



# Client Registration Form

Commodity



*NYCE Commodities & Derivatives Ltd.*

Member : Multi Commodity Exchange of India Ltd. (MCX)

Branch Name : .....

Client Name : .....

Date of Registration : .....

Recommended by : .....



## *NYCE Commodities & Derivatives Ltd.*

**CIN : U74900HR1997PLC058202**

**Member : Multi Commodity Exchange of India Ltd. (MCX)**

**SEBI Regn. No.: INZ000035236**

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**Registered Office :** 115, JMD Megapolis,  
Sector-48, Gurugram-122018 (Haryana)

**Phone :** +91-124-2213333, 2219999, 4994400 • **Fax :** +91-124-4994400

**E-mail :** support@nyceindia.com

**Website :** www.nyceindia.com

### **CEO**

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### **Compliance Officer**

**MR. HARSH VARDHAN GOYAL**  
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Email : hvgoyal@nyceindia.com

For any grievance/dispute please contact **NYCE Commodities & Derivatives Ltd.** at the above address or email id-support@nyceindia.com and Phone No. +91-124-4994400. In case not satisfied with the response, please contact the concerned exchange(s) at (MCX) grievance@mcxindia.com and Phone No. +91-22-67318888.

You can also lodge your grievance with SEBI at <http://scores.gov.in>. for any queries. Feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

### A. IMPORTANT POINTS:

1. Self attested copy of PAN card and AADHAAR card are mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA/FIPB & other statutory guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted alongwith other statutory approvals required for investment in commodities.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

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

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

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

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

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

### D. Exemptions/clarifications to PAN

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

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

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

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

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

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

**G. Proof of Financial Details - illustrative list :**

Copy of ITR Acknowledgement	Copy of Annual Accounts
In case of salary income - Salary Slip, Copy of Form 16	Net Worth Certificate
Copy of Demat Account Holding Statement	Bank Account Statement for last 6 months
Any other relevant documents substantiating ownership of assets	Self declaration with relevant supporting documents.

## INDEX OF DOCUMENTS

### MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	KYC / Account Opening Form	KYC Form - Document captures the basic information about the constituent and an instruction/check list.	1-10
2.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	11-13
3.	Rights and Obligations of Members, Authorized Persons and Clients.	Document stating the Rights & Obligations of member, Authorized Person and client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading).	14-20
4.	Guidance Note-Do's and Don'ts for the clients	Guidance Note for dealing in commodities market.	21-22
5.	Tariff Sheet	Document detailing the rate/amount of brokerage and other charged levied on the client for trading on the Commodity Exchange(s).	23
6.	Disclosure Information	Pro-Account Disclosure Information	23

### NON-MANDATORY DOCUMENTS AS PROVIDED BY THE MEMBER

S.No.	Name of the Document	Brief Significance of the Document	Page No.
1.	Running Account Authorisation	Running Account Authorisation	24
2.	Appendix - A Electronic Contact Note (ECN)	Document to authorize to send all contract note/bills, statement of account/ ledger in digital/electronic form on designated email id by client.	25
3.	Letter of Authority	To enable the trading member to act upon the clause mentioned in the letter of authority.	26
4.	For Registration and Verification of Mobile No. and E-mail Address	SMS & E-mail alerts to the clients given by the Exchanges.	27
5.	Request for Trading in Commodity Forward Contracts/ Commodity Derivatives on all Exchanges	Documents detailing the rules regarding the Net open permission permitted in any Commodity.	28
6.	Adjustment in Different Exchanges / Accounts	Declaration for Adjustment of Balance in Different Exchanges and for being abide by the Rules, Bye-laws, regulations and Circulars of the Exchanges.	28
7.	Client Defaulter Declaration	Declaration for being not involved in any Terrorist activity and not declared and Defaulter by SEBI/Various Exchanges/Regulatory Body/CIBIL etc.	29
8.	Declaration for Name Mismatch	For authorizing the payout as per the enclosed Bank proof.	29
9.	Retention of Additional Funds	Retention of Additional Funds	29
10.	Declaration, Indemnity cum Undertaking	Declaration, Indemnity cum Undertaking for Name Discrepancy in PAN Card, Bank Proof & Address Proof	30
11.	Addendum to the Client Registration Form/ Key Information	Information regarding prevention of money laundering	31
12.	FATCA & CRS Declaration	FATCA & CRS Declaration for Individual & Non-Individual	32-34
13.	Declaration by Karta & All the Co-Parceners	Declaration by Karta & all the Co-Parceners of HUF.	35

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

**Important Instructions:**

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



**For office use only** (To be filled by financial institution)

Application Type\*  New  Update

KYC Number  (Mandatory for KYC update request)

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

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

Prefix  First Name  Middle Name  Last Name

Name\* (Same as ID proof)

Maiden Name (If any\*)

Father / Spouse Name\*

Mother Name\*

Date of Birth\*  DD -  MM -  YY  YY

Gender\*  M- Male  F- Female  T-Transgender

Marital Status\*  Married  Unmarried  Others

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

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

Occupation Type\*  S-Service ( Private Sector  Public Sector  Government Sector)  O-Others ( Professional  Self Employed  Retired  Housewife  Student)  B-Business  X- Not Categorised

**PHOTO**

Signature / Thumb Impression

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

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

ISO 3166 Country Code of Jurisdiction of Residence\*

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

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

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

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

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

B- Voter ID Card

C- PAN Card

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

E- UID (Aadhaar)

F- NREGA Job Card

Z- Others (any document notified by the central government)  Identification Number

S- Simplified Measures Account - Document Type code  Identification Number

**4. PROOF OF ADDRESS (PoA)\***

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

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

Address Type\*  Residential / Business  Residential  Business  Registered Office  Unspecified

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

Simplified Measures Account - Document Type code

**Address**

Line 1\*

Line 2

Line 3  City / Town / Village\*

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

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

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

Line 1\*

Line 2

Line 3  City / Town / Village\*

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

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

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

Line 1\*

Line 2

Line 3  City / Town / Village\*

State\*  ZIP / Post Code\*  ISO 3166 Country Code\*

**5. CONTACT DETAILS** (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction **F** at the end)

Tel. (Off) - Tel. (Res) - Mobile -

FAX - Email ID

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

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

Related Person Type\*  Guardian of Minor  Assignee  Authorized Representative

Name\* Prefix  First Name  Middle Name  Last Name

(If KYC number and name are provided, below details of section 6 are optional)

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

A- Passport Number  Passport Expiry Date

B- Voter ID Card

C- PAN Card

D- Driving Licence  Driving Licence Expiry Date

E- UID (Aadhaar)

F- NREGA Job Card

Z- Others (any document notified by the central government)  Identification Number

S- Simplified Measures Account - Document Type code  Identification Number

**7. REMARKS (If any)**

**8. APPLICANT DECLARATION**

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Date : -- Place :

 (1) [Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

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

Documents Received  Certified Copies  IPV Done

**KYC VERIFICATION & IN-PERSON VERIFICATION CARRIED OUT BY**

Date  Place

Emp. Name

Emp. Code

Emp. Designation

Emp. Branch

[Employee Signature]

**INSTITUTION DETAILS**

Name **NYCE Commodities & Derivatives Ltd.**

Code

[Institution Stamp]

## ANNEXURE 1 (PART - I)

## KNOW YOUR CLIENT (KYC) Application Form - For Individuals

 NEW  CHANGE REQUEST (Please tick ✓ the appropriate)

Please fill this form in ENGLISH and in BLOCK LETTERS

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

Acknowledgement No.

