



**BULLIONFOX**  
Commodity (P) Ltd.,  
Intelligence Brings Wealth  
(Member of Multi Commodity Exchange of India Ltd)

Exchange	Registered as	SEBI Registration Number	MCX Membership Code
MCX	Trading Member	INZ000076836	55230

Particulars	Registered Office	Correspondence / Corporate Office
Address	107, Nagaiyar Street, Shevapat, Salem - 636 002.	No. 6, Brindavan Road, 3rd Floor of Raj Bhavan, Above of HDFC Bank, South Block, Fairlands, Salem - 636 016.
Tel No.	0427-4020221	Fax : 0427-2440221
Website	<a href="http://www.bullionfox.com">www.bullionfox.com</a>	

Particulars	Compliance Officer details
Name	Sabapathy. P.R.
Phone No.	0427-4023207
Email ID	<a href="mailto:compliance@bullionfox.com">compliance@bullionfox.com</a>

Particulars	Chairman & Managing Director
Name	Ganesh S Pawar
Phone No.	0427-4023201
Email ID	<a href="mailto:gp@bullionfox.com">gp@bullionfox.com</a>

For any **GRIEVANCE / DISPUTE** Please contact **BullionFox Commodity Pvt. Ltd.**, at the above address or email at [grievance@bullionfox.com](mailto:grievance@bullionfox.com) or call us on 0427-4023207

In case not satisfied with the response, please contact the exchange as under :

Exchange	Email ID	Contact No.
MCX	<a href="mailto:grievance@mcxindia.com">grievance@mcxindia.com</a>	022-6731 8888

**Filing of Complaints of SEBI SCORES**

- a. Register on SCORES portal
- b. Mandatory details for filing complaints on SCORES :
  1. Name, PAN, Address, Mobile Number, E-mail ID
- c. Benefits :
  1. Effective communication
  2. Speedy redressal of the grievances

We M/s. BullionFox Commodity Private Ltd., Declare that,  
We do Client based Trading and PRO Account(Proprietary) Trading in MCX.

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Note : In terms of circular of MCX : Ref No. MCX/551/2006 dated December 13, 2006 and purssurant to the directions of the Forward Markets Commission (FMC), we hereby inform you that we do not indulge in any Portfolio Advisory Services, Portfolio Management services and such other services either directly or indirectly.

**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 Categorized

**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\*



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

### General Instructions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Provide KYC number of related person if available.

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

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

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

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

## List of ISO 3166 two- digit Country Code

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



**Annexure B1**

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

**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 of the sections not required to be updated.



**For office use only**      Application Type\*     New     Update  
 (To be filled by financial institution)    KYC Number        (Mandatory for KYC update request)

**1. DETAILS OF RELATED PERSON** (Please refer instruction G at the end)

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

Related Person Type\*     Guardian of Minor     Assignee     Authorized Representative

Name\*    Prefix     First Name     Middle Name     Last Name

(If KYC number and name are provided, below details of section 1 are optional)

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

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   

**2. APPLICANT DECLARATION**

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

Date :  DD -  MM -  YY YY    Place :     (2b)

**3. ATTESTATION / FOR OFFICE USE ONLY**

**Documents Received**     Certified Copies

KYC VERIFICATION CARRIED OUT BY	INSTITUTION DETAILS
Date <input type="text"/> DD - <input type="text"/> MM - <input type="text"/> YY YY	Name <input type="text"/>
Emp. Name <input type="text"/>	Code <input type="text"/>
Emp. Code <input type="text"/>	<div style="border: 1px solid black; height: 100px; width: 100%; text-align: center;">[Institution Stamp]</div>
Emp. Designation <input type="text"/>	
Emp. Branch <input type="text"/>	
<div style="border: 1px solid black; height: 40px; width: 100%; text-align: center;">[Employee Signature]</div>	





## INSTRUCTIONS/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 / Trustess and whole time directors and persons authorised 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 authorised 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 proof 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 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. Identify Card document with applicant's Photo, issued by any of line 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 / Unique Identification Number (UID) / Aadhaar Letter / registered lease or Sale agreement of Residence / Driving License / Flat Maintenance bill / Insurance copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement / Passbook - Not more than 3 months old.
4. Self declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following : Bank Managers of Scheduled Commercial Banks / Scheduled Co-operative Bank / Multinational Foreign Banks / Gazetted Officer / Notary Public / Elected representatives to the Legislative Assembly / Parliament / Documents issued by any Govt. or Statutory Authority.
6. Identity card / document with address, issued by any of the following : Central / State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc. to their Members.
7. For FII/sub account, Power of Attorney given by FII / sub-account to the custodians (which are duly notarized and / or apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of spouse may be accepted.

### D. Exemptions / clarifications to PAN

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

1. In case of transactions undertaken on behalf of Central Government and / or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entitles / multilateral agencies exempt from paying taxes / filling tax returns in India.
4. SIP of Mutual Funds upto Rs. 50,000/- p.a.
5. In case of Institutional clients, namely, FIIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956. Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

### E. List of people authorised 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, authorised 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.



No. 6, Brindavan Road,  
3rd Floor of Raj Bhavan,  
Above of HDFC Bank,  
South Block, Fairlands,  
Salem - 636 016.  
☎ 0427-4020221

PHOTOGRAPH

Please affix  
your recent pasport  
size photograph and  
sign across

**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

Networth Amount ( ) \_\_\_\_\_ as on 

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (Networth should not be older than 1 Year)

**FOR  
INDIVIDUAL****2. OCCUPATION**

(Please tick any one and given brief details)	<input type="checkbox"/> Private Sector	<input type="checkbox"/> Public Sector	<input type="checkbox"/> Government Service	<input type="checkbox"/> Business
	<input type="checkbox"/> Professional	<input type="checkbox"/> Professional	<input type="checkbox"/> Others (Specify) .....	
Brief Details				

**3. Pleast tick, if applicable**

<input type="checkbox"/> Politically Exposed Person (PEP)	<input type="checkbox"/> Related to a Politically Exposed Person (RPEP)
<input type="checkbox"/> Not a Politically Exposed Person (PEP)	<input type="checkbox"/> Not Related to a Politically Exposed Person (RPEP)

