

Celebrus Commodities Limited

Regd. Office: 27/540, 11th Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036, Ph: 0484- 6464424

INDIVIDUAL

Member Id MCX: 40640 FMC Code: MCX/TCM/CORP/1868	NCDEX: 01016 NCDEX/TCM/CORP/0992	NMCE: CL0421 NMCE/TCM/CORP/0346
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(This information is the sole property of the trading member/ brokerage house and would not be disclosed to anyone unless required by law or except with express permission of client(s).)

Please affix most recent colour Photograph Sign across the Photograph

(X1)

Dear Sir,

I/We request you to register me/us your Client/ Constituent and in this regards the following information is furnished.

**Please Fill the form in the form in BLOCK LETTERS*

PAN No	Client Code
*Name	
*Father's/ Husband's Name	

Exchanges Preferred

*Please(✓) tick whichever applicable

<input type="checkbox"/> National Commodity & Derivatives Exchange	<input type="checkbox"/> Multi Commodity Exchange	<input type="checkbox"/> National Multi Commodity Exchange
Personal Informations	Date of Birth <input type="checkbox"/> <input type="checkbox"/> Date <input type="checkbox"/> <input type="checkbox"/> Month <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Year	
	Residential Status <input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Others (.....)	
	Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Unmarried Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	
	Education <input type="checkbox"/> Graduate <input type="checkbox"/> Post -Graduate <input type="checkbox"/> Professional <input type="checkbox"/> Others	
	Occupation <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> House wife <input type="checkbox"/> Others	

Correspondence Address: Residence Employment/Self Employed/Business

Residential Address	Name of Employer/Establishment & Office Address
City	City
State	State
Pin	Pin
Nationality	Nationality
Telephone	Telephone
Mobile	Mobile
Fax	Fax
Email	Email

Bank Account Details (Through which transactions will generally be routed. "Copy of a cancelled check leaf or pass book/bank statement containing the name & address of the client should be submitted.")

Bank 1		Bank 2	
Bank Name			
Address with PIN Code & Phone			
Account No			
Account Type			
Date of Opening A/c.			

Depository Account Information (Through which transactions will generally be routed. "Attach latest DP statement for the below mentioned a/c.")

Name of the Depository	Depository ID	ClientBO ID

Financial details of the Constituent in last 3 years (Income Range Per Annum. Rs. in Lacs) Tick where applicable

Year (.....) <input type="checkbox"/> Below 1 lakh <input type="checkbox"/> 1 to 2 <input type="checkbox"/> 2 to 5 <input type="checkbox"/> Above 5 lakh (.....) Specify
Year (.....) <input type="checkbox"/> Below 1 lakh <input type="checkbox"/> 1 to 2 <input type="checkbox"/> 2 to 5 <input type="checkbox"/> Above 5 lakh (.....) Specify
Year (.....) <input type="checkbox"/> Below 1 lakh <input type="checkbox"/> 1 to 2 <input type="checkbox"/> 2 to 5 <input type="checkbox"/> Above 5 lakh (.....) Specify

Networth certified as on (DD/MM/YY) Rs.....

Signature of the Constituent : (X2)

Constituent Profile	<input type="checkbox"/> Producer <input type="checkbox"/> Trader <input type="checkbox"/> Consumer		
Interested in Commodities	<input type="checkbox"/> Agro Commodities <input type="checkbox"/> Precious Metals <input type="checkbox"/> Base Metals <input type="checkbox"/> All		
CST Registration Details	CST Reg. No.		CST Validity Date
Local Sales Tax Registration Details <small>(Please give details of all states where you are registered)</small>	State	Registration No.	Validity Date
Collateral Details	Collaterals	Declared Value	%Haircut
	Cash		
	Marketable Securities		
	Bank Guarantees		
	Immovable Property		
	Jewellery		
	Others (Please specify)		
Existing Broking Account	Whether registered with any other broker		Yes <input type="checkbox"/> No <input type="checkbox"/>
	If Yes, Name of Broker		Name of Exchange(s)
	Client Code Number		

Investment/Trading Experience:

No Prior Experience Years in Commodities Years in Other investment related fields

Details of any action taken by SEBI/FMC/Stock Exchange/Commodity Exchange/Any other Authority

Introduction	Name of the Introducer	
	Address of Introducer	
	Relationship of Introducer with member	Director/Employee/Client* (.....) *Specify client code
	Method of Introduction	<input type="checkbox"/> Direct Marketing <input type="checkbox"/> Others (.....)
	Introducer's Signature	

I/We hereby declare that all the information and particulars given by me/us in this application are true to the best of my/our knowledge and belief. I/We also undertake to immediately inform you in writing, if there is any change in any of the information given in this application or in the Annexure(s) to this application. I/We am/are agreeable to enter into an agreement, to abide by your terms and conditions.

Signature of the Constituent (X3)

Place:.....

Date:.....

References	
Name of the Employee who interviewed the Client:	
Designation :	
Signature :	
Date :	

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036, Ph: 0484- 6464424

NON INDIVIDUAL

Member Id MCX: 40640	NCDEX: 01016	NMCE: CL0421
FMC Code: MCX/TCM/CORP/1868	NCDEX/TCM/CORP/0992	NMCE/TCM/CORP/0346

(X4)

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

Dear Sir,

I/We request you to register me/us your Client/ Constituent and in this regards the following information is furnished.

PAN No		Client Code
*Name		
*Father's/ Husband's Name		

Exchanges Preferred

*Please(✓) tick whichever applicable

<input type="checkbox"/> National Commodity & Derivatives Exchange	<input type="checkbox"/> Multi Commodity Exchange	<input type="checkbox"/> National Multi Commodity Exchange
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Date of Incorporation		Date of Commencement of Business	
Registered office Address		Correspondance Address	
City		City	
State		State	
Pin		Pin	
Country		Country	
Telephone		Telephone	
Mobile		Mobile	
Fax		Fax	
Email		Email	

Bank Account Details (Through which transactions will generally be routed. "Copy of a cancelled check leaf or pass book/bank statement containing the name & address of the client should be submitted".)

	Bank 1	Bank 2
Bank Name		
Address with PIN Code & Phone		
Account No		
Account Type		
Date of Opening A/c.		

Depository Account Information (Through which transactions will generally be routed. "Attach latest DP statement for the below mentioned a/c.")

Name of the Depository	Depository ID	ClientBO ID

Financial details of the Constituent in last 3 years (Income Range Per Annum. Rs. in Lacs) Tick where applicable

Year (.....)	<input type="checkbox"/>	Below 1 lakh	<input type="checkbox"/>	1 to 2	<input type="checkbox"/>	2 to 5	<input type="checkbox"/>	Above 5 lakh (.....) Specify
Year (.....)	<input type="checkbox"/>	Below 1 lakh	<input type="checkbox"/>	1 to 2	<input type="checkbox"/>	2 to 5	<input type="checkbox"/>	Above 5 lakh (.....) Specify
Year (.....)	<input type="checkbox"/>	Below 1 lakh	<input type="checkbox"/>	1 to 2	<input type="checkbox"/>	2 to 5	<input type="checkbox"/>	Above 5 lakh (.....) Specify

Networth certified as on (DD/MM/YY) Rs.....

Constituent Profile	<input type="checkbox"/> Producer	<input type="checkbox"/> Trader	<input type="checkbox"/> Consumer
Interested in Commodities	<input type="checkbox"/> Agro Commodities	<input type="checkbox"/> Precious Metals	<input type="checkbox"/> Base Metals <input type="checkbox"/> All
CST Registration Details	CST Reg. No.		CST Validity Date

Local Sales Tax Registration Details (Please give details of all states where you are registered)	State	Registration No.	Validity Date

(X5)

.....
Signature of the Authorised person(s) with seal of the entity

Collateral Details	Collaterals	Declared Value	%Haircut	Assigned Value
	Cash			
	Marketable Securities			
	Bank Guarantees			
	Immovable Property			
	Jewellery			
	Others (Please specify)			

Existing Broking Account	Whether registered with any other broker	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	If Yes, Name of Broker	Name of Exchange(s)	
	Client Code Number		

Investment/Trading Experience:

No Prior Experience Years in Commodities Years in Other investment related fields

Introduction	Name of the Introducer		
	Address of Introducer		
	Relationship of Introducer with member	Director/Employee/Client* (.....) *Specify client code	
	Method of Introduction	<input type="checkbox"/> Direct Marketing	<input type="checkbox"/> Others (.....)
	Introducer's Signature		

Details of any action taken by SEBI/FMC/Stock Exchange/Commodity Exchange/Any other Authority

DETAILS OF KEY OR AUTHORISED PERSON/MANAGING PARTNER/KARTA-1

PAN No				Please affix most recent colour Photograph Sign across the Photograph
Name				
Designation		% of State in the Entity		
Date of Birth		Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Qualification		Experience		
Residential Status	<input type="checkbox"/> Indian	<input type="checkbox"/> NRI	<input type="checkbox"/> Others.....	
Address				
City		State		
Nationality		Pin		
Telephone		Mobile		
Fax		Email		

(X6)

Bank Account Details

Bank Name			
Address with PIN Code & Phone			
Account No			
Account Type			
Date of Opening A/c.			

ID Proof Details (Select any one of the following instrument and give details)

<input type="checkbox"/> Passport	<input type="checkbox"/> Voters ID Card	<input type="checkbox"/> Driving License	<input type="checkbox"/> Ration Card
Instrument Number	Place of Issue	Date of Issue	Expiry Date

Signature of Key Person-1 (X7)

DETAILS OF KEY OR AUTHORISED PERSON/MANAGING PARTNER/KARTA-2			
PANNo			
Name			
Designation	% of State in the Entity		
Date of Birth	Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female	
Qualification	Experience		
Residential Status	<input type="checkbox"/> Indian <input type="checkbox"/> NRI <input type="checkbox"/> Others.....		
Address			
City	State		
Nationality	Pin		
Telephone	Mobile		
Fax	Email		

Please affix most recent colour Photograph Sign across the Photograph

(X8)

Bank Account Details	
Bank Name	
Address with PIN Code & Phone	
Account No	
Account Type	
Date of Opening A/c.	

ID Proof Details (Select any one of the following instrument and give details)			
<input type="checkbox"/> Passport	<input type="checkbox"/> Voters ID Card	<input type="checkbox"/> Driving License	<input type="checkbox"/> Ration Card
Instrument Number	Place of Issue	Date of Issue	Expiry Date

Signature of Key Person-2 (X9)

Names & Residential Address of Promoters/ Directors/ Partners/ Karta (Either fillup the details below or attach a schedule of Promoters/Directors/Partners in the same format)		
Name	Designation	Address

I/We hereby declare that all the information and particulars given by me/us in this application are true to the best of my/our knowledge and belief. I/We also undertake to immediately inform you in writing, if there is any change in any of the information given in this application or in the Annexure(s) to this application. I/We am/are agreeable to enter into an agreement, to abide by your terms and conditions.

(X10)
Signature of the Authorised person(s) with seal of the entity

Place:.....

Date:.....

References
Name of the Employee who interviewed the Client:
Designation :
Signature :
Date :

FORM NO. 60

Form of declaration to be filed by a person who does not have a Permanent account number and who enters into any transaction specified in rule 114B

1. Full name and address of the declarant.....
.....
2. Particulars of transaction
3. Amount of the transaction
4. Are you assessed to tax? Yes / No
5. If yes,
 - (i) Details of Ward/Circle/ Range where the last return of income was filed?
 - (ii) Reasons for not having permanent account number?
6. Details of the document being produced in support of address in column (1)

Instrument Name	Instrument Number	Place of Issue	Date of Issue	Expiry Date
Bank Details	Name of the Bank	Branch Address	Account Number	Account Type
Depository Details	Name of the Depository	Depository ID	Beneficiary ID	

Verification

I,do hereby declare that what is stated above is true to the best of my knowledge and belief.

Date :

(X11)

.....

Place :

Signature of the Declarant

Instructions

Documents which can be produced in support of the address are:-

- (a) Passport
- (b) Driving license
- (c) Ration Card*
- (d) Identity Card issued by any institution
- (e) Copy of the electricity bill or telephone bill showing residential address
- (f) Any document or communication issued by any authority of the Central Government, State Government or local bodies showing residential address
- (g) Any other documentary evidence in support of his address given in the declaration.

* If Ration Card, Bank and Depository details & proofs Mandatory and otherwise it is optional

[See second provision to rule 114B]

MEMBER - CONSTITUENT AGREEMENT (NCDEX)

This agreement is made at COCHIN this ____ day of _____, 20__ by and between CELEBRUS COMMODITIES LIMITED, a Company registered under the Companies Act, 1956 and having its Regd. Office: at 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036 (hereinafter referred to as the "Member"), and _____, a company (X12) / trust / firm / individual or any other body duly formed and registered under the _____ Act, having his/ her/ its office/ registered office/ address at _____ (hereinafter called "Constituent").

WITNESSTH :

Whereas the member is registered as TRADING AND CLEARING MEMBER (Member) of NATIONAL COMMODITY AND DERIVATIVES EXCHANGE (hereinafter called NCDEX or the Exchange). Whereas the CONSTITUENT is desirous of investing/trading in those contracts admitted for dealing on NCDEX as defined in the Bye - Laws of NCDEX.

Whereas the CONSTITUENT has satisfied itself of the capability of the MEMBER to deal in those contracts admitted for dealing on NCDEX and wishes to execute his orders through him and the Constituent shall continue to satisfy himself of such capability of the MEMBER before executing any orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CONSTITUENT and objectives relevant to the services to be provided Whereas the MEMBER has taken steps and shall take steps to make the CONSTITUENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the Member agreeing to handle the transaction on NCDEX on my/ our behalf, I/We, the Constituent hereby agree that

- 1) I / We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
- 2) I / We shall be bound by the constitutions, bylaws, rules, regulations, and customs of NCDEX
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
- 5) I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
- 6) All monies, securities or other property, which you may hold on my / our account, shall be subject to a general lien for the discharge of my / our obligations to you under this agreement.
- 7) I / We hereby authorize you, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my/our account with you. I/We will reimburse any or all such incidental expense incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the terms and conditions, as follows:

1. The agreement entered into between the Member and the Constituent shall stand terminated by mutual consent of the parties by giving at least one month notice to each other. Such termination shall not have any effect on the transactions executed

- till the date of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
2. In the event of the death or insolvency of the Constituent or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Constituent has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Constituent and the Constituent or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.
 3. All trades, transactions and contracts are subject to the Rules, Bye - Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
 4. The Member hereby undertakes to maintain the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law;

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

5. **Provisions in case of Default:** In the event of a default of a Member on his own account, the Constituent's money shall not be utilized to meet the Member's liabilities. In such cases, the Constituent's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Constituent because of such action would be recoverable by the Constituent from the Member. In the event of failure of the Constituent to fulfill his obligations to the Member, the Exchange or the Clearing House, the Constituent's position may be closed out and the money, if any, of the Constituent available with the Member or with any other Member or the Exchange, may be adjusted against the Constituent's liabilities / obligations. The Professional Clearing Member (PCM), if opted by the Constituent to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the Constituent shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.
6. **Collateral:** The Constituent shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Constituent. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.

(X13) Signature of the Constituent

Signature of the Branch Agent

Signature of the Member

- 7. **Utilization by Member of the Initial Deposit by the Constituent:** The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent. The Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.
- 8. **Payment of Margins:** The daily margin requirement can be adjusted against the collateral maintained by the Constituent with the Member. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Constituent shall deposit the additional margins as required by the Member. The Constituent shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Constituent shall not be permitted to create any new open positions, until receipt of such additional margin. If the Constituent defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Constituent shall be obliged to fulfill such additional margin requirements.
- 9 **Receipts & Payment of Premium MTM:** The Member will block up-front from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Constituent shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Constituent's liability towards MTM loss against the initial deposit maintained in cash by the Constituent, provided a written request is given by the Constituent to the Member to this effect. If the Constituent defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. On a written request from the Constituent, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Constituent and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by mark up shall thereafter be utilized against creating and maintaining the position by the Constituent.
- 10. If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Constituent's other outstanding positions, without prejudice to the Member's right to recover the damage from the Constituent. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.
- 11. The Constituent acknowledges that all contracts culminating in delivery (which are not squared off and information for giving

and taking delivery is given by the Constituents) would be transactions for purchase and sales between the Constituents inter-se and the Constituents would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

- 12. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.
- 13. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Trade Obligations: The Constituent shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange. In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Constituent shall pay to the Member, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Constituent, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Constituent shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Constituent to create any new open positions, until receipt of such additional margin requirement. If the Constituent defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

Deliveries: The Constituent will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. Member shall submit the same to the Exchange.

The Exchange at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Constituent and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member. Constituent shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Constituent shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time. Constituent shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party Constituent or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.

Constituent shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

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

SIGNED for and on behalf of

The Member:	The Branch:	The Constituent :
By :	By :	By :
Signature :	Signature :	Signature : (X14)
Title :	Title :	Title :
Witness :	Witness :	Witness :

MEMBER - CONSTITUENT AGREEMENT (MCX)

This agreement is made at COCHIN this ____ day of _____, 20____ by and between CELEBRUS COMMODITIES LIMITED, a Company registered under the Companies Act, 1956 and having its Regd. Office: at 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036 (hereinafter referred to as the "Member"), and _____, a company / trust / firm / individual or any other body duly formed and registered under the _____ Act, having his/ her/ its office/ registered office/ address at _____ (hereinafter called "Constituent").

(X15)

WITNESSTH :

Whereas the member is registered as TRADING AND CLEARING MEMBER (Member) of MULTI COMMODITY EXCHANGE OF INDIA LIMITED (hereinafter called MCX or the Exchange). Whereas the CONSTITUENT is desirous of investing/trading in those contracts admitted for dealing on MCX as defined in the Bye - Laws of MCX.

Whereas the CONSTITUENT has satisfied itself of the capability of the MEMBER to deal in those contracts admitted for dealing on MCX and wishes to execute his orders through him and the Constituent shall continue to satisfy himself of such capability of the MEMBER before executing any orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CONSTITUENT and objectives relevant to the services to be provided Whereas the MEMBER has taken steps and shall take steps to make the CONSTITUENT aware of the precise nature of the MEMBER'S liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the Member agreeing to handle the transaction on MCX on my/ our behalf, I/We, the Constituent hereby agree that

- 1) I / We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
- 2) I / We shall be bound by the constitutions, bylaws, rules, regulations, and customs of MCX
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
- 5) I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
- 6) All monies, securities or other property, which you may hold on my / our account, shall be subject to a general lien for the discharge of my / our obligations to you under this agreement.
- 7) I / We hereby authorize you, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my/our account with you. I/We will reimburse any or all such incidental expense incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the terms and conditions, as follows:

1. The agreement entered into between the Member and the Constituent shall stand terminated by mutual consent of the parties by giving at least one month notice to each other. Such termination shall not have any effect on the transactions executed till the date of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.

2. In the event of the death or insolvency of the Constituent or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Constituent has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Constituent and the Constituent or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.
3. All trades, transactions and contracts are subject to the Rules, Bye - Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
4. The Member hereby undertakes to maintain the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law; Provided however that the Member shall be allowed to share the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent with parties / entities other than required under law with the express permission of the Constituent.
5. **Provisions in case of Default:** In the event of a default of a Member on his own account, the Constituent's money shall not be utilized to meet the Member's liabilities. In such cases, the Constituent's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Constituent because of such action would be recoverable by the Constituent from the Member. In the event of failure of the Constituent to fulfill his obligations to the Member, the Exchange or the Clearing House, the Constituent's position may be closed out and the money, if any, of the Constituent available with the Member or with any other Member or the Exchange, may be adjusted against the Constituent's liabilities / obligations. The Professional Clearing Member (PCM), if opted by the Constituent to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the Constituent shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.
6. **Collateral:** The Constituent shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Constituent. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.

(X16) Signature of the Constituent

Signature of the Branch Agent

Signature of the Member

7. **Utilization by Member of the Initial Deposit by the Constituent:** The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent. The Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.
8. **Payment of Margins:** The daily margin requirement can be adjusted against the collateral maintained by the Constituent with the Member. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Constituent shall deposit the additional margins as required by the Member. The Constituent shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Constituent shall not be permitted to create any new open positions, until receipt of such additional margin. If the Constituent defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Constituent shall be obliged to fulfill such additional margin requirements.
- 9 **Receipts & Payment of Premium MTM:** The Member will block up-front from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Constituent shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Constituent's liability towards MTM loss against the initial deposit maintained in cash by the Constituent, provided a written request is given by the Constituent to the Member to this effect. If the Constituent defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. On a written request from the Constituent, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Constituent and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Constituent.
10. If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Constituent's other outstanding positions, without prejudice to the Member's right to recover the damage from the Constituent. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.
11. The Constituent acknowledges that all contracts culminating in delivery (which are not squared off and information for giving

and taking delivery is given by the Constituents) would be transactions for purchase and sales between the Constituents inter-se and the Constituents would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

12. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.
13. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Trade Obligations: The Constituent shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange. In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Constituent shall pay to the Member, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Constituent, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Constituent shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Constituent to create any new open positions, until receipt of such additional margin requirement. If the Constituent defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

Deliveries: The Constituent will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. Member shall submit the same to the Exchange.

The Exchange at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Constituent and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member. Constituent shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Constituent shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time. Constituent shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party Constituent or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.

Constituent shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

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

SIGNED for and on behalf of

The Member:	The Branch:	The Constituent :
By :	By :	By :
Signature :	Signature :	Signature : (X17)
Title :	Title :	Title :
Witness :	Witness :	Witness :

MEMBER - CONSTITUENT AGREEMENT (NMCE)

This agreement is made at COCHIN this ____ day of _____, 20__ by and between CELEBRUS COMMODITIES LIMITED, a Company registered under the Companies Act, 1956 and having its Regd. Office: at 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036 (hereinafter referred to as the "Member"), and _____, a company / trust / firm / individual or any other body duly formed and registered under the _____ Act, having his/ her/ its office/ registered office/ address at _____ (hereinafter called "Constituent").

WITNESSTH :

Whereas the member is registered as TRADING AND CLEARING MEMBER (Member) of NATIONAL MULTI COMMODITY EXCHANGE OF INDIA (hereinafter called NMCE or the Exchange). Whereas the CONSTITUENT is desirous of investing/trading in those contracts admitted for dealing on NMCE as defined in the Bye - Laws of NMCE.

Whereas the CONSTITUENT has satisfied itself of the capability of the MEMBER to deal in those contracts admitted for dealing on NMCE and wishes to execute his orders through him and the Constituent shall continue to satisfy himself of such capability of the MEMBER before executing any orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CONSTITUENT and objectives relevant to the services to be provided Whereas the MEMBER has taken steps and shall take steps to make the CONSTITUENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the Member agreeing to handle the transaction on NMCE on my/ our behalf, I/We, the Constituent hereby agree that

- 1) I / We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
- 2) I / We shall be bound by the constitutions, bylaws, rules, regulations, and customs of NMCE
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
- 5) I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
- 6) All monies, securities or other property, which you may hold on my / our account, shall be subject to a general lien for the discharge of my / our obligations to you under this agreement.
- 7) I / We hereby authorize you, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my/our account with you. I/We will reimburse any or all such incidental expense incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the terms and conditions, as follows:

1. The agreement entered into between the Member and the Constituent shall stand terminated by mutual consent of the parties by giving at least one month notice to each other. Such termination shall not have any effect on the transactions executed till the date of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.

2. In the event of the death or insolvency of the Constituent or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Constituent has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Constituent and the Constituent or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.
3. All trades, transactions and contracts are subject to the Rules, Bye - Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
4. The Member hereby undertakes to maintain the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law;

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

5. **Provisions in case of Default:** In the event of a default of a Member on his own account, the Constituent's money shall not be utilized to meet the Member's liabilities. In such cases, the Constituent's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Constituent because of such action would be recoverable by the Constituent from the Member. In the event of failure of the Constituent to fulfill his obligations to the Member, the Exchange or the Clearing House, the Constituent's position may be closed out and the money, if any, of the Constituent available with the Member or with any other Member or the Exchange, may be adjusted against the Constituent's liabilities / obligations. The Professional Clearing Member (PCM), if opted by the Constituent to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the Constituent shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.
6. **Collateral:** The Constituent shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Constituent. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.
7. **Utilization by Member of the Initial Deposit by the Constituent:** The initial deposit so paid shall be first utilized towards initial

(X19) Signature of the Constituent

Signature of the Branch Agent

Signature of the Member

margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent. The Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.

8. **Payment of Margins:** The daily margin requirement can be adjusted against the collateral maintained by the Constituent with the Member. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the Constituent shall deposit the additional margins as required by the Member. The Constituent shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Constituent shall not be permitted to create any new open positions, until receipt of such additional margin. If the Constituent defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. The Member is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the Constituent shall be obliged to fulfill such additional margin requirements.
- 9 **Receipts & Payment of Premium MTM:** The Member will block up-front from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Constituent shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The Member will adjust the Constituent's liability towards MTM loss against the initial deposit maintained in cash by the Constituent, provided a written request is given by the Constituent to the Member to this effect. If the Constituent defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent. On a written request from the Constituent, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the Member. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the Constituent and the Member shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the position by the Constituent.
10. If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Constituent's other outstanding positions, without prejudice to the Member's right to recover the damage from the Constituent. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.
11. The Constituent acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Constituents) would be

transactions for purchase and sales between the Constituents inter-se and the Constituents would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

12. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.
13. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

Trade Obligations: The Constituent shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange. In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Constituent shall pay to the Member, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Constituent, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Constituent shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Constituent to create any new open positions, until receipt of such additional margin requirement. If the Constituent defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Constituent's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.

Deliveries: The Constituent will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. Member shall submit the same to the Exchange.

The Exchange at the end of stipulated period shall match the information provided by the Member against Net Open Positions of the Constituent and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the Member. Constituent shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Constituent shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time. Constituent shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party Constituent or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.

Constituent shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

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

SIGNED for and on behalf of

The Member:	The Branch:	The Constituent :
By :	By :	By :
Signature :	Signature :	Signature : (X20)
Title :	Title :	Title :
Witness :	Witness :	Witness :

RISK DISCLOSURE DOCUMENT - NCDEX & NMCE

(THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH REGULATIONS OF NATIONAL COMMODITY & DERIVATIVES EXCHANGE & NATIONAL MULTI COMMODITY EXCHANGE OF INDIA LIMITED (NCDEX/NMCE).

NCDEX/NMCE have not passed the merits of participating in this trading segment nor have NCDEX/NMCE passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Risk of loss in trading in derivatives can be substantial. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Derivatives trading thus require not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in the Futures segment, the Constituent shall be solely responsible for such loss and the Exchange/s shall not be responsible for the same and it will not be open for any client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the member. The client will be solely responsible for the consequences and no contract can be rescinded on that account.

RISKS INVOLVED IN TRADING IN DERIVATIVES CONTRACTS

Effect of “Leverage” or “Gearing”

The amount of margin is small relative to the value of the derivatives contract so the transactions are ‘leveraged’ or ‘geared’.

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 derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one’s circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin equivalent to the principal investment amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

- A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the Settlement price. If the settlement 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 next day.
- B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position. In this case, you will be liable for any losses incurred due to such closeouts.
- C. Under certain market conditions, an investor may find it difficult or impossible to execute 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.
- D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. 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.
- E. You must ask your broker to provide the full details of the derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

Risk-reducing orders or strategies.

The placing of certain orders (e.g., “stop-loss” orders, or “stop-limit” orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as “spread” positions, may be as risky as taking simple “long” or “short” positions.

Suspension or restriction of trading and pricing relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contact month because of price limits or “circuit breakers”) may increase the risk of loss due to inability to liquidate/offset positions.

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 insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property that 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, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

Commission and other charges

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

Trading facilities

The Exchange/s offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The Constituent should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have received and understood this risk disclosure statement.

(X21)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

RISK DISCLOSURE DOCUMENT – MCX

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT/ CLIENT BEFORE ENTERING INTO COMMODITY FUTURES CONTRACTS/ DERIVATIVES MARKET/ TRADING AND SHOULD BE READ IN CONJUNCTION WITH CLIENTS'/ CONSTITUENTS'/ INVESTORS' RIGHTS & OBLIGATIONS, BYE LAWS, RULES AND BUSINESS RULES OF THE MULTI COMMODITY EXCHANGE OF INDIA LTD. (MCX).

