

Client Registration form

Individual client	
Non-Individual client	

Client code
Internal Ref. No.
A/C. Opening Date

Name of client:

SEGMENT: **Multi Commodity Exchange of India**

National Commodity & Derivatives Exchange



SVS COMMODITY BROKERS
P R I V A T E L I M I T E D

32-33-34-35A/B, Khatau Building,
Alkesh Dinesh Modi Marg,
Fort, Mumbai 400 001.
India

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F 022 2266 2384
E svscbpl@svssec.com
W www.svssec.com

ANNEXURE –I
ACCOUNT OPENING KIT- INDEX OF DOCUMENT

Sr.	Name Of The Document	BRIEF SIGNIFICANCE OF THE DOCUMENT	Page No.
MANDATORY DOCUMENT AS PRESCRIBED BY FMC & EXCHANGE			
<u>1</u>	KYC (Account Opening) Application Form	A. Instruction Check List For Filling KYC form	1-2
		B. Central KYC Registry (Know Your Customer- KYC) Application Form	3-4
		B. Know Your Client (KYC) Form : document capture the basic information about the constituent. 1. ANNEXURE-1 (Part I & II) Document capture the information about the constituent relevant to trading account (Individual) 2. ANNEXURE-1 (Part I & II) Document capture the information about the constituent relevant to trading account (Non-Individual) alongwith illustrative format for details of Promoters/Partners/Karta/Trustee and Whole Time directors and Board Resolution .	5-9 10-15
<u>2</u>	Tariff sheet & pro trading declaration	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the Commodity Exchange(s) <i>(to be added by the member)</i> .	16
<u>3</u>	Unique Risk Disclosure Document	Document detailing risks associated with dealing in commodities market	17-22
<u>4</u>	Rights And Obligations	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	23-36
<u>5</u>	DO'S & DON'T'S for the Investor	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	37-39
<u>VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER</u>			
<u>6</u>	Pro Account Declaration	Declaration Regarding pro account trading by Stock Broker	40
<u>7</u>	Authorisation For Electronic Contract Notes	Permission To Receive Contract Notes / Various Documents Through Email	41
<u>8</u>	Running Account Authorisation	Maintaining Running Balance In Client Account	42
<u>9</u>	Internet Trading	Internet Trading Letter	43
<u>10</u>	Contract Authority Letter	Authority Letter to Collect of Physical Contract Notes & Other documents	44
<u>11</u>	FATCA	FATCA-CRS Declaration & Supplementary KYC Information	45-46

Name of Trading member: SVS COMMODITY BROKERS PVT LTD FMC Registration No. and date:

Name of Exchange & Segment	Membership Code	SEBI Registration No.	Registration Date
MCX	12105	INZ000018834	24.02.2016
NCDEX	00257		

Correspondence & Registered office address: 32-33-34-35^A/B, Khatau building, A D Modi Marg, Fort, Mumbai 400 001
Ph: 40462101-100 Fax: 22662384 Email ID: svscbpl@svssec.com Website: www.svssec.com

Compliance officer Name, phone no. & email id:

For MCX	Deepak Trivedi	40462105/32	deepak.trivedi@svssec.com
For NCDEX	Deepak Trivedi	40462105/32	deepak.trivedi@svssec.com

CEO Name, phone no. & email id: SANJAY V SHAH 40462116/32 sanjay@svssec.com

For any grievance/dispute please contact stock broker (**SVS COMMODITY BROKERS PVT LTD**) at the above address or email id- grievances@svssec.com and Phone no. 91-40462130.

In case not satisfied with the response, please contact **the concerned exchange(s)**

EXCHANGE NAME	Email ID	Tel No.
Multi Commodity Exchange Of India Ltd	grievance@mcxinidia.com	022 67318888
National Commodity And Derivatives Exchange Ltd.	askus@ncdex.com	022 26598190 Fax. 022 26598191 022 66406789 Fax 022 66406899

INSTRUCTION / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/ Partners/Karta /Trustees and whole time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a 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/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
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. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
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. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar, Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

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

1. 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.

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.