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

Sr.No.	Bank Name	Branch Address & Pin Code	Type of Bank Account A/c. No.	MICR Code *										
1.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> IFSC Code _____										
2.			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others _____ No. _____	<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> IFSC Code _____										

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

**C. DEPOSITORY ACCOUNT (S) DETAILS, if available**

Sr.No.	Depository Participant Name	Depository Name	Beneficiary Name	DP ID	Beneficiary ID (BO ID)																				
1.		<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										
2.		<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL		<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>											<table border="1"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>										

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

**D. TRADING PREFERENCES**

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

Sr.No.	Name of the National Commodity Exchanges	Segment	Date of Consent for trading on concerned Exchange	Signature of the Client
1.	MCX	<input type="checkbox"/> Futures <input type="checkbox"/> Options		

# At the time of printing the for, the Member must specify the names of the Exchanges where the Member has membership.  
[In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent Letter is required by the Member from client and to be kept as enclosure with this document]

**E. INVESTMENT / TRADING EXPERIENCE**

No Prior Experience     In Commodities \_\_\_\_\_ Yrs     In other investment \_\_\_\_\_ yrs

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

Sales Tax	State	Registration Number	Validity Date
Local			
Other			
Central Sales Tax	N.A.		

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

VAT	State	Registration Number	Validity Date
Local			
Other			

**H. PAST ACTIONS**

Details of any action/proceedings initiated / pending / taken by FMC / SEBI / Stock exchange / Commodity Exchange / any other authority against the client during the last 3 years :                      Yes      No

If yes, Mention Details .....

1.

2.

3.

**I. DEALINGS THROUGH OTHER TRADING MEMBERS**

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

Member's / AP's Name		Client Code	
Exchange		Exchange Regn. No.	
Concern Members Name with whom the AP is Registered			
Registered Office Address			
	City/Town/Village		Pincode
	State	Country	
Ph.	Fax	E-mail	Website
Details of disputes / dues pending from / to such Member/AP :			

**J. INTRODUCER DETAILS (Optional)**

Name of the Introducer			
Status of the Introducer	<input type="checkbox"/> Existing Client	<input type="checkbox"/> Authorized Person	<input type="checkbox"/> Others, please specify _____
Address of Introducer			
	City/Town/Village		Pincode
	State	Country	
Phone No.		<b>Signature of the Introducer</b>	
Client Code / Client ID (if Existing Client)			

**K. ADDITIONAL DETAILS**

◆ Whether you wish to receive communication from Member in electronic form on your Email ID . (if yes then please fill in Appendix-A)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
◆ Whether you wish to avail of the facility of Internet Trading / Wireless Technology	<input type="checkbox"/> Yes	<input type="checkbox"/> No
◆ Whether you wish to receive KYC, Risk Disclosure document, Rights & Obligations, Do's & Don't Policies & Procedures in electronic form	<input type="checkbox"/> Yes	<input type="checkbox"/> No

**L. NOMINATION DETAILS (For Individual Only)**

<input type="checkbox"/> I/We do not wish to nominate.			
<input type="checkbox"/> I/We wish to nominate.			
Name of Nominee (in BLOCK LETTERS)			
Relationship with the Nominee		Date of Birth of Nominee	
Address of Nominee			
		Pin Code	
Phone No. of Nominee		PAN of Nominee	
<b>If Nominee is a minor, details of guardian :</b>			
Name of Guardian			
Address of Guardian			
		Pin Code	
Phone No. of Guardian		Signature of Guardian (if nominee is a minor)	

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

Sr. No.	Name	Address	Signature
1.			
2.			

**DECLARATION**

- I / We hereby declare that the details furnished above are true and correct to the best of my / our knowledge and belief and I /we undertake to inform you of any change therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am / we are aware that I / we may be held liable for it.
- I / We confirm having read / been explained and understood the contents of the tariff sheet and all voluntary / non-mandatory documents.
- I / We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document', 'Do's and Don't's' and Policies & Procedures. 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 website. If Any.

 ⑦

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

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

Signature of Client

**FOR OFFICE USE ONLY**

UCC Code allotted to the Client	
	Documents verified with Originals
Name of the Employee / AP*	
Employee Code	
Designation of the Employee / AP*	
Date	
Signature	

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

Signature of the Authorised Signatory

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

Seal/Stamp of the Member

\*AP: Authorised Person

## RISK DISCLOSURE DOCUMENT

The Exchange does neither expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document 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 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 a 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 filling the know your client form and are subject to the Rules, Byelaws and Regulations of the Exchange guidelines prescribed by SEBI from time to time and Circulars as may be issued by the Exchange from time to time.

The Exchange does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any member of the Exchange and/or any 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:-

### I. 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 a commodity derivative contract 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 notional or 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 numbers 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 derivative 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 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, newspapers, 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 order execution 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 based 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 control 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 next day.

- c. If you fail to deposit the additional amount 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 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 / Authorized Persons / Clients, please refer 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 SEBI.

### Annexure - 3

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS as prescribed by SEBI and Commodity Exchanges

1. The client shall invest/trade in those commodities / contracts / other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Business Rules / Regulations of Exchanges/SEBI and circulars/ notices issued there under from time to time.
  2. The Member, Authorized Person and the client shall be bound by all the Rules, Byelaws and Business Rules of the Exchange and circulars / notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
  3. The client shall satisfy itself of the capacity of the Member to deal in commodities and/or deal in derivatives contracts and wishes to execute its orders through the Member and the client shall from time to time continue to satisfy itself of such capability of the Member before executing orders through the Member.
  4. The Member shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
  5. The Member shall take steps to make the client aware of the precise nature of the Member's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member acts.
  6. Requirements of professional diligence
    - a. The Member must exercise professional diligence while entering into a financial contract or discharging any obligations under it.
    - b. "professional diligence" means the standard of skill and care that a Member would be reasonably expected to exercise towards a Client, commensurate with -
      - i. honest market practice;
      - ii. the principle of good faith;
      - iii. the level of knowledge, experience and expertise of the Client;
      - iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
      - v. the extent of dependence of the Client on the Member.
- \* Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

### CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/ SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specified acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account