## IDENTITY DETAILS

1. Name of the Applicant \_\_\_\_\_
2. Father's / Spouse Name \_\_\_\_\_
- 3a. Gender  Male  Female 3b. Marital status  Single  Married 3c. Date of Birth
- 4a. Nationality  Indian  Other (Please specify) \_\_\_\_\_
- 4b. Status  Resident Individual  Non Resident  Foreign National
- 5a. Permanent Account Number (PAN)
- 5b. Unique Identification Number (UID) / Aadhaar, if any: \_\_\_\_\_
6. Specify Proof of Identity submitted  PAN card  Other (Please specify) \_\_\_\_\_

## PHOTOGRAPH

Please affix  
your recent passport  
size photograph and  
sign across it

## ADDRESS DETAILS

1. Residence / Correspondence Address \_\_\_\_\_  
\_\_\_\_\_  
City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_
2. Specify the Proof of Address submitted for Residence / Correspondence Address: \_\_\_\_\_
3. Contact Details  
Tel. (Off.) \_\_\_\_\_ Fax \_\_\_\_\_  
Tel. (Res.) \_\_\_\_\_ Mobile No \_\_\_\_\_  
E-Mail Id. \_\_\_\_\_
4. Permanent Address (If different from above or overseas address, mandatory for Non-Resident Applicant)  
\_\_\_\_\_  
\_\_\_\_\_  
City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_  
State \_\_\_\_\_ Country \_\_\_\_\_
5. Specify the Proof of Address submitted for Permanent Address: \_\_\_\_\_

## DECLARATION

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

Date      
 (2)

Signature of the Applicant

## FOR OFFICE USE ONLY

## In Person Verification (IPV) Details:

Name of the person who has done the IPV: \_\_\_\_\_

Designation: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Name of the Organization: **NYCE Commodities & Derivatives Ltd.**Date of IPV:       Signature of the person who has done the IPV \_\_\_\_\_

Seal/Stamp of the Intermediary

 Originals Verified & Self Attested Document copies receivedDate       Place : \_\_\_\_\_

Signature of the Authorised Signatory



## INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

**A. IMPORTANT POINTS:**

- Self attested copy of PAN card is mandatory for all clients.
- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- If any proof of identity or address is in a foreign language, then translation into English is required.
- Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- If correspondence & permanent address are different, then proofs for both have to be submitted.
- Sole proprietor must make the application in his individual name & capacity.
- For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
- In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- 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.
- 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:**

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

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

- Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale

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

Types of entity	Documentary Requirements
<b>Corporate</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).</li> <li>Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations.</li> <li>Photograph, POI, POA, PAN of individual promoters holding control-either directly or indirectly.</li> <li>Copies of the Memorandum and Articles of Association and certificate of incorporation.</li> <li>Copy of the Board Resolution for investment in securities market.</li> <li>Authorised signatories list with specimen signatures.</li> </ul>
<b>Partnership Firm</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Certificate of registration (for registered partnership firms only).</li> <li>Copy of partnership deed.</li> <li>Authorised signatories list with specimen signatures.</li> <li>Photograph, POI, POA, PAN of Partners.</li> </ul>
<b>Trust</b>	<ul style="list-style-type: none"> <li>Copy of the balance sheets for the last 2 financial years (to be submitted every year).</li> <li>Certificate of registration (for registered trust only). Copy of Trust deed.</li> <li>List of trustees certified by managing trustees/CA.</li> <li>Photograph, POI, POA, PAN of Trustees.</li> </ul>
<b>HUF</b>	<ul style="list-style-type: none"> <li>PAN of HUF.</li> <li>Deed of declaration of HUF/ List of coparceners.</li> <li>Bank pass-book/bank statement in the name of HUF.</li> <li>Photograph, POI, POA, PAN of Karta.</li> </ul>
<b>Unincorporated association or a body of individuals</b>	<ul style="list-style-type: none"> <li>Proof of Existence/Constitution document.</li> <li>Resolution of the managing body &amp; Power of Attorney granted to transact business on its behalf.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
<b>Banks/Institutional Investors</b>	<ul style="list-style-type: none"> <li>Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
<b>Foreign Institutional Investors (FII)</b>	<ul style="list-style-type: none"> <li>Copy of SEBI registration certificate.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
<b>Army/Government Bodies</b>	<ul style="list-style-type: none"> <li>Self-certification on letterhead.</li> <li>Authorized signatories list with specimen signatures.</li> </ul>
<b>Registered Society</b>	<ul style="list-style-type: none"> <li>Copy of Registration Certificate under Societies Registration Act.</li> <li>List of Managing Committee members.</li> <li>Committee resolution for persons authorised to act as authorised signatories with specimen signatures.</li> <li>True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.</li> </ul>

- Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
- Bank Account Statement/Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- 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.
- 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.
- 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.
- The proof of address in the name of the spouse may be accepted.

**D. Exemptions/clarifications to PAN****(\*Sufficient documentary evidence in support of such claims to be collected.)**

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

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

- 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).
- In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

## ANNEXURE 1 (PART - I)

## KNOW YOUR CLIENT (KYC) Application Form - For Non Individuals

 NEW  CHANGE REQUEST (Please tick ✓ the appropriate)

Please fill this form in ENGLISH and in BLOCK LETTERS

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

Acknowledgement No.