MCX/ Forward Markets Commission (FMC) does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has MCX/FMC 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 MCX and suffer adverse consequences or loss, you shall be solely responsible for the same and MCX its Clearing House and/ or Forward Markets Commission 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 Constituent/ 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 MCX.

It must be clearly understood by you that your dealings on MCX 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, client registration form, execution of an agreement etc. and are subject to Rules, Byelaws and Business Rules of the MCX and its Clearing Corporation/Clearing House, guidelines prescribed by FMC from time to time and circulars as may be issued by MCX or its Clearing Corporation/Clearing House from time to time.

MCX 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 MCX 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 or authorize someone to trade for you, 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 Multi Commodity Exchange (MCX).**

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 a 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 constituent/ 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 MCX 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. **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 clients, please refer to Appendix 1 enclosed with this document.
- 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 MCX.
- v. The term 'member' shall mean and include a Trading Member or a Broker, who has been admitted as such by MCX and got a Unique Member Code from FMC.

I hereby acknowledge that I have received and understood this risk disclosure statement and **Appendix 1** containing my rights and obligations.

(X22)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Appendix I

INVESTORS' RIGHTS AND OBLIGATIONS

1. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives market or the member becomes insolvent or bankrupt.
2. 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.
3. Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
4. Furnish all such details in full as are required by the member as required in "Know Your Clients" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by the Exchange at any time, as is available with the investor.
5. Execute a Member-Client agreement in the form prescribed by the Exchange.
6. Ensure that a contract note is issued to you by the member in the prescribed format which contains the details of transaction(s). Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, and client code allotted to you and showing the brokerage separately. Contract notes are required to be issued by the member to the investors within 24 hours from the close of trading hours when the trade is executed. Member may also issue digitally signed contract note in electronic form at your request subject to the compliance of all the provision of IT Act, 2000 or in hard copy.
7. Facility of trade verification is available on the MCX website (www.mcxindia.com) where details of trade as mentioned in the contract note may be verified up to seven days from the date of execution of the trade.
8. Ensure that payment/ delivery of warehouse receipts is given well in advance to the member prior to the date of pay-in announced by the Exchange or its Clearing Corporation/Clearing House. Payment should be made only by account payee cheque in favor of the member and receipt or acknowledgement towards what such payment is made and receipt/ acknowledgement for warehouse receipts delivered to the member, be obtained from the member. Delivery of warehouse receipts in demat, is made to the pool account of the member rather than to the beneficiary account of the member. In case pay-out of money is not received within 48 hours after pay-out announced by Exchange or its Clearing House/ Clearing Corporation, please follow-up with the concerned member for its release. In case, pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investor Grievances Division of the MCX.
9. Every member is required to send a complete periodical 'Statement of Accounts', for both funds and commodities settlement to each of his/her/its clients, at such period as may be prescribed from time to time. You should report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the member. In case, the error is not rectified or there is a dispute, ensure that you refer such mater to the Investor Grievances Division of the MCX without delay.
10. In case of a complaint against Member, you should address the complaint to the office as may be specified by the MCX from time to time.
11. 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 MCX, ensure that you lodge a claim with MCX or its Clearing Corporation/ Clearing House within the stipulated period and with the supporting documents.
12. In case, where a member is declared a defaulter or expelled from membership, MCX 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 MCX, ensure that you lodge a claim with MCX within the stipulated period and with the supporting documents.
13. Claim against a Defaulter/ Expelled Member found to be valid as per the prescribed relevant Rules/Bye-laws of the Exchange and Guidelines of the Investors' Protection Fund (IPF), the Relevant Authority of the Exchange/Committee will disburse the amount of compensation from the IPF to the extent of maximum amount fixed by the Exchange or the actual claim amount, whichever lower. The balance claim amount if any shall be paid on pro-rata basis out of the amounts realized by the Exchange from the assets vested with the relevant authority/ Committee of the Exchange, if the amount realized from the assets is inadequate.
14. In case of any claim, difference or dispute between you and the member arising out of or in relation to trades, contracts and transactions, the same shall be taken-up with the Member directly for conciliation with or without intervention of the Exchange. If the said claim, difference or dispute persists, you may refer the same to arbitration in accordance with the provisions of the Rules, Bye-laws and Business Rules of the Exchange within 6 months from the date of last transaction or delivery or payment effected between you and the member.

(X23)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

**TRIPARTITE AGREEMENT BETWEEN MEMBER,
BRANCH AGENT AND CLIENT**

This agreement (hereinafter referred to as "Agreement") is entered into on this..... day of20....., by and between CELEBRUS COMMODITIES LIMITED, a Trading cum Clearing of NCDEX, MCX, and NMCE, (hereinafter referred to as "the member" or "the Exchange Member"), a body Corporate and having its registered office at 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi – 36, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its heirs, executors, administrators and legal representatives its successors, as the case may be, of the one part:

AND

.....(name of the Branch Agent) (hereinafter referred to as "the Branch Agent"), a (type of entity) and having his/its office/registered office at..... (X24)

..... (address), which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include his/ heirs, executors, administrators and legal representatives / the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Second Part:

AND

.....(name of the client of the Branch Agent) (hereinafter referred to as "the client"), an individuals/a sole proprietary concern/a partnership firm/a body corporate, registered/ incorporated, under the provisions of the partnership Act 1932/the companies Act 1956..... (type of entity*) and having his/its residence/office/at

..... (address), which expression shall, unless repugnant to the context of meaning thereof, be deemed to mean and include his/ heirs, executors, administrators and legal representatives / the partners for the time being of the said entity, the survivor or survivors of them and their respective heirs, administrators and legal representatives/its successors, as the case may be, of the Third Part:

Whereas

1. The Members states that it is engaged, in the business of on-line Commodity broking and is a member of the NCDEX, MCX & NMCE.
2. The Member through the Branch Agent states that:
 - a) The Branch Agent is not affiliated to any other Member of the same stock exchange,
 - b) The Branch Agent has the necessary infrastructure like adequate office space, equipment and manpower to effectively, discharge his/its activities.
3. The Client is registered with the Branch Agent as a client for purpose of availing broking services, and that the Branch Agent affiliated to the Member, and is desirous of investing/trading in those commodities/contracts/other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Registrations of the Exchanges and circulars issued there under from time to time. A copy of the client Registration form is annexed hereto.
4. Whereas the Member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided; and
5. Whereas the Member has taken steps and shall take steps to make the client aware of the precise nature of the Member's/ Branch Agent's liability for business to be conducted, including any limitations, the liability and the capacity in which the Member/ Branch Agent acts.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN MEMBER
BRANCH AGENT CLIENT AS UNDER.**

1. It is hereby stated that the NCDEX, MCX & NMCE shall collectively be known as 'exchanges' henceforth in this agreement.
2. The Member, the Branch Agent and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and/ or any other rules or regulations applicable to the Members, the Branch Agents and the clients in general either framed by FMC or the exchanges/ clearing corporation and/ or any Government Circulars.
3. The Member, the Branch Agent declare that they have brought the contents of the risk disclosure documents to the notice of client and made him aware of the significance of the said document. The client agrees that:
 - a. He has read understood the risks involved in trading on a commodity exchanges.
 - b. He shall be wholly responsible for all his investment decisions and traders.
 - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client chose to trade.
 - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Member or the Exchange or as may be directed by FMC

- from time to time as applicable to the segment(s) in which the client trades. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/ Clearing Corporation or FMC) and the client shall be obliged to pay such margins within the stipulated time.
- e. 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 closing of its trade be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
4. The Client agrees to pay to the Members 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/the Branch Agent renders to the Client. The Member agrees permissible as per the rules, regulations and bye-laws of the relevant commodity exchange /FMC, if any.
5. The Member and the Branch Agent agree that they shall cooperate and help each other in redressing grievances of the client in respect of transaction routed through them.
6. The Member agrees that the money or securities of any form deposited by the client shall be kept in a separate account, 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

Signature of Member

Signature of Branch Agent X

Client's Signature (X25)

FMC Rules and Regulations circulars/guidelines/Exchange Rules/Regulations/Bye-laws and circulars.

7. The Member agrees to inform the Branch Agent/client and keep them apprised about trading/settlement cycles, delivery/payment schedules, changes therein from time to time, and it shall be the responsibility in turn of the Branch Agent/client to comply with such schedules/procedures of the relevant exchange.
8. The Member shall issue, individual for each client of this Branch Agent, Contract notes in the format prescribed by the relevant exchange. The Branch Agent shall render necessary assistance to this client in obtaining the contract note from the Member.
9. The Member, the Branch Agent and the client agree to abide by all decisions and orders the Ombudsman forward market commission.
10. The client and the Member agree to refer any claims and/or disputes to arbitration as per the Rules, bye-laws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
11. The Member and the Branch Agent hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any proceedings arising out of the transactions entered into between them vis-à-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a Branch Agent, if the Branch Agent fails to implement the award, the Member shall be liable to implement the same and would be entitled to recover the same from the Branch Agent.
12. The Member and the Branch Agent hereby agree that all the transactions in commodities on behalf of the clients of the Branch Agent shall be in accordance with the provisions of rules, bye-laws and regulations of the relevant exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant exchange from time to time.
13. Information about default in payment/delivery and related aspects by a client, including that of a Branch Agent as a client shall be brought to the notice of the relevant Exchange(s) by the Member. In case where defaulting Branch Agent/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated to the relevant exchange(s) by the Member.
14. The Member, the Branch Agent or the client shall be entitled to terminate this agreement without giving any reasons to the other party after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned in this document. 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 agreement shall continue to subsist and vest in/be binding on the respective parties or his/its respective heir, executors, administrators, legal representative or successor, as the case may be.
15. In the event of Branch Agent terminating this agreement and/or termination of the agreement with the Branch Agent 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 if the Member and all clauses in the agreement governing the client and Member shall continue to be in force as it is, unless the client intimates to Member his/its intention to terminate the agreement by giving a notice in writing of nor less than one month.
16. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by FMC and rules, Regulations and Bye Laws of the relevant Commodity Exchange that may be in force from time to time.
17. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Member may close out the transaction of the client and claim losses, if any, against the estate of the client. The

client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.

18. Without prejudice to the Member's other rights (including the right to refer a matter to arbitration), 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 that clients' liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing out shall be charged to and born by the client.
 19. The Member and the client declare and agree that the transaction executed on the exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
 20. Where the exchange 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 contact(s) with client(s).
 21. The client agrees to immediately notify the Member/Branch Agent in writing if there is any change in the information in the 'client registration form' provided by the client to Member/Branch Agent at the time of opening of the account or at any time thereafter.
 22. The client agrees to abide by the exposure limits, if any, set by the Member or by the Exchange from time to time.
 23. In addition to the specific rights set out in this Agreement, the Member, the Branch Agent and the client shall be entitled to exercise any other rights which the Member, Branch Agent or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of FMC.
 24. The Member and the Branch Agent hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/ authority except as required under any law/regulatory requirements. Provided however that the Member or Branch Agent may so disclose information about his client to any person or authority with the express permission of the client.
 25. The client agrees to immediately furnish information to the Member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
 26. Words and expression which are used in this agreement, 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 of the Exchange and circulars issued there under. This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of FMC or bye-laws, rules and regulations of the relevant exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.
- In addition to the above the parties hereby agree to the below mentioned:**
1. **Payment Margins:** The Member or the Exchange shall decide the margin to be paid by the client from time to time. The Client may also be liable to pay withholding margins, special margins or such other margin as the Member or the Exchange consider as necessary from time to time. The member is permitted in its sole and absolute discretion to collect additional margins (even through not imposed by the Exchange, the Clearing Houses or FMC) and the Client shall be obliged to pay such margins.

Signature of Member

Signature of Branch Agent **X**

Client's Signature (X26)

2. The client hereby agrees to make all margins payments as demanded by the Member, failing which the Member can square up all or any outstanding position of sale and /or purchase without any notice to the client. The client also authorizes the Member to withhold transfer of commodities or payout of funds to his account/family accounts/relative accounts/group accounts in case he/it fails to furnish margin cheques as demanded by the Member and hold the same towards margin requirements.

The Member/Branch Agent shall execute the order only after the proceeds of the Margin account are realized and credited to its bank account. The Member has a right to collect margins from the Branch Agent in addition to the margin paid by the Client. In case the Branch Agent defaults to pay the margin, the Member has a right to refuse to execute transactions of the Client.

3. Maintenance of Accounts: The client agrees to deposit monies, securities or other property which may be required to open and/or maintain its account with the Member.

4. Excess Contracts: The Branch Agent and the client agree that they shall not, acting alone or in concert with other, directly or indirectly, hold and control excess number of positions as fixed from time to time by the said exchange.

5. Lien: The client agrees that all monies, securities commodities or other property that may be held by the Member on the client's account shall be held subject to a general lien for the discharge of the client's obligation to the Member under this agreement.

6. Discretion: The client authorizes the Member and the Branch Agent to use his discretion to buy, sell or close out any part or all the position held in the clients account with the Member for the protection of the member and the Branch Agent. The client agrees to reimburse any or all such incidental expenses incurred by the Member and the Branch Agent.

7. The Branch Agent and the Member will not be liable for losses accruing to the Clients caused directly or indirectly by government restriction, exchange or market rulings, fierce acts of god, commotion, insurrection, breakdown, acts or regulations of any governmental or any other national bodies or authorities, embargo, industrial disputes, suspension of trading computer, communication, telephone or system failure, war earthquakes, flood accident, power failure, equipment or software malfunction strikes or any other conditions.

8. The client agrees that in the event of Member or any employee or official of Member, Branch Agent providing any information, recommendation or advice to the client, the client may act upon the same at their sole risk and cost, and Member/Branch Agent shall not be liable or responsible for the same. The client assumes full responsibility with respect to his investment decisions and transactions. The Member, its officers, directors, Partners, employees, Branch Agent, agents and affiliates will have no liability with respect to any investment decisions or transactions of the client.

9. Authority of Branch Agent: the Client hereby authorizes the Branch Agent to issue instructions to the Member on his behalf and that the client will always be bound by any action taken by the Member upon receipt of such instructions from the Branch Agent. The client hereby agrees that it shall not refuse or disclaim any loss or liability, which may incur upon it by any action taken by the Member upon such instructions issued by the Branch Agent and the client agrees to ratify all acts validly done by the Member. The client further undertakes that all acts of the Branch Agent are ratified and agrees to keep the Member always indemnified against all costs, charges losses or expenses that the Member may incur while executing transactions of the client.

