility for reconfirmation of orders which are unusual and/or large and need to be executed using the Member's discretion. These orders are subject to manual review and consequently execution of these orders may be delayed. The Member reserves the right to reject any order based on risk perceptions.

**12. CANCELLATION OR MODIFICATION OF ORDERS:**

(i) The execution of order cancellations or modifications is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchanges. Market orders are subject to immediate execution. The Client shall not presume that an order has been executed or cancelled or modified and the Client is required to verify the status of his/her/ its orders on the web site in accordance with Clause above.

(ii) Unless otherwise specified by the Member, any order not executed at the end of the day shall stand cancelled.

**13. RESTRICTIONS ON ACCESS TO WEB SITE AND TRADING :**

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

**14. MARGINS:**

**14.1 COLLATERAL DEPOSIT:**

(i) The Client shall pay to the Member such amount as an initial deposit (collateral /initial deposit) as decided by the Member, by cheque or in the form of securities or commodities (by way of warehouse receipts in dematerialized form), as may be approved by the Member up -front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup/haircut margin shall thereafter be utilized against creating and maintaining the position by the Client. The mark up margin shall be subject to the change from time to time as may be decided by the Member and /or the exchange(s).

The following provision will apply for margin given in the form of securities:

The Client may place margin with the Member in form of securities as approved by the Member. Such securities may at the discretion of the Member be marked as lien in favour of the Member from the account of the Client.

The Client agrees and authorizes the Member to determine the market value of securities placed as Margin after applying a haircut that the Member deems appropriate. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of margins, the Client agrees to replenish any shortfall in the value of the margins immediately.

**14.2 UTILIZATION BY THE MEMBER OF THE INITIAL DEPOSIT BY THE CLIENT**

The initial deposit so paid shall be utilized towards initial margin requirements as calculated by the Exchange(s) from time to time and the balance if any, after such adjustments against initial margin payments, will be available for adjustments against daily margin requirement, Mark to Market ( MTM) loss against the cash portion of the collateral.

Client's Signature  2/11

#### 14.3 PAYMENT OF MARGIN :

The daily margin requirements can be adjusted against the collateral maintained by the Client with the Member. The Member shall accept from the Client further order, which if executed, will add to open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirements, the Client shall deposit the additional margins as required by the Member. The Client shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Client may not be permitted to create any new open positions, until receipt of such additional margin. The client agrees that he shall not be allowed to disown the transactions carried out by him on the ground of shortfall of margin, which may be permitted by the member in spite of shortfall of margin.

#### 14.4 SHORTFALL IN MARGINS:

- (i) If the Client defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Client's other outstanding positions, without prejudice to the Member's right to refer the matter to arbitration to recover the damages from the Client. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. The Member is permitted in its sole and absolute discretion without any reference or prior notice to the Client to impose additional margin (even though not imposed by the Exchanges) and the Client shall be obliged to fulfill such additional margin requirements.
- (ii) The Client is responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available Margin, the Client shall, whether or not the Member intimates such shortfall in margin to the Client, instantaneously make up the shortfall.
- (iii) Any amendment in the percentage of margins as required to be maintained under this CRF, shall be intimated by the Member to the Client over telephone or in writing or by way of display on its website. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Member

#### 15. PROVISIONS IN CASE OF DEFAULT:

(i) In the event of a default of a the Member on his own account, the Client's money shall not be utilized to meet the Member's liabilities.

In such cases, the Client's positions shall be either transferred to another solvent the Member or closed – out as per the provisions of the Rules, Bye-laws and Regulations, Business Rules of the Exchange(s). The loss, if any, caused to the Client because of such action would be recoverable by the Client from the Member. In event of failure of the Client to fulfill this obligations to the Member, the Exchange(s) or the Clearing House, the Client's positions may be closed out and the money, if any, of the Client available with the Member or with any other the Member or the Exchanges, may be adjusted against the Client's liabilities/ obligations.

(ii) The Professional Clearing Member (PCM), if opted by the Client to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non- confirmation and / or rejection of the trade by such PCM, the Client shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.

#### 16. RECEIPTS AND PAYMENTS OF PREMIUM MTM:

The Member will block up-front, from the collateral maintained with it, the MTM loss on open positions. The Member shall accept from the Client further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Client shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member shall adjust the Client's liability towards MTM loss against the initial deposit maintained in cash by the Client, provided a written request is given by the Client to the Member to this effect. The Member may also liquidate all or part of the other collateral lying with it to adjust the MTM loss. If complete recovery is not possible or in case the Client defaults in paying in the MTM loss, the Member shall be entitled to liquidate /close out all or any of the Client other outstanding positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation /closing out shall be charged to and borne by the Client.

The Member may adjust MTM profit (on derivative positions) towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Client and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Client.

#### 17. TRADE OBLIGATIONS:

The Client shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange(s).

In the event of non- confirmation of custodial trades by a Professional Clearing Member ("PCM") for any reason whatsoever, all exchanges levied margins, MTM losses (on open position), will be borne by the Member for unconfirmed trades. In such case, the Client shall pay to the Member, all margins levied by the Exchange(s) on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Client, to meet the subsequent daily margin obligation/ MTM

Client's Signature

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losses on the unconfirmed trades. The Client shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirements. The Member shall not permit the Client to create any new open positions, until receipt of such additional margin requirement.

If the Client defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate /close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.

#### 18. DELIVERIES:

In the case, delivery is to be received by the Client with the prior consent of the Member the following conditions will be applicable:

- (i) The Client will be responsible for providing information for the purposes of giving /taking delivery against his net Open Position along-with information necessary for giving /taking delivery stipulated period as specified by the Exchange(s) from time to time The Member shall submit the same to the exchange(s).
- (ii) The Exchange(s) at the end of stipulated period shall match the information provided by the Member against Net Open positions of the Client and shall confirm the Delivery /Receipt to be effected against Delivery Information submitted by the Member.
- (iii) The Client shall co-ordinate with the Member to ensure that all requirements for giving /taking delivery are fulfilled. Client shall ensure to comply with all statutory requirements laid down regarding SALE/PURCHASE of commodities including payments of taxes, local levies and other statutory /regulatory charges as prescribed under the applicable laws from time to time.
- (iv) The Client acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Client) would be transactions for purchase and sales between the Clients inter-se and the Clients would be personally liable to each other through the contract and relationships that are governed and regulated by the Bye-Laws, Rules and Regulations of the Exchange(s) and shall not be the responsibility of the Member.
- (v) The Client shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter – party Client or any other the Member of the Exchange within stipulated period as specified by the Exchange from time to time.
- (vi) The Client shall be liable to pay sales tax under the local sales tax under the local sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulations of the applicable sales tax law.
- (vii) The penalty for failure to give or take delivery of commodities (by way of warehouse receipts in dematerialized form) as levied by the Exchange including any loss and damages suffered by the Member shall be borne by the Client.
- (viii) The Exchange may withhold, for such period(s) pay out of any commodities and any funds including commodities and funds constituting margins. The Member shall not be liable to the Client for any loss, damages incurred on account of such withholdings.
- (ix) Notwithstanding anything contained in this CRF, the Member shall be responsible to the Client only for facilitating the placement of his dealing order on the Exchange. The transactions shall be deemed to have taken place between the Clients and the Clearing house / Exchange and the Member shall not be deemed to guarantee or be responsible for the title, ownership, genuineness, regularity or validity of any security, transfer deed, or the delivery and payment in respect of the transactions. No liability shall attach to the Member by reason of anything done or omitted by the Clearing house / Exchange in course of its operations nor shall the Member be liable in any way in respect of the settlement of transactions by the Exchange / Clearing house or in respect of any delays in / non receipt of deliveries / payments from the Exchange / Clearing House.
- (x) The Member may at its discretion (but shall not be obliged to), square off all or any outstanding positions of the Client on any / all Exchange or carry forward the purchase / sale position of the Client, at market price or at a price that the Member may think fit on occurrence of such events including but not limited to the following:
  - a. the volatility in the market
  - b. impending price sensitive information
  - c. any restrictions in relation to the volume of trading/outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House or by the Member
  - d. political instability
  - e. presence of any price sensitive factors
  - f. delays by the Client in meeting his pay in obligation/due to the
  - g. non-opening of depository account by the Client may be permitted by the Member.
- (xi) In the event of death or insolvency of the Client or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Client has ordered to be bought or sold, the Member may with the

Client's Signature

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approval of the Exchange, close out the transaction of the Client and the Client or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.

**19. PAYOUT OF FUNDS :**

In order to facilitate operations, the Client authorizes the Member to maintain a running account with the Member, instead of settlement to settlement clearance of funds due to the Client. The pay out of funds may be retained by the Member and no interest shall be payable by the Member on such funds so retained. The Client agrees that the Member shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages caused by retention of such funds under this CRF or otherwise. On written request of the Client the Member may release the funds to him, if sufficient margins in respect of his trading, across the Exchange(s) and across the segment of the Exchanges are available with the Member.

**20. PAYMENT THROUGH CHEQUE :**

In case where the payment towards the margin is made through cheque issued in favour of the Member, any trade(s) would be executed by the Member only upon the realization of the funds of the said cheque or at the discretion of the Member.

**21. DELAYED PAYMENT:**

Notwithstanding anything contained in these presents, any amounts which are overdue from the Client towards trading in the derivative segment or on accounts of any other reason to the Member will be charged delayed payment charges at the rate of 2% per month or such other rate as may be determined by the Member.

**22. CANCELLATION OF TRADES/ MODIFICATION OF REQUESTS:**

The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, THE Member shall be entitled to cancel relative contract(s) with Client. There may be insufficient bids or offers or suspension of trading due to price limits or circuit breakers. The electronic trading systems either at the exchange or in the Member's offices are vulnerable to temporary disruptions or failures. In the event of trades' cancellation due to such events or vulnerabilities, THE Member shall be entitled to cancel such relative contracts with the Client. At times, due to such a unforeseen circumstances the Member may not be able to execute the desired transactions (either the Client own transaction or transactions enforcing margins are provided in this CRF) on a timely basis. The Member does not accept responsibility for any losses that the Client may incur on such eventualities beyond the control of the Member.

The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from THE Member is received by the Client in that behalf as the case may be. However, due to technical or other factors the confirmation may not be immediately transmitted to or received by the Client, and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified, as the case may be, unless and until THE Member has so confirmed in writing.

**23. MEMBER CLIENT COMMUNICATION**

**23.1 Form of Communication**

Documents which may be sent by electronic delivery between the parties may be in the form of an electronic mail (including any auto replies from the system of the Member), an electronic mail attachment, or in the form of an available download from the web site. The Member shall be deemed to have fulfilled any legal obligation to deliver to the Client any such document if sent via electronic delivery, provided however that the notice of termination specified in the Terms herein, shall be in writing.

**23.2 Electronic Communication of Documents**

The Member shall send to the Client by electronic means the contract note/trade confirmations of the trades executed, bills and account statements. The Client agrees that the Member fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery. The Client understands that it is his/ her/its responsibility to review, upon first receipt, whether delivered to Client by mail, by e-mail (including any auto replies from the system of the Member), or other electronic means, all confirmations, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the Client, if the Client does not object, either in writing or via electronic mail, within twenty four hours after any such document is sent to the Client. In all cases, the Member reserves the right to determine the validity of the Client's objection to the transaction. The Client agrees that the Member will not be responsible for non-receipt of documents sent via electronic delivery due to change in email address of the Client. The Client also agrees that the Member shall not take cognisance of out-of-office/out-of-station auto replies and the Client is deemed to have received such electronic mails.

**23.3 Change of Address**

Unless the Client informs the Member of the change of the address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.

Client's Signature



#### **23.4 Protection of Security Code(s)**

The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorised use of the Client's Security code(s) and account number; or any failure by the Client to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the Client of confirmation of an order and/or execution which the Client did not place; or any inaccurate information in the Client's account balances, securities positions, or transaction history. In the case where the Client notifies such loss, theft or unauthorised use of the Client's Security code(s) password and account number to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the Client password. When any of the above circumstances occur, neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

#### **23.5 Member's Liability**

Under no circumstances shall the Member or anyone involved in creating, producing, delivering or managing the Member's services be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breach of any warranty or due to any fraud committed by any person.

#### **23.6 Notices/ Policies**

Certain policies and/or procedures may be further outlined on the Member's web site and material/literature provided to the Client. Through the use of the Member's web site and services, the Client agrees to be bound by any and all such notices, policies and terms of doing business.

#### **24. TAPE RECORDING OF CONVERSATION:**

The Client agrees that orders, instructions and other communications given or made over the telephone, may be routed through THE Member Interactive Voice Response Channel or other telephone System and may be recorded by the Member. The Client also agrees that such recording and the Member records of any orders, instructions and communications given or made by the Client or the Member by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding upon the Client as evidence of the same. Such recording may be relied upon by the Member as and when required, to resolve the disputes in connection with the trading transactions.

#### **25. INDEMNIFICATION:**

The Client shall indemnify and keep indemnified the Member harmless from and against all claims, demands, actions, proceedings, loss, damages liabilities, charges and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly, owing to bad delivery and/or as a result of fake/ forged transfer of documents that are introduced by or through the Client during the course of its dealings/operations on the Exchanges.

The Client confirms having read and understood the terms and conditions of the CRF and those relating to various services and products offered and accepts and agrees to be bound by the terms and conditions including those excluding /limiting the Member's and Exchange's liabilities.

#### **26. CONFIDENTIALITY:**

The Member hereby undertakes to maintain, the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client, in confidence and that he shall not disclose the same to any person/entity except as required by law.