## IDENTITY DETAILS

1. Name of the Applicant \_\_\_\_\_
- 2a. Date of Incorporation       2b. Place of Incorporation \_\_\_\_\_
3. Date of commencement of business
- 4a. Permanent Account Number (PAN)
- 4b. Registration No. (e.g. CIN) \_\_\_\_\_
5. Status (Please tick any one)
- |  |   |  |  |                                  |                                    |
|--|---|--|--|----------------------------------|------------------------------------|
| <input type="checkbox"/> Private Limited Co. | <input type="checkbox"/> Public Ltd. Co.        | <input type="checkbox"/> Body Corporate        | <input type="checkbox"/> Partnership             | <input type="checkbox"/> Trust   | <input type="checkbox"/> Charities |
| <input type="checkbox"/> NGO's               | <input type="checkbox"/> FI                     | <input type="checkbox"/> FII                   | <input type="checkbox"/> HUF                     | <input type="checkbox"/> AOP     | <input type="checkbox"/> Bank      |
| <input type="checkbox"/> Government Body     | <input type="checkbox"/> Non-Govt. Organization | <input type="checkbox"/> Defense Establishment | <input type="checkbox"/> BOI                     | <input type="checkbox"/> Society | <input type="checkbox"/> LLP       |
| <input type="checkbox"/> FPI - Category I    | <input type="checkbox"/> FPI - Category II      | <input type="checkbox"/> FPI - Category III    | <input type="checkbox"/> Others (Please specify) |                                  |                                    |

## ADDRESS DETAILS

1. Address for Correspondence \_\_\_\_\_
- City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_
- State \_\_\_\_\_ Country \_\_\_\_\_
2. Specify the Proof of Address submitted for Correspondence Address: \_\_\_\_\_
3. Contact Details
- Tel. (Off.) \_\_\_\_\_ Fax \_\_\_\_\_
- Tel. (Res.) \_\_\_\_\_ Mobile No \_\_\_\_\_
- E-Mail Id. \_\_\_\_\_
4. Registered Address (If different from above) \_\_\_\_\_
- City / Town / Village \_\_\_\_\_ Pin Code \_\_\_\_\_
- State \_\_\_\_\_ Country \_\_\_\_\_
5. Specify the Proof of Address submitted for Registered Address: \_\_\_\_\_

## OTHER DETAILS If space is insufficient, enclosed these details separately (illustrative format enclosed)

1. Name, PAN, Residential Address and photographs of Promoters/Partners/Karta/Trustees and whole time directors : \_\_\_\_\_
- 2a. DIN of Whole time directors : \_\_\_\_\_
- 2b. AADHAAR number of Promoters/Partners/Karta : \_\_\_\_\_

## DECLARATION

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

Date       (3)

Name &amp; Signature of the Authorised Signatory(ies)

## FOR OFFICE USE ONLY

## In Person Verification (IPV) Details:

Name of the person who has done the IPV: \_\_\_\_\_

Designation: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Name of the Organization: **NYCE Commodities & Derivatives Ltd.**Date of IPV:       \_\_\_\_\_ Signature of the person who has done the IPV

Seal/Stamp of the Intermediary

 Originals Verified & Self Attested Document copies receivedDate       Place : \_\_\_\_\_

Signature of the Authorised Signatory

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

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN 

--	--	--	--	--	--	--	--	--	--

 3b. DIN 

--	--	--	--	--	--	--	--	--	--

3c. Aadhaar (UID) Number \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
 \_\_\_\_\_ City / Town / Village \_\_\_\_\_  
 Pin Code \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

5. Tel. / Mobile No. \_\_\_\_\_  PEP  Related to a PEP

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN 

--	--	--	--	--	--	--	--	--	--

 3b. DIN 

--	--	--	--	--	--	--	--	--	--

3c. Aadhaar (UID) Number \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
 \_\_\_\_\_ City / Town / Village \_\_\_\_\_  
 Pin Code \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

5. Tel. / Mobile No. \_\_\_\_\_  PEP  Related to a PEP

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN 

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 3b. DIN 

--	--	--	--	--	--	--	--	--	--

3c. Aadhaar (UID) Number \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
 \_\_\_\_\_ City / Town / Village \_\_\_\_\_  
 Pin Code \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

5. Tel. / Mobile No. \_\_\_\_\_  PEP  Related to a PEP

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN 

--	--	--	--	--	--	--	--	--	--

 3b. DIN 

--	--	--	--	--	--	--	--	--	--

3c. Aadhaar (UID) Number \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
 \_\_\_\_\_ City / Town / Village \_\_\_\_\_  
 Pin Code \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

5. Tel. / Mobile No. \_\_\_\_\_  PEP  Related to a PEP

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

1. Name \_\_\_\_\_

2. Relationship with Applicant (i.e. promoters, whole time directors etc.) \_\_\_\_\_

3a. PAN 

--	--	--	--	--	--	--	--	--	--

 3b. DIN 

--	--	--	--	--	--	--	--	--	--

3c. Aadhaar (UID) Number \_\_\_\_\_

4. Residential/ Registered Address \_\_\_\_\_  
 \_\_\_\_\_ City / Town / Village \_\_\_\_\_  
 Pin Code \_\_\_\_\_ State \_\_\_\_\_ Country \_\_\_\_\_

5. Tel. / Mobile No. \_\_\_\_\_  PEP  Related to a PEP

**PHOTOGRAPH**

Please affix your recent passport size photograph and sign across it

\_\_\_\_\_  
 Name & Signature of the Authorised Signatory (ies)

Date : 

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**ANNEXURE 1 (PART - II)**

**MANDATORY**


**TRADING ACCOUNT RELATED DETAILS**

**NYCE Commodities & Derivatives Ltd.**

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

**FOR INDIVIDUALS & NON-INDIVIDUALS**

**PHOTOGRAPH**



Please affix  
Authorized  
Signatories recent  
passport size  
photograph and  
sign across it.

**A. OTHER DETAILS**

Gross Annual Income Details (please specify)	Income Range per annum : <input type="checkbox"/> Below Rs. 1 Lac <input type="checkbox"/> Rs. 1 Lac to 5 Lac <input type="checkbox"/> Rs. 5 Lac to 10 Lac <input type="checkbox"/> Rs. 10 Lac to 25 Lac <input type="checkbox"/> Rs. 25 Lac to 1 Crore <input type="checkbox"/> >1 Crore OR
Net-Worth as on (Compulsory for Non-Individual Clients)	(date)..... (Rs. _____) (Net worth should not be older than 1 year)
Occupation (For Individuals Only) (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others. (Specify) _____
Please tick, as applicable (For Individuals Only)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Person (PEP) <input type="checkbox"/> Not Related to Politically Exposed Person (PEP)
Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors :	
(If you have a landline connection, kindly provide the same)	

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

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others		

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


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

Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

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	Date of consent for trading on concerned Exchange	Signature of the Client
1.	<b>MCX</b>		

[In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this document]

**E. INVESTMENT / TRADING EXPERIENCE**

- No Prior Experience
- \_\_\_\_\_ Years in Commodities
- \_\_\_\_\_ Years in other investment related fields

**F. GST DETAILS (As applicable, State wise)**

Legal Name			
Trade Name			
GSTIN		Registration Date	
Name of the State		State Code	
Other State GSTIN		Registration Date	
Name of the State		State Code	