10. The Member shall be entitled to rely upon, and shall not be liable for any actions taken or omitted, to be taken in good faith pursuant to any communication (or any communications purporting to be such or believed to be such by the Member) received from the Branch Agent either in writing or otherwise.

11. Rights: the client has a right to deal with the Member through any other Branch Agents, if acceptable to the Member, after

intimating the Branch Agent and upon signing necessary documents.

12. In case of purchase on behalf of client, the client authorizes the Member to close out his transactions by selling securities, in case the Client fails to make full payment to the Member for the execution of the contract before pay-in date. The client shall be liable for any losses costs and be entitled to any surplus, which may result there from. In case the client fails to pay such dues, the Branch Agent hereby undertakes to pay the same on behalf of the client. In case of sale on behalf of client, the client authorizes the Member to close out the contract if the client fails to make the pay-in before pay-in date. The client shall be liable for any losses, costs and be entitled to any surplus, which may result there from. In case the client fails to pay such dues, the Branch Agent hereby undertakes to pay the same on behalf of the client. Without prejudice to a Member's other rights including the right to refer a matter to arbitration, 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 etc. The client shall be liable for any losses, costs and be entitled to any surplus, which may result there from. In case the client fails to pay such dues, the Branch Agent hereby undertakes to pay the same on behalf of the client.

13. Communication; it is hereby agreed between the client and the Member that the ledger statements in respect of transactions entered on the commodity market segment of the Exchange will be combined for the purpose of convenience of the Member and the client, and the payments received and paid by the Member will be appropriated on First-in-first out basis. The client agrees to download his account statements, from Member's website <https://celebruscommodities.com> on a daily as well as monthly basis. Any discrepancy in the Accounts statement shall be brought to the notice of Member by he client in writing 24 hours from the date of transaction, failing which the Account statement appearing in the books of the Member shall be deemed to be correct and accepted by the client.

14. The Member and the client hereby agree that the procedure for sending the contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, statement of account for funds etc, by post (ordinary or registered or speed or UCP), courier, hand delivery to the client is applicable only if so demanded by the client in writing to the Member. Otherwise the client hereby agrees to receive the contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, statement of account for funds etc, in electronic form through email ID provided by the client to the Exchange Member.

15. The Exchange Member shall send the statement of account for funds/securities digital contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices etc. to the client for the trades/ transactions done on the Exchange, to the email ID of the client.

16. The client shall provide the email ID to enable the Exchange Member to send the digital contact notes, bills, ledgers, transaction statements reports, letters, circulars, notices, etc. from time to time to the client through the software installed at the Exchange Member end and the client shall initially download the specified software (Signature verifier utility) or any other software as may be advised by Exchange Member from time to time on the Clients computer and the same shall be used for receiving viewing, storing the digital contract notes, bills, ledgers, transaction statements, reports, letters, circulars, notices, etc. that shall be sent by the Exchange Member from time to time in respect of the trades/ transactions that have been executed for the clients through the terminal of the Exchange Member.

17. It is hereby specifically agreed that the client will call the Exchange Member's office and take confirmation from the Exchange Member or access the same on his email at the E-mail ID provided to the exchange member by the client. The client confirms the acceptance of contract note through email ID provided to the Exchange Member by the Client and in the event of non receipt of the same, for any reason within 24 hours accepts to download from

Signature of Member

Signature of Branch Agent **X**

Client's Signature **(X27)**

the website <https://celebruscommodities.com>. Any discrepancies in the trades for the day must be pointed out at the time of confirmation or latest before the opening of the market the next day failing which the Exchange Member will not be liable for the resultant financial loss, in case the client does not point out discrepancy if any within 24 hours of receiving the contract note, the same shall be treated as correct note in case of discrepancy to the Exchange Member within 48 hours of receipt.

18. The Exchange Member, Branch Agent and client agree that the Exchange Member and Branch Agent will not be responsible for partial execution of orders placed by the client. The client also agrees that all orders placed by him shall be treated as orders for the particular session only. In case the client wants the orders to be carried forward or extended for the day he shall communicate the same to the Exchange Member and the Branch Agent and pay received upfront margin.

19. The client agrees that any notice served on the client either by actual delivery thereof or by Registered post to the address of the client mentioned hereinabove would be deemed to have been duly served.

20. Settlement: All payment for contracts bought/margins payable shall be made out by way of Cheque/DD/fund transfer in favour of "CELEBRUS COMMODITIES LIMITED". At the time of settlement of dues of the client, the Exchange Member shall draw an account payee cheque/fund transfer in favour of the client which may be payable to a specified bank account of the client.

21. In case of delay of payment by the client to the Exchange Member on its due date, the Exchange Member in respect of such delayed payment will charge interest. The said delayed payment shall include amounts payable by the client to the Exchange Member in respect of daily margin and mark to market and other related margins and pay-in obligations, interest will be levied at a maximum rate of 18% pa for the delayed period. In case the client fails to pay such dues, the branch Agent hereby undertakes to pay the same on behalf of the client.

22. Depending on the type of trade, whether spot, hand delivery, through clearing house or special delivery the settlement of the trade viz. the delivery of contracts sold/payment for the contracts purchased, shall be effected in accordance with the Rules, Regulations and Bye-Laws of the Exchange(s) where the trade had been executed.

23. The client hereby authorizes the exchange member to maintain his account on running basis. The client also authorizes the Exchange Member to hold his credit in anticipation of future debits.

24. Notification: The client agrees to furnish such details including details as regards financial position, assets liabilities etc. as and when required to do so by Exchange Member or Branch Agent.

25. Governing law: Any claim, dispute or difference arising between the parties hereto in respect of this agreement or any contracts, dealing or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this agreement or the interpretation or construction of this agreement shall be subject to the trade has taken place and shall be subject to the arbitration procedure as prescribed by the provision of the Exchange, and further shall be subject to jurisdiction of courts in Ernakulam only.

26. The Exchange Member and the Branch Agent will not be liable to the client for loss arising due to fire, theft or loss due to human error in case of dematerialized commodities, or any other unforeseen circumstance if the commodities are in the custody of Exchange Member beyond the stipulated time. In case of

dematerialized commodities, the Exchange Member will be entitled to recover the custody charges and inter settlement charges in case of subsequent sales as mentioned above from the client, if the deliveries are not transferred out of the Exchange Member's depository account within the stipulated time. The Exchange Member and the Branch Agent will not be responsible in case pay-in is not done in the proper settlement.

27. The Client and Branch Agent, individually and jointly (with family/group), shall indemnify and shall always keep indemnified the Exchange Member harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned to the Exchange Member directly or indirectly, owing to bad delivery (as defined by the Exchange Rules/Regulations/Bye-laws) of contracts and/or as a result of fake/forged contracts/transfer documents that are introduced or that may be introduced by or through the Client during the course of its dealings/operations on the Exchange. The client hereby agrees to indemnify the Exchange Member and Branch Agent against all claims including legal costs incurred to defend any claims made by the client. The Branch Agent hereby agrees to indemnify the Exchange Member against all claims including legal costs incurred to defend any claims made by the client of the Branch Agent.

28. The Branch Agent and client agree that this agreement is applicable though such damages, loss, liabilities, and or expenses above mentioned in clause, 29 may devolve subsequent to Exchange Member being declared a defaulter or suspended/expelled by Exchange.

29. The client hereby unconditionally, absolutely and irrevocably undertakes to pay immediately any payable under this agreement on being called to do so without any demur merely on a demand in writing from Exchange Member stating that the amount claimed is due pursuant to this agreement and any such demand made on the client shall be conclusive as regards the amount due any payable by the client under this agreement.

30. Further it is explicitly agreed that the Exchange Member will adjust and set off the amounts payable to the client/family/group in respect of transactions done by the client/family/group on the Exchange against the amounts receivable from the client/family/group in respect of the transactions entered into, by the client/family/group, on the Exchange. The client authorizes the Exchange Member to pass appropriate journal entries for the same.

31. The client hereby authorizes the Exchange Member to appropriate credits lying in his/ group/family accounts against debits in his/group/family accounts, through issue of cheques or by passing appropriate journal entries.

32. Tape recording of client conversation: The Branch Agent/ client is aware that the Exchange Member tape-records the conversation between the Branch Agent/client or the client's representative and the Exchange Member, either personally or over the telephone, and the client hereby specified permits the Exchange member as and when required to resolve disputes in connection with the transactions.

33. The client hereby agrees that he shall not deposit post dated cheques, excess payment cheques, if any, received from the Branch Agent for any reason whatsoever and bring it to the notice of Branch Agent and Exchange Member. The client also agrees that he will not initiate legal proceedings against the Branch Agent and the Exchange Member in such cases.

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

SIGNED for and on behalf of

The Member:

By :

Signature : **X**

Title :

Witness (Name & Address) :

The Branch:

By :

Signature: **X**

Title :

Witness (Name & Address) :

The Constituent :

By :

Signature : **(X28)**

Title :

Witness (Name & Address) :

ADDITIONAL TERMS AND CONDITIONS

(X29) In addition to the terms and conditions contained in the agreement entered into with _____, the parties hereto namely **Celebrus Commodities Limited**, the members National Commodity and Derivatives Exchange, Multi Commodity Exchange of India Ltd., and National Multi Commodity Exchange of India Ltd. The client named in the agreement referred to above do hereby agree and confirm as under:-

In this Agreement, unless the context otherwise requires:

Words denoting the singular number shall include the plural and vice versa;

The pronouns "He", "She", "it" and their cognate variations are used as inter changeable and should be interpreted in accordance with the context:

Words denoting a person shall include an individual, corporation, company, partnership, trust or other entity; provided however that clauses specially applicable to a company or body corporate shall not apply other entity;

Heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

References to the word "include" or "including" shall be constructed without limitation;

References to any party to this Agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;

Schedules, sub-schedules and annexure to this Agreement shall form an integral part hereof.

In consideration of the mutual understanding as set forth, in this agreement the parties hereto have agreed to the following terms and conditions.

1. STATUTORY RULES AND REGULATIONS

The provisions of this agreement shall always be subject to the Government notification, the rules, regulations, byelaws and guidelines issued by the Exchange, that may be in force from time to time any other applicable statutory provisions and or rules or regulations. The Member is under no obligation to inform the Client of change in these rules, regulations, byelaws or guidelines.

2.PARTICIPATION

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

3. ACTING AS A SUB BROKER

The Client agrees that he will not act as a Sub-Broker without prior written permission of the Member and without obtaining the necessary registration from the Exchange or such authority as statutorily required.

4. AUTHORISED PERSON

a) The trading and other instructions for facilitating and carrying our business issued telephonically or through any other means either express or implied by an authorized representative of the Client shall be binding on the Client.

b) If any transactions under this agreement or under any other agreement or otherwise with the Member has/have been executed on behalf of the Client by any other person, nor mentioned above and the same has/have been accepted by client from time to time on the basis of the contract note(s) bill(s) any other correspondence dispatched/communicated to the Client by the Member and/or by part or full settlement of the said transaction(s) by the Client, then such transactions

shall be deemed executed by the person authorized by the Client and the Client hereby agrees to ratify and accept all such obligations arising from these transactions(s). It is also agreed and understood by the client that he/she will be fully responsible for any orders for trade or instructions to trade given over have to the member or member's representative and he/she is liable to meet & pay to the member all costs and market loss by way of such traders, irrespective of any claim argument way of

c) The Client shall be bound by all transactions undertaken by the Member pursuant to the instructions of the above said persons.

d) The Client is aware that the authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the security code(s) of the Client and or his/her/its authorized representatives remains conditional

5. CLIENT UNDERSTANDING OF RISKS INVOLVED IN COMMODITIES TRADING:

The Client has read, understood, appreciated and signed the Risk Disclosure Document of the Exchange. The Client agrees and declares as follows:

a) The Client has read the Risk Disclosure Document appended hereto and understood the trading and risks involved in trading in these instruments and shall be wholly responsible for all investment decisions and trades undertaken by him.

b) The Client shall be bound by the constitution, bye-laws, rules, regulations and notifications issued, customs of the exchanges on which the concerned trade is effected and the Statutory Authorities, MCX, from time to time, as well as other applicable laws as common business practices.

c) The Client shall deposit with the Member cash, securities or other property, which may be required to open and/ or maintain his account with the Member.

d) The Client shall not, either acting alone or in concert with others directly or indirectly, hold and control excess number pf permitted derivative contracts as fixed from time to time by the Exchange.

e) The Client shall not exercise a long or position where, acting along or in concert with others, directly or indirectly, the Client will have exercised in excess of the number of permitted future contracts as fixed from time to time by the Exchange.

f) All cash, securities or other property, which the Member may hold on behalf of the Client, shall be subject to a general lien for the discharge of the obligations of the Client under this agreement.

g) The Client hereby authorize the Member, at the Member's discretion and if the Member thinks fit, for its protection, to buy, sell or close out any part or all of the contracts held in the Client's account with the Member. The Client shall reimburse any or all incidental costs incurred by the Member.

h) The failure of Client to understand the risk involved or the failure of the Member to explain the risk to the Client shall not render a contract as void or voidable and the Client shall be responsible for all risks and consequences for entering into trades in Commodities.

6. TRANSACTION ORDER SYSTEM:

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

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

Signature of Member

Signature of Branch Agent **X**

Client's Signature (X30)

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

6.1 Execution of Order; Confirmation

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

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

(c) The Clients is required to ascertain all ledger balances of securities in his/her/its account which would be posted only on the relevant sections of the website and no separate intimation of the ledger balances of the Client in his/her/its account would be sent to the Client either physically or electronically.

6.2 Transactions through Internet

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

a. Bank Account

If the Client executes a power of attorney in relation to the operation of its bank account, the Member is hereby authorized to directly operate the bank account of the Client to the extent necessary to credit and debit the proceeds. Dues from the various transactions that are carried out by the Member on behalf of the client, and also to debit (i) depository participant account charges, (ii) Margin due to shortfall in Margin due from the Client, and (iii) any other charges or dues from the Client. The Client also agrees and shall authorize he designated bank to block the required amount in the designated bank account against the desired limits and settlement obligations solely on the instructions from the Member in this regard. Once the amounts in the account are blocked, the Member shall, if the order of the Client gets executed either fully or partially, instruct the bank to transfer the amount equal to such obligation to the Member's account on the settlement date or the pay in or pay out date and release the balance amounts that are blocked in the case where the order of the Client is partially executed or the full amount that is blocked in the case where the order does not get executed. The Client will not be allowed to withdraw, issue a cheque or otherwise use the blocked funds in its account. The Member will not be liable in any manner for any loss or claims that may be erroneously instructed by the Member to the designated bank.

b. Depository Account

The Client shall execute a power of attorney for the operation of its Depository account for issuing the necessary delivery instructions duly signed on behalf of the Client in respect of the contracts admitted for dealing on the Exchange.

c. Freezing of the Accounts

In a case where the Client executes the power of attorney referred to above, the client be entitled to exercise the right to

close/freeze/pledge the accounts with the depository participant and/or the bank, as the case may be, only if there is no obligation pending to be met by the Client or any member of the Client's Group in favour of the Member in the form of cash and/or security.

6.3 Phone Broking Services

a) Client is aware that the Member offers phone broking services to clients desirous of investing/trading in those contract admitted for dealing on the Exchange, through phone broking executives over pre-designated telephone numbers. The Client can place dealing orders through telephone by confirming his User id allotted by he Member at the time of account opening and his personal details as informed by the Client to the Member. The Client shall ensure proper safeguard of the user id allotted to him and keep his personal details confidential. The Client shall immediately notify the member in writing, delivered via e-mail and Registered AD, if the client becomes aware of any loss, theft or unauthorized use of the Client's account/ used id; or any failure by the Client to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the Client confirmation of an order and/or execution which the Client did not place; or any inaccurate information in the Client's account balances, commodities positions, or transaction history. In the case where the Client notifies such loss, theft or unauthorized use of the Client's user id to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the Client user id and personal details. When any of the above circumstances occur, neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any the circumstances described above.

b) In case of phone broking, the Client ensure the availability of funds/commodities in his/her/its account intimated to the Member, required for meeting his/her/its pay in obligations, at the time of placing the order through phone broking executive. The Member shall not be responsible for any claim, loss damage arising out of non availability/shortage of funds/commodities in the /Client's account for meeting the pay in obligation.

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

d) All orders duly received by The Member through the System or otherwise through any other mode as permitted by the Member may be executed in good faith and shall be valid as against the Client until separately cancelled in accordance with the provisions of this Agreement or automatically cancelled by the Exchange.

e) The Client understands and agrees that with respect to a market order or any other order, the Client will receive the price at which the Client's order is actually executed by the Exchange's systems; and such price may be different from the price at which the Commodity is trading when the Client's order is entered into the System or duly received by the Member through a Channel. The Client shall not hold The Member liable for any loss suffered by the Client due to any price difference.

f) The Client undertakes that the placing and order with the Member, including a market order, does not guarantee execution of the order. The Member has the absolute right to reject an order that may be made by the Client for any of the reasons stated herein below:

(i) breach of the requirement of maintaining the prescribed Margin in the Client's account or the bank account.

(ii) based on the Member's risk perception of such order, or instruction;

Signature of Member

Signature of Branch Agent **X**

Client's Signature **(X31)**

(iii) if the Member believes that to accept or executed such an order or instruction will may contravene a law or regulation.

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

7. ARRANGEMENTS WITH RELATIONSHIP BANKS:

The Member has relationship with one or more banks (the "Relationship Bank"). The web site of the Member has a payment window through a link to the web sit of Relationship Bank, which provides the facility. In such a case, the Client would make the payment for commodities/contracts purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount) directly to the account of the Member with Relationship Bank be means of a fund transfer. Similarly in the case where the Client makes an order for sale transaction is carried out. The Member expressly states that the payment gateway mechanism is a service offered by the Banks with whom the Member has established relations for facilitating the transfer of funds between the Client's account and the Member's account. The Member expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of (i) the payment gateway services offered by such Banks (ii) the Payment Mechanism;

8. SECURITY CODE(S), SECURITY PRECAUTIONS AND INFRASTRUCTURE:

8.1 Use of client-ID and Password

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

8.2 Recording Password

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

8.3 Responsibility for Use of Security Code(s)

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

such access and use, since the primary responsibility for such transaction shall be that of the Client.

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

8.4 Communication Equipment of the Client

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

8.5 Client's Infrastructure

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

8.6 Prevention of Unauthorized Use

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

8.7 Secure Electronic Records and Digital Signatures

In the event that the certifying authorities and other infrastructure contemplated under the Information Technology Act, 2002, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same is in place, the Member would have the right to require the Client to authorize the various transactions on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the Client password.

9. LIABILITY FOR INCORRECT INSTRUCTION

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

10. EXPOSURE:

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

11. PRICE OF SECURITIES:

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

12. ORDER ERRORS:

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

13. RECONFIRMATION OF CERTAIN ORDERS:

The Client hereby confirms that he/she/it is aware that the Member has provided on the web site a facility for reconfirmation

Signature of Member

Signature of Branch Agent **X**

Client's Signature **X32**

of orders which are unusual and/or large and need to be executed using the Member's discretion. These orders are subject to manual review and consequently execution of these orders may be delayed. The Member reserves the rights to reject any order on risk perceptions.

14. CANCELLATION OR MODIFICATION OF ORDERS:

- (i) The execution of order cancellations or modification or is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchanges. Market orders are subject to immediate execution. The Client shall not pressure that an order has been executed or cancelled or modified and the Client is required to verify the status of his/her/its orders on he web site in accordance with Clause above.
- (ii) Unless otherwise specified by the Member, any order not executed at the end of the day shall stand cancelled.

15. RESTRICTIONS ON ACCESS TO WEB SITE AND TRADING:

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

16. MARGINS:

16.1 Collateral Deposit

The following provision will apply for margin given in the form of securities: The Client may place margin with the member in form of securities as approved by the Member, such securities may at the discretion of the Member be marked as lien in favour of the Member form the account of he Client. The client agrees and authorized the Member placed as Margin after applying a haircut that the Member placed as Margin after applying a haircut that the Member deems appropriate. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of margins, the Client agrees to replenish any shortfall in the value of the margins immediately.

16.2 Shortfall in Margins:

- (i) The Client responsible for all orders, including any orders that may be executed without the required Margin in the Client's account. If the Client's order is executed despite a shortfall in the available margin, the Client shall, whether or not the Member intimated such shortfall in margin to the Client, instantaneously make up the shortfall.
- (ii) Any amendment in the percentage of margins as required to be maintained under this agreement, shall be intimated by the Member to the Client over telephone or in writing. The Client is required to make replenish the shortfall in such margins, if any, on demand of the same by the Member.

17. DELIVERIES

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

- (i) The Client acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Client) would be transactions for purchase and sales between the Client inter-se and the Clients would be personally liable to each other through the contract and relationship that are governed and regulated by the Bye-Laws, Rules and Regulations of the Exchange(s) and shall not be the responsibility of the Member.
- (ii) The penalty for failure of give or take delivery of commodities (by way of warehouse receipts in dematerialization form) as

levied by the Exchange including any loss and damages suffered by the Member shall be borne by the Client.

(iii) The Exchange may withhold, for such period(s) pay of any commodities and any funds constituting margins. The Member shall not be liable to the Client for any loss, damages incurred on account of such withholdings.

(iv) Notwithstanding anything contained in this agreement, the Member shall be responsible to the Client only for facilitating the placement of his dealing order in the Exchange. The transactions shall be deemed to have taken place between the Clients and the Clearing house/Exchange and the Member shall nor be deemed to guarantee or be responsible for the title, ownership, genuineness, regularity or validity of any security, transfer deed, or the delivery and payment in respect of the transactions. No liability shall attach to the Member by reason of anything done or omitted by the Clearing house/Exchange in course of its operations nor shall the Member be liable in any way in respect of the settlement of transactions by the Exchange/Clearing house or in respect of any delay in/non receipt of deliveries/payments from the Exchange/Clearing House.

(v) The Member may at its discretion (but shall not be obliged to), square off all or any outstanding positions of the Client on any/all Exchange or carry forward the purchase/sale position of the Client, at market price or at a price that the Member may think fit on occurrence of such events including but not limited to the following:

- a. the volatility in market
- b. impending price sensitive information
- c. any restrictions in relation to the volume of trading/ outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing house or by the Member.
- d. political instability.
- e. presence of any price sensitive factors.
- f. delays by the Client in meeting his pay in obligation/dues to the member.

(vi) In the event of death or insolvency of the Client of his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Client has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Client and the Client or his legal representative shall be liable for any losses, damages including statutory/regulatory charges, if any and be entitled to any surplus which may result therefrom.

18. PAYOUT OF FUNDS:

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

19. PAYMENT THROUGH CHEQUE:

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

(a) The Client or the constituent(s) of the "Family" of the Client (for the purpose of this agreement "Family" shall hereinafter mean all individuals, group companies, firms, entities and other persons as specified by the Client who have consented and agreed and who may hereafter agree and consent that their

Signature of Member

Signature of Branch Agent **X**

Client's Signature (X33)

accounts will be treated collectively) who may be registered as a Client with the Member under NCDEX derivatives segment agree that the account of the Client or that any of the constituents of FAMILY refers to and includes any account(s) in any of the above segments, taken individually or collectively including account(s) opened by the Member after signing of this agreement.

(b) The Client authorizes the Member to set off a part or whole of the collateral i.e. by way of appropriation of the relevant amount of cash or sale or transfer of any other collateral, in any account of the Client or of the constituent of the family of the Client and or/of the above constituent of the family of the client under the above mentioned agreement and /or in any of the above mentioned segment(s) of the constituent. The Client is aware and has agreed and authorized the Member to charge interest on net total debit balance of the family account, after appropriating of the credit balance(s) in the Family Account in case of NIL Debit balance after appropriating of the credit balance against the debit balance as per sub-clause (i) above, no interest shall be charged /payable by the Member.

(c) The member shall debit the interest as calculated above to the account of the Client or to any other Constituent of the Family as per the authorization received in writing from the family irrespective of the fact that the account to which the interest is charged has credit balance.

(d) The client is aware and has agreed that the above interest on the net debit balance shall be calculated on daily basis and charged on monthly basis to the Client account or the account as authorized by the family, for the purpose of calculating the margin requirements for granting the trading exposure limits.

(e) The above interest shall become due and payable on 31st march every year or on termination of this agreement as per provisions in this agreement herein, which ever is earlier.

21. SET OFF ACROSS THE EXCHANGES:

In the case where the Client or any member of the Client's Family maintains separate accounts with the Member to enable him/her/it to transact on each or the Exchanges (and any other exchanges to which this facility may be extended by the Member to the Client) or on any segment of the Exchanges the Client agrees that the Member may set off credit balances of in one or more of the accounts of the Client or any member of the Client's FAMILY in relation to the said exchanges and its segments against the debit balances in one or more of the accounts of the Client or any members of the Client's FAMILY in relation to the other exchange and segments of the Exchange.

22. DELAYED PAYMENT:

Notwithstanding anything contained in these presents, any amounts which are overdue from the Client or from the Member of the Client's family towards trading in the derivative segment or on accounts of any other reason to the Member or to any of the Member's group or associate companies will be charged delayed payment charges at the rate of 1.5% per month or such other rate as may be determined by the Member. The Client also agrees that any amount overdue from his/her (including the interest on delayed payment) shall be adjusted by the Member from dues owned to the Client by any group or associate company of the Member conversely, any money owed by any group or associate company of the Member to the Client shall be off set AGAINST the dues owned by the Member to the Client.

23. BROKERAGE AND OTHER CHARGES:

a) In consideration of providing Services and allied services, the Client shall pay brokerage fees and other charges and levies to the Member, at rate mutually agreed between the two parties to this agreement. The brokerage shall be paid in the manner intimated by the Member to the Client from time to time, including as a percentage of the value of the trade or as flat fee or otherwise, together with the service tax as may be applicable

from time to time on the same. The Client further agrees to pay any applicable taxes that may be levied on the transaction.

b) The rate of brokerage referred to in the mandatory clauses entered into for trades through NCDEX/MCX/NMCE or in the tripartite agreement entered with you and sub broker for trading in NCDEX/MCX/NMCE is a agreed to by me in the schedule disclosing commercial terms signed by me or in any statement or intimation as to alteration reduced to writing and signed by me and the stock broker.

24. CANCELLATION OF TRADES/MODIFICATION OF REQUESTS:

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

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

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

25. MEMBER CLIENT COMMUNICATION

25.1 Form of communication

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

25.2 Electronic Communication of Documents

The Member shall sent to the client by electronic means the contract note/ trade confirmations of the trades executed, bills and account statements. The Client agrees that the Member fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery. The Client understands that it is his/her/its responsibility to review, upon first receipt, whether delivered to Client by mail, by e-mail (including any auto replies from the system of the Member), or other electronic means, all confirmations, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the Client, if the Client does not object, either in writing or via electronic mail, within twenty four hours after any such document is sent to the Client. In all cases, the Member reserves the right to determine the validity of the

Signature of Member

Signature of Branch Agent **X**

Client's Signature **(X34)**

Client's objection to the transaction. The Client agrees that the Member will not be responsible for non-receipt of documents sent via electronic delivery due to change in e-mail address of the Client. The Client also agrees that the Member shall not take cognizance of out-of-office/out-of-station auto replies and the Client is deemed to have received such electronic mails.

25.3 Change of Address

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

25.4 Protection of Security Code(s)

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

25.5 Member's Liability

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

25.6 Amendment/Modification of the Terms

The Member may at any time amend these Terms, by modifying or rescinding any of the existing provisions or conditions or by adding any new provisions or conditions, by conspicuously posting notice of such amendment on the website. The Member shall not be required to communicate any modification or rescission individually to the Client either through physical or electronic form, and any separate notice of amendment or modification is deemed to be waived by the Client. The continued use of the services of the Member after such notice will constitute acknowledgment and acceptance of such amendment. These Terms (as amended or modified from time to time) represent the entire agreement between the Client and the Member concerning the subject matter hereof.

25.7 Notices/ Policies

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

26. TAPE RECORDING OF CONVERSATION:

The Client agrees that orders, instructions and other communication given or made over the telephone, may be

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

27. INDEMNIFICATION:

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

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

28. CONFIDENTIALITY:

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

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

29. SHARING OF INFORMATION

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

30. AMENDMENT:

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

31. LIMITATION OF LIABILITY:

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

Without limiting the generality of the foregoing, The Member specifically disclaims any guarantee or warranty that (a) the TOR Service and the Channels will be secure, uninterrupted of error free, (b) that defects in TOR Service and the Channels

Signature of Member

Signature of Branch Agent **X**

Client's Signature **X35**

will be corrected, (c) that there are no viruses or harmful content on or in the TOR Service and/or the Member Website, or (d) that the content on the Member Web site is correct, accurate, reliably, timely, legal and of ay specific quality.