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

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

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* New Update

KYC Number (Mandatory for KYC update request)

Account Type* Normal Simplified (for low risk customers) Small

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

Prefix First Name Middle Name Last Name

Name* (Same as ID proof)

Maiden Name (If any*)

Father / Spouse Name*

Mother Name*

Date of Birth* DD - MM - YY YY

Gender* M- Male F- Female T-Transgender

Marital Status* Married Unmarried Others

Citizenship* IN- Indian Others (ISO 3166 Country Code)

Residential Status* Resident Individual Non Resident Indian Foreign National Person of Indian Origin

Occupation Type* S-Service (Private Sector Public Sector Government Sector) O-Others (Professional Self Employed Retired Housewife Student) B-Business 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)

A- Passport Number Passport Expiry Date DD - MM - YY YY

B- Voter ID Card

C- PAN Card

D- Driving Licence Driving Licence Expiry Date DD - MM - YY YY

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

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* Residential / Business Residential Business Registered Office Unspecified

Proof of Address* Passport Driving Licence UID (Aadhaar) Voter Identity Card NREGA Job Card Others please specify

Simplified Measures Account - Document Type code

Address

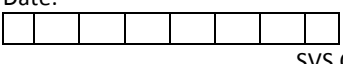
Line 1*

Line 2

Line 3 City / Town / Village*

District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

ANNEXURE I (PART I)

<input type="checkbox"/> New <input type="checkbox"/> change request (Please tick ✓ the appropriate)										PHOTOGRAPH Please affix your recent passport size photograph and sign across it	
PART I – KNOW YOUR CLIENT (KYC) APPLICATION FORM (For Individuals)											
Please fill this form in ENGLISH in BLOCK LETTERS											
IDENTITY DETAILS											
1	Name of the Applicant										
2	Father's/ Husband's Name										
3	a) Gender	<input type="checkbox"/> Male	b) Marital Status	<input type="checkbox"/> Single	c) Date of Birth						
		<input type="checkbox"/> Female		<input type="checkbox"/> Married							
4	Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Other _____ (Please Specify)			b) Status	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Non Resident <input type="checkbox"/> Foreign National					
5	a) PAN		B) Aadhar Number, If any								
6	Specify the proof of Identity submitted		<input type="checkbox"/> PAN Card		<input type="checkbox"/> Any Other		(Please Specify: _____)				
ADDRESS DETAILS <input type="checkbox"/> Correspondence Address <input type="checkbox"/> Residence Address											
1	Residence / Correspondence Address										
City/ Town/Village			Pin Code			State			Country		
2 Specify the proof off address submitted for Residence / Correspondence address											
3	Contact Details	Tel. (Off.)		Tel. (Res.)		Fax No.					
		Mobile No.:		Mobile No.:							
4	Permanent Address (if different from above, Mandatory for Non-Resident Applicant to specify overseas address)										
City/ Town/Village			Pin Code			State			Country		
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											
										Date	
Signature of the Applicant											
FOR OFFICE USE ONLY											
SVS COMMODITY BROKERS PVT. LTD. MCX / NCDEX											
This is to certify that I have carried out In-Person Verification (IPV) in respect of the client(s) mentioned in the KYC forms submitted for opening of Demat/Trading account.											
<input type="checkbox"/> Originals verified and Self-Attested Document copies received											
Name of the person _____ Designation _____ Name of Organisation _____ Doing IPV											
Signature _____ Date: _____					Head Office / Branch/ Remisier / Sub-Brokers / Authorised Person						
Name & Signature of Authorized Signatory					Checked By _____						
Date: _____ Seal/Stamp					Updated By _____						
 SVS Commodity Brokers Pvt. Ltd.											

ANNEXURE – 1

Part – II

Please Fill This form in ENGLISH and BLOCK Letters

A. OTHER DETAILS

1. Gross Annual Income Details (Please Specify): Income Range per Annum:
 Below 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac > 25 Lacs or
 Networth as on (date) __/__/____ : Rs. _____ (Networth Should not be older than 1 year)

2. Occupation (please tick any one and give brief details): Private Sector / Public Sector / Government Service / Business / Professional / Farmer / Other (Specify) _____

3. Please tick, as applicable :
 - Politically Exposed Person (PEP)/ Related to Politically Exposed Person(PEP)
 - Not Politically Expose Person (PEP) / Not Related to Politically Exposed Person(PEP)

B. BANK ACCOUNT(S) DETAILS

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

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

C. Depository accounts(s) details, if available

Depository Participant Name	Depository Name (NSDL/ CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)

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

D. TRADING PREFERENCES

Note: Please sign in the relevant boxes against the Exchanges with which you wish to trade . the exchange not chosen should be struck off by the client.

Sr. No.	Name of National Commodity Exchanges#	Date of Consent for trading on concern Exchange	Signature of Client
1.	Multi Commodity Exchange of India Ltd. (MCX)		
2.	National commodity & Derivatives Exchange of India Ltd. (NCDEX)		

E. INVESTMENT / TRADING EXPERIENCE

- No prior Experience
- ____ Years in Commodities
- ____ Years in Other Investment related fields

F. Sales Tax registration Details (As a applicable, Statewise)

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

G. VAT Details (As a applicable, Statewise)

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

H. PAST REGULATORY ACTIONS

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

I. DEALING THROUGH OTHER MEMBERS

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

Member's / Authorised Person (AP)'s Name : _____

Exchange : _____

Exchange Registration Number : _____

Concerned Member's Name with Whom the AP is Registered : _____

Registred office Address : _____

Phone: _____ Fax: _____

Email: _____ Website : _____

Client Code : _____

Details of disputes / dues pending from / to such member / AP: _____

J. INTRODUCER DETAILS (OPTIONAL)

Name of the Introducer : _____
(Surname) (Name) (Middle Name)
Status of introducer : Authorised Person / Existing Client / Others, Please Specify _____
Address and Phone No. of Introducer : _____
Signature of the Introducer : _____

K. ADDITIONAL DETAILS

- Whether you wish to receive communication from Member in electronicsw form on your Email-Id [Yes / No] : _____ (if yes then please fill in Appendix – A)

L. NOMINATION DETAILS

I/We wish to nominate I/We do not wish to nominate
Name of Nominee : _____ Relationship with the Nominee : _____
PAN of Nominee : _____ Date of Birth of Nominee : _____
Address and phone no. of the Nominee : _____

If Nominee is a minor, details of guardian:
Name of Guardian : _____
Address and Phone No. of Guardian : _____
Signature of Guardian : _____

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

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

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my / our knowledge and belief and we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or mispresenting. I am/ We are aware that I / We may be held liable for it.
2. I /We confirm having read / been explained and understood the contents of the tariff sheet and all voluntary / non-mandatory documents.
3. I / We further confirm having read and understood and contents of the 'Rights and Obligations' document(s). 'Rish Disclosure Document' and 'Do's and Don't's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/we have also been informed that the standard set of documents has been displayed for information on Member's designated website, if any.

Place: _____ (_____)

Date: ___/___/___ Signature of Client

FOR OFFICE USE ONLY

UCC Code allotted to the client : _____

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

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

Place: _____

(_____)

Date: ___/___/___

Signature of Authorised Signatory

Seal / Stamp of the Member

ANNEXURE I (PART I)

KNOW YOUR CLIENT (KYC) APPLICATION FORM – FOR NON-INDIVIDUALS

New change request (Please tick ✓ the appropriate)

Please fill this form in ENGLISH in BLOCK LETTERS

(Please tick ✓ the box on left margin of appropriate row where change/correction is required and provide the details in corresponding row)

A	IDENTITY DETAILS
<input type="checkbox"/>	1. Name of Applicant :
<input type="checkbox"/>	2a. Date of Incorporation ___/___/___ 2b. Place of Incorporation : _____
<input type="checkbox"/>	3. Date of commencement of business : ___/___/___
<input type="checkbox"/>	4a. PAN
	4b. Registration No. (e.g. CIN)
<input type="checkbox"/>	5. Status (Please tick ✓ the appropriate)
	<input type="checkbox"/> Private Limited <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Co. <input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> Charities <input type="checkbox"/> Bank <input type="checkbox"/> Government Body <input type="checkbox"/> Non- Government <input type="checkbox"/> Defense <input type="checkbox"/> AOP <input type="checkbox"/> Society <input type="checkbox"/> LLP <input type="checkbox"/> Organization <input type="checkbox"/> Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Others (please <input type="checkbox"/> FPI-Category I <input type="checkbox"/> FPI Category II <input type="checkbox"/> FPI-Category III Specify)

B	ADDRESS DETAILS
<input type="checkbox"/>	1. Address of Correspondence :
	City/Town/Village : _____ Pin Code : _____ State : _____ Country : _____
<input type="checkbox"/>	2 Specify the Proof of Address submitted for Correspondence Address:
<input type="checkbox"/>	3. Contact Details:
	Tel (Off.) _____ Fax: _____ Tel (Res.) _____ Mobile No.: _____ Email id: _____
<input type="checkbox"/>	4. Registered Address (if different from above)
	City/Town/Village : _____ Pin Code : _____ State : _____ Country : _____

C	OTHER DETAILS (if space is insufficient, enclose these details separately (illustrative format enclosed)
<input type="checkbox"/>	1. Name, PAN, Residential address and photographs of Promoters/Partners/Karta/Trustee and Whole Time directors:
<input type="checkbox"/>	2a DIN of whole time directors :
	2b Aadhar number of Promoters/Partners/Karta

D	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 of misleading or mis-presenting. I am / we are aware that I/we may be held liable for it Date : ___/___/___	Name & Signature of the Authorised Signatory

FOR OFFICE USE ONLY	
In Person Verification (IPV) Details:	
Name of the person who has done the IPV	
Designation :	Employee:
Name of Organisation:	
Date of IPV: ___/___/___	Seal Stamp of the Intermediary
Signature of the person who has done the IPV	
<input type="checkbox"/> Originals Verified and Self Attested Document copies received	
Date: ___/___/___	Signature of the Authorised Signatory

ANNEXURE – 1

Part – II

Please Fill This form in ENGLISH and BLOCK Letters

PHOTOGRAPH
Please affix
Authorised
signatories recent
passport size
photograph and
sign across it.

A. OTHER DETAILS

1. Gross Annual Income Details (Please Specify): Income Range per Annum:
 Below 1 Lac 1-5 Lac 5-10 Lac 10-25 Lac > 25 Lacs or
2. Networth as on (date) __/__/____ : Rs. _____ (Networth Should not be older than 1 year)
3. Name, PAN, residential address and photographs of Promoters/Partners/ Karta/ Trustees and Whole Time directors

If you have a landline connection, kindly provide the same

B. BANK ACCOUNT(S) DETAILS

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

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

C. Depository accounts(s) details, if available

Depository Participant Name	Depository Name (NSDL/ CDSL)	Beneficiary Name	DP ID	Beneficiary ID (BO ID)

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

D. TRADING PREFERENCES

Note: Please sign in the relevant boxes against the Exchanges with which you wish to trade . the exchange not chosen should be struck off by the client.

Sr. No.	Name of National Commodity Exchanges#	Date of Consent for trading on concern Exchange	Signature of Client
1.	Multi Commodity Exchange of India Ltd. (MCX)		
2.	National commodity & Derivatives Exchange of India Ltd. (NCDEX)		

E. INVESTMENT / TRADING EXPERIENCE

- No prior Experience
- ____ Years in Commodities
- ____ Years in Other Investment related fields

F. Sales Tax registration Details (As a applicable, Statewise)

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

G. VAT Details (As a applicable, Statewise)

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

H. PAST REGULATORY ACTIONS

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

I. DEALING THROUGH OTHER MEMBERS

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

Member's / Authorised Person (AP)'s Name : _____

Exchange : _____

Exchange Registration Number : _____

Concerned Member's Name with Whom the AP is Registered : _____

Registered office Address : _____

Phone: _____ Fax: _____

Email: _____ Website : _____

Client Code : _____

Details of disputes / dues pending from / to such member / AP: _____

J. INTRODUCER DETAILS (OPTIONAL)

Name of the Introducer : _____

(Surname) (Name) (Middle Name)

Status of introducer : Authorised Person / Existing Client / Others, Please Specify _____

Address and Phone No. of Introducer : _____

Signature of the Introducer : _____

K. ADDITIONAL DETAILS

- Whether you wish to receive communication from Member in electronicsw form on your Email-Id [Yes / No] : _____ (if yes then please fill in Appendix – A)

DECLARATION

1. I/We hereby declare that the details furnished above are true and correct to the best of my / our knowledge and belief and we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting. I am/ We are aware that I / We may be held liable for it.
2. I /We confirm having read / been explained and understood the contents of the tariff sheet and all voluntary / non-mandatory documents.
3. I / We further confirm having read and understood and contents of the ‘Rights and Obligations’ document(s). ‘Rish Disclosure Document’ and ‘Do’s and Don’t’s’. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/we have also been informed that the standard set of documents has been displayed for information on Member’s designated website, if any.

Place: _____ (_____)

Date: ___/___/___ Signature of Client

FOR OFFICE USE ONLY

UCC Code allotted to the client : _____

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

I/We undertake that we have made the client aware of tariff sheet and all the voluntary / non-mandatory documents. I/We have also made the client aware of ‘Rights and Obligations’ document(s), ‘Rish Disclosure Document’ and ‘Do’s and Don’t’s’ and Guidance Note. I/We have given / sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the ‘Rights and Obligations’ document(s), ‘Rish Disclosure Document’ would be made available on my/our website, if any for the information of the clients.

Place: _____ (_____)

Date: ___/___/___ Signature of Authorised Signatory

Seal / Stamp of the Member

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S. _____ HAVING ITS REGISTERED OFFICE AT _____ HELD ON _____ AT ITS REGISTERED OFFICE.

Received that the company do agree with SVS Commodity Brokers Pvt. Ltd. a member of Multi Commodity Exchange Ltd. (MCX) & National Commodity & Derivatives Exchange of India Ltd. (NCDEX) for the purpose of dealing on any segment that is/are may be introduced by MCX /NCDEX and said member be and is hereby authorized to honour instruction, oral/written or electronic, given on behalf of the company by any of the under noted authorized signatories:-

Sr.	Name	Designation
1.	_____	Designated Director
2.	_____	Designated Director

Who is are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through SVS SECURITIES PVT LTD. on behalf of the company.

RESOLVED FURTHER THAT Mr. _____ Director and /or Mr. _____ Director of the company be and is hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT, the common seal of the company be affixed, wherever necessary in the presence of any director or any one director and company secretary, who shall sign the same in token of the presence.

XYZ CO NAME **XYZ CO NAME**

Director **Director**

Declaration to be given by the proprietor of sole proprietorship and partnership firm

TO,

DEAR SIR/MADAM,

I refer to the trading Account Opened with You in the Name Of _____ And Declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository Participant in the name of a sole Proprietorship firm or partnership firm as per regulations to facilitate the operation of the above trading Account with you and the purpose of completing the share transfer obligations pursuant to the trading Operations. I/we authorize you to recognize the beneficiary account no. _____ With the depository _____ opened in the name of the undersigned Who is the proprietor / partner of the firm.

I/we agree that the obligation for shares purchased and/or sold by the firm will be handled and completed Through transfer (s) to/from the above mentioned account. I/WE recognize and accept transfer made by You to the foreside beneficiary account as completion of obligations by you in respect of trade executed in The above trading account of the firm.

Further i/we, the undersigned, am/we the sole proprietor/partners of the firm and am/we solely responsible for the liabilities thereof. I/we shall advice you in writing of any change that take place in the constitution of the firm and will be personally liable to you for all the obligation that the firm may incur in the course of dealings with you and undertake to personally discharge such liabilities.

Yours truly,

Name & signature of the proprietor/ partners,

- 1) _____ 2) _____

----- TARIFF SHEET -----

Future segment MCX & NCDEX						
	Trading					Slab No.
	Minimum Rs.	Percent		Minimum Rs.	Percent	
		1 st Side	2 nd Side			
General Rate						
Special Rate						

The above rates are exclusive of transaction charge, Stamp Duty and Service Tax which will be charged 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 the sub-broker/A.P/Introducer and Client, and same are mentioned here.

SVS commodity brokers pvt.ltd.

Client Signature
 Client Code: _____

**Signature of Auth.person/
 Other**

Signature of Broker

Annexure – 2

RISK DISCLOSURE DOCUMENT

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

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

You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange 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 FMC from time to time and circulars as may be issued by the Exchange from time to time.

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

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

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

i. Risk of Higher Volatility

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

ii. Risk of Lower Liquidity

a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/ or sell commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

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

iii. Risk of Wider Spreads

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

iv. Risk-reducing orders

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

- b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.

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

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

v. Risk of News Announcements

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

vi. Risk of Rumours

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

vii. System Risk

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

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

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

viii. System/ Network Congestion

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

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

Effect of "Leverage" or "Gearing":

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

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

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

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

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

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

3. TRADING THROUGH WIRELESS TECHNOLOGY OR ANY OTHER TECHNOLOGY:

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

4. General

i. Deposited cash and property:

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

ii. Commission and other charges:

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

iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to *Annexure 3*

iv. The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the Exchange.

v. The term 'member' shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a Unique Member Code from FMC.

Additional Risk Disclosure documents for Options Trading

Risk of Option holders:

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

Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

Annexure – 3 (of KYC Document)

RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS *as prescribed by FMC and Commodity Exchanges*

1. The client shall invest/trade in those commodities /contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules/ Regulations of Exchanges/ Forward Markets Commission (FMC) and circulars/notices issued there under from time to time.
2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars/notices issued there under and Rules and Regulations of FMC and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy himself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
6. Requirements of Professional diligence
 - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
 - b. "Professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with –
 - i. honest market practice;
 - ii. the principal 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/FMC from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
11. A. protection from unfair terms in financial contracts**
 - a. An unfair term of 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 interest of the member.
 - c. The factors to be taken into account while determining whether a term is unfair, include-
 - i. The nature of the financial product or financial service dealt with under the financial contract;
 - ii. The extent of transparency of the term;
 - ** contracts offered by commodity exchanges
 - iii. The extent to which the term allows a client to compare it with other financial contracts for similar financial products or financial services; and
 - iv. The financial contract as a whole and the terms of any other contract on which it is dependent.
 - d. A term is transparent if 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 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 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 substantially greater bargaining power in determining terms of the financial contract; and

- ii. a standard form contract
 - b. "Standard form contract" means financial contract that substantially for the Client, except for the terms of contained in point 11.C.
 - c. Ever if some terms of a financial contract are negotiated in form, the financial contract may 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
 - iv. 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, unauthorized 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 FMC from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange or FMC) and the client shall be obliged to pay such margins within the stipulated time.
16. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.

19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of FMC and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued 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 FMC.

LIQUIDATION AND CLOSE OUT OF POSITION

23. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), the client understands that the Member shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
24. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/commodities in favor of a Nominee shall be valid discharge by the Member against the legal heir.

DISPUTE RESOLUTION

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

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

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

- a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
- b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of –
 - i. the Client's right to seek redress for any complaints; and
 - ii. the processes followed by the Member to receive and redress complaints from its Clients.

29. A. Suitability of advice for the Client

Right to receive advice that is suitable taking into account the relevant personal circumstances of the Client, such as the 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 services 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 FMC and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement 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 monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct

- a. Unfair conduct in relation to financial products or financial services is prohibited.
 - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
 - i. misleading conduct under point 41.
 - 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 1). Member shall ensure that all the rules/Business Rule/Bye-Laws/circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-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 FMC/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by FMC/Commodity exchanges.
46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of FMC/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
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 must be obtained afresh before 1st April of every financial year by following the same procedure. Thus, such declaration would be valid for that financial year only.

LAW AND JURISDICTION

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

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT

(All the clauses mentioned in the '*Rights and Obligations*' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/-commodities trading using wireless technology as may be specified by FMC & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to FMC/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/FMC.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/FMC.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/ commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/ commodities trading through wireless

technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.

8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.

Annexure – 4

GUIDANCE NOTE - DO's AND DON'Ts FOR THE CLIENTS

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link_____to see whether the Member is registered with the Exchange.
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_____. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.

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

Don'ts

1. Do not deal with any unregistered intermediaries.
2. Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
3. Do not enter into assured returns arrangement with any Member
4. Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
5. Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
6. Do not start trading before reading and understanding the Risk Disclosure Agreement.
7. Do not neglect to set out in writing, orders for higher 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.

SVS COMODITY BROKERS PVT. LTD.

32-33-34-35 A/B, Khatau Building, 2nd Floor, Alkesh Dinesh Modi Marg, Fort, Mumbai - 1.
Phone No. : 4046 2105 • Fax: 2266 2384

Date:

To,
All Clients,

This is to inform you that we do client based trading and pro-account trading in Multy Commodity Exchange

(MCX) / National Commodity & Derivatives Exchange (NCDX) in MCX Market, NCDX Market Segments.

Our Investor grievance email id is: **grievances@svssec.com**

Thanking you,

Yours faithfully,

For SVS COMMODITY BROKERS PVT. LTD.

Auth. Signatory / Director

I acknowledge the receipt of information given above by SVS COMMODITY BROKERS PVT. LTD. that they do client based trading and pro-account trading

Name of Client: - **Client Code:-**.....

Signature of Client:-.....

(Note: To be signed by person himself/herself not to be signed by his/her attorney/authorized person etc.)

Annexure A

Electronic Contract Note [ECN] – DECLARATION

To,
Svs commodity Brokers Pvt Ltd
32-33-34-35 A/B, Khatau Building,
A B MODY Marg, Fort, Mumbai 400 001

Client Code:-

--

Dear Sir,

I, _____ a client with Member M/S. **SVS Commodity Brokers Pvt. Ltd.** of **MCX & NCDEX** Exchange undertake as follows:

1. I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.
2. I am aware that the Member has to provide electronic contract note for my convenience on my request only.
3. Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
4. I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
5. My email id is _____. This has been created by me and not by someone else.
6. I am aware that this declaration form should be in English or in any other Indian language known to me.
7. This declaration is valid till 31st March _____ (yyyy)

The above declaration has been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same
The above lines must be reproduced in own handwriting of the client.

CLIENT NAME	
PAN NO	
ADDRESS	
SIGNATURE OF CLIENT	

Date:- _____ Place:- _____

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

Date:- _____

RUNNING ACCOUNT AUTHORISATION

To,

SVS Commodity Brokers Private Limited

32-33-34-35 A/B, Khatau Building,
Alkesh Dinesh Modi Marg,
Fort, Mumbai-400001.

Date: ___/___/_____

Dear Sir,

Sub:- AUTHORITY TO MAINTAIN RUNNING ACCOUNT

With reference to my/our dealing with you on **MCX & NCDX** segment of the **MULTY COMMODITY EXCHANGE OF INDIA LTD & NATIONAL COMMODITY & DERIVATIVES EXCHANGE** as my/our broker I/We direct and authorize you to carry out trading/dealings on my/our behalf as per instruction given below;

1. I/We request you to maintain running balance in my account and retain the credit balance in my/our account and to use the unused fund towards my/our margin/pay-in/other future obligation (s) at any segment(s) of any or all the exchange(s)/clearing corporation unless i/we instruct you otherwise.
2. I/We hereby authorize and direct you to maintain running account(s) for me/us and from time to time debit these securities and fund from running accounts and make pay-in of securities and funds to exchanges/clearing corporation to settle my/our trades/dealing.
3. I/We also authorize you to retain temporary credits/margin, if any, in my/our account against security from my/our running account. I/We have no objection in retaining excess funds with the company and have full confidence in you.
4. I/We also authorize you to retain my/our securities with you in your pool/beneficiary account.
5. In the event I/We have outstanding obligation on the settlement date, you may retain the requisite securities/funds towards such obligations and may also retain the funds expected to be required to meet margin obligation for next 5 trading days, calculated in the manner specified by the exchanges.
6. I agree that if I/We fail to bring any disputes arising from the statement of accounts or settlement so made to your notice within 30 working days from the date of receipt of funds/securities or statement, as the case may be in writing by delivery at your registered office then in that event the statement of accounts or settlement so made shall be final and I/We shall have no right to dispute any/either of these ever.
7. I/We hereby confirm that the authorization shall by me will continue till the time it is expressly revoked by me/us in writing. Further such termination (revocation) may be revoked at any time.
8. My/Our Preference for actual settlement of funds and securities is at least :

Once in a Calendar Quarter

Once in a Calendar Month

Yours faithfully,

(Client Name & signature & Address)

INTERNET / WIRELESS TRADING ACCOUNT

TRADING CODE

--

To,
SVS Commodity Brokers Pvt Ltd.
32-33-34-35 A/B Khatau Building,
A D Modi Marg, Fort,
Mumbai. 400 001

SUB: INTERNET / WIRELESS TRADING

Sir,

I / We wish to Trade through INTERNET WIRELESS Technology Based Trading on **MCX / NCDEX** and confirm that we are fully aware of and understand the risk associated with availing of a service of routing orders through internet including the risk of misuse and unauthorized use of our username and or password by a third party and the risk of a person hacking into our account on your ITORS system and unauthorized routing order on behalf of us through the system. We agree that we shall be fully liable and responsible for any and all unauthorized use and misuse of our password and /or username and also for any and all acts done by any person through your ITORS system on our username in any manner whatsoever.

We hereby confirm you to send our username and password on the below mentioned e-mail address.

E-mail Address: :- _____

Name of the client :- _____

Mobile no of the client:- _____

TRADING PREFERENCE

(Please sign in the relevant boxes where you wish to trade)

Exchange & Segment	Client Signature
MCX	
NCDEX	

Signature of client

NON - MANDATORY

From :- _____

Client Code : _____

To,
SVS Commodity Brokers Pvt. Ltd.
32-33-34-B, Khatau Building,
Alkesh Dinesh Modi Marg,
Fort, Mumbai - 400 001.

Dear Sir,

Re : Digital Contract Note OR Physical Contract Notes

We understand that you are planning to give an option to us to receive contract notes in Cash F&O & Currency Segments by way of Digital Contract Note through E-mail from _____.

We understand that these digital contracts are valid legal contracts as per Stock Exchange / SEBI Rules and recognized under Income Tax Act, as well as other acts in India.

We wish to inform you that we would like to avail of this facility. In this regard we state the following:

1. The Electronic delivery of digital contract note shall be an accepted form of contract note to us.
2. The Digital Contract note should be sent to our E-mail Id as under : _____
3. The dispatch of the above digital contract note from your end shall constitute delivery of the same and it shall be our responsibility to check our E-mail for the same.
4. Discrepancy if any shall be brought to your notice within 24 hours of dispatch of the digital contract failing which the contract shall be considered as accepted and Acknowledged.
5. You are also authorised to send us account statement, security ledger and other documents periodically through the same channel.
6. The Client hereby agree that the e-contract notes, bills, ledger, transaction statements, reports, letters, circulars, notices etc, in Cash and or Derivatives segments that are sent from time to time to the client's e-mail id duly digitally signed and encrypted as attachment or otherwise shall be deemed to have been delivered to the client in the event of non receipt of bounced mail notification by the member through e-mail id. Further, client hereby agree that if no queries are raised in respect of trades / transactions or transfer of securities that are appearing in the e-contract notes, bills, ledger, transaction statements, reports, letters, circulars, notices etc. issued to the client from time to time by member, member shall not be responsible for non delivery and it shall presume that the aforesaid documents are in order."
7. I/We understand that I am required to intimate any change in the email id/account mentioned here-inabove needs to be communicated by me through physical letter to you.

Further we hereby request you to hand-over all our physical bills & contract as well as the other documents to following persons :

Authorised Person Name

Specimen Sign.

1. _____
2. _____

Kindly take the above into your records & oblige.

Yours truly,

Client Signature



FATCA-CRS Declaration & Supplementary KYC Information

Declaration Form for Individuals

Please seek appropriate advice from your tax professional on your tax residency and related FATCA & CRS guidance

Demat Client ID: Trading Code: Date:

	First/Sole Holder	Second Holder	Third Holder
PAN*			
Name			
Place of Birth			
Country of Birth			
Nationality			

Do you satisfy any of the criteria mentioned below:

a. Citizen of any country other than India (including Dual/Multiple/holding Green Card)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Tax Resident of any countries other than India?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
c. POA or mandate holder who has an address outside India	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

If answer to the question "b" above is "Yes", please provide the following information (**mandatory**); else directly go to declaration & acknowledgment.

Please indicate all countries in which you are resident for tax purposes and the associated Tax Reference Numbers below:

Country of Tax Residency 1#			
Tax Payer Ref. ID No.			
Identification Type (TIN or other, please specify)			
Country of Tax Residency 2 #			
Tax Payer Ref. ID No.			
Identification Type (TIN or other, please specify)			

*If PAN is not available please specify Folio No(s)

#to include all countries other than India where investor is Citizen/Resident/Green Card Holder/Tax Resident in those respective countries especially of USA

Declaration & Acknowledgment

- I/We hereby certify that I/we have declared my/our status as per the applicable FATCA/CRS rules in India as notified by Government of India (GOI)/Central Board of Direct Taxes (CBDT) / Securities and Exchange Board of India (SEBI) / Reserve Bank of India (RBI).
- I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief and that I/we have not withheld any material information/document, that may affect the assessment/categorization of the account as a US Reportable account/Other Reportable account or otherwise.
- 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 liable for it.
- I/We undertake the responsibility to declare, disclose and recertify within 30 days any changes that may take place in the information provided in the account opening form, and signed by me/us as well as in the documentary evidence provided by me/us or in any certification becomes incorrect.
- I/We hereby authorize you to disclose, share, 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 government 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.
- I/We also agree that my/our failure to disclose any material fact known to me/us now or in future, may invalidate my/our application and SVS Commodity Brokers Pvt. Ltd. (SVSCBPL) would be within its right to put restrictions in the operations of my/our account or take

appropriate action permissible under the Indian regulations for the purpose or take any other action as may deemed appropriate if the deficiency is not updated/rectified by me/us within the stipulated period.

7. I/We agree to furnish any particular/information that is called upon me/us by SVSSPL on account of any change to law either in INDIA or abroad in the subject matter herein.
8. In the event there is any tax demand (including interest (if any) raised due to non-disclosure/inaccurate disclosure of information/document on my/our part, I/we undertake to pay the demanded forthwith and provide SVSSPL with all information/documents that may be necessary for any proceedings before GOI/RBI/SEBI/Income Tax Authorities.
9. I/We permit/authorize SVSSPL to collect, store, communicate and process information relating to my/our account with them and all transaction therein, by SVSSPL and any of its affiliates wherever situated including sharing, transfer and disclosure between them and to the authorities in and/or outside India of any confidential Information for compliances with any law or regulation whether domestic or foreign.
10. I/We also understand that the account will be reported if any one of the aforesaid FATCA/CRS criteria for any of the account holders i.e. primary or joint (in case of demat account) are met.

Sign	Sign	Sign
First Holder/Guardian	Second Holder	Third Holder

FATCA & CRS Terms & Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income- tax Rules, 1962, which Rules require Indian financial institutions to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities / appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Towards compliance with tax information sharing laws, such as FATCA and CRS, we would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. As may be required by domestic or overseas regulators/tax authorities, we may also be constrained to withhold and pay out any sums from your account or close or suspend your account(s).

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days from the occurrence of the change in information.

If you have any question about your tax residency, please contact your tax advisor. If you are a US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number.

It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation for the same.

In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

FATCA & CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia
U.S. Place of Birth	<ol style="list-style-type: none"> 1. Self-Certification that the account holder is neither a citizen of United States of America nor a resident for Tax purposes; 2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below) AND 3. Any one of the following documents: <ul style="list-style-type: none"> • Certified Copy of "Certificate of Loss of Nationality", or • Reasonable explanation of why the customer does not have such a certificate despite renouncing citizenship; or • Reason the customer did not obtain U.S. citizenship at birth
Residence/ mailing address in a country other than India	<ol style="list-style-type: none"> 1 Self-certification that the account holder is neither a citizen of United States of America nor a resident of any other country other than India; and 2 Documentary evidence (refer list below)
Telephone number in a country other than India	<p>Whether no Indian telephone number is provided or provided along with a foreign country telephone number</p> <ol style="list-style-type: none"> 1 Self-certification that the account holder is neither a citizen of United States of America nor a resident of any other country other than India; and 2 Documentary evidence (refer list below)

List of acceptable **documentary evidence** needed to establish the residence(s) for tax purposes:

1. Certificate of residence issued by an authorized government body*
2. Valid identification issued by an authorized government body* (e.g. Passport, National Identity card, etc.)

***Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.**