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

11. A. Protection from unfair terms in financial contracts\*\*
    - a. An unfair term of a non-negotiated contract will be void.
    - b. A term is unfair if it -
      - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
      - ii. is not reasonably necessary to protect the legitimate interests of the Member.
    - c. The factors to be taken into account while determining whether a term is unfair, include -
      - i. the nature of the financial product or financial service dealt with under the financial contract;
      - ii. the extent of transparency of the term;
- \*\* contracts offered by commodity exchanges
- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
  - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
- d. A term is transparent if it -
    - i. is expressed in reasonably plain language that is likely to be understood by the Client;
    - ii. is legible and presented clearly; and
    - iii. is readily available to the Client affected by the term.
  - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.
11. B.
    - a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C (given below) are not negotiated between the parties to the financial contract and includes -
      - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
      - ii. a standard form contract.
    - b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client except for the terms contained in point 11.C.
    - c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by -
      - i. an overall and substantial assessment of the financial contract; and
      - ii. the substantial circumstances surrounding the financial contract
    - d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

11. C.
- a. The above does not apply to a term of a term of a financial contract if it -
    - i. defines the subject matter of the financial contract;
    - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
    - iii. is required, or expressly permitted, under any law or regulations.
  - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.
13. A. Protection of personal information and confidentiality
- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes -
    - i. name and contact information;
    - ii. biometric information, in case of individuals
    - iii. information relating to transactions in, or holdings of, financial products
    - iv. information relating to the use of financial services; or
    - v. such other information as may be specified.
13. B.
- a. A member must -
    - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
    - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b;
    - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
    - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
    - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
  - b. A member may disclose personal information relating to a Client to a third party only if -
    - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent ;
    - ii. the Client has directed the disclosure to be made;
    - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the client is given an opportunity to represent under such law or regulations against such disclosure;
    - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
    - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member -
      1. informs the Client in advance that the personal information may be shared with a third party; and
      2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this part; or
    - vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this part.-
  - c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.
14. A. Requirement of fair disclosure both initially and on continuing basis
- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
  - b. In order to constitute fair disclosure, the information must be provided -
    - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
    - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
    - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
  - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding -
    - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
    - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iii. existence, exclusion or effect of any term in the financial product or financial contract;
    - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
    - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
    - vi. rights of the Client to rescind a financial contract within a specified period; or
    - vii. rights of the Client under any law or regulations.
14. B.
- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures -
    - i. any material change to the information that was

- required to be disclosed under point I 4.A at the time when the Client initially availed the financial product or financial service;
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.
- b. A continuing disclosure must be made -
- i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

## **MARGINS**

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

## **TRANSACTIONS AND SETTLEMENTS**

17. The client shall give any order for buy or sell of commodities derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the Member however ensuring the regulatory requirements in this regard are complied with. The Member shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
18. The Member shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant commodity exchange where the trade is executed.
19. The Member shall ensure that the money deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Member for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, circulars, notices, guidelines of SEBI and/or Rules, Business Rules, Bye-laws, circulars and notices of Exchange.
20. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, Member shall be entitled to cancel the respective contract(s) with client(s).
21. The transactions executed on the Exchange are subject to Rules, Byelaws and Business Rules and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the

Byelaws and Business Rules of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Business Rules of the Exchanges and the circulars/notices issued thereunder. Exchanges and the circulars/notices issued thereunder.

## **BROKERAGE**

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

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

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

## **DISPUTE RESOLUTION**

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.
26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued there under as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each member to have an effective grievance redress mechanism which is accessible to all its Clients
- a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
  - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time

when the information is likely to be required by the Client, of -

- i. the Client's right to seek redress for any complaints; and
- ii. the processes followed by the Member to receive and redress complaints from its Clients.

#### 29. A. Suitability of advice for the Client

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

##### a. A Member must -

- i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
- ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.

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

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

- i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
- ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.

#### 30. Dealing with conflict of interest

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

##### a. A Member must -

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the member has received or expects to receive for making the advice to the Client; and
- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between -
  1. its own interests and the interests of the Client; or
  2. the interests of the concerned Member and interests of the Client, in case where the Member is a financial representative.

b. The information under point 16 a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.

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

## TERMINATION OF RELATIONSHIP

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

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

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

## ADDITIONAL RIGHTS AND OBLIGATIONS

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

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

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

37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also

state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Commodity broker.

38. The Member shall send margin statements to the clients on daily. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

40. In case, where a member surrenders his/her/its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.

41.A. Protection from unfair conduct which includes misleading conduct & abusive conduct

a. Unfair conduct in relation to financial products or financial services is prohibited.

b. "Unfair conduct" means an act or omission by a member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes -

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

41.B.

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

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

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

- i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
- ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
- iii. the consideration to be paid for the financial product or financial service or the manner in which the

consideration is calculated;

- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41.C.

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

- i. involves the use of coercion or undue influence; and
- ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.

b. In determining whether a conduct uses coercion or undue influence, the following must be considered -

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

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

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 3). Member shall ensure that all the Rules/ Business Rule / Bye-Laws / circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.

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

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

45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the

time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.

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

## **LAW AND JURISDICTION**

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

Notices/Circulars of Exchanges/SEBI. Any changes in such voluntary clauses/ document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.

54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.
55. Members are required to send account statement to their clients every month.

## **Additional Risk Disclosure documents for Options Trading**

### **Risk of Option holders:**

56. 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.
57. 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:**

58. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
59. 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.
60. 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.

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

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

1. Member is eligible for providing Internet based trading (IBT) and commodities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The Member shall comply with all requirements applicable to internet based trading/commodities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in commodities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for commodities trading through use of wireless technology. The Member shall provide the Member's IBT Service to the Client, and the Client shall avail of the Member's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Member's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The Member shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with commodities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the Member.
4. The Member shall make the client aware that the Member's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whosoever through the Member's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/commodities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the Member.
6. The Client shall immediately notify the Member in writing if he forgets his password, discovers security flaw in Member's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/ password/ account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/commodities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The Member shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the Member shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Member and the Exchange do not make any representation or warranty that the Member's IBT Service will be available to the Client at all times without any interruption.
10. The Client shall not have any claim against the Exchange or the Member on account of any suspension, interruption, non-availability or malfunctioning of the Member's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Members/Exchange end for any reason beyond the control of the Member/Exchanges.