**G. PAST REGULATORY ACTIONS**

Details of any action/proceedings initiated/pending/taken by SEBI / Stock Exchange / Commodity Exchange / any other authority against the client or its Partners / Promoters / Whole Time Directors / Authorized Persons incharge during the last 3 years :

No     Yes    (If yes, please specify \_\_\_\_\_)

**H. DEALING THROUGH OTHER MEMBERS**

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

Member's/Authorised Person(AP)'s Name			
Exchange			
Exchange's Registration No.			
Concerned Member's Name with whom the AP is registered			
Registered Office Address			
Tel.:		Fax	
E-mail		Website	
Client Code			
Details of disputes / dues pending from/to such Member / AP:			

**I. INTRODUCER DETAILS (optional)**

Name of the introducer	(Surname)	(Name)	(Middle Name)
Status of the Introducer	<input type="checkbox"/> Authorised Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others (Pl. Specify) _____		
Address and Phone No. of the Introducer			
		Signature of the Introducer	

**J. ADDITIONAL DETAILS**

<input checked="" type="checkbox"/> Whether you wish to receive communication from Member in electronic form on your Email-id.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes then please fill in Appendix - A)
--	---

**K. NOMINATION DETAILS (For Individual Clients only)**

<input type="checkbox"/> I/We wish to nominate		<input type="checkbox"/> I/We do not wish to nominate	
Name of the Nominee			
Relationship with the Nominee			
PAN of Nominee		Date of Birth of Nominee	
Address and Ph. No. of the Nominee			
If Nominee is a minor, details of guardian :			
Name of the Guardian			
Address and Ph. No. of Guardian			
Signature of Guardian			

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

Name		Name	
Signature		Signature	
Address		Address	

**DECLARATION**

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am / We are aware that I/we may be held liable for it.
- I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website i.e. [www.nyceindia.com](http://www.nyceindia.com)

Place	
-------	--

Date	
------	--

 4  
 \_\_\_\_\_  
 Signature of Client / (all) Authorised Signatory(ies)\*

\*Form need to be signed by all the authorized signatories (In case of Non-Individual Clients).

## FOR OFFICE USE ONLY

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

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

I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website [www.nyceindia.com](http://www.nyceindia.com), for the information of the clients.

For **NYCE Commodities & Derivatives Ltd.**

Signature of the Authorised Signatory

Seal / Stamp of the Member

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

## ANNEXURE-2

## RISK DISCLOSURE DOCUMENT

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

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

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

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

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

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

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

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

**i. Risk of Higher Volatility**

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

**ii. Risk of Lower Liquidity**

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

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

**iii. Risk of Wider Spreads**

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



**iv. Risk-reducing orders**

- a. Most of the Exchanges have a facility for investors to place “limit orders”, “stop loss orders” etc. Placing of such orders (e.g. “stop loss” orders or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed “away” from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**v. Risk of News Announcements**

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

**vi. Risk of Rumours**

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

**vii. System Risk**

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

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

**viii. System/ Network Congestion**

- a. Trading on the Exchange is in electronic mode, based on satellite/leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.
- 2. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-**
- Effect of “Leverage” or “Gearing”:**
- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are ‘leveraged’ or ‘geared’. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one’s circumstances, financial resources, etc.
  - b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.

- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

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

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

## 4. GENERAL

### i. Deposited cash and property:

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

### ii. Commission and other charges:

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

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




---

 Client Signature

## ADDITIONAL RISK DISCLOSURE DOCUMENTS FOR OPTIONS TRADING

### Risk of Option holders:

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

### Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and

thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.




---

 Client Signature

## ANNEXURE-3

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

**CLIENT INFORMATION**

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.

- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non negotiated contract if so indicated by –
    - i. an overall and substantial assessment of the financial contract; and
    - ii. the substantial circumstances surrounding the financial contract
  - d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.
- 11.C.
- a. The above does not apply to a term of a financial contract if it –
    - i. defines the subject matter of the financial contract;
    - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client; or
    - iii. is required, or expressly permitted, under any law or regulations.
  - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.
- 13.A. Protection of personal information and confidentiality
- a. “Personal information” means any information that relates to a Client or allows a Client’s identity to be inferred, directly or indirectly, and includes –
    - i. name and contact information;
    - ii. biometric information, in case of individuals
    - iii. information relating to transactions in, or holdings of, financial products
    - iv. information relating to the use of financial services; or
    - v. such other information as may be specified.
- 13.B.
- a. A Member must –
    - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
    - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.B.b.;
    - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
- iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
  - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
- b. A Member may disclose personal information relating to a Client to a third party only if –
    - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
    - ii. the Client has directed the disclosure to be made;
    - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
    - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
    - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
      - 1. informs the Client in advance that the personal information may be shared with a third party; and
      - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
    - vi. the disclosure is made to protect against or prevent actual or ed 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

## MANDATORY

- iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
  - c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
    - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
    - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iii. existence, exclusion or effect of any term in the financial product or financial contract;
    - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
    - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
    - vi. rights of the Client to rescind a financial contract within a specified period; or
    - vii. rights of the Client under any law or regulations.
- 14.B.
- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
    - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
    - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
    - iii. any other information that may be specified.
  - b. A continuing disclosure must be made –
    - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
    - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

## MARGINS

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

In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

## TRANSACTIONS AND SETTLEMENTS

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

## BROKERAGE

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

## LIQUIDATION AND CLOSE OUT OF POSITION

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

charges on account of such liquidation/closing-out shall be charged to and borne by the client.

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

#### DISPUTE RESOLUTION

25. The Member shall co-operate in redressing grievances of the client in respect of all transactions routed through it.

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

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

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

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

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

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

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

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

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

- i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and

- ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A. a and obtaining a written acknowledgement from the Client.

#### 30. Dealing with conflict of interest

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

- a. A member must –

- i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –

1. its own interests and the interests of the Client; or
2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

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

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

#### TERMINATION OF RELATIONSHIP

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

32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities

- and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.
- ADDITIONAL RIGHTS AND OBLIGATIONS**
34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock/ Commodity broker.
38. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
- a. Unfair conduct in relation to financial products or financial services is prohibited.
  - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes –
    - i. misleading conduct under point 41.B
    - ii. abusive conduct under point 41.C
    - iii. such other conduct as may be specified.
- 41.B.
- a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves –
    - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
    - ii. providing accurate information to the Client in a manner that is deceptive.
  - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be "determinative factors" –
    - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
    - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
    - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
    - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
    - vi. the rights of the Client under any law or regulations.
- 41.C.
- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it –
    - i. involves the use of coercion or undue influence; and

- ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered-
  - i. the timing, location, nature or persistence of the conduct;
  - ii. the use of threatening or abusive language or 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 right to switch to another financial product or another Member and
    - vii. a threat to take any action, depending on the circumstances in which the threat is made.

#### ELECTRONIC CONTRACT NOTES (ECN)

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member shall ensure that all ECN s sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/ guidelines issued by SEBI/Commodity exchanges.

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

#### LAW AND JURISDICTION

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




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 Client Signature



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

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

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




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 Client Signature

## ANNEXURE-4

## GUIDANCE NOTE - DO'S AND DON'Ts FOR THE CLIENTS

- Do's**
1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link to see whether the Member is registered with the Exchange.  
  
For MCX : <http://www.mcxindia.com/SitePages/MembersDetails.aspx>.
  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.  
  
For MCX : <http://www.mcxindia.com/SitePages/TradeVerification.aspx>  
  
The trades can be verified online where trade information is available up to 5 working days from the trade date.
  7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
  8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
  9. Obtain receipt for collaterals deposited with the Member towards margins.
  10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
  11. Ask all relevant questions and clear your doubts with your Member before transacting.
  12. Insist on receiving the bills for every settlement.
  13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
  14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
  15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
  16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
  17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
  18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
  19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
  20. Understand and comply with accounting standards for derivatives.
  21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
  22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
  23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
  24. The 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 stock exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives 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.




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 Client Signature

## TARIFF SHEET

## BROKERAGE STRUCTURE

Brokerage Slab	%	Minimum Paisa	Other Charges
Normal	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>
Delivery	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>
Spot Trading	<input style="width: 50px;" type="text" value="%"/>	<input style="width: 50px;" type="text"/>	<input style="width: 50px;" type="text"/>

 Sign here in case of  
any cutting
**NOTE:**

1. Transaction charges as per Exchange will be charged extra.
2. CTT, other Taxes and levies, investor protection fund fees etc. charged by the statutory authorities/Exchange(s), delayed payment charges, cheque bounce charge, auction settlement charges as may be applicable will be levied.
3. GST will be charged extra.
4. All customers will get Digital Contract Notes. Physical contract notes provided on request at extra cost.
5. Charges/service standards are subject to revision at sole discretion of NYCE Commodities & Derivatives Ltd.
6. Charges quoted above are for the services listed. Any service not quoted above will be charged separately.
7. Management reserves the right to freeze, discontinue or suspend any account if required.
8. In case of Physical Contract note are being dispatched to client, Rs. 25/- per contract would be charged toward minimum processing fee.
9. Monthly charges for online trading connectivity will be extra.
10. Clearing charges @ Rs. 200/- per crore of total turnover (including notional turnover) in derivatives segments will be charged extra.

I/We, \_\_\_\_\_  
have read the above given information and agree to pay the same

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

 10

Client Signature

**DISCLOSURE INFORMATION (For NYCE Commodities & Derivatives Ltd.)**

To, \_\_\_\_\_  
(Client Name)

Dear Sir/Madam,

This is to inform you that we do client based trading and Pro-account Trading in Multi Commodity Exchange of India Ltd (MCX) .

Thanks & best regards,

For **NYCE Commodities & Derivatives Ltd.**

Authorised Signatory / Director

I/We acknowledge the receipt of the information given by NYCE Commodities & Derivatives Ltd. that they do client based trading and Pro-account trading.

 11

Client Signature

**RUNNING ACCOUNT AUTHORISATION**

To,

**NYCE Commodities & Derivatives Ltd.**Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

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

I/We have been / shall be dealing through you as my/our broker on the Commodities Market Segment. As my/our broker i.e. agent I/ we direct and authorize you to carry out trading/ dealings on my/our behalf as per instructions given below.

I am/ We are aware that you and I/we have the option to deliver commodities/ make payments of funds to each other for settlement of dealings as per the schedule in force at the relevant time pursuant to directives / regulations/ circulars, issued by exchange/ regulatory authorities. However, I/we find it difficult to carry out repeated pay-in of funds and commodities. Further, I/we also desire to use my/our commodities and monies as margin/ collateral without which we cannot deal/trade.

Therefore I/we hereby direct and authorise you to maintain running account(s) for me/us and from time to time debit these commodities and funds from running accounts and make pay-in of commodities and funds to exchanges/ clearing corporations/other receiving party(ies) to settle my/our trades/ dealings. Similarly, where I/we have to receive commodities/funds in settlement of trades/ dealings please keep the commodities and monies with you and make credit entries for the same in running accounts of commodities and funds maintained by you. Further, subject to your discretion and valuation please treat my/our commodities and funds lying to my/our credit in running accounts as margin/collateral for my/our dealings/trading.

In the event I/we have outstanding obligations on the settlement date, you may retain the requisite commodities/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 the exchanges. While settling the account please send a 'statement of accounts' containing an extract from ledger for funds and an extract from the register of securities displaying all receipts/deliveries of funds/commodities. Please explain in the statement(s) being sent the retention of funds/commodities and the details of the pledge, if any. Please do not carry out above stated settlement of running account in the event I/we avail margin trading facility. Further, do not carry out settlement of running account referred to above for funds given by me/us towards collaterals/margin in the form of bank guarantee (BG)/Fixed Deposit receipts (FDR).

Please further note that while I am entitled to revoke this authorisation at any time from the date of physical delivery of revocation letter at your registered office to allow you to make necessary changes to handle my account without running account authorisation. I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my / our directions given above and further agree that you shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of commodities / monies under this agreement.

My / Our preference for actual settlement of funds and commodities is at least :

Once in a Calender Quarter

Once in a Calender Month

Thanking you,

Yours faithfully

 \_\_\_\_\_  
Client Signature

Name : .....

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

To,

**NYCE Commodities & Derivatives Ltd.**

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

Dear Sir,

I/We \_\_\_\_\_ a client with member M/s. **NYCE Commodities & Derivatives Ltd.** of Exchange undertakes as follows:

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

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

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

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

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

PAN: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

 13 \_\_\_\_\_

Client Signature

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

Verification of the client signature done by,

Name of the designated officer of the Member \_\_\_\_\_

Signature \_\_\_\_\_

## LETTER OF AUTHORITY

To,

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

**NYCE Commodities & Derivatives Ltd.**Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

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

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

Dear Sir,

**Sub : Letter of Authority MCX**

I/We am/are dealing in commodities with you in order to facilitate ease of operations, I/We authorize you as under:

1. I/We authorise you to setoff outstanding in any of my/our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and/or any of the exchange viz MCX, and/or against the value of cash margin or collateral share / commodities provided to you by me/us.
2. I/We hereby authorise you not to provide me Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. I/We shall get the required details from contracts issued by you.
3. I/We hereby authorize you to keep all the commodities which we give you in margin including the payout of commodities received, to use the commodities for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of commodities in favour of bank and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. I/We hereby authorise you to maintain a running account.
5. I/We request you to retain credit balance in any of my account and to use the idel fund towards our margin/future obligation of both the exchange unless we instant you otherwise.
6. I/We request you to retain Commodity/warehouse receipt in your Demat account for my/our margin/future obligations at both the Exchanges, unless I/We instruct you to transfer the same to my/our account.
7. I/We request you to consider my telephonic instructions for order placing/order modification/order cancellation as a written instruction and give me/us all the confirmation on telephone unless instructed otherwise in writing. I/We am getting required details from contracts issued by you.
8. I/We request that you may send/despach me contract notes other documents through E-mail : on my designated e-mail address of \_\_\_\_\_.

I/We stress that I/We will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.

9. I/We will completely rely on the log reports of your despatching software as a conclusive proof of dispaer of e-mail to me/us and will not dispute the same.
10. I/We will inform you the change in my/our e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
11. Trading of Commodity is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders.

I/We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control and may result in delay in processing or not processing buy or sell orders either in part or in full.

I/We agree that I/We shall be fully liable and responsible for any such problems / glitch.

12. I/We shall abide by the rules regulations/guidelines circulars of the exchange issue from time to time as applicable and shall be liable for non-adherence.
13. I/We authorise you to charge interest in my/our account against my/our debit balance/shortfalls. I understand that no interest would be payable to me/us on any credit balances.
14. I/We am/are agreeable for & authorise you to with hold funds pay-out towards all the applicable margins and debits.
15. All fines/penalties and charges levied upon you due to my acts/deeds or transactions may be recovered by you from my account.

Thanking you,

Your faithfully,

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 Client Signature

**FOR REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND E-MAIL ADDRESS**

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

To,  
**The Compliance Officer**  
**NYCE Commodities & Derivatives Ltd.**  
Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

I/We am/are aware that MCX and NCDEX provide SMS/email alerts to the constituents (clients) of its member for trades executed on its platform. I/We hereby provide and confirm my/our mobile number and/or email address as stated below for the purpose of receipt of SMS/email alerts.

- I want to receive transaction alerts in SMS as well as email from Exchanges.
- I want to receive transaction alerts only in SMS from Exchanges.
- I want to receive transaction alerts only in Email from Exchanges.
- I do not want to receive any transaction alerts from Exchanges, specify reason

.....

The alerts should be sent on :

Mobile number (enter 10 digit mobile no.)

--	--	--	--	--	--	--	--	--	--

E-mail Id.....

I/We agree to the terms and conditions specified by the Exchange in its circular no.....as modified from time to time. I/We am/are aware that the receipt of SMS/E-mail alerts on the above mobile number and/or email address can be stopped only on my/our written request.

Name of the Client.....

 15 \_\_\_\_\_  
Client Signature

Client Id .....



**REQUEST FOR TRADING IN COMMODITY FORWARD CONTRACTS / COMMODITY DERIVATIVES ON ALL EXCHANGES**

To,

**NYCE Commodities & Derivatives Ltd.**Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

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

Dear Sir,

**Subject : My / Our request for trading in commodity forward contracts / commodity derivatives on All Exchanges as your client**

I/We, the undersigned, have taken cognizance of circular no. MCX/338/2006 dated August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX), on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by MCX/NCDEX or forward Markets Commission and such position limits will be calculated in accordance with the contents of above stated circular of all exchanges as modified from time to time.

I/We undertake to inform you and keep you informed if any of our partners/directors/karta/trustee or any of the partnership firms/companies/HUFs/Trusts in which I or any of above such person is a partner/director/karta/trustee, take or holds any position in any commodity forward contract/commodity 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 above referred circular of MCX as modified from time to time.

I/We confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your client on MCX only on the basis of our above assurance and undertaking.

Yours faithfully

 16\_\_\_\_\_  
Client Signature

Sole Proprietor/Partner/Director/Karta/Trustee

**ADJUSTMENT IN DIFFERENT EXCHANGES / ACCOUNTS**

To,

**NYCE Commodities & Derivatives Ltd.**Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

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

**Sub : Adjustment in different Exchanges / Accounts maintained with you**

Dear Sir,

I/We executed/desire to execute and agreement with NYCE Commodities & Derivatives Ltd., for trading on the Multi Commodity Exchange of India Ltd. (MCX) in Commodity Market. In this regard, I/We hereby request you to treat the agreement between us whether in MCX as co-extensive and therefore I/We hereby authorized you to transfer, make adjustments and/or to set off a part or whole of the securities / Commodities place as margin and/or any surplus funds in any of my accounts(s) maintained with you i.e. either in MCX against the outstanding dues payable if any, by me/us in any of my/our account(s) maintained with NYCE Commodities & Derivatives Ltd. or vice versa, notwithstanding anything contrary contained in the agreement between us. NYCE Commodities & Derivatives Ltd. shall have right of lien on the credit balance in any of my/our accounts. Any entries passed by you in accordance with this authorization shall be binding on me/us.

Thanking You,

Yours Faithfully,

 17\_\_\_\_\_  
Client Signature

**CLIENT DEFAULTER DECLARATION**

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.

 18 \_\_\_\_\_

Client Signature

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

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

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

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

**DECLARATION FOR NAME MISMATCH**

I hereby declare that

1. My name mentioned in PAN Card is \_\_\_\_\_
2. In additional I D Proof i.e. Voter Id / Passport / Driving License it is \_\_\_\_\_
3. In Bank A/c No. \_\_\_\_\_ it is \_\_\_\_\_
4. In \_\_\_\_\_ is this \_\_\_\_\_

Further I declare that the names mentioned in above details document pertains to me, therefore I request my account and make all payouts in the same name as mentioned in my bank proof.

Thanks

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

 19 \_\_\_\_\_

Client Signature

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

**RETENTION OF ADDITIONAL FUNDS**

To,  
**NYCE Commodities & Derivatives Ltd.**

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

Dear Sir,

I/ We authorise you to retain Rs. 50000/- (Rupees Fifty Thousand Only) as an additional funds in addition to other required retentions at the time of Quarterly/monthly settlement of account of Funds and Commodities as consented by me/us.

Thanks & Regards,

 20 \_\_\_\_\_

Client Signature

Client Name : .....

Client Code : ..... Date : .....

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

**DECLARATION, INDEMNITY CUM UNDERTAKING FOR NAME DISCREPANCY IN PAN CARD, BANK PROOF & ADDRESS PROOF**

To,

Date : .....