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

32. FORCE MAJEURE:

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

33. TERMINATION:

Either party may terminate this Agreement by giving to other party not less than thirty calendar days prior notice in writing (such termination becoming effective upon expiry of such notice), provided that, in either case, such termination shall no effect any transaction or any obligation under this agreement (including that of indemnity) which is then outstanding and the provisions of this agreement shall continue to apply to each such transaction each obligation until all the obligations of each party other under this agreement and each transaction have been fully performed.

34. ASSIGNMENT:

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

35. SEVERANCE:

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

36. NON WAIVER:

No failure or delay by either party to exercise any right, power or privilege hereunder shall operate as a waiver not shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege as herein provided.

37. NOTICES:

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

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

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

38. JURISDICTION

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

FOREIGN JURISDICTION

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

39. PROPRIETARY TRADING:

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

Schedule above referred to

In Witness Thereof, the parties to agreement have caused these presents to be executed as of the day and year first above written.

SIGNED for and on behalf of

The Member:

By : _____

Signature : **X**

Title : _____

Witness (Name & Address) :

The Branch:

By : _____

Signature: **X**

Title : _____

Witness (Name & Address) :

The Constituent :

By : _____

Signature : **(X36)**

Title : _____

Witness (Name & Address) :

Appendix II
VOLUNTARY DOCUMENT
PENALTY CHARGES

Date:

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers,
Main Avenue, Panampilly Nagar, Kochi – 36

Dear Sir,

I hereby agree to pay all the amounts due to the broker on its due date. The amount due to the broker shall include all types of margin and pay-in obligation. In case if I do not make payment by the due date I understand and agrees to the penalty chargeable on the amount remaining outstanding by the Member and / or sale of the securities lying with the Member. If any cheque issued by me is bounced I am aware to pay 1% of the amount of the cheque as penalty or such other rates as may be determined by the MEMBER from time to time.

My Unique Client Code is

Yours faithfully,

(X37)

Signature of the Constituent (s)

Appendix III

OBTENTION OF CLIENT DECLARATION ON OPEN INTEREST POSITIONS

Date:

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers,
Main Avenue, Panampilly Nagar, Kochi - 36

Dear Sir,

Sub: My/Our request for trading in commodity forward contracts/ commodity derivatives on NCDEX as your client.

I / We, the undersigned, have taken cognizance of circular No. NCDEX/TRADING-114/2006/247 dated September 28, 2006 issued by the NATIONAL COMMODITY AND DERIVATIVES EXCHANGE LIMITED (NCDEX) on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertake to comply with the same in NCDEX.

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

I/We undertake to inform you and keep you informed if I/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/ directors/ karta/ trustee, takes or hold any position in any commodity forward contract/ commodity derivative on NCDEX through you or through any other member(s) of NCDEX , to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX 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 clients on NCDEX only on the basis of our above assurances and undertaking.

Yours faithfully,

For (Name of Client)

(X38)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Appendix IV

OBTENTION OF CLIENT DECLARATION ON OPEN INTEREST POSITIONS

Date:

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers,
Main Avenue, Panampilly Nagar, Kochi – 36

Dear Sir,

Sub: My/Our request for trading in commodity forward contracts/ commodity derivatives on MCX as your client.

I / We, the undersigned, have taken cognizance of circular No. MCX/TRADING-114/2006/247 dated September 28, 2006 issued by the MULTI COMMODITY EXCHANGE OF INDIA LIMITED (MCX) on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertake to comply with the same in MCX.

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

I/We undertake to inform you and keep you informed if I/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/ directors/ karta/ trustee, takes or hold 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 clients on MCX only on the basis of our above assurances and undertaking.

Yours faithfully,

For (Name of Client)

(X39)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Appendix V

OBTENTION OF CLIENT DECLARATION ON OPEN INTEREST POSITIONS

Date:

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers,
Main Avenue, Panampilly Nagar, Kochi – 36

Dear Sir,

Sub: My/Our request for trading in commodity forward contracts/ commodity derivatives on NMCE as your client.

I / We, the undersigned, have taken cognizance of circular No. NMCE/TRADING-114/2006/247 dated September 28, 2006 issued by the NATIONAL MULTI COMMODITY EXCHANGE OF INDIA LIMITED (NMCE) on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertake to comply with the same in NMCE.

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

I/We undertake to inform you and keep you informed if I/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/ directors/ karta/ trustee, takes or hold any position in any commodity forward contract/ commodity derivative on NMCE through you or through any other member(s) of NMCE, to enable you to restrict our position limit as prescribed by the above referred circular of NMCE 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 clients on NMCE only on the basis of our above assurances and undertaking.

Yours faithfully,

For (Name of Client)

(X40)

Signature of the Constituent (s)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Appendix VI
VOLUNTARY DOCUMENT
STANDING INSTRUCTIONS

Date:

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers,
Main Avenue, Panampilly Nagar, Kochi – 36

Trading A/c No.

Dear Sir,

Sub : **Standing Instructions** :

This is with reference to my/our trading account with you. I/we wish to place following standing instruction for operations of my/our account :

1. I/we understand that you require instructions for receiving / modifying or cancelling orders. However, since it is not practical to give written instruction for every order, I/we hereby authorized you to kindly accept my/our authorized representatives' verbal instructions/order over phone and execute the same and conform to us through telephone only followed by contract notes.
2. Since you are issuing electronic contract notes bearing order numbers and trade numbers on daily basis, please do not issue the order/trade confirmation slips as generated from the TWS system, unless otherwise requested by me/us in writing. We hereby agree to check our e-mail account and confirm the receipt and accuracy of the contract notes. In case of discrepancy, I will inform within 24 hours.

You are requested to follow the above mentioned standing instructions until further written notice

Thanking you,

Yours faithfully,

(X41)

Signature of the Constituent (s)

To
Celebrus Commodities Limited
 Regd. Office: 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036

DECLARATION

The undersigned constituent hereby authorizes the Member (Celebrus Commodities Limited) to buy and/sell contracts admitted for dealing on NCDEX, NMCE, MCX and/or any other Commodity Exchanges (s) in which the Member is authorized to deal based on orders or instructions made orally or in writing, either telephonically or through any other media including e-mail, fax etc and the constituent will have the full responsibility of transactions.

The constituent hereby authorizes the Member to hold any payouts due to him/her in his/her/its account with the Member and treat it as his/her/its margin for trading until requested in writing by him/her/it. The constituent hereby authorizes the Member to maintain the account as a running account

The Constituent hereby authorizes the Member to issue contract notes and/or ledger statements electronically, in respect of his/her/its transactions with them. Contract notes and/or ledger statements sent to the email ID of the Constituent

(e-mail ID _____) shall be deemed as valid delivery of contract notes and/or statements.

The Constituent specifically authorizes the Member to set off the outstanding in the account maintained by the Member of any members of the Client's Family, against the money standing to the credit of the account maintained by any other Family member across any Commodity Exchanges.

(X42)

 Signature of the Client

Client Code:

CONSENT TO RECEIVE THE CONTRACT NOTE AND ACCOUNT STATEMENT BY E-MAIL

To Date:

Celebrus Commodities Limited
 Regd. Office: 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036

Sir,
 My Unique Client Code is.....

I/We hereby consent to receive the contract note / trade confirmations of the trades executed by me / us, bills and account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act 2000 to any of my below mention Email Ids.

E-mail ID -1:	Email ID-2:
---------------	-------------

I / we further hereby agree that the member shall fulfill the legal obligation, if the above documents are sent electronically to any one of the said e-mail ids. I / we undertake to check the contract notes and bring the discrepancies to your notice within 48 hours of the execution of the trade. My / our non verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. I / we agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address / correspondence address or for any other reason which inter alia include the malfunction of my / our computer system / server / internet connection etc. I / we also agree that the member shall not take cognizance of out-of-office / out-of-station auto replies and I / we shall be deemed to have received such electronic mails.

Yours faithfully,

(X43)

(Name & Signature of client)

Notes:

1. The Digital contract notes will be issued in digital form in compliance with the guidelines issued by SEBI / Exchanges from time to time.
2. Digital Contract will be mailed to the E-mail address provided to us in the format as may be prescribed by the Exchange from time to time.
3. Digital Contract will also be available at URL. <https://celebruscommodities.com> and clients can view it by using user name and password.
4. In case of any failure in the system of digital contract notes, contract notes will be issued in physical form, which shall be binding on the client.
5. Discrepancies, if any, should be sent to the branch or to E-mail id grievance@celebruscommodities.com within 48 hours of issuance of digital contract notes.
6. All other communication (such as Statement of Funds and Securities / Important announcements and notices) shall be emailed to client at the e-mail id given by the client.
7. In case of statement of funds and securities, client will have time to report the discrepancies within 30 days of the issuance of the Statement.
8. In case of important announcement and notices, the client will have to raise the query within the time specified in the respective communication. If the client is not able to respond with in the time specified, it shall be assumed that client has taken notes of the communication and he does not have any objection and / or query on the said communication.
9. Feedback or objections may be raised by sending an email to grievance@celebruscommodities.com

Any changes in the above terms and conditions shall be intimated to client from time to time through by an email or letter and non bouncing of email shall be considered as a valid delivery of the client and stock broker shall not be responsible for the consequences thereof.

**VOLUNTARY DOCUMENT
LETTER FOR OPERATIONS OF ACCOUNT**

Name :
Client Code :

Dear Sir,

Sub : Standing Instructions for our dealings and operations with M/s Celebrus Commodities Limited in Commodity Market Segment of NCDEX, NMCE, MCX and/or any other Commodity Exchanges (s)

With reference to the captioned subject I/We request you to kindly consider the following as my/our standing instructions for the smooth conduct and operations of my/our dealing with you:

1. You are requested to kindly note that the orders placed/ cancelled by me/us need NOT be noted in the order book as it is a time consuming affair and may lead to loss due to non-execution of the orders in time due to formalities involved.
2. I/We hereby authorize you to accept my/our verbal instructions for placement/ modification/ cancellation of orders and I/ We expressly agree that once the trade confirmation is sent to you and/ or contract note is accepted by me, there shall be no question in relation of execution or non-execution or inappropriate execution of my/ our orders for a particular trading day. I/We also state that I/We do not require order slip(s) and Trade Slip(s) generated by the computer system pertaining to my/our orders/transactions.
3. I/We confirm that I/We am/are desirous of regularly dealing in Commodity Market and request you to maintain a running account for funds and securities on my/our behalf with out settling the account on settlement of each transaction on my/ our behalf. I/We further request you to retain all amounts payable and securities receivable by me/us until specifically requested by me/us in writing to be settled or to be dealt with in any manner. I/We also understand and agree that no interest will be payable to me/us on the amounts or securities so retained with you. Further you may treat the credit balance in ledger and securities lying with you as margin.
4. I/We hereby confirm to make payments for purchase and clear all debits before pay-in date.
5. I/We am/are aware and noted that delay in settling pay-in obligations will attract penal charges and I/We here by undertake to pay/ authorize the broker to debit such penalties in my/our account.
6. I/We hereby confirm that you may at your own discretion adjust credits among exchanges/ segments by passing a Journal Entry, Bank Entry or any other manner that you deem fit without my our specific prior approval/ confirmations. I/We hereby irrevocably authorize you to square off my/our outstanding position pursuant to the authorization contained herein shall be proper, valid and effectual discharge of your obligation for such squaring off of the outstanding position.
7. I/We undertake that I/We shall not deposit/ transfer deliver any cheque of third party to you and I/We further undertake that I/We shall not transfer the deliveries for my/our pay-in or any other obligations from third party demat account.
8. Any delay that may occur in sending bills/ contract/ payment of funds/ deliveries of Commodity Futures Contracts by the broker, which may be due to procedural and/ or operational reasons, is acceptable to me/us.
9. I/We am/ are aware that the broker will not be held responsible for any loss that may occur due to technical failure/ natural calamities/ theft/ fire/ etc. or any other reason which may be beyond the control of the broker.
10. I/We further state that change in e-mail address, postal address or any other particulars as provided in KYC (Know your Client) form, will be intimated to you in writing immediately.
11. I/We further state and declare that I/We will reconcile my ledger account and demat account with you on continuous basis and in case of any discrepancy the same will be immediately brought to your notice in writing. I/We further state with regard to the same we will send you written confirmation on monthly basis else you may kindly consider the same as reconciled and in order.
12. All the orders placed by me/us with you are on my/ our own account and not on behalf of my/ our clients. I/We shall not indulge in any sub-broking activities, nor issue bills/ contracts/ confirmation notes to anyone else for the trade done on the NCDEX/ MCX or NMCE
13. All fines/ penalties and charges levied on you due to my/our transactions/ deeds/ actions may be recovered by you from my/ our accounts.
14. I/We am/ are aware and have noted that the member does only client based business and is not involve any proprietary trading.

I/We hereby confirm that the standing instruction as mentioned herein above has been by me/us with my/ our full consent and not out of any coercion, undue influence or pressure of pressure of whatsoever manner.

Yours faithfully,

(X44)

Signature of the Constituent (s)

Date:

DOS & DON'TS IN COMMODITY FUTURES MARKET

A. Dealing in Commodity Futures

Do's

- ✓ Read, understand and be updated about the guidelines and circulars of the Exchange and of the Forward Markets Commission.
- ✓ Refer and understand all the provisions of Forward Contracts (Regulations) Act, 1952 dealing with futures trading in commodities and amendments thereof from time to time, including provisions and rates relating to the sales tax, value added tax, APMC Tax, Mandi Cess and Tax, octroi, excise duty, stamp duty, etc., applicable on the underlying commodity of any contracts offered for trading by NCDEX.
- ✓ Read the commodity contracts circulars issued by NCDEX and carefully note the contract specifications of the commodity in which you wish to trade. The contract specifications are subject to change from time to time.
- ✓ Before entering into buy and sell transactions please be aware of all the factors that go into the mechanism of pricing, trading and clearing.
- ✓ Read the product note of the commodity in which you wish to deal to understand the commodity and parameters that impact on the trading and settlement of the commodity.
- ✓ Understand the Delivery & Settlement Procedures of the commodity that you wish to deal in the futures market.