## 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 <http://www.mcxindia.com/membership/notice-board/Member-AP-Details> to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard "Know Your Client (KYC)" form before you commence trading.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <http://www.mcxindia.com/en/login>. 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 pre-printed and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities (in the form of warehouse receipts) 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 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 SEBI.

#### Don'ts

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

## Annexure - 5

### POLICIES AND PROCEDURES

#### 1. Refusal of orders for illiquid Commodity

The Commodity broker may from time to time limit (quantity/value) / refuse orders in one or more commodities due to various reasons including market liquidity, value of commodity(ies), the order being for commodities which are not in the permitted list of the Commodity broker / exchanges(s) /SEBI. Provided further that Commodity broker may required compulsory settlement / advance payment of expected settlement value for settlement prior to acceptance / placement of order(s) as well.

The client agrees that the losses, if any on account of such refusal or due to delay caused by such limits, shall be borne exclusively by the client alone. The Commodity broker may require reconfirmation of orders, which are larger than that specified by the Commodity broker's risk management, and is also aware that the Commodity broker has the discretion to reject the execution of such orders based on its risk perception.

#### 2. Setting up Client's exposure limits .

The Commodity broker may from time to time impose and vary limits on the orders that the client can place through the Commodity brokers trading system (including exposure limits, turnover limits, limits as to the number, value in respect of which orders can be placed etc.). The client is aware and agrees that the Commodity broker may need to vary or reduce the limits or impose new limits urgently on the basis of the Commodity broker risk perception and other factors considered relevant by the Commodity broker including but not limited to limits on account of exchange / SEBI directions / limits (such as broker level/market level limits in commodity specific/volume specific exposures etc.) and the Commodity broker may be unable to inform the client of such variation, reduction or imposition in advance. The client agrees that the Commodity broker shall not be responsible for such variation, reduction or imposition or the client's inability to route any order through the Commodity broker's trading system on account of any such variation, reduction or imposition of limits.

The client further agrees that the Commodity broker may at orders or trade in Commodities through the Commodity broker, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of limits set by Commodity broker/ exchange / SEBI and any other reasons which the Commodity broker may deem appropriate in the circumstances. The client agrees that the losses, if any, on account of such refusal or delay caused by such review, shall be borne exclusively by the client alone.

#### 3. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client.

The Commodity broker have margin based RMS system. Client may take exposure upto the amount of margin available with us. Client may not be allowed to take position in case of non-availability/shortage of margin as per our RMS policy of the company. The existing position of the client is also liable to square off/close out without giving notice due to shortage of margin/ non

making of payment for their payin obligation/ outstanding debts.

#### 4. Applicable brokerage rate

Brokerage will be charged within the limits prescribed by SEBI/Exchange.

#### 5. Imposition of penalty / delayed payment charges

Clients will be liable to pay late pay in/delayed payment charges for not making payment of their payin/margin obligation on time as per the exchange requirement/schedule at the rate of 2% per month. Similarly the commodity broker will also be liable to pay delayed payment charges to the client for not making payment of their obligation on time, as per the exchange requirement/schedule at the rate of 2% p.m., except in the cases covered by the "Running Account Authorisation" given by the client to the commodity broker which will be levied after 5 working days from the date of obligation.

The client agrees that the commodity broker may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this agreement / rules / regulations / bye laws of the exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the commodity broker has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades / deals / actions of the client, the same shall be borne by the client.

#### 6. Shortages in obligations arising out of internal netting of trades

Commodity broker shall not be obliged to deliver any commodities or pay any money to the client unless and until the same has been received by the Commodity broker from the exchange, the clearing corporation/ clearing house or other company or entity liable to make the payment and the client has fulfilled his/her/its obligations first.

The Commodity broker shall have the right to adopt a policy of its choice for internal auctions arising out of internal netting of trades and charge to default seller and compensate the impacted purchaser as per the policy. The current procedure for internal auction may be amended from time to time with prospective effect.

#### 7. The right to sell client's commodities or close clients, positions, without giving notice to the client, on account of non-payment of client's dues.

The Commodity broker maintains centralized banking handling processes and relating banking and depository accounts at designated place. The client shall ensure timely availability of funds in designated form and manner at designated time and in designated bank and depository account(s) at designated place, for meeting his/her/its pay in obligation of funds. The Commodity broker shall not be responsible for any claim/ loss/ damage arising out of non availability of funds by the client in the designated account (s) of the Commodity broker for meeting the pay in obligation of either funds.

If the client give orders/trades in the anticipation of the required commodities being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market delivery(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of funds for pay in for any reason whatsoever including but not limited to any delays/shortages at the exchange or Commodity broker level/ non release of margin by the Commodity broker etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions/square off/ closing outs etc. , shall be solely to the account of the client and the client agrees not to hold the Commodity broker responsible for the same in any form or manner whatsoever.

The Commodity broker has the right but not the obligation, to cancel all pending orders and to sell/close/liquidate all open positions commodities at the pre-defined square off time or when Mark to Market loss (M-T-M) reaches the speculated % or margin available with the broker is not sufficient to cover the risk or the client have not taken any steps either to replenish the margin or reduce the Mark to Market loss.

The Commodity broker will have the sole discretion to decide referred stipulated margin percentage depending upon the market condition. In the event of such square off, the client agrees to bear all the losses based on actual executed prices. In case open position (ie. short /long) gets converted into delivery due to non square off because of any reason whatsoever, the client agrees to provide funds to fulfill the payin obligation failing which the client will have to face auctions or internal close outs, in addition to this, the client will have to pay penalties and charges levied by the exchange in actual and losses. If any without prejudice to the foregoing, the client shall also be solely liable for all any penalties and charges levied by the exchange(s).

#### **8. Temporarily suspending (dormant accounts) or closing a client's account at the client's request**

If an account is inactive for 12 months and more, the accounts are designed as dormant accounts. Also the request of the client in writing, the client account can be suspended temporarily and same can be activated on the written request of the client only. During the period client account is suspended, the market transaction in the client account will be prohibited. However client shares/ledger balance settlement can take place. On the request of the client in writing, the client account can be closed provided the client account is settled. If the client wants to reopen the account in that case client has to again complete the KYC requirement. Same procedure is followed for reactivation of dormant accounts.