Provided, however that the Member shall be allowed to share the details of the Client as mentioned in the Client registration form or any other information pertaining to the Client with parties/entities other than required under law with the express permission of the Client

#### **27. SHARING OF INFORMATION:**

The Client agrees to furnish information immediately if any winding up petition or insolvency petition is filed against him /her /it or any garnishee order has been served by a Bank; etc. Similarly, the Member agrees to inform Client immediately about the contract specifications and associated obligations, daily settlement positions, etc.

#### **28. AMENDMENT:**

The Member may from time to time amend the CRF if required, for complying with any change in Statue, Regulation or with the requirements of any competent authority or if required under this corporate policies. The same shall be intimated to the Client by the Member subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However the Client has the right to terminate the CRF through communication in writing subject to the meeting of the financial and other obligation under this CRF.

#### **29. LIMITATION OF LIABILITY:**

- (i) The Member does not warrant that the Service will be uninterrupted or error free. Client's use of the Services is at the Client's sole risk. The Services are offered to the Client on an "as is" and "as available" basis. The Member does not make, and expressly and specifically disclaims, any representations or warranties of any kind, express or implied regarding the Member Services or the System, including without limitation, those of uninterrupted availability, merchantability or fitness

Client's Signature



for a particular purpose of the Services.

- (ii) The Client agrees that under no circumstances, including negligence, shall The Member or anyone involved in creating, producing, delivering or managing The Member Services or System be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the Services, including, but not limited to loss or damage in relation to, (a) lost profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the Service (b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the Member Web Site or the ORS service (c) any unauthorised use, access or alteration or discontinuance of any Services, or (d) any other matter relating to the Services.

**30. FORCE MAJEURE :**

The Member shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, suspension or trading, decision or ruling of any exchange or regulatory, governmental or other body or of any other person which is beyond the Member's control; or, any war, strike, lockout, national disaster, act of terrorism, delay in postal service or any other delay or inaccuracy in the transmission of orders or other information, or any breakdown, failure or malfunction beyond the control of the Member of any telecommunication or computer system. The above Force Majeure events do not exempt the Client to fulfill the obligations in his account with the Member.

**31. TERMINATION:**

Either party may terminate this CRF by giving to other party not less than thirty calendar days prior notice in writing (such termination becoming effective upon expiry of such notice), provided that, in either case, such termination shall not effect any transaction or any obligation under this CRF (including that of indemnity) which is then outstanding and the provisions of this CRF shall continue to apply to each such transaction and each obligation until all the obligations of each party to other under this CRF and each such transaction have been fully performed.

**32. ASSIGNMENT:**

Either party to this CRF shall not assign or transfer all or any of its rights and obligations hereunder without the prior consent of the other party.

**33. SEVERANCE:**

In case anyone or more of the provisions contained in this CRF becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereto.

**34. NON WAIVER:**

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

**35. NOTICES :**

All notices or communication issued under this CRF shall be served in any one or more or all of the following ways and such notice or communication under (a) to (l) below shall be served at ordinary place of residence and or last known address of the party in any one of the following ways.

- a. by post,
- b. by registered post
- c. under the certificate of posting
- d. by express delivery post
- e. by telegram
- f. by affixing it on the door at the last known business or residential
- g. by oral communication to the party or on last known telephone number or on the recording machine of such number
- h. by advertising it in atleast one prominent daily newspaper having circulation in the area where last known business or residential address of the Respondent is situated
- i. by sending a message through trading system
- j. by a notice posted on the notice board of the Exchange no address be
- k. by electronic mail or fax
- l. by hand delivery

Any communication sent by the Member to the Client shall be deemed to have been properly delivered or served, even if such communication is returned to the Member as unclaimed/refused/undelivered, if the same is sent to the ordinary business address and or ordinary place of residence and or last known address of the party, in any one ore more of the ways as mentioned in clause (1) above.

- 36.** The Member and the Client undertake that for a period of 2 years from the later of (i) termination of any person's employment /arrangement/consultancy with either the Member or the Client, as the case may be, or (ii) termination of this CRF, neither the

Client's Signature

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Member nor the Client shall induce or attempt to induce any person employed with the other Party or otherwise engaged by it either as consultant, adviser, or otherwise to leave the services / employ of that Party or to provide any services to the other Party whether for compensation or otherwise, except with the prior written consent of the party which has entered into a contract for employment / arrangement / consultancy with such person, which consent may be withheld by such Party, at its sole discretion.

**37. JURISDICTION:**

All trades, transactions, and contracts are subject to the Rules and Regulations of the respective Exchanges on which the trades have been executed and the parties to such trade shall be deemed to have submitted to the jurisdiction of the courts in Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purposes of giving effect the provisions of the Rules and Regulations of the respective Exchange.

**FOREIGN JURISDICTION:**

This service does not constitute an offer to sale or solicitation of an offer to buy any commodities to any person in any jurisdiction where it is unlawful to make such offer or solicitation. This service is not intended to be any form of investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service.

**38. PROPRIETARY TRADING:**


The Member discloses herewith that it undertakes/may undertake Proprietary Trading in addition to Client based Trading.

Schedule above referred to

IN WITNESS THEREOF, the parties to CRF have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of

Client:

By:  15/18

Client Signature

Electronic Contract Note (ECN) - Declaration

Appendix - A  
Non-Mandatory

To,  
Systematix Shares and Stocks (India) Limited  
Member of MCX and NCDEX

Date :

Dear Sir,

I/We, \_\_\_\_\_ a client with Member M/s. Systematix Shares and Stocks (India) Limited of MCX and NCDEX Exchange undertake as follows:

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


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

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

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

Unique Client Code: \_\_\_\_\_ PAN \_\_\_\_\_

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

Client's Signature  19/18

Date \_\_\_\_\_

Place \_\_\_\_\_

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

Signature

Date \_\_\_\_\_

**AUTHORITY LETTER****Non-Mandatory**

To:

Date :

Systematic Shares and Stocks (India) Limited (SSSIL)  
CIN: U65993MH1995PLC268414  
Corporate And Register Office.: The Capital, A-wing,  
No. 603 -606, 6th Floor, Plot C-70, G Block,  
Bandra Kurla Complex, Bandra (East), Mumbai -4000051

**Running Account Authorization**

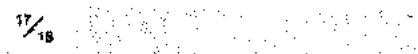
Dear Sirs,

- 1 With regard to my/our settlement wise pay-outs, please note that you may retain the credits of my/our account as margins for my/our outstanding purchases/sales positions.
- 2 As and when I/we require the money, I/we will be informing you of the same and on receipt of the instructions from me/us, you can release the amounts.
- 3 I/We also intend to keep my Commodities with you which are bought for me to consider as security against my exposure.
- 4 In case any of the Commodities are sold in subsequent settlement, you may take as standing instructions to adjust against my/our sale positions. Whenever I/we require the delivery, I/we will pick up or instruct you to transfer the same.
- 5 In case of debit balance in my/our account if it is not paid by me/us as per the settlement schedules you are authorised to sell at any point of time the Commodities purchased by me/us in previous settlement. If loss/profit occur on this transaction it will be treated as normal sale or purchase, and I/we am/are agreeing to pay the balance amount if any.
6. In case of debit / credit in Multi Commodity Exchange Of India Limited and credit / debit in National Commodity & Derivatives Exchange Ltd./ I/we authorized you to adjust Exchange wise and intimate me/our that net balance.
- 7 I/We request you to do the actual settlement of funds and Commodities of my/our account at least once in a quarter or month.
8. I/we authorise you not to provide me/our order confirmation/modifications/cancelation slip and trade confirmation slip to avoid unnecessary paper work. I/we shall get the required details from contract note issued by you.
9. I/we hereby authorize you to debit the trading account maintained with SSSIL for the debit charges payable to SSSIL as Depository Participant for providing depository services. Any such sum debited to my/our account shall be binding on me/us.
10. I/we also note that I/we may revoke the authorisation at any time by giving you written notice to your office. I/we also undertake to clear all my/our dues to the member before serving revocation of this authorisation else, I Authorise the member if he may so desire to recover all my/our dues in my/our, ledger till date and then effect revocation.

Thanking you,

Yours faithfully,

Client Signature



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

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

**Family Declaration for Common Email Id & Mobile nos: (APPLICABLE FOR INDIVIDUAL / HUF)**

Please Fill up below declaration in case Email/ Mobile is already updated in your account and wish to update same details for Family member as per SEBI guidelines.

I/We and my/our family members hereby request that mobile number being \_\_\_\_\_ and Email ID being \_\_\_\_\_, belonging to me/ us shall be considered in your records for the purpose of receiving communication from you or Stock/ Commodity Exchanges with regard to details of trading transactions executed through you.

Thus, any communication relating to our trading account should be sent to the above mentioned mobile number and e-mail ID. This facility shall be extended to us as an exception, for our convenience of receiving transaction details at a single mobile number and e-mail ID. I/ we understand that for the purpose of availing the above facility "family" means self, spouse, dependent children and dependent parents

Sr No.	Client Name	Client Code	Relationship with account holder	Signature
1				
2				
3				
4				
5				

Use separate sheet for more family members (if any)

**Declaration: (FOR NOT OPTING COMMUNICATION ON EMAIL /MOBILE)**  
 I/we do not wish to provide for sending and communications/correspondences.  
 Email ID                       Mobile Number

Declaration : I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief. 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.  
 In case of email / mobile updation, I hereby give consent to receive all communication from Systematix Shares and Stocks (India) Limited on the above email / mobile number.