**NYCE Commodities & Derivatives Ltd.**

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

I \_\_\_\_\_ s/o, w/o, d/o \_\_\_\_\_  
\_\_\_\_\_, refer to my Trading Account  
\_\_\_\_\_ with NYCE Commodities & Derivatives Ltd. do hereby affirm, declare and undertake that

1. That my name as it appear on my trading account is \_\_\_\_\_
2. That my name as it appears on my demat account is \_\_\_\_\_
3. That my name as it appears on the Income Tax website is \_\_\_\_\_
4. That my name as it appears on the Address proof is \_\_\_\_\_
5. That my name as it appears on my Pan Card is \_\_\_\_\_
6. That my name as it appears on my Aadhaar Card is \_\_\_\_\_
7. That my name as it appears on the Bank Proof is \_\_\_\_\_
8. That above mentioned names, on Trading account, Demat account, Tax website, Address proof, PAN Card No. \_\_\_\_\_ and Bank account bearing no. \_\_\_\_\_ are mine alone.
9. That I hereby request NYCE Commodities & Derivatives Ltd. to maintain my name in Demat and Trading account as per the name appearing on the website / PAN card.
10. That I promise and undertake to get my PAN card altered in accordance with my name as appearing on the Income tax within 45 days from the date of signing this undertaking. NYCE Commodities & Derivatives Ltd. may, at its sold discretion, terminate my trading and demat account in the event of me not getting my name altered within 45 days of signing this undertaking.
11. That I further undertake to open a bank account in accordance with the name as appearing on the Income Tax website week from the date of signing this undertaking.
12. I further undertake that in case my name has been changed after approval from government authorities and notification gazette. I shall get the name change effected in PAN, Bank account etc. and furnish immediately to NYCE Commodities & Derivatives Ltd.
13. That I further declare that I am responsible and I shall indemnify & keep indemnified NYCE Commodities & Derivatives Ltd., its directors, officers, employees, agents from and against any and all losses, claims, liabilities, obligations, damages, deficiencies, judgements, action proceedings arising out or in relation to corporate benefits, IPO refund, Foreign Exchange Management Act (FEMA) transfer, dematerialization of securities, rematerialization of securities, dividends, interest etc., that may arise out Declaration-cum- undertaking and/or acting on this basis.

That the contents of this declaration, Indemnity-cum-undertaking have been explained to me in vernacular and I have understood before signing it. That this declaration, Indemnity-cum-undertaking given by me to NYCE Commodities & Derivatives Ltd. is by my absolute free will and coercion, undue influence, pressure etc., and at present I am having sound health and mind.

 \_\_\_\_\_  
Client Signature

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

**ADDENDUM TO THE CLIENT REGISTRATION FORM / KEY INFORMATION**

In compliance with the provisions of Prevention of Money Laundering Act, 2002 and subsequent circulars issued by SEBI thereto, we hereby obliged to consider it as a part of client registration document: -

**PREVENTION OF MONEY LAUNDERING**

Prevention of Money Laundering Act, 2002 (herein refer to an "Act") came into affect July 1, 2005 vide notification No. GRE 436(E) dated July 1,2005 issued by Department of Revenue, Ministry of Finance, Govt. of India. Further SEBI vide Circular reference number ISD/CIR/RR/AML/1/06 dated January 18, 2006 mandated that all the Commodity Brokers should formulate and implement a proper policy framework as per the guidelines on anti money laundering measures and also to adopt a Know Your Client (KYC) policy. SEBI also issued another circular reference number ISD/CIR/RR/AML/2/06 dated March 23,2006 advising all the Stock Broker to take necessary steps to ensure compliance with the requirement of Sec 12of the Act inter- alia, maintenance and preservation of records and reporting of information relating to cash and suspicious transactions to Financial Intelligence Unit-India (FIU-IND), New Delhi.

The constituents should ensure that the amount invested in the securities is through legitimate sources only and does not involve and is not designated for the purpose of contravention or evasion of the provision of the Income Tax Act, Prevention of Money Laundering Act, Prevention of corruption Act and/or any other law for the time being in force enacted by Govt. of India from time to time or any rules and regulations, notifications or directions issued there under.

To ensure appropriate identification of the constituents under its KYC policy and with view to monitor the transactions for the prevention of anti money laundering, the company has reserve the right to seek information, record constituents telephonic calls and/or obtained or retained documentation for establishing the identity of the constituents, proof of residence, source of funds, etc. It may re-verify identity and obtain any incomplete or additional information for this purpose.

The constituents or their attorney, if any, shall produce independent source documents, such as photographs, certified copies of ration card/passport/pan card/driving license or such other documents or produce such information as may be required from time to time for verification of the identity, residential address, financial information of the constituents by the company.

If the constituents refuses/fails to produce the required documents and information with in the period specified in the communication sent by company to the constituents, then the company after applying due diligence measures believes that the transaction is suspicious in nature within the purview of the Act and SEBI circulars issued from time to time or on account of deficiencies in the documentation shall have absolute discretion to report suspicious transaction to FIU-IND or to reject the application or to freeze the account of constituent. Thus the KYC documentation shall comply by all the constituents in its true spirit and word.

The Company, its Directors, its Employees and agents shall not be liable in any manner for any claim arising whatsoever on account of freezing of account or on rejection of application etc. due to noncompliance of the provisions of the Act, SEBI circulars and KYC policy and or where company believes that transaction is suspicious in nature within the purview of the Act or SEBI circulars and reporting the same to FIU-IND.

This document form an integral part of the client registration form as addendum or key information memorandum and will be subject to amendments from time to time.

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Client Signature

Date \_\_\_\_\_

**DECLARATION - CUM - UNDERTAKING****घोषणा**

मैं.....यह घोषणा करता हूँ कि मैंने NYCE Commodities & Derivatives Ltd. में अपना ट्रेडिंग खाता खोला है। उसके लिए मैंने एकाउन्ट ओपनिंग फार्म और विभिन्न कागजात पर हस्ताक्षर किये है जोकि अंग्रेजी भाषा में है। मुझे इसका हिन्दी में मतलब समझा दिया गया है। मैं NYCE Commodities & Derivatives Ltd. के नियम व शर्तों से सहमत हूँ।

मैं..... सुनिश्चित करता/करती हूँ कि मुझे NYCE Commodities & Derivatives Ltd. में मेरा ट्रेडिंग खाता खोलने के उपरान्त Uniform Risk Disclosure, Rights and Obligations of Member, Authorized Person and Clients, Do's and Don'ts एवं मेरे द्वारा निष्पादित अन्य दस्तावेजों की एक प्रतिलिपि मुझे प्राप्त हो गई है।

दिनांक : .....

स्थान : .....

 23

हस्ताक्षर



# FATCA & CRS Declaration - Non Individual

PAN

Trading Code

Name

Please tick the applicable tax resident declaration -

I. Is "Entity" a tax resident of any country other than India  Yes  No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other <sup>s</sup> , please specify)
1.			
2.			