#### **9. Deregistering a client**

Notwithstanding anything to the contrary stated in the agreement, the commodity broker shall be entitled to terminate the agreement with immediate effect in any of the following circumstances:

- (i) If the action of the client are prima facie illegal / improper or such as to manipulate the price of any commodities or disturb the normal/proper functioning of commodities or disturb the normal/proper functioning of the market, either alone or in conjunction with others.
- (ii) If there is any commencement of a legal process against the client under any law in force;
- (iii) On the death/lunacy or other disability of the Client;
- (iv) If the client being a partnership firm, has any steps taken by the Client and/or its partners for dissolution of the partnership;

- (v) If the Client suffers any adverse material change in his/her/its financial position or defaults in any other agreement with the commodity broker;
- (vi) If there is reasonable apprehension that the Client is unable to pay its debts or the Client has admitted its inability to pay its debts, as they become payable;
- (vii) If the Client is in breach of any term, condition or covenant of this Agreement;
- (viii) If the Client has made any material misrepresentation of facts, including (without limitation) in relation to the commodity;
- (ix) If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the Client;
- (x) If the Client have taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
- (xi) If the Client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company, goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial Reconstruction or under any other law providing protection as a relief undertaking;
- (xii) If any covenant or warranty of the Client is incorrect or untrue in any material respect;

#### **10. Inactive Client account:**

Client account will be considered as inactive if the client does not trade for period of six months. Calculation will be done at the beginning of every month and those clients who have not traded even a single time will be considered as inactive, the commodities/ credit ledger balance if any will be transferred to the client within one week of the identifying the client as inactive. The client has to make written request for reactivation of their account.

- 11. Trading in Exchange is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders. Client understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any break down in broker back office/ front end system, or any such other problems/glitch whereby not being able to establish access to the trading system/network, which may be beyond broker control and may result in delay in processing or not processing buy or sell Orders either in part or in full. Client shall be fully liable and responsible for any such problem/fault.**

#### **12. Client Acceptance of Policies and Procedures stated herein above:**

Client have fully understood the same and agree not to call into question the validity, enforce ability and applicability of any provision/clauses this document any circumstances what so ever. These Policies and Procedures may be amended / changed unilaterally by the commodity broker, provided the change is informed to client with through any one or more means or methods.

Client agree never to challenge the same on any grounds including delayed receipt / non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read and shall be compulsorily referred to while deciding any dispute / difference or claim between client and commodity broker before any court of law / judicial / adjudicating authority including arbitrator / mediator etc.

**Trading Brokerage Details :**

Exchange	1st Leg		2nd Leg	
	%	Min	%	Min
Future				
Option				
Delivery	2%	2%	2%	2%

**STATUTORY CHARGES**

In addition to the above following statutory charges will also be levied as per actual plus applicable GST & other Government Taxes

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>❖ Security Transaction Tax</li> <li>❖ Transaction charges</li> <li>❖ Service Tax</li> <li>❖ Commodity Transaction Tax</li> <li>❖ Clearing member charges</li> </ul> | <ul style="list-style-type: none"> <li>❖ Stamp Duty</li> <li>❖ Education and Higher education Cess</li> <li>❖ SEBI Turnover charges</li> <li>❖ CGST, SGST, IGST</li> <li>❖ Any other levies</li> </ul> |
|--|--|

1. Account opening charges of Rs. 500/-
2. Call and Trade Charges, Rs. 3/- per Trade, per Leg, Plus GST and applicable other charges.
3. Depository participant charges as per Rate card of DP.
4. Pay in charges : Atom PG Transfers as per actuals.
5. Cheque Bounce Charges and other Bank charges are as per actual.

Delivery :

- A part from the brokerage, all the incidental expenses arising, vault charges and other charges for taking delivery will be borne by the delivery taking client.

Terms and conditions can be subject to change. Any other levies imposed by the Government from time to time will also be applicable.

Client Signature :  (8) \_\_\_\_\_

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

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

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

(The authorization shall be signed by the client only and not by any person authorized on his behalf)

## **RUNNING ACCOUNT AUTHORIZATION LETTER**

(The Client may, if he deems fit, execute this authorization)

To

**Bullion Fox Commodity Pvt. Ltd.,**  
No. 6, Brindavan Road, 3rd floor, Raj Bhavan  
Fairlands, Salem - 636 016.


Dear Sirs,

**Sub : Authorization for Running Account Maintenance of my /our trading account.**

I/ We having read the Risk Disclosure Document and the Rights and Obligations of clients governing our relationship, I/We hereby declare and authorize you as under:

1. You can maintain my/our trading account on a running account basis and adjust any commodities/securities and / or amounts receivable from me/us against any credits standing into my/our account or from my/our forthcoming payouts payable by me/us to Bullion Fox Commodity Pvt. Ltd.,
2. I/We request you to keep my/our commodities/securities, margins and/or funds with you to meet my/our pay in obligations in the succeeding settlements in the commodity segments.
3. I/We hereby give my/our consent to you to maintain my/our account on a Running Account basis instead of a settlement-to-settlement basis. The commodities/securities lying with you should be margin deposits from me/us.
4. I / We is aware that, I / We have any outstanding obligations on the settlement date, the stock broker may retain the requisite securities / funds towards such obligations and may also retain the funds expected to be required to meet margin obligations for next 5 trading days, calculated in the manner specified by exchanges.
5. I / We authorize Bullion fox commodity Pvt. Ltd., that as per the Exchange / SEBI requirements, they could settle accounts of clients are subject to the conditions laid down by SEBI / Exchanges from time to time. I / We request to Bullion fox commodity Pvt. Ltd., that, I / We opt for quarterly settlement  Monthly settlement
6. I/We declare that this authorisation is revocable at my/our options at any time and I/We shall arrange to give prior notice of such revocation in writing to Bullion Fox Commodity Pvt. Ltd., duly signed by me/us. Provided, however, that the revocation shall not so operate as to preclude or deny execution of transactions as are required for the purpose of fulfilling all obligations (towards settlement, delivery, margin or otherwise), arising out of transactions executed for and on behalf of me/us on the commodity exchanges prior to the time of receipt of such revocation by you.
7. I/We agree that in case, I/we desire to take any pay outs from my/our trading account, I/We will intimate about the same and accordingly Bullion Fox Commodity Pvt. Ltd., shall upon due scrutiny of my/our account and up on adherence to its policy/procedure, shall release eligible amount to me/us.
8. I/We agree that this authorisation shall have an equal binding effect to the successors, executors and assigns of Bullion Fox Commodity Pvt. Ltd.,
9. I/We hereby authorize you to transfer/adjust all the additional funds/securities lying in my/our ledger account after meeting my obligations/dues, to the collateral account to avail exposure or keep all funds/securities in your margin account with you to meet my margin obligations or keep the same with any exchange and/or with clearing member in the form of fixed deposit or any other form to avail exposure/meet margin requirements. I/We understand that there would not be any interest commission payable to me/us in the event of above arrangement. This arrangement would be without any consideration or the fund/securities so moved will not bear any interest / fees/ charges. duly signed by me/us. Provided, however, that the revocation shall not so operate as to preclude or deny execution of transactions as are required for the purpose of fulfilling all obligations (towards settlement, delivery, margin or otherwise), arising out of transactions executed for and on behalf of me/us on the commodity exchanges prior to the time of receipt of such revocation by you. (The Client may, if he deems fit, execute this authorization)