Don'ts

- ⊗ Do not fall prey to market rumours.
- ⊗ Do not go by any explicit/implicit promise made by analysts/advisors/experts/market intermediary until convinced.
- ⊗ Do not deal based on Bull/Bear run of commodity markets sentiments.

- ✓ Study historical and seasonal price movements of the commodity that you wish to deal in the futures market.
- ✓ Keep track of Governments' Policy announcements from time to time of the commodity that you wish to deal in the futures market .
- ✓ Apply your own prudent judgment for investments in commodity futures and take informed decisions.
- ✓ Comply with Taxation and other Central Government/State Governments regulatory issues.
- ✓ Go through all Rules, Bye Laws, Regulations Circulars and directives issued by NCDEX.
- ✓ Since the investment is based on various types of margins, be aware of the risks associated with your positions in the market and margin calls made from time to time.
- ✓ Collect/Pay Mark-to-Market margins on your futures positions on a daily basis from/to your member.
- ✓ Be aware of your risk taking ability and fix stop-loss limits. Liquidate your positions at such levels to reduce further losses, if any.
- ✓ In case of any doubt/problems, contact Exchange's Help Desk or email at askus@ncdex.com

- ⊗ Do not go by the reports/predictions made in various print and electronic forms without verification.
- ⊗ Do not trade on any product without knowing the risk and rewards associated with it.

B. Dealing with Members

Do's

- ✓ Trade only through registered members of the Exchange. Check with the Exchange to see whether the member is registered with the Exchange.
- ✓ Insist on filling up a standard 'Know Your Client (KYC)' form and on getting a Client-Id.
- ✓ Insist on reading and signing standard 'Risk Disclosure Agreement'.
- ✓ Cross check the genuineness of trades carried out at NCDEX through the trade verification facility available on NCDEX website. The trades can be verified online at www.ncdex.com/marketdata/hist_trade_verification.aspx where trade information is available up to 3 working days from the trade date.
- ✓ While trading through an authorized person ensure that a duly signed contract note has been issued by the member or its authorized persons for every executed trade, highlighting the details of the trade along with your unique Client-Id.
- ✓ Obtain receipt for collaterals deposited with the member towards margins.
- ✓ Go through the Rules, Bye-laws, Regulations, Circulars, directives, notifications of the Exchange as well as of the Regulators, Governments and other authorities and details of Client-Trading Member Agreement to know your rights and duties vis-à-vis those of the member.

Don'ts

- ⊗ Do not start trading before reading and understanding the Risk Disclosure Agreement and entering into the prescribed agreement with the Member.
- ⊗ Do not deal with unregistered intermediaries even if their charges are lower and/or margins are lesser.
- ⊗ Do not undertake off-market transactions in commodities with a member of the Exchange, unless such member records in the agreement for sale, note or memorandum that he is selling/purchasing the goods as the case may be, for his own account and obtains a consent from you in respect thereof as required u/s 15 (4) of the Forward Contracts (Regulation) Act, 1952.

- ✓ State clearly who will be placing orders on your behalf. Give precise and clear instructions while placing, modifying or canceling orders.
- ✓ Ask all relevant questions and clear your doubts with your member before transacting.
- ✓ 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.
- ✓ Insist on receiving the bills for every settlement.
- ✓ Insist on periodical statements of your ledger account.
- ✓ Scrutinize minutely both the transaction as well as the holding statements that you receive from your Depository Participant.
- ✓ Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
- ✓ Ensure that the DIS numbers are preprinted and your account number (Client-Id) is mentioned in the DIS book.
- ✓ Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
- ✓ Pay required margins in time and only by Cheque and ask for receipt thereof from the member.
- ✓ Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.

- ⊗ Do not neglect to set out in writing, orders for higher value given over phone.
- ⊗ Do not accept unsigned/duplicate contract note/confirmation memo.
- ⊗ Do not accept contract note/confirmation memo signed by any unauthorized person.
- ⊗ Do not delay payment/deliveries of commodities to member.
- ⊗ Do not get carried away by luring advertisements, rumours, hot tips, promise of unrealistic returns, etc.
- ⊗ Do not forget to take note of risks involved in the investments.
- ⊗ Do not sign blank Delivery Instruction Slips (DIS) while furnishing securities deposits and/or keep them with Depository Participants (DP) or broker to save time.

C. Rights of a Client:

- ✓ In case of any disputes with the Member regarding the trades done on the Exchange platform, the client could contact the Exchange for suitable redressal as per Bye laws of the Exchange including use of mediation/arbitration mechanisms of the Exchange. The clients would be required to produce copies of the agreements entered into by them with their member, for obtaining relief through the process of arbitration. Hence, clients are advised to obtain copies of signed agreement from members and keep such copies with them. Further, all copies of all correspondence to and from members may be preserved for producing them to the arbitrators, if required.
- ✓ All rights as per the Rules, Bye Laws and Regulations of the Exchange are available to a client in respect of all transactions traded on the

Exchange and for which the clients have a contact note duly issued by the member.

- ✓ In case of any disputes in respect of the trades on the Exchange or in the contract notes or any complaint against the member, take up the issue with member directly. In case of nonresolution, file written complaint against the member with the Exchange within 6 months from the date of cause of action. (Details and Format are available in Regulation 21.4.2 of the Regulations and Chapter 11, Clause 4, Part A, Bye Laws of the Exchange. The details are available respectively on NCDEX's web site –

<http://www.ncdex.com/Aboutus/regulation.aspx>

<http://www.ncdex.com/Aboutus/byelaws.aspx#>

(X45)

Name & Signature of the Client

(If Partner, Corporate, or other Signatory, then attest with company seal.)

Date :

DECLARATION OF HUF
(On Letter Head of HUF)

To,

Celebrus Commodities Limited

Regd. Office: 27/540, IIIrd Floor, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036

Dear Sir,

Re: Opening of a trading account

We request you to open a Trading Account ("the Account") in the name of HUF" for the purpose of dealing in commodities, derivatives and other financial instruments through you.

Mr is the Karta of the above Hindu Undivided Family (HUF) and is authorized to open and operate singly the trading account with Celebrus Commodities Limited, in the name of the HUF for the purpose of making use of the broking, trading and other services offered by you and sign all forms and documents for and on behalf of the HUF.

We confirm that the activities and business of the said HUF is carried on mainly by the said Karta as also by the other signatories hereto in the interest and for the benefit of the entire body or co-parceners of the HUF. We further confirmed that the Karta is authorized to sign on behalf of the HUF and has full and unrestricted authority to bind all members of the HUF, however constituted from time to time. We declare and state that the Karta is authorized to execute all deeds, documents, papers, agreements, power of attorney(ies), documents creating security, Demand Promissory Notes etc. in respect of the Account.

We understand that in case of HUF, a beneficiary account can be opened with Depository Participant in the name of the Karta as per the current regulations. To facilitate the operation of the above Trading Account with you and or the purpose of completing the obligations arising out of the same, we authorize you to effect transfers to and from the beneficiary account opened in the name of the Karta. We also authorize the Karta to execute such power of attorney(ies) in your favour including but not limited to powers of attorneys to operate any bank account of the HUF and any demat account opened in the name of the Karta for the HUF.

We request and authorize you to honour operations and instructions under the signature(s) of the Karta in respect of the Account.

We also undertake that any and all claims due to you from the said HUF shall be recoverable personally from all or any of us and also from the entire family properties of the HUF of which the first signatory in the Karta, including the share of the minor co-parceners.

We hereby undertake to inform you of the death or birth of co-parceners or of any change occurring at any time in the membership of the HUF during the subsistence of the Account.

We confirm to have read and understood the terms and conditions to the Account and relating thereto and shall always be bound by and abide with them and their amendments from time to time.

Yours faithfully,

Signature of Karta:

Full Name:

Date:

[To be signed by the Karta. Please attach the details of all members including female members of the HUF in the following format with the seal and signature of Karta. Name should be suffixed with details like s/o, d/o, w/o as the case may be, with address where the address is different from the HUF address]

Adult Co-parceners

Name	Son/Daughter/Wife of	Address

Minor Co-parceners

Name	Son/Daughter of	Address	Date of Birth

FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE / TRUSTS
(On Letter Head of Company/ Trust)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS/TRUSTEES/ OF _____ Ltd./ TRUST AND HAVING ITS REGISTERED OFFICE AT _____ HELD ON _____ DAY OF _____ 20____ AT _____ A.M./P.M.

RESOLVED THAT the Company / Trust be registered as CLIENT with CELEBRUS COMMODITIES LIMITED , Member of the NATIONAL COMMODITY AND DERIVATIVES EXCHANGE (NCDEX), NATIONAL MULTI COMMODITY EXCHANGE OF INDIA (NMCE) AND MULTI COMMODITY EXCHANGE OF INDIA LTD (MCX). for the purpose of dealing in COMMODITIES products and the said Member be and is hereby authorized to honour instructions, oral or written, given on behalf of the Company / Trust by any of the under noted authorized signatories:-

<u>Sr. No.</u>	<u>Name</u>	<u>Designation</u>
----------------	-------------	--------------------

- 1.
- 2.

who are authorized to sell, purchase, transfer, endorse, negotiate and/or otherwise deal with /through deal through CELEBRUS COMMODITIES LIMITED on behalf of the Company /Trust.

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

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

For _____ Ltd.

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

<u>Sr. No.</u>	<u>Name</u>	<u>Specimen Signatures</u>
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- 1.
- 2.

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

AUTHORITY LETTER IN FAVOUR OF MANAGING PARTNER(S)
(On Letter Head of Firm)

To
Celebrus Commodities Limited
Regd. Office: 27/540 C, EAK Towers, Main Avenue, Panampilly Nagar, Kochi-682 036

Dear Sir,

We the partners of M/s _____, a Partnership Firm, having its office at _____ hereby authorise Mr./Ms. _____ and Mr./Ms. _____ to open a Commodity Futures Trading Account on behalf of the firm with the Trading Member Celebrus Commodities Limited in the Commodity Futures Market Segment or any other segment that may be introduced by NCDEX/ MCX/ NMCE in future. He/She/They is/are/ authorised to sell, purchase, transfer, endorse, negotiate documents and/or/otherwise deal through Celebrus Commodities Limited on behalf of the firm and the said Trading Member is hereby authorised to honour all instructions oral or written, given on behalf of the firm by him/ her/ them. He/She/They is/are/ authorised to sign, execute and submit such applications, undertakings, agreements and other requisite documents writing and deeds as may be deemed necessary or expedient to open account and give effect to this purpose.

We also recognize that a beneficiary account cannot be opened with a depository participant in the name of a Partnership firm as per Depository Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the commodities transfer obligations pursuant to the trading operations, we authorize you to recognize the beneficiary account No. _____ with depository _____ opened as solely/ jointly in the names of Managing Partner/ Partners of the firm.

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

Thanking You,
Yours faithfully,

[Name and Signature of the Managing Partner(s) with the rubber stamp]

Specimen Signatures of the Authorized Persons

<u>Sr. No.</u>	<u>Name</u>	<u>Designation</u>
----------------	-------------	--------------------

- 1.
- 2.

The above signatures to be attested by the person signing the resolution for account opening on behalf of the Firm.

(To be executed at the discretion of the Trading Member and the Client)

(X46)

This agreement is made at COCHIN this..... day of
 20.....by and between CELEBRUS COMMODITIES LIMITED, a
 Company registered under the Companies Act, 1956 and having its
 Regd. Office: at 27/540 C, EAK Towers, Main Avenue, Panampilly
 Nagar, Kochi-682 036 (Member of multi commodity Exchange of India
 Ltd (MCX)/ National Commodity & Derivatives Exchange Limited
 (NCDEX)/National Multi-Commodity Exchange of India Limited
 (NMCE) hereinafter called MEMBER and a, a
 company / trust / firm / individual or any other body duly formed and
 registered under the Relevant Act, hereinafter called the Client, having
 its residence/ registered office at.....

WITNESSTH:

Whereas the MEMBER is registered as TRADING AND CLEARING MEMBER
 of Multi Commodity Exchange of India Ltd (MCX) National Commodity &
 Derivatives Exchange Limited (NCDEX)/ National Multi-Commodity Exchange
 of India Limited (NMCE) (hereinafter called Exchanges) whereas the CLIENT
 is desirous of investing/ trading in those contracts admitted for dealing on
 the Exchange as defined in the Bye-Laws of the Exchanges.

Whereas the CLIENT has satisfied itself of the capability of the MEMBER
 to deal in those contracts admitted for dealing on the Exchanges and wishes
 to execute his orders through him and the CLIENT shall continue to satisfy
 itself of such capability of the MEMBER before executing orders through
 him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself
 about the genuineness and financial soundness of the CLIENT and
 investment objectives relevant to the services to be provided.

Whereas the MEMBER has taken steps and 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 on that liability and the capacity in
 which it acts.