In case Tax Identification Number is not available, kindly provide its functional equivalent.

In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

## PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

<p>1. We are a,                  Financial institution <input type="checkbox"/>                  (Refer 1 of Part C)                  or                  Direct reporting NFE <input type="checkbox"/>                  (Refer 3(vii) of Part C)                  (please tick as appropriate)</p>	<p><b>GIIN</b> <input style="width: 80%;" type="text"/></p> <p><b>Note:</b> If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below</p> <p>Name of sponsoring entity _____</p> <hr/> <p><input type="checkbox"/> <b>Applied for</b> <input type="checkbox"/> Not obtained – Non-participating FI</p> <p><input type="checkbox"/> Not required to apply for - please specify 2 digits sub-category <input style="width: 20px;" type="text"/> (Refer 1 A of Part C)</p>
<p><b>GIIN not available</b> (please tick as applicable)</p>	

## PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

<p>1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2a of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify any one stock exchange on which the stock is regularly traded)</p> <p>Name of stock exchange _____</p>
<p>2. Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2b of Part C)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)</p> <p>Name of listed company _____</p> <p>Nature of relation: <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company</p> <p>Name of stock exchange _____</p>
<p>3. Is the Entity an active NFE (Refer 2c of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business _____</p> <p>Please specify the sub-category of Active NFE <input style="width: 20px;" type="text"/> (Mention code – refer 2c of Part C)</p>
<p>4. Is the Entity a passive NFE (Refer 3(ii) of Part C)</p>	<p>Yes <input type="checkbox"/> Nature of Business _____</p>

## UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)

**Category** (Please tick applicable category):

<input type="checkbox"/> Unincorporated association / body of individuals	<input type="checkbox"/> Unlisted Company	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Limited Liability Partnership Company
<input type="checkbox"/> Others (please specify _____)	<input type="checkbox"/> Public Charitable Trust	<input type="checkbox"/> Religious Trust	<input type="checkbox"/> Private Trust

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) of Part C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) of Part C)			
Country of Tax residency*			
PAN #			
Address	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID % <sup>6</sup>			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) <sup>5</sup>			

\* To include US, where controlling person is a US citizen or green card holder

<sup>6</sup> If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

<sup>6</sup> In case Tax Identification Number is not available, kindly provide functional equivalent

<sup>5</sup> Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

### DECLARATION

I have read and understood the information requirements and the Terms & Conditions mentioned in this Form (read along with FATCA & CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete. I hereby agree and confirm to inform NYCE Commodities & Derivatives Ltd. for any modification to this information promptly.

I further agree to abide by the provisions of the scheme related documents inter alia provisions of FATCA & CRS on Automatic Exchange of Information (AEOI).

Name

Designation

Sign here :

Date :

Place :

For Investor convenience, NYCE Commodities & Derivatives Ltd. collecting this mandatory information for updating across all Group Companies of NYCE Commodities & Derivatives Ltd. whether you are already an investor or would become an investor in future.

Please submit the form fully filled, signed, for all the holders, separately, and submit at your nearest NYCE Commodities & Derivatives Ltd. branch or you can dispatch the hard copy to-

**NYCE Commodities & Derivatives Ltd.**  
**Registered Office : I 15, JMD Megapolis,**  
**Sector-48, Gurugram (Haryana)**

• For Detail Terms & Conditions please visit [www.nyceindia.com](http://www.nyceindia.com)

**DECLARATION BY KARTA & ALL THE CO-PARCENERS**

To,

**NYCE Commodities & Derivatives Ltd.**

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

- Whereas the Hindu Undivided Family of.....is carrying on business in the firm name and style of..... at ..... or we intent to deal have or desire to have Commodities Trading Account with NYCE Commodities & Derivatives Ltd. (hereinafter referred as Member). We undersigned, hereby confirm and declare that we are the present adult co-parceners of the said joint family; that Mr./Mrs..... is the present Karta of the said joint family.
- We confirm that affairs of HUF firm are carried on mainly by the Karta Mr/ Mrs. .... on behalf and in the interest and for the benefits of all the co-parceners. We hereby authorize the Karta on behalf of the HUF to deal with the member and the said trading member is hereby authorized to honor all instructions oral or written, given by him on behalf of the HUF. He is authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through the member on behalf of the HUF.  
He is also authorize to sign execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said HUF firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parceners of the said joint family, including the share of the minor co parceners, if any.
- We undertake to advise the member in writing of any change that may occur in the Karta ship or in the constitution of the said joint family or of the said HUF firm and until receipt of such notice by the member who shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however continue to be liable jointly and severally to the member for all dues obligations f the said HUF firm in the Member's book on the date of the receipt of such notice by the member and until all such dues and obligations shall have been liquidated and discharged.
- The names and dates of the birth of all the present minor & major co-parceners of the said joint family are given below. We also undertake to inform you in writing as and when each of the said members attains the majority and is authorized to act on behalf of, and bind the said HUF firm.

**List of Family Members**

S. No.	Name of the Co-parceners (Including Minor also)	Relationship with Karta	PAN No.	Address (if other than Karta's address)	Date of Birth	Signature
1.						
2.						
3.						
4.						
5.						
6.						

Note : For NCDEX clients, in case of adult family member provide copy of PAN card or any other ID proof (DL/Voter ID/ Passport). In case of Minor Family Member provide copy of age certificate (Birth Certificate/School Leaving Certificate).

Name of the HUF : \_\_\_\_\_

Signature of Karta with Rubber Stamp

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

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





## *NYCE Commodities & Derivatives Ltd.*

CIN : U74900HR1997PLC058202

Member : Multi Commodity Exchange of India Ltd. (MCX)

SEBI Regn. No.: INZ000035236

**Registered Office :** 115, JMD Megapolis,  
Sector-48, Gurugram-122018 (Haryana)

**Phone :** +91-124-2213333, 2219999, 4994400

**Fax :** +91-124-4994400

**E-mail :** support@nyceindia.com

**Website :** www.nyceindia.com

**ACKNOWLEDGEMENT**

To,

**NYCE Commodities & Derivatives Ltd.**

Dated :.....

Regd. Office : 115, JMD Megapolis, Sector-48,  
Gurugram-122018 (Haryana)

I/We hereby acknowledge the receipt of duly executed copy of the KYC along with Non-Mandatory pages and booklet containing standard documents i.e. Right & Obligation, Risk Disclosure Documents, Do's and Don'ts. Further I/We confirm that the supporting documents for KYC submitted by me/us are true and correct. I/We acknowledge that the other details related to my/our account are as under:

Name.....

Trading Code : ..... Mobile No. ....

My Email Id.....



\_\_\_\_\_  
Client Signature