Yours faithfully,

Signature :  9 \_\_\_\_\_  
Client's Name : \_\_\_\_\_  
Place : \_\_\_\_\_  
Date : \_\_\_\_\_

(The authorization shall be signed by the client only and not by any person authorized on his behalf)

**ELECTRONIC CONTRACT NOTE (ECN) DECLARATION (VOLUNTARY)**

**Appendix A**

**BullionFox Commodity Pvt. Ltd.,**

No. 6, Brindavan Road,  
3rd floor, Raj Bhavan  
Fairlands, Salem - 636 016.

Member ID : 55230  
SEBI Reg. No. INZ000076836

Dear Sir,

I, \_\_\_\_\_ a client with Member M/s. BullionFox Commodity Pvt. Ltd.,  
of Multi Commodity Exchange of India Ltd., undertake as follows :

I am aware that the Member has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.

I am aware that the Member has to provide electronic contract note for my convenience on my request only.

Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.

I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations. My email id is\* \_\_\_\_\_ . This has been created by me and not by someone else.

I am aware that this declaration form should be in English or in any other language known to me.

I am aware that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above e-mail ID.

If I change the email ID, I will intimate the same to the member.

The above declaration and the guidelines on ECN given in the Annexure have 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 email id must be written in Own handwriting of the client.)

Client Name : .....

Unique Client code : .....

PAN : .....

Address : .....

Signature of the Client

Verification of the client signature done by,

 (10)

Name of the designated officer of the Member

Signature

Date :

Place :

## ANTI MONEY LAUNDERING AWARENESS - EDUCATING CLIENTS ABOUT AML PROVISIONS

**This is must be read / understood and to be complied by everybody dealing / desirous in dealing in Commodities Market.**

1. Prevention of Money Laundering Act, 2002 (PMLA) is enacted to prevent the financing of terrorism and to prevent laundering of money i.e. to prevent legalizing or officializing or canalizing the money generated from illegal activities like drug trafficking, organized crimes, hawala rackets and other serious crimes etc.
2. PMLA is a part of the Global measures being taken by all the countries **under the initiatives of United Nations.**
3. It is an obligation of individual/entities to whom PMLA is applicable, to report certain kind of transactions routed through them to Financial Intelligence Unit (FIU), a department specially set up to administer PMLA under the Ministry of Finance.
4. PMLA is, inter-alia, applicable to various intermediaries which includes stock brokers, commodity brokers, sub-brokers, authorised person and depository participant etc.
5. As per PMLA the following type of transactions are to be reported to FIU: -
  - (A). All cash transactions of the value of more than ₹ 10 Lacs or its equivalent in foreign currency. (B). All series of cash transactions integrally connected to each other which have been valued below ₹ 10 Lacs or its equivalent in foreign currency where such series of transactions takes place within one calendar month. (C). All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into any non monetary accounts such as demat account.
6. Any such above transaction(s), though not executed but attempted and failed are also required to be reported
7. The suspicious transaction(s) can be related to the transaction(s) under the circumstances such as: -
  - (A). Client(s) whose identity verification seems difficult or client(s) that appear not to co-operate; (B). Asset management services for client(s) where the source of the funds is not clear or not in keeping with client(s) apparent standing / business activity ; (C). Client(s) based in high risk jurisdictions ; (D). Substantial increases in business without apparent cause; (E). Client(s) transferring large sum of money to or from overseas locations with instructions for payment in cash ; (F). Attempted transfer of investment proceeds to apparently unrelated third parties ; (G). Business undertaken by offshore banks/financial services; (H). Businesses reported to be in the nature of export/import of small items; (I). Unusual transactions by Clients of Special Categories (CSCs).
8. Clients of Special Categories includes: -
  - (A). Non-resident client; (B). High net-worth client (having annual income + net worth of more than ₹ 1 Crore) ; (C). Trust, Charities NGOs and organizations receiving donations; (D). Company having close family shareholdings or beneficial ownership; (E). Civil S ervant or family member or close relative of civiservant; (F). Bureaucrat or family member or close relative of bureaucrat; (G). Current or Former MP or MLA or MLC or their family member or close relative; (H). Politician or their family member or close relative; (I). Current or Former Head of State or of Governments or their family member or close relative; (J). Senior government/judiciall military officers or their family member or close relative; (K). Senior executives of state-owned corporations or their family member or close relative; (L). Companies offering foreign exchange offerings.
9. While opening the new account all the prescribed procedures of KYC and Client Identifications should strictly be followed in the context of ensuring the compliance under PMLA.
10. All the record of transaction(s) and client identifications must be preserved in a manner which can be retrieved promptly and reported to the authorities in the specified format as and when required.
11. The Clients are advised to be fully conversant with the provisions of PMLA and any amendments thereto from time to time and to co-operate with intermediaries by providing the additional information(s)/document(s), if asked for, to ensure the compliance requirements under PMLA.
12. The Client are advised to provide certain information which may be of personal nature or has hitherto never been called for such information can include documents evidencing source of funds/income tax returns / bank records etc. You are advised to co-operate with us whenever such information is sought for from PMLA perspective.
13. The Clients are advised to be vigilant and to refrain from temptation of easy monetary gains, by knowingly or unknowingly supporting the people who are involved in the activities which are endangering freedom and causing damage to the nation. The Clients are supposed to provide their active co-operation in the due compliance of the law.
14. Please visit the website of Financial Intelligence Unit ([www.fiuindia.gov.in](http://www.fiuindia.gov.in)) for any further information on the subject.

**Bullion Fox Commodity Pvt. Ltd.,  
MOBILE TRADING ENABLE REQUEST FORM**

From :

Date: ...../...../.....

To

Bullion Fox Commodity Pvt. Ltd.,  
No. 6, Brindavan Road,  
3rd Floor of Raj Bhavan,  
Above of HDFC Bank,  
South Block, Fairlands, Salem - 636 016.

**SUB : Mobile Trading Enable Request**

Dear Sir / Madam

I / We hereby request you to kindly enable mobile trading facility to my trading account \_\_\_\_\_  
\_\_\_\_\_ having with you. Also I / We hereby authorize you to deduct Rs. 400/- (Four hundred  
only) per month from my / our Trading Account mentioned above towards mobile trading application.

Any increase in the monthly payment for mobile trading application will be intimated to clients.

- ❖ The above said amount is exclusive of Service Tax. Service Tax may vary time to time based on government policy.
- ❖ Charges will be deducted from trading account very month. Mobile trading facility will be deactivated automatically in case of fund shortage in trading account.
- ❖ Apart from the above charges, any other software upgrading charges if any will be charged to client trading account after intimating by E-mail.
- ❖ Charges are Non refundable.

 (11)

Client Signature with Date

Remarks if any



## ACKNOWLEDGEMENT LETTER

To

Bullion Fox Commodity Pvt. Ltd.,  
No. 6, Brindavan Road,  
3rd Floor of Raj Bhavan,  
Above of HDFC Bank,  
South Block, Fairlands, Salem - 636 016.

Dear Sirs,

1. I/We are Aware that RMS(Risk Management System) is in Auto Square-Off mode and BullionFox Commodity Private Ltd., will NOT be responsible for any Losses incurred as a result of uncertain or unexpected market fluctuations, any Technical failure, Network connectivity failure and any other Operational Events happening which are beyond the control of BullionFox Commodity Pvt Ltd.
2. I/We are Aware that, I/We will not exceed the open position limits prescribed from time to time by MCX, Moreover I/We undertake to inform you and keep you informed if I, any of our partner, directors, karta, trustee, or any of the partnership firms, companies, HUFs, Trusts, in which I or any of above such persons is a partner director karta trustee takes or holds any position in derivative on MCX, through you or through any other member(s) of MCX to enable you to restrict our position limit as prescribed by the referred circulars of MCX or any directions in this regard by MCX as modified from time to time.
3. I / We are aware that, any payin by cheque / Fund Transfer, in favour of BullionFox Commodity Private Limited client account only and cheque / fund transfer should be from Bank account declared by me/us in KYC.
4. I / We hereby acknowledge that I / We read and understood and in the receipt of duly executed soft copy of all Documents KYC, RIGHTS & OBLIGATION, RDD, GUIDANCE NOTE, POLICIES & PROCEDURES do's and dont's etc.. and all other documents as executed by me / us. I / We acknowledge that the other details related to my / our account are as under.

Trading Code (UCC) : \_\_\_\_\_

My email id : \_\_\_\_\_

 12

(Signature of Client)

**VOLUNTARY DOCUMENT**  
**MOBILE Number DECLARATION**

I, ..... having PAN No. .... do hereby declare that my Mobile No. Is +91  Further, I authorize **Bullion Fox Commodity Pvt. Ltd.**, that the same may be used for giving me any information / alert / sms / call.

I further declare the above mentioned statement is true and correct.

 (13)

(Signature of Client)

Name : ..... having PAN No. ....

Address : .....

Verified by (to be done by **Bullion Fox Commodity Pvt. Ltd.**,)

Signature. ....

**CLIENT DEFAULTER DECLARATION**

Dated : .....

I, ..... having PAN No. .... do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my Name is not appearing in defaulter database as per SEBI / Various Exchanges / Regulatory bodies / CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration / statement is true and correct

 (14)


(Signature of Client)

Name : ..... Client Code : .....

[Note : To be signed by person himself / herself not to be signed by his / her attorney / authorised person etc.]

**PMLA POLICY DECLARATION**

I / We ..... having the trading account No. .... with **Bullion Fox Commodity Pvt. Ltd.**, confirm and declare that I / We had read and understood the contents and the provisions of the PMLA Act, 2002 and it was also explained by **Bullion Fox Commodity Pvt. Ltd.**, official. I / We further declare that I / We shall adhere to the rules and regulations and requirements mentioned in the PMLA Act, 2002.

Yours faithfully,  (15)

Signatory : \_\_\_\_\_

Name of the Client : \_\_\_\_\_

## FACTA - CRS Declaration & Supplementary KYC Information

### Declaration Form for Individuals

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

#### About FACTA & CRS :

- India has joined the Multilateral Competent Authority Agreement (MCAA) on Automatic Exchange of financial Account Information (AEOI) on June 3, 2015 and has agreed to certain global standards on automatic exchange of information, known as Common Reporting Standards (CRS). Further, the Government of India (GOI) signed an Inter-Governmental Agreement (IGA) with United States of America (USA) on July 9, 2015 to improve international tax compliance and to implement Foreign Account Tax Compliance Act (FATCA) in India.
- To implement the CRS on AEOI and also the IGA with USA, the GOI has made necessary amendments in Section 285BA of the Income-tax Act, 1961 and notified Rules 114F to 114H in the Income-tax Rules, 1962 vide amendment dated August 7, 2015. These Rules are available on <http://www.incometaxindia.gov.in>.
- SEBI has issued a circular dated August 26, 2015 advising all registered intermediaries to implement FATCA and CRS as per above mentioned Rules.