Name	
------	--

**Declaration from LLP for Trading account opening and operating**

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

To  
Systematix Shares and Stocks (India) Limited (SSSIL)  
CIN: U65993MH1995PLC268414  
Corporate And Register Office.: The Capital, A-wing,  
No. 603 -606,6th Floor, Plot C-70, G Block,  
Bandra Kurla Complex, Bandra (East), Mumbai -4000051

Dear Sir's,

We refer to the trading account being with SSSIL in the name and style of \_\_\_\_\_  
for trading on MCX and NCDEX trading platform.

We hereby authorize the following partners in the firm to execute/ sign and submit such documents, agreements, deeds etc. as may be necessary to enter in to the agreement and dealing in commodities, derivatives etc. through SSSIL , to sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the Limited Liability Partnership Firm and to sign the authority letter for adjustment of balances in inter Exchange Dealings.

Sr. No	Name of the partners	Signatures

Thanking you,  
Yours truly,  
For \_\_\_\_\_

Partner(s)  
(Signature of all designated Partners)

## HUF DECLARATION FORM

I Mr. \_\_\_\_\_ the karta of Hindu Undivided Family, here by declare that the following are the co-parceners of my family.

Sr. No.	Particulars	Name	Male/ Female	Date of Birth	Relationship
1	Karta				
2	Co-Parcener 1				
3	Co-Parcener 2				
4	Co-Parcener 3				
5	Co-Parcener 4				
6	Co-Parcener 5				
7	Co-Parcener 6				
8	Co-Parcener 7				
9	Co-Parcener 8				
10	Co-Parcener 9				
11	Co-Parcener 10				

Signed with Karta Stamp \_\_\_\_\_

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS/TRUSTEES OF \_\_\_\_\_ LTD./ TRUST AND HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_ HELDON \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_ AT \_\_\_\_\_ A.M./P.M.

RESOLVED THAT the Company / Trust be registered as CLIENT with Systematix Shares and Stocks (India) Limited Member of the Multi Commodity Exchange of India Limited Mumbai (MCX), National Commodity & Derivatives Exchange Ltd. Mumbai (NCDEX), for the purpose of dealing in Commodities, derivatives etc, and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorized signatories:-

Sr. No.	Name	Designation
1.		
2.		
3.		

who are authorized to sell, purchase, transfer, endorse, negotiate and / or otherwise deal with / through deal through Systematix Shares and Stocks (India) Limited on the behalf of the Company / Trust.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and/or Mr. \_\_\_\_\_ Directors / Trustees of the Company / Trust be and are hereby authorized to sign, execute and submit such applications, undertakings, CRF and other requisite documents, writings and deeds as may be deemed necessary or expedient to give effect to this resolution.

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

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

Chairman / Company Secretary / All Trustees Specimen Signatures of the Authorised Persons

Sr. No.	Name	Signature

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

**DECLARATION TO BE GIVEN BY PARTNERSHIP ON LETTER HEAD OF THE FIRM**

To,  
 Systematix Shares and Stocks (India) Limited  
 CIN:U65993MH1995PLC268414  
 Registered / Processing office:  
 The Capital, A-wing, No.603-606, 6th Floor, Plot C-70,G block, Bandra Kuria Complex, Bandra (East), Mumbai-400 051.  
 Dear Sir,

We refer to the trading account being opened with you in the name of \_\_\_\_\_ and declare and authorise you as under.

We recognize that a beneficiary account cannot be opened with a depository participant in the name of a Partnership firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the securities transfer obligations pursuant to the trading operations, we authorise you to recognize the beneficiary account No. \_\_\_\_\_ with depository \_\_\_\_\_ opened as a joint account in the names of the partners of the firm.

We agree that the obligation for shares purchased and / or sold by the firm will be handled and completed through transfers to / from the above mentioned account. We recognize and accept transfers made by you to the beneficiary account as complete discharge of obligations by you in respect of trades executed in the above trading account of the firm.

We hereby authorise \_\_\_\_\_ partner in the firm to execute / sign and submit such documents, CRF, deeds etc. as may be necessary to enter into the CRF/documents and engage in business with Systematix Shares and Stocks (India) Limited And to sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in Inter Exchange Dealings.

Name of Partners (in block letters)



**Know Your Client (KYC)  
Application Form (For Individuals Only)**



Place for  
Intermediary Logo

Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

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

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

Name

Father's/Spouse Name

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

3. Nationality  Indian  Other (Please specify) \_\_\_\_\_

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. PAN 



 Please enclose a duly attested copy of your PAN Card

Aadhaar Number, if any: \_\_\_\_\_

6. Proof of Identity submitted for PAN exempt cases Please Tick (✓)

UID (Aadhaar)  Passport  Voter ID  Driving Licence  Others 



 (Please see guideline 'D' overleaf)

**PHOTOGRAPH**

Please affix  
the recent passport  
size photograph and  
sign across it

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

1. Address for Residence/Correspondence

City / Town / Village	Country	Pin Code
State		

2. Contact Details

Tel. (Off.)	(ISD)	(STD)		Tel. (Res.)	(ISD)	(STD)
Mobile	(ISD)	(STD)		Fax	(ISD)	(STD)
E-Mail Id.						

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

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

City / Town / Village	Country	Pin Code
State		

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted

6. Any other information: \_\_\_\_\_

**DECLARATION**

**SIGNATURE OF APPLICANT**

I hereby declare that the details furnished above are true and correct to the best of my/our 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/we are aware that I/we may be held liable for it.

Place:

Date:

--	--

**FOR OFFICE USE ONLY**

IPV Done  on

AMC/Intermediary name OR code \_\_\_\_\_

(Originals Verified) Self Certified Document copies received

(Attested) True copies of documents received

Main Intermediary

Seal/Stamp of the intermediary should contain Staff Name Designation Name of the Organization Signature Date
---

Seal/Stamp of the intermediary should contain Staff Name Designation Name of the Organization Signature Date
---

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals,(allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIOCard/OCICard and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

### B. Proof of Identity (POI): List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is a mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D).
2. Unique Identification Number (UID) (Aadhaar) / Passport / Voter ID card / Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

### C. Proof of Address (POA): List of documents admissible as Proof of Address: (\*Documents having an expiry date should be valid on the date of submission.)

1. 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. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. 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.
6. 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.
7. For FII/sub account, Power of Attorney given by FII/sub-account to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

### D. Exemptions/clarifications to PAN

#### (\*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of 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.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FIIs, Mfs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorized to attest the documents:

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

CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual

Important Instructions:

- A) Fields marked with '\*' are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.



For office use only (To be filled by financial institution)	Application Type* KYC Number	<input type="checkbox"/> New	<input type="checkbox"/> Update	(Mandatory for KYC update request)
	Account Type*	<input type="checkbox"/> Normal	<input type="checkbox"/> Simplified (for low risk customers)	<input type="checkbox"/> Small <input type="checkbox"/> OTP based E-KYC

1. PERSONAL DETAILS (Please refer instruction A at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/> )		
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Indian		
	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Person of Indian Origin		
Occupation Type*	<input type="checkbox"/> S-Service ( <input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Sector )	
	<input type="checkbox"/> O-Others ( <input type="checkbox"/> Professional	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Retired	<input type="checkbox"/> Housewife <input type="checkbox"/> Student)
	<input type="checkbox"/> B-Business			
	<input type="checkbox"/> X- Not Categorised			

PHOTO

Signature / Thumb Impression

2. TICK IF APPLICABLE  RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction B at the end)

ADDITIONAL DETAILS REQUIRED\* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence\*

Tax Identification Number or equivalent (If issued by jurisdiction)\*

Place / City of Birth\*  ISO 3166 Country Code of Birth\*

3. PROOF OF IDENTITY (PoI)\* (Please refer instruction C at the end)

(Certified copy of any one of the following Proof of Identity[PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number	<input type="text"/>	Passport Expiry Date	<input type="text"/>
<input type="checkbox"/> B- Voter ID Card	<input type="text"/>		
<input type="checkbox"/> C- PAN Card	<input type="text"/>		
<input type="checkbox"/> D- Driving Licence	<input type="text"/>	Driving Licence Expiry Date	<input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar)	<input type="text"/>		
<input type="checkbox"/> F- NREGA Job Card	<input type="text"/>		
<input type="checkbox"/> Z- Others (any document notified by the central government)	<input type="text"/>	Identification Number	<input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code	<input type="text"/>	Identification Number	<input type="text"/>

4. PROOF OF ADDRESS (PoA)\*

4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction D at the end)

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

Address Type*	<input type="checkbox"/> Residential / Business	<input type="checkbox"/> Residential	<input type="checkbox"/> Business	<input type="checkbox"/> Registered Office	<input type="checkbox"/> Unspecified
Proof of Address*	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID (Aadhaar)		
	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card	<input type="checkbox"/> Others	<input type="text"/> please specify	
	<input type="checkbox"/> Simplified Measures Account - Document Type code	<input type="text"/>			

Line 1\*

Line 2

Line 3

District\*  Pin / Post Code\*  State / U.T Code\*  City / Town / Village\*  ISO 3166 Country Code\*

4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS \* (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1\*   
Line 2   
Line 3  City / Town / Village\*   
District\*  Pin / Post Code\*  State / U.T Code\*  ISO 3166 Country Code\*

4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES\* (Applicable if section 2 is ticked)

Same as Current / Permanent / Overseas Address details  Same as Correspondence / Local Address details

Line 1\*   
Line 2   
Line 3  City / Town / Village\*   
State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

5. CONTACT DETAILS (All communications will be sent on provided)

Tel. (Off) - Tel. (Res) - Mobile -  
FAX - Email ID

6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

Addition of Related Person  Deletion of Related Person  KYC Number of Related Person (if available\*)

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Name\*  Prefix  First Name  Middle Name  Last Name   
(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON\* (Please see instruction (H) at the end)

A- Passport Number  Passport Expiry Date --  
 B- Voter ID Card   
 C- PAN Card   
 D- Driving Licence  Driving Licence Expiry Date --  
 E- UID (Aadhaar)   
 F- NREGA Job Card   
 Z- Others (any document notified by the central government)  Identification Number   
 S- Simplified Measures Account - Document Type code  Identification Number

7. REMARKS (If any)  Mobile no. / Email-ID) (Please refer instruction F at the end)

8. APPLICANT DECLARATION

- 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.

Date : -- Place :

[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received  Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date --  
Emp. Name   
Emp. Code   
Emp. Designation   
Emp. Branch

[Employee Signature]

INSTITUTION DETAILS

Name   
Code

[Institution Stamp]

## CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

### General Instructions:

- 1 Fields marked with '\*' are mandatory fields.
- 2 Tick ' ' wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick ( ) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of 'Small Account type' only personal details at section number 1 and 2, photograph, signature and self-certification required.

### A Clarification / Guidelines on filling 'Personal Details' section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either **Mother's name or Father's name or Spouse's name** is mandatory. In case PAN is not available Father's name is mandatory.

### B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

### C Clarification / Guidelines on filling 'Proof of Identity [Pol]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

Document Code	Description
01	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

### D Clarification / Guidelines on filling 'Proof of Address [PoA] - Current / Permanent / Overseas Address details' section

- 1 PoA to be submitted only if the submitted Pol does not have an address or address as per Pol is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

### E Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill '**Annexure A1**'

### F Clarification / Guidelines on filling 'Contact details' section

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.

### G Clarification / Guidelines on filling 'Related Person details' section

- 1 Provide KYC number of related person if available.

### H Clarification / Guidelines on filling 'Related Person details – Proof of Identity [Pol] of Related Person' section

- 1 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.

## List of two – digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U.T	Code	State / U.T	Code	State / U.T	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

## List of ISO 3166 two- digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GQ	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Mayotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SJ
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	NR	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
Chad	TD	Ireland	IE	Palestine, State of	PS	Ukraine	UA
Chile	CL	Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of the	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Cote d'Ivoire   Côte d'Ivoire	CI	Korea, Democratic People's Republic of	KP	Reunion   Réunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
Cuba	CU	Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curacao   Curaçao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy   Saint Barthélemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kitts and Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French part)	MF		

## PROCESS FLOW

Sr. No.	Particulars	Date	Name	Signature
1.	Inwards			
2.	Verification			
3.	Object Rectification			
4.	Date Entry			
5.	Activation			
6.	Dispatch to Godown			
7.	Multl Banking			
8.	Brokerage Entry			

Branch Name and Address	
Offline / Online Trading	
Scheme (if any)	
Date of Activation	
Internal Reference No.	

Name of Employee	
Designation	
Employee Code	
Date of Verification	
Place of Verification	
Signature of Employee	

### FOR OFFICE USE ONLY

I have met Mr. / Ms. \_\_\_\_\_ in person and hereby confirm the identity and address as filled in this form which has been filled in my presence, and I have verified with the original documents

Name of Employee \_\_\_\_\_

Employee Code : \_\_\_\_\_

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

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

**For Systematix Shares and Stocks (India) Limited**

\_\_\_\_\_  
(Signature of Employee)

Online Software	WEALTH TRADE	ODIN DIET
	<input type="checkbox"/> Express Wealth (EXE) <input type="checkbox"/> Add on Wealth (WEB)	<input type="checkbox"/> EXE <input type="checkbox"/> WEB

I/We have received a copy of my/our CRF (Client Registration Form) as per Account Opening Kit (Index) along with all supporting documents in  Electronic  Physical mode.

Client Sign : \_\_\_\_\_

Employee Sign : \_\_\_\_\_

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

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

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