In consideration of the mutual understanding as set forth in this agreement,
 the parties thereto have agreed to the following terms and conditions:

GENERAL TERMS AND CONDITIONS GOVERNING INTERNET TRADING

- (a) Internet Order system
 The Client shall place his/her/its orders to the Member through the
 internet over the Member's website or through telephone when the
 Client is unable to place orders through internet or when it is highly
 inconvenient for him to place his orders through internet or in such
 other manner as the Member may permit.
- (b) Legal Compliance
 The Client confirms that he has read, understood and signed the Risk
 Disclosure Document appended with the client registration form and
 understands the risks involved in the purchasing, selling and trading in
 contracts (including entering into Derivative Contracts), whether such
 risks are contained in the Risk Disclosure Documents or not, and client
 is fully responsible for his/her/its dealings. The client shall be bound by
 the Risk Disclosure Documents and all amendments there to from time
 to time and the Client undertakes to continuously remain aware of such
 amendments.
- (c) Authorisation to Member
 The Client hereby authorize the Member to take all such steps on the
 clients behalf as maybe required or advisable in the Members opinion
 for compliance with the Exchange Provisions or any other provisions of
 the law to complete or to settle all transactions entered in to through or
 with the Member or executed by the Member on behalf of the Client.
 However, nothing herein shall oblige the Member to take such steps.
- (d) Investment Advise and Information
 Client agrees that all investment and disinvestment decisions of the
 client are based on the Client's own evaluation of markets and investment
 objectives. This extends to any decision made by the Client on the
 basis of any information that may be made available on the website of
 the Member. The Client will not hold nor seek to hold the Member or any
 of its officers, Directors, employees, agents, subsidiaries, affiliates
 etc. liable for any trading losses or other losses, caused or information,
 research opinion or advise or any other material information whatsoever
 on the website of the Member whether put-up by the Member or any
 other agencies. The Client agrees that he will not solicit any advise or
 opinion for taking investment decisions from the Member or his
 employees etc. and even if he suffers any loss by relying upon any
 such information or advice allegedly supplied by the Member or his
 employees, agents or associates, the Client will not hold the Member
 responsible for such advice or opinion.
- (e) Further documentation
 The Client agrees to execute any further documents as directed by the
 Member for any legal compliance or to comply the directions from the
 Exchanges or any Regulatory Authorities or to follow Member's policies
 which are not in violation of any legal provisions. The Client further
 agrees that he/she/it shall notify in writing any material change,
 immediately after such change, in the information provided by the
 Client to the Member at the time of opening of the Clients account with
 the Member or at any time.
- (f) Order placement through Telephone
 1. The Client is aware that the Client can place orders through
 telephone and while passing of such orders the Member or his employees
 may ask the Client details including his Client ID allotted by the Member
 at the time of account opening and his personal details as informed by
 the Client to the Member for the purpose of confirming the fact that the
 order has been placed by the Client himself. The Client shall ensure

proper safe guard of the Client ID allotted to him and keep his personal
 details confidential. The Client shall immediately notify the Member in
 writing, delivered via e-mail and registered AD, if the Client become
 aware of any loss, theft, or unauthorized use of the Clients account/
 User Id, or any failure by the Client to receive an accurate confirmation
 of an execution including the contract note for the same or any receipt
 by Client of confirmation of an order and/ or execution which the Client
 did not place; or any inaccurate information in the Client's account
 balances, transaction history. In the case where the Client notifies such
 loss. Theft or unauthorized use of the client's Client Id the member
 shall suspend the use of the account of the client. However the client
 shall be responsible and liable for all transactions that are carried out by
 the use of the Client Id and personal details. When any of the above
 circumstances occur neither the Member nor any of its officers,
 directors, employees, agents, affiliates or subsidiaries will have any
 responsibility or liability to the client or to any other person whose claim
 may arise through the client with respect to any of the circumstances
 described above.

2. While placing orders through telephone as stated above, the
 Client shall ensure the availability of funds in his/her/its account
 intimated to the Member, required for meeting his/her/its pay in
 obligations, at the time of placing the order through telephone to the
 Member. The Member shall not be responsible for any claim, loss
 damage arising out of non-availability /shortage of funds in the Client's
 account for meeting the pay in obligation.

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

4. The Client is required to ascertain the status of his/her/its order
 (including and rejection of the same) and no separate confirmation of
 the execution/rejection of the order would be sent to the Client either
 physically or electronically unless the client specifically request to the
 Member for the same with respect to any order placed by the client.
 Further, the Exchanges may cancel the trade suomoto without giving
 any reason thereof. The Member shall not be liable for any losses,
 damage or claims on account of such rejection or cancellation of any
 trade for any reason whatsoever. Further, member may, at its sole
 discretion, subject any order made by the CLIENT to manual review
 and entry, which may cause delays in the execution of the CLIENT'S
 orders. The Client can view the transactions of the Client using the
 interest Trading software of the Member. The physical copy of the
 transaction statement or the account statement shall be sent only on
 request to the Client.

- (g) The failure of a Client to understand the risk involved or the failure of
 a Member to explain the risk to the Client shall not render a contract as
 void or voidable and the Client shall be and shall continue to be responsible
 for all the risks and consequences for entering into trades in Derivatives.
- (h) The Client hereby authorizes the Member at its discretion and if the
 Member deems fit for its protection to buy, sell, or close out any part or
 all of the derivative contracts held in the Client's account with the
 Member in case of shortfall in margin. Any or all incidental expenses
 incurred by the member for the same will be reimbursed by the Client.
 The Client is liable to pay an initial margin-up-front on or before creating
 a position in any Derivative contract. Such margin shall be decided by
 the member or the Exchanges from time to time. The Client may also
 be liable to pay withholding margins, special margins or such other
 margins as considered necessary by the Member or the Exchanges
 from time to time. The Members is permitted in its sole and absolute
 discretion to collect additional margins (even though not imposed by
 the Exchanges) and the Client shall be obliged to pay the same.
- (i) In case where the payment by the Client towards the Margin is made
 through a Cheque/DD issued in favor of the Member the trade(s) may
 be executed by the Member upon the realization of the funds of the said
 Cheque/DD if the Member so opts.
- (j) Mistaken Order
 The Member shall not be responsible for any order that is made by the
 Client by mistaken and every order that is entered by the Client through
 the use of the allotted Client Id and the password shall be deemed to
 be a valid order for which the Client shall be fully responsible.
- (k) Cancellation or Modification of Orders
 (i) The execution or order cancellations or modifications are not
 guaranteed. Cancellation or orders is possible only if the original order
 remains pending at the Exchanges. Market orders are subject to
 immediate execution. The Client shall not presume that an order has
 been executed or cancelled or modified on placing such orders and the
 Client is required to verify the status of his/her/its orders on the
 website in accordance with the Clauses as provided above.
 (ii) Unless otherwise specified by member, any order not executed
 at the end of the day shall stand cancelled.
 (iii) The trade(s) may be insufficient bids or offers or suspension of
 trading due to price limits or circuit breakers.
 A) There may be insufficient bids or offers or suspension of trading
 due to price limits or circuit breakers.
 B) The electronic trading systems either at the exchange or in the
 event of trade cancellation due to such events or vulnerabilities, Member
 shall be entitled to cancel relevant contact(s) with the CLIENT. At
 times, due to unforeseen circumstances member may not be able to
 execute the desired transactions (either the CLIENTS own transactions
 or transactions for enforcing margins as provided in this agreement) on
 a timely basis. Member does not accept responsibility for any losses

Signature of Member

Client's Signature (X47)

that the CLIENT may incur on such eventualities beyond the control of Member.

- (l) The CLIENT agrees that the MEMBER shall not be liable or responsible for non-execution of the orders of the CLIENT due to any link/system failure at the CLIENT/ MEMBERS/CHANGE end.
- (m) **Recording of Conversations**
The Client agrees and authorizes the Member, at its sole discretion and without prior notice to the Client, to record any conversation between the Client and the Member. Such recording shall be accepted as conclusive and binding evidence for all purposes including to resolve disputes regarding execution of orders subject to these Terms. However the Member is not bound to record all such conversation between the client and the Member.
- (n) **Conclusiveness of Records**
The Member's own records of the trades/transaction maintained through computer systems or otherwise shall be accepted as conclusive and binding on the Client for all purposes.
- (o) **Interruption in Service**
The Member does not warrant that the service will be uninterrupted or error free. The service is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied, including, without limitation, those of merchantability and fitness for a particular purpose. The Client agrees that the Member shall not be held responsible for any breakdown of the systems either due to the fault of the systems of the Member or of the Exchange or otherwise.
- (p) **Indemnity**
Though orders are generally routed to the market/place immediately after the time the order is placed by the Client on the system there may be a delay in the execution of the order due to any link/system failure at the Client/member/Exchange's end. The Client hereby specifically indemnifies and holds the Member harmless from any and all claims, and agrees that the Member shall not be liable for any loss, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, systems failure, security failure on the internet, shut down of systems for any reason (including on account of computer viruses), unauthorized access, theft any fraud committed by any person whether in the employment of the Member or otherwise or any problem, technological or otherwise that might prevent the Client from contacting the Member through telephone or entering the Member's systems or from executing an order or in respect of other conditions.
- (q) **Severability**
In the event of finding any terms and conditions of this agreement, invalid or unenforceable by any competent authority, such invalidity or unenforceability will attach only to such provisions or terms of this agreement and the remaining portion of the agreement will be fully valid and enforceable.

MEMBER CLIENT COMMUNICATION


- (a) **Change of Address**
Unless the Client informs the Member of the change of the address for communication in writing all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the Client irrespective of whether they are actually received or not.
- (b) **Protection of Password and Client Code**
The Client shall immediately notify the Member in writing, delivered via e-mail and Registered AD, if the Client becomes aware of any loss, theft or unauthorized use of the Client's Password, Client Id and account number or any receipt by the Client of confirmation of an order and /or execution which the Client did not place; or any inaccurate information in the Client's account balances, transaction history. In case when the Client notifies such loss, theft or unauthorized use of the Client's Password, Client Id and account number to the Member, the Member shall suspend the use of the account of the Client. However, the Client shall be responsible and liable for all transaction that are carried out by the Client password. When any of the above circumstances occur, neither the Member nor any of its officer's directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client with respect to any of the circumstances described above.

SECURITY SAFEGUARDS

- (a) **Use of Client-ID/Client Code and Password**
The Client confirms and agrees that it will be the sole authorized user of the Client Id/Client Code and Password or other identification or security code (by whatever name called) to be given to the Client by the Member to access Member's system or service through Member's website, over the telephone or in such other manner as may be permitted by the Member for availing of the service. The Client accepts sole responsibility for use, confidentiality and protection of the Client Id/ Client Code, Passwords, etc. as issued by the Member to the Client

from time to time (hereinafter referred to as "Security Codes") as well as for all orders and information changes entered into the Client's account, using such security codes. The Client shall ensure that such security codes are not revealed to any third party or recorded in any written or electronic form and if the Client forgets the security codes, a request for change of such Security codes should be sent to the Member in writing. On receipt of such a request, the Member shall discontinue the use of the old security code (s) and shall generate a new security code(s) for the Client which shall be communicated to the Client. However, the Client shall be responsible and liable for all transactions that are carried out by the use of the old security code(s). Neither the Member nor any of its officers, directors, employees, agents, affiliates or subsidiaries will have any responsibility or liability to the Client or to any other person whose claim may arise through the Client in respect of the circumstances described above. The CLIENT is aware that authentication technologies and strict security measures are required for the internet trading 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.

- (b) **Responsibility for Use of Security Code(s)**
The Client is aware that the Member's Internet Trading System itself generates the initial password and that the Member is aware of the same. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords are not known or available to the Member. Any order entered using the Client's code(s) either through the web site or through telephone or otherwise is deemed to be that of the Client. If third parties gain access to the Member's services through the use of the Client's security code(s) the Client will be deemed to be responsible for the same and hereby indemnifies and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Client.
- (c) **Communications Equipment of the Client**
The Client is responsible for installing and maintaining the communication equipment (including personal computers and modems) and telephone or alternative services required at the Client's end and connectivity required for accessing and using the web site or related services. All communication costs, service charges, levies and fees incurred by the Client in accessing the web site or related services will be borne by the Client.
- (d) **Client's Infrastructure**
For the purposes of these Terms, it is presumed that the Client has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site of the Member. The Member will not (and shall not be under any obligation) to assist the Client in installing the required infrastructure or obtaining the necessary equipment permits and clearances to establish connectivity or linkages to the website of the Member.
- (e) **Secure Electronic Records and Digital Signatures**
In the event that the certifying authorities and other infrastructure contemplated under the information Technology Act, 2000, for ensuring secure electronic records and secure digital signatures is notified by the concerned authorities and the infrastructure to enable the same in place of the existing system, the Member would have the right to require the Client to authorize the various transaction on the web site by means of such secure electronic records and secure digital signatures and discontinue the usage of the Client password.

Clients Signature/ Authorised Signatory:	Member's Signature/
Authorised Signatory:	
Signed by:	Celebrus Commodities Limited
	
.....	Director/ Authorised Signatory
Name of the Client	
Witness:	Witness:
Signature	Signature
Name & Address	Name & Address

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.

Sl No	Branch Check List (Please '✓' either 'Yes'/'No')	YES	NO
1.	Applicant has signed the Account Opening Form in relevant places?		
2.	All supporting Documents attached and certified as "Verified with original"?		
	Proof of Identity (.....)		
	Proof of Address (.....)		
	Photograph duly signed across		
	PAN Copy		
3.	All mandatory columns duly filled up		
	Exchanges Preferred?		
	Personal Informations?		
	Address for Communication selected?		
	Residential and other Address filled?		
	Bank A/C Details filled?		
	DP details filled?		
	Financial Details for the Last 3 Years?		
	Constituent Profile selected?		
	CST Registration Details filled?		
	Local Sales Tax Reg Details filled?		
	Collateral Details filled?		
	Existing Broking Account?		
	Introducer Details with Signature?		
	Details of Disciplinary Actions If any?		
	Key/Authorized Persons details filled in case of Non-individual clients including HUF		
	Reference by Celebrus staff done?		
	Member Constituent Agreement filled on pages 7,8 & 9?		
	Witness Name and Signatures are there on all agreements?		
	Risk Disclosure Documents signed?		
4.	In case of HUF, is the DP Account in the name of Karta		
5.	In case of HUF, Declaration by HUF is to be submitted in prescribed format		
6.	Copy of Bank Pass Book/Latest Accounts Statement/ Bank Verification Letter of the Bank Account(s) mentioned in the application form?		
7.	Photographs of all Authorized Persons/Guardian obtained and duly signed across (wherever applicable)?		
8.	Specific to NRI: Proof of Resident Status & Proof of Foreign Address are attached?		
9.	For Corporates: Copies of MA, AA, Last 3 years Annual Report, Board Resolution, Net worth Certificate, ID and Address proof of Authorized signatories, Name and Address of Promoters & Major stake holders and PAN card of Co. are attached?		
10.	For Partnership Firm/Trust: Copy of Partnership/Trust Deed, Authorization Letter, ID and Address proof of Authorized signatories and Pan Card of the PS/Trust are attached?		
11.	First account holder of Bank account & Demat account has to be the trading applicant?		
12.	Voluntary Documents (Agreement for ECN, Letter for Operations of Account etc) are properly filled and signed?		

I, Mr./Ms. have verified all the originals of the supporting documents given by the applicant

Signature :
 Name of the Signatory : (X49)
 Date :

ACKNOWLEDGEMENT

Date: _____

Received with thanks from _____

Account opening cheque details Amount _____ Cheque No. _____ Bank _____

Margin cheque details Amount _____ Cheque No. _____ Bank _____

Signature _____

Name of the Signatory with seal