We do understand that the information mentioned above is technical in nature and hence we advise you to consult your financial or tax advisor for more details.

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

Category	Client
Name	
Maiden Name [if any]	
Father's Name [mandatory if PAN not provided]	
Spouse's Name	
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other <input type="checkbox"/> Transgender
Nationality	<input type="checkbox"/> Indian <input type="checkbox"/> Other _____ (Please specify the name of country)
Occupation Type	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>Service [pls specify]</b>  <input type="checkbox"/> Private Sector  <input type="checkbox"/> Public Sector  <input type="checkbox"/> Govt. Sector  <input type="checkbox"/> <b>Business</b>  <input type="checkbox"/> <b>Others [pls specify]</b>  <input type="checkbox"/> Professional  <input type="checkbox"/> Self Employed  <input type="checkbox"/> Retired  <input type="checkbox"/> Housewife  <input type="checkbox"/> Student  <input type="checkbox"/> <b>Not Categorized</b> </div> <div style="width: 45%;"> <input type="checkbox"/> Below 1 Lakh  <input type="checkbox"/> 5-10 Lacs  <input type="checkbox"/> 25 Lacs - 1 Cr  <input type="checkbox"/> 1-5 Lacs  <input type="checkbox"/> 10-25 Lacs  <input type="checkbox"/> &gt; 1 Crore             Net Worth in INR. in Lacs _____            (Optional)             Net Worth Date (dd / mm / yyyy)            [Optional]         </div> </div>
PAN	
Place / City of Birth	
Country Birth	
Marital Status	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Others

Address Type [for address mentioned in the account opening form]

- Residential or Business  
 Residential  
 Business

- Registered Office  
 Unspecified

Politically Exposed Person [PEP]

- Yes  Related to PEP  
 Not Applicable

Is your Country of Tax Residency other than India -  Yes  No

If 'Yes' Please specify the details of all countries where you hold tax residency and its Tax Identification Number & Type

S.No.	Country of Tax Residency #	Tax Payer Identification Number / Functional Equivalent	Identification Type
1			
2			
3			

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

#### Declaration and Undertakings :

The Customer / account holder certifies that :

- The information provided in the Form is in accordance with Section 285BA of the Income Tax Act, 1961 read with Rules 114F to 114H of the Income-tax Rules, 1962.
- The information provided by me / us in the Form, its supporting Annexures as well as in the documentary evidence provided by me / us are, to the best of our knowledge and belief, true, correct and complete and that I /we have not withheld any material information that may affect the assessment / categorization of the account as a Reportable account or otherwise.
- I/We permit / authorise the Company to collect, store, communicate and process information relating to the Account and all transactions therein, by the Company 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 compliance with any law or regulation whether domestic or foreign.
- I / We undertake the responsibility to declare and disclose within 30 days from the date of change, any changes that may take place in the information provided in the Form, its supporting Annexures as well as in the documentary evidence provided by us or if any certification becomes incorrect and to provide fresh self certification alongwith documentary evidence.
- I / We also agree that our failure to disclose any material fact known to us, now or in future, may invalidate our application and the Company would be within its right to put restrictions in the operations of my / our account or close it or report to any regulator and / or any authority designated by the Government of India (GOI) / Reserve Bank of India for the purpose or take any other action as may be deemed appropriate by the Company if the deficiency is not remedied by us within the stipulated period.
- I / We hereby accept and acknowledge that the Company shall have the right and authority to carry out investigation from the information available in public domain for confirming the information provided by me / us to the Company.
- It shall be my responsibility / our responsibilities to educate myself / ourselves and to comply at all times with all relevant laws relating to reporting under Section 285BA of the Act read with the Rules thereunder.
- I / We also agree to furnish such information and / or documents as the Company may require from time to time on account of any change in law either in India or abroad in the subject matter herein.
- I / We shall indemnify the Company for any loss that may arise to the Company on account of providing incorrect or incomplete information.

 (16)

(Signature of Client)

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

Date: \_\_\_\_\_ Place : \_\_\_\_\_ -

**CHECKLIST FOR INDIVIDUALS****(FOR OFFICE USE ONLY)****DOCUMENT RELATED**

- Application form filled in CAPITAL LETTERS
- All Corrections / Overwriting on the application form duly authenticated by All applicants
- Acquiring sales team details (Agent Code, SM Code etc.,) captured on the application form
- All Documents are SELF ATTESTED by the Customer / Customer's Guardian (In Case of Minor)
- All Documents are VERIFIED WITH ORIGINALS, stamp is affixed and duly signed by RM

**KYC RELATED**

- Type of Account, Occupation, Personal and Financial Details compulsorily filled
- Contacts details - Telephone Number and E-Mail ID are filled
- Photo affixed on the application matches with the identity proof
- Date of Birth on Identity proof matches with the application form
- Address on the application matches with that of the identity proof
- KYC certification done by relationship manager

**BANK ACCOUNT RELATED**

- Bank Account details are properly filled (including MICR Code)
- Bank Account details match with the account number in the cheque leaf
- Bank Account, Name, Type of A/c. Branch address details are properly captured
- IFSC Code details are properly captured

**SIGNATURE RELATED**

- Signature across applicant's photo
- Signature on the application matches with signature on identity proof
- All Pages of the agreements are duly signed / initiated wherever required
- Witness signature, full name and complete address are filled

**BROKERAGE / FEES RELATED**

- Brokerage plan signed by applicant
- Subscription plan signed by Client (as applicable)

**PROOF OF IDENTITY (ANY ONE)**

- Pan Card (Mandatory)  Passport (within expiry date)
- Driving License (With in expiry Date)  Voter ID  UID (Aadhaar)

**PROOF OF RESIDENCE (ANY ONE)**

- Aadhaar Card (Mandatory)  Ration Card  Passport  Driving License  Voter ID
- Telephone Bill  Electricity Bill  Bank Pass Book  Latest Bank  Statement  Others

**BANK PROOF (ANY ONE)**

- Pre Printed Cheque leaf  Pass Book  Latest Bank Statement \_\_\_\_\_

**Checklist Verified By**

Name of the Sales Manager :

Emp. Code of the Sales Manager :

Signature of the Sales Manager :