

Date:

To

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Respected Client,

Welcome to Sri Sairam Multicommodities, member of MCX, we are into Commodity Futures Trading Business since MCX started Commodity Futures in India. Sri Sairam Multicommodities is a Firm registered under the Indian Partnership Act 1932, where we all are committed to providing you excellent services, which we believe is the reason for our rising reputation. We assure you that you would always be delighted with our services, which we deliver by keeping in mind your financial goals, which we always strive to achieve in an ethical manner.

Please note that the Trading Code/Unique Client Code allotted to you is \_\_\_\_\_.

The same has been communicated to the exchange. You are requested to please quote this code in all your future transaction and correspondence with us.

As a first step of our transparent and an ever growing relationship, we are hereby enclosing the copies of the documents as a part of your registration with us

- ☆ Member Client Agreement
- ☆ Risk Disclosure Document
- ☆ Running Account Authorisation
- ☆ Authorisation to send Digital Contract Notes.

Above all, we have also mentioned our e mail id: srisairammulticommodities@gmail.com on which you can send us your complaints/grievance/suggestions, so as to help us know your needs and thereby provide you even better service in the future.

Hoping for a contended and an ever growing relationship.

Regards,

For SRI SAIRAM MULTICOMMODITIES,

✓(Client Signature)

AUTHORISED SIGNATORY





# SRI SAIRAM MULTICOMMODITIES

## CHECK LIST

General: All fields provided in the Client Registration Form and the Agreement together with other Letters / Undertaking / Authorisations Should be duly filled in. In case of information in a field not being available, the words "N.A." or "NIL" should be mentioned and if a complete section of information is not provided, then the client should mention as "N.A." and also sign in that section. Any correction / overwriting also should be authenticated by the client by signing besides such correction. Tick the box / circle provided to ensure due completion of documentation.

<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>ACCOUNT OPENING : INDIVIDUALS</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> Full name on the form as per PAN CARD</li> <li><input type="checkbox"/> Recent passport size photograph and signed across the photograph</li> <li><input type="checkbox"/> PAN card Copy - compulsory.</li> <li><input type="checkbox"/> Identity proof:             <ul style="list-style-type: none"> <li><input type="radio"/> Passport / Driving license / Voter identity card / Ration Card.</li> </ul> </li> <li><input type="checkbox"/> Address Proof (any one) :             <ul style="list-style-type: none"> <li><input type="radio"/> Passport / Bank statement (or passbook) / Latest BSNL telephone Bill / Latest LIC premium receipt / Latest house tax paid receipt / Employer Certificate / Latest Electricity Bill (not more than two months) Leave &amp; License agreement / Agreement for sale etc.</li> </ul> </li> <li><input type="checkbox"/> Financial appraisal documents (any one):             <ul style="list-style-type: none"> <li><input type="radio"/> Cancelled cheque / Latest Bank statement.</li> </ul> </li> </ul> <div style="border: 1px solid black; padding: 2px; margin-top: 5px;"><b>ACCOUNT OPENING : NON-INDIVIDUALS</b></div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>FOR CORPORATES</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> Recent passport size photographs of all authorized signatories signed across the photograph</li> <li><input type="checkbox"/> Board Resolution authorizing company officials to trade in commodities and to sign/execute all the documents on behalf of the company. Should be signed by the person other than the one who is authorized for trading. (As per the format given on page # 27 of our KYC).</li> <li><input type="checkbox"/> Proof of date of incorporation</li> <li><input type="checkbox"/> Memorandum and articles of association. (Trading in commodity futures should be one of the objective clauses in MOA).</li> <li><input type="checkbox"/> Copy of latest Audited annual report</li> <li><input type="checkbox"/> Net worth certificate from the Auditor (required if audited balance sheet is not submitted by the client).</li> <li><input type="checkbox"/> Income tax PAN of the company</li> <li><input type="checkbox"/> Identity proof of directors/authorised representatives</li> <li><input type="checkbox"/> Proof of Residence (Copy of Passport/ Ration Card / Driving License / Voters Identity Card)</li> <li><input type="checkbox"/> Details of directors / promoters / key managers</li> <li><input type="checkbox"/> Details of Clients' Bank account. Letter from the Banker, certifying the Account Number and the period from which this Account is in operation.</li> <li><input type="checkbox"/> Details of Sales tax Registration (if any)</li> </ul>	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>FOR PARTNERSHIP FIRMS</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> Recent Passport Size photograph of all partners signed across the photograph</li> <li><input type="checkbox"/> Copy of the Partnership Deed duly signed by all partners.</li> <li><input type="checkbox"/> Authorization by Partner(s) with regard to trading in commodities.</li> <li><input type="checkbox"/> Income Tax PAN details of all partners</li> <li><input type="checkbox"/> Details of Bank Account</li> <li><input type="checkbox"/> Audited Accounts for last three years</li> <li><input type="checkbox"/> Details of Depository Account</li> <li><input type="checkbox"/> Account Conduct Certificate from the Bank.</li> <li><input type="checkbox"/> Details of Sales Tax Registration (if any)</li> <li><input type="checkbox"/> Attestation of signature by the Banker is preferred.</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>Documents for proprietary firm:</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> All details as required as an Individual and</li> <li><input type="checkbox"/> Bank statement of firm duly attested by the Banker clearly stating name of the proprietor.</li> <li><input type="checkbox"/> Attestation of signature by the Banker is preferred.</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>Documents for HUF:</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> PAN of HUF</li> <li><input type="checkbox"/> Address proof of HUF.</li> <li><input type="checkbox"/> Identity proof &amp; PAN card of Karta.</li> <li><input type="checkbox"/> Recent Passport size of the Karta.</li> <li><input type="checkbox"/> Karta should sign with rubber stamp of HUF.</li> <li><input type="checkbox"/> List of all co-parceners and PAN, &amp; Address Proof.</li> <li><input type="checkbox"/> Details of latest Bank Account of HUF</li> <li><input type="checkbox"/> HUF declaration (Annexure)</li> <li><input type="checkbox"/> Attestation of signature by the Banker is preferred</li> </ul> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;"><b>Documents for Trust:</b></div> <ul style="list-style-type: none"> <li><input type="checkbox"/> Registration Certificate of Trust</li> <li><input type="checkbox"/> Copy of Trust deed.</li> <li><input type="checkbox"/> Officially valid document in respect of the person holding an attorney to open trading account in commodity and to transact on behalf of the Trust.</li> <li><input type="checkbox"/> Recent pass port size photograph of authorized signatories and their address and identity proofs.</li> <li><input type="checkbox"/> List of trustees in the Trust</li> <li><input type="checkbox"/> Audited annual accounts for last three years.</li> <li><input type="checkbox"/> Attestation of signature by the Banker is preferred.</li> </ul>
<p>NOTE: 1. Original documents should be verified at the time of filling of application.</p> <p>2. The information given above would be confidential. However, if the information is required by any government agency, it may be given to them.</p> <p>3. Each constituent has to use one registration form. In case of joint names / family members, please submit separate form for each person.</p>	

### For Official use by Branch :

1. Authorised person / sub-broker sharing arrangement, if any \_\_\_\_\_
2. Following verified whether filled or not before submitting documents to HO for account opening:
  - ☐ Telephone Nos. & Pin Code ☐ Annual Income (household income in case of housewife) and Investment particulars ☐ Introducer Particulars ☐ Client signature at all relevant spaces ☐ All Photo Copies self attested by Client ☐ Witness name, address & signature at relevant spaces ☐ Copies of proofs verified with originals by Branch official.

Task	Name	Date	Signature
Person at branch verifying application to HO			
Person vetting the application and assigning UCC			
<b>UCC Generated</b>			
Person activating the code for dealing			

# SRI SAIRAM MULTI COMMODITIES

TCM MEMBER MCX No. 29225 - FMC No. MCX/TCM/PART/0856

Regd. Off: # 7/1 B, 1st Floor, Above Indian Bank Gandhi Bazaar Main Road, Basavanagudi, Bangalore - 04.  
Phone: 080 - 4122 9695 / 4150 6620 Fax: 2662 0088 E-mail: srisairammulticommodities@gmail.com

Recent  
Photograph  
Please sign across  
the face of  
photograph

## Know Your Client Form For Individuals / Corporates / Firms & Others

I/We request you to register me/us as your Client/Constituent and enable me/us to trade in the Commodity Market pursuant to the Agreement entered with you. I/We have read the Rules, Byelaws and Regulations of the Exchanges pertaining to these segments and agree to abide by them. In this regard I/We give the following information.

2/(Client Signature)

ACCOUNT DETAILS	INFORMATION			
	<input type="checkbox"/> Ordinary Resident <input type="checkbox"/> NRI-Repatriable <input type="checkbox"/> NRI-Non-Repatriable <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Minor <input type="checkbox"/> FII <input type="checkbox"/> Proprietorship Firm <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Pvt. Ltd. Co. <input type="checkbox"/> Others (please specify) <input type="checkbox"/> FI <input type="checkbox"/> OCB <input type="checkbox"/> PIO			
CLIENT CATEGORY	<input type="checkbox"/> Individual <input type="checkbox"/> Non-Individual <input type="checkbox"/> Contact Person			
TRADING PREFERENCE				
Exchanges on which you wish to trade, if the member is registered for such	1. MCX : <input type="checkbox"/>			
PERSONAL INFORMATION				
Client Name      M/s. / Mr. / Mrs. / Ms.	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
MANDATORY PROOFS	Number	Place of Issue	Date of Issue	Date of Expiry
PAN				
MAPIN/Passport/Driving Licence/Voter ID				
CLIENT REGISTRATION FORM FOR INDIVIDUALS				
Address:      Residence	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/> Date of Birth: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Marital Status: <input type="text"/>			
City	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
State	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
Email ID:	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
	House <input type="checkbox"/> Own <input type="checkbox"/> Rented <input type="checkbox"/> Co-provided			
Educational Qualification	<input type="checkbox"/> Under-Graduate <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate <input type="checkbox"/> Professional			
Occupation :	<input type="checkbox"/> Employed <input type="checkbox"/> Self Employed <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Housewife <input type="checkbox"/> Others			
If Employed :Name of the Employer	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
Office Address	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div> <div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
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If Self-Employed	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
Name of the Organisation	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
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	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>			
	Pin Code: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Mob: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			

3/(Client Signature)

# CLIENT REGISTRATION FORM FOR CORPORATES, FIRMS AND OTHERS

COMPANY INFORMATION		INFORMATION	
Registered Office Address :	<div></div> <div></div> <div></div>		
Contact Person	<div></div>		
Address for Correspondence :	<div></div> <div></div> <div></div>		
	<div></div>		
E-mail ID :	<div></div>		
Date of Incorporation / Formation	<div></div>		
Date of Commencement of Business	<div></div>		
Nature of Business	<div></div>		
Registration No. (With ROC, FMC or any govt. authority)	<div></div>		

## NAMES OF PROMOTERS / PARTNERS / KARTA AND RESIDENTIAL ADDRESS

Sr. No.	Name of Directors / Partners / Karta / Promoters	PAN	Residential Address
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			

Details of the persons authorised to deal in commodities / securities on behalf of the company / firm / other organisation and their residential address.

Sr. No.	Name of Authorised Person	PAN	Residential Address
1.			
2.			
3.			

## KNOW YOUR CLIENT FORM FOR INDIVIDUALS / CORPORATES, FIRMS AND OTHERS

Bank Name			MICR No.	<div></div>
Branch Address				
	<div></div>			
Type of A/c: SB <input type="checkbox"/> CA <input type="checkbox"/> Others <input type="checkbox"/>	Account No.	Date of A/c. opened		
Bank Name			MICR No.	<div></div>
Branch Address	Date of A/c. opened			
	<div></div>			
Type of A/c: SB <input type="checkbox"/> CA <input type="checkbox"/> Others <input type="checkbox"/>	Account No.	Date of A/c. opened		
Bank Name			MICR No.	<div></div>
Branch Address				
	<div></div>			
Type of A/c: SB <input type="checkbox"/> CA <input type="checkbox"/> Others <input type="checkbox"/>	Account No.	Date of A/c. opened		

BANK DETAILS

<b>SALES TAX REGISTRATION (IF ANY)</b>		State-Registration Number - Validity Date (Please give details of all States where you are registered.)				
Local Sales Tax	Registration Number :				Validity Date :	
Central Sales Tax	Registration Number :				Validity Date :	
Client Profile	Producer / Trader / Consumer / Other					
Interested in Commodities	Agro Commodities / Precious Metals / Base Metals / All					
<b>DP ACCOUNT DETAILS</b>						
DP Name						
DP ID						
Client Name						
Client ID						
<b>COLLATERAL DETAILS</b>		<b>INFORMATION</b>				
	Collateral	Declared Value	% Haircut	Assigned Value		
	Cash / DD / Cheque					
	Securities/Commodities					
	FD / BG					
	<b>TOTAL</b>					
<b>INVESTMENT / TRADING EXPERIENCE</b>	Years in Commodities		Years in Derivative			
	Years in Other Investment related fields					
	Portfolio / Investment value					
<b>WHETHER REGISTERED WITH ANY OTHER BROKER-MEMBER</b>	Name of Broker :					
	Name of Exchange :					
	Client Code No. :					
<b>INTRODUCTION</b>  <i>Introduced by another constituent/ director or employee of trading member / any other person (please specify)</i>	Name of the Introducer _____					
			(Surname)	(Name)	(Middle Name)	
	Signature _____					
	Name and designation of the employee who interviewed the client _____					
	Signature of the Employee		Employee ID			
Details of any action taken by FMC/Commodities exchange/any other authority against the constituent or its Partners/Promoters/whole time directors /authorized persons in charge of dealing in securities for violation of securities laws/other economic offences.						
<b>FINANCIAL DETAILS</b>	Below 1 Lac	1 Lac - 5 Lac	5 Lac - 10 Lac	10 Lac - 25 Lac	25 Lac & Above	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

## DECLARATION

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

Name :

Place :

Date :

6✓ (Client Signature)

For Office Purposes : <div>Segment</div> <b>MCX</b>	<div>In case of Guardian or Authorised Signatory or POA Holder Please affix and sign on the photograph</div>
Unique Constituent Code :	
Original Documents	
1) Form sent by : ..... Date .....	
2) Form received by : ..... Date : .....	
3) Form physically checked by : ..... Date : .....	
4) Data entered by : ..... Date : .....	
5) Data verification on system by : ..... Date : .....	

7✓ (Client Signature)

- ☞ Please pay Cheque / Draft in favour of Sri Sai Ram Multicommodities & mention Client Code on reverse side of Cheque / Draft.
- ☞ Please also visit for disclaimer, terms & conditions and risk disclosure details.
- ☞ All research recommendations are informative in nature. Sri Sairam Multicommodities & its associates are not liable in any manner whatsoever.
- ☞ SSRMC does not provide portfolio management / portfolio advisory services unless specifically allowed by the regulators and such agreement signed with the constituent.

8✓ (Client Signature)

# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225 FMC No. MCX/TCM/PART/0856

Regd. Off: # 7/1 B, 1st Floor, Above Indian Bank, Gandhi Bazaar Main Road, Basavanagudi, Bangalore - 560 004.  
Phone: 080 - 4150 6620, 4122 9695 Fax: 2662 0088 E-mail: srisairammulticommodities@gmail.com

### MEMBER AND CLIENT AGREEMENT (MCX)

9/ (Client Signature)

This agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ by and between **Sri Sai Ram Multicommodities**, a company duly formed and registered under the Indian Partnership Act, 1932 having its Registered Office at Bangalore-04 Off: # 7/1 B, 1st Floor, Above Indian Bank Gandhi Bazaar Main Road, Basavanagudi, (hereinafter called "MEMBER") and \_\_\_\_\_ a company / trust / firm / individual or any other body duly formed and registered under the \_\_\_\_\_ Act, having its Registered Office / Home address at \_\_\_\_\_ (hereinafter called "CLIENT").

10/ (Client Signature)

#### WITNESSETH:

Whereas the member is registered as TRADING CUM CLEARING MEMBER of Multi Commodity Exchange / Forward Market Commission (hereinafter called MCX/FMC or the Exchange).

Whereas the Client is desirous of investing/trading in those contracts admitted for dealing on MCX/FMC as defined in the Byelaws, Rules and Business rules of MCX/FMC.

Whereas the Client has satisfied itself of the capability of the MEMBER OF THE EXCHANGE to deal in those contracts admitted for dealing on MCX/FMC and wishes to execute his orders through him and the client shall continue to satisfy himself of such capability of the MEMBER OF THE EXCHANGE before executing any orders through him.

Whereas the MEMBER OF THE EXCHANGE has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the Client and trading objectives relevant to the services to be provided.

Whereas the MEMBER OF THE EXCHANGE 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 your handling derivatives transactions carried out on MCX, I agree that,

- 1) I / We have read the Risk Disclosure Document appended hereto and understand the trading and 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/FMC and the Clearing House of the Exchange.
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account or maintain my position.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures 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 number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6) All monies, Warehouse Receipts 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 derivative 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 Client 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 Client or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Client has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Client and the Client or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result there from.
3. All trades, transactions and contracts are subject to the Rules, Byelaws and Business Rules 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 for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange.
4. 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 the Exchange or as required under the 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.
5. **Provisions in case of Default:** In the event of a default of a Member on his own account, the Client's money shall not be utilized to meet the Member's liabilities. In such cases, the Client's positions shall be either transferred to another solvent Member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Client because of such action would be recoverable by the Client from the Member. In the event of failure of the Client to fulfill his obligations to the Member, the Exchange or the Clearing House, the Client's position may be closed out and the money, if any, of the Client available with the Member or with any other Member or the Exchange, may be adjusted against the Client's liabilities / obligations.

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

6. **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.
7. **Receipts and payment of premium MTM:** The Client shall be obliged to pay the amount of MTM loss immediately on the request of the Member, before the start of the next trading day. The Member will not adjust the client's liability towards MTM loss against any deposit maintained in cash by the Client or the Member may **block up-front from the collateral maintained within the MTM loss on open positions, at member's discretion**, If the Client defaults in paying the MTM loss, the Member shall be entitled to liquidate / closeout all or any of the Client's positions, without prejudice to the Members right to refer the matter to the arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. MTM profit (on derivative positions) by the Client shall also not be adjusted towards any of the deposits of the Client maintained with the Member.
8. If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Client's other outstanding positions, without prejudice to the Member's right to recover the damage from the Client. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.
9. 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 Client would be personally liable to each other though the contract and relationships are governed and regulated by the Bylaws, Rules and Regulations of the Exchange.
10. 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 Client.
11. Client understands that it is its/his/her responsibility to review, any confirmations, statements, notices and other communications. Including but not limited to, margin, maintenance calls, and prospectus. Notices sent by the broker by mail, email or telephonically or by any other means as agreed upon at the time of client registration.  
The Commodity broker shall deliver to the client contract note of the trades executed on their behalf on the trading date via e-mail/digitally signed document/post or courier or by any of the means of communication specified in this agreement. Any error in the contract note should be brought to the notice of the Commodity broker within 24 hours of receipt of the same. Else, the contract note shall be final and binding proof of the order placed by the client, regardless of any apparent or alleged errors.
12. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant commodity Exchanges. In case where defaulting clients 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 commodity exchange(s).
13. The Commodity broker and the client agree to reconcile their accounts at the end of each quarter with reference to all settlements where payouts have been declared during the quarter.
14. In case of default by the client, the client agrees and empowers/authorizes the Commodity broker to act at its discretion to merge balances (MCX / FMC) kept under various accounts held with **M/s SSRMC** such as online trading account, NSDL (or CDSL) DP account with **M/s SSRMC** where **SSRMC** has the POA for such Beneficiary Accounts, to nullify the debit in any other account of the client held with **M/s SSRMC** without taking any further instructions from the client. Similarly the client agrees and empowers/authorizes the Commodity broker to merge the securities kept with Commodity broker in various accounts in order to nullify the debit in any account of the client.
15. The Commodity broker and the client agree to abide by any award passed by the MCX/FMC.
16. The Commodity broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Bylaws 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 Bylaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bylaws and Regulations of the Exchange and the circulars issued there under.
17. The client agrees that he/she/It will not act as Sub-Broker without prior written permission of the Commodity broker. Also the client agrees not to open any fresh account in any segment with a different UCC.



# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

18. The constituent agrees to complete any further documentation that may be required in relation to any of the commodities dealings or by any of the regulatory authorities or under the member's policies as may be notified from time to time or under any law, regulation, guideline, rule, Bylaw, order or other edict having the force of law.
19. 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 all parties to such trade shall submitted to the jurisdiction of such court as may be specified by the Rules, Byelaws of the Exchange for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
20. **Trade Obligations:**  
The Client shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange.  
The Client shall be obliged to pay the daily margin, MTM when the Member raises such margin requirement. The Member shall not permit the Client to create any new open positions, until receipt of such additional margin requirement.  
If the Client defaults in paying the daily margin, MTM, if any, the Member shall be entitled to liquidate / close out all or any of the Client's positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client.
21. **Deliveries:** The Client will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery 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 Client and shall confirm the Delivery Receipt to be effected against Delivery information submitted by the Member.  
Client shall co-ordinate with the Member to ensure that all requirements for giving/ taking delivery are fulfilled. Client 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.  
Client shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party Client or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.  
Client 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.
22. **Margins:** i) The client understands that giving / taking delivery of underlying commodity (ies) to a contract is a very complex procedure and hereby agrees to square-off / close out all open position / contracts 5 (five) days prior to the date of expiry/settlement as declared by the Exchange, failing which, Member shall be entitled to do so and all losses or profits as a consequence thereof shall be to clients account only. However, where the client advises through written communication which confirmed receipt by the Member atleast five days prior to the last day of the expiry of the particular(s) contract that client wants to give / take delivery, the Member may then elect not to square off/close out open positional contracts prior to the date of expiry / settlement declared by the EXCHANGE PROVIDED CLIENT MAKES AVAILABLE SUFFICIENT CLEAR FUNDS ADEQUATE FOR THE FULL SETTLEMENT PRICE / VALUE OF THE CONTRACT IN THE RUNNING ACCOUNT OF THE CLIENT WITH THE MEMBER (5) FIVE DAYS PRIOR TO THE DATE OF THE SETTLEMENT/EXPIRY DECLARED BY THE EXCHANGE.  
ii) Client agrees that notwithstanding any thing stated herein, the responsibility to manage client's open positions/contracts shall be of the client alone. Client agrees and understand that member may not square off/close any or all open positions contracts of the client, even though the client has not given written advise that client desires a delivery to be given / taken and or client's advise is not supported by required clear funds and/or the margin or other payments required for any open positions/contracts are not made available by the client. Or that orders may have been executed without the required margin in the client's account. In such circumstances client agrees to give and/or take the delivery as per contract specifications with attendant costs and expenses or in the alternative pay penalty if permitted under the exchange procedure (including but not limited to Byelaws and Regulations of the Exchange etc) and any losses/profits there from shall be entirely to client's account only.  
iii) 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 contrary may dictate/require.  
iv) The client agrees that the exchange/Member/FMC may vary the form (i.e., the replacement of the margin/security in one form with the margin/security in any other form, say, in the form of money instead of shares) and or security required to be deposited/made available, from time to time.  
v) The client agrees that the Member prescribes the date and time by which the margin/ security is to be made available and the Member may refuse to accept and/or take into consideration for monitoring of client's positions any payments in any form after such deadline for margin/security / commodity expires.  
vi) The client agrees that the margin / security / commodity deposited by the client with the Member are not eligible for any interest.
- vii) The client authorises the Member to include/appropriate any / all pay out of funds towards margin / commodity towards margin / security without requiring specific authorizations for each pay out.
- viii) In case the payment of the margin / security is made by the client through a bank instrument, the Member shall be at liberty to give the benefit /credit for the same only on the realisation of the funds from the said bank instrument etc. at the absolute discretion of the Member.
- ix) Where the margin / security is made available by way of commodities or any other property, the Member is empowered to decline its acceptance as margin / security and/or to accept it at such reduced value as the Member may deem fit by applying haircuts or by valuing it by marking it to market or by any other method as the Member may deem fit in its absolute discretion.
- x) **Payment of Margins:** The initial margin requirement shall not be adjusted against the collateral maintained by the Client with the Member. The Client shall be obliged to pay initial margin, if any, irrespective of the account opening deposit held with the Member. The Client shall not be permitted to create any new open positions, until receipt of such margin.  
If the Client defaults in paying margin, the Member shall be entitled to liquidate / closeout all or any of the Client positions, without prejudice to the Member's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Client. The Member is permitted in its sole and absolute discretion to impose such additional margin as may be imposed by the Exchanges, the Clearing Corporation / Clearing House and the Client shall be obliged to fulfill such additional margin requirements.
- xi) **Collateral:** The Client shall pay to the Member such amount as account opening 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 account opening deposit, which shall not be utilized for any margin requirements. The said deposit reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Client. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the Exchange.  
The account opening deposit so paid by the Client shall not be utilized towards initial margin and mark to market margin (MTM) requirements as calculated by the Exchange from time to time.
23. **Limits:** The Member may from time to time impose and vary limits on the orders that the client can place through the Members trading system (including exposure limits, turnover limits, limits as to the number, value and/or kind of commodities in respect of which orders can be placed, the contracts in respect of which orders can be placed, etc.). The client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Members risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the client of such variation, reduction or variation, reduction or imposition in advance. The client agrees that the Member shall not be responsible for such variation, reduction or imposition or the client's inability to routed any order through the Members trading system on account of any such variation, reduction or imposition of limits. The client further agrees that the Member may at any time, at its sole discretion and without prior notice, prohibit or restrict the client's ability to place orders or trade in commodities through the Member, or it may subject any order placed by the client to a review before its entry into the trading systems and may refuse to execute / allow execution of orders due to but not limited to the reason of lack of margin / securities or the order being for commodities / contracts which are not in the permitted list of the Member / Exchange (a) FMC or the order being outside the limits set by Member / Exchange/FMC and any other reasons which the Member may deem appropriate in the circumstances. The client agrees that the losses, if any on account of such refusal or due to delay caused by such review, shall be borne exclusively by the client alone.
24. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange deemed to be and shall take effect as wholly made, entered into and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Rules and Regulation of the Exchange for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.
25. The Client agrees to abide by the exposure limits, if any, set by the Member or by the Exchange or clearing corporation or FMC from time to time.
26. 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.
27. The instructions issued by an authorized representative, if any, of the client shall be binding on the client
28. Words and expressions 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.
29. This agreement can be altered, amended and/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto altered by virtue of change in rules and regulations of FMC or Byelaws, rules and regulations of the relevant commodity exchange, government notifications, circulars issued by FMC that may be in force from time to time such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.
30. The client is aware that authentication technologies and strict security measures are required for internet trading through order routed system and undertakes to ensure that the password of the constituent and/or his authorised representative are not revealed to any third party.
31. The client is aware that the Member may not permit orders, which are larger than the limit that is specified by the Member's risk management, and is also aware that the Member has the discretion to reject the execution of such orders

12/(Client Signature)

# SRI SAIRAM MULTI COMMODITIES

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32. a. The Client assures the Member that he/she/it is eligible to enter into this agreement under the applicable laws. The client shall continuously monitor his/her/its eligibility to act under this agreement under the applicable laws including but not limited to FMC Act and Rules and Regulations framed thereunder such as insider trading etc. FEMA and rules and regulations thereunder, Income Tax Act and any other act/ law/rules and regulations for the time being in force and Byelaws/Rules/Regulations of relevant exchanges(s).
- b. The client shall ensure that client shall not deal through the Member on the exchange of which client is registered as a broker.
- c. The client shall ensure that the client shall not act as a sub broker / intermediary without the prior written permission of the Member.
- d. In connection with this agreement, as well as all transactions contemplated by this agreement as offered by the Member from time to time, the client agrees to execute and deliver/provide such additional documents/ information and to perform such additional actions which may be necessary, appropriate or requested to carry out or evidence the transactions in respect of the services availed by the client from time to time.
- e. The client hereby declares that all information which have been provided, are being provided and which shall be provided by the client to the Member or any service provider is and shall always be true to the best of information and knowledge of the client and if any losses of damages occur to the Member or any service provider because of the information provided by the client being inaccurate, insufficient, fraudulent etc, the client shall be solely responsible for any and all consequences including damages which may be suffered by the Member/service provider either directly or indirectly against which the client hereby agrees to indemnify the Member/ service provider and agrees to hold the Member and any and all service providers absolutely harmless and to pay on demand any sums which may be demanded by the Member or any service provided on account of such damages or losses as may be suffered are likely to be suffered by them.
- f. The client hereby agrees to use the facilities, data and information which is provided by the Member or which may become available to the client as a result of client's relationship with the Member purely for permitted purposes and only for personal use and agrees never to disseminate any information or data for any reason or purposes whatsoever except under a written authority signed by the person specifically authorized for this purpose by the Member, the responsibility to ascertain which shall be of the client alone.
33. a) The client agrees to use, such facilities / arrangement with banks/depository participants for making or receiving payments of funds/monies and/or securities, as may be prescribed by the Member in its absolutely discretion including but not limited to online or offline facilities of one or more banks or depositories and client hereby agrees not to hold the Member responsible for any losses or damage which may be suffered by the client by use of any such prescribed facilities.
- b) The client agrees that the Member or any service provider such as banks etc. may from time to time prescribe particular softwares (including but not limited to browsers, operating systems, TCP/IP protocols etc.) / devices / equipments etc and the client agrees that such softwares / devices / equipments etc. at its end. Such changes may involve disruption in trading /communication of orders and may even lead to losses and the client hereby unconditionally and absolutely agrees not to hold the Member or service providers or depositories responsible on any account. All costs/charges/levies and fees incurred by the client for the said services shall be borne exclusively by the client alone.
- c) The client hereby agrees and declares that he/she/it has fully assessed and accepted the risks involved in using the service facilities including but not limited to Internet based services such as but not limited to misuse of passwords, internet frauds, technology risks etc., and is entering into this agreement with full indemnification of the Member and any service providers on account of any damages, losses or negative consequences which client may suffer in any manner whatsoever.
34. a) The Client agrees and acknowledges that it is recommended by the Member to give orders/instructions in writing and to take acknowledgment of the same in writing from the Member simultaneously, to avoid any disputes or differences and if the client chooses to give orders in a mode other than in writing or if the client does not take acknowledgment of orders given in writing, the client shall be deemed to have disclaimed and waived any right to dispute regarding as to whether or not the orders were correctly received and/or entered into the trading system, including the plea that the orders were entered without express directions / authorisation of the client. It is agreed and understood by the client that if the client is unable to produce the acceptance of order by the Member in writing, it shall be deemed that such order was in fact given verbally as entered into the trading system and the waiver as stated herein above shall apply.
- b) The Client agrees and acknowledges that trading over telecom networks involves many uncertain factors and complex hardware, software, systems, communication line, peripherals, etc. which are susceptible to interruptions, malfunctioning and dislocations etc. The Member does not make any representation or warranty about uninterrupted trading facility and as such, under no circumstances shall the Member or anyone involved in creating, producing, delivering or managing the Member's services be liable for any direct, incidental, special or consequential damages that may result from the use of or inability to use the service, delay in transmission of any communication, in any case for any reason whatsoever (including on account of breakdown in systems) or due to any fraud committed by any person whether in the employment of the Member or otherwise.
- c) The client agrees that any communication of orders in any form or manner whatsoever to the Member or by entering orders into a facility provided by the Member such as internet etc neither implies orders' acceptance nor assures trade from such orders and the client is also aware that any trade which may take place does not necessarily assure any delivery(ies) of commodities / monies on account of such trades and the client hereby agrees not to hold Member responsible in any manner whatsoever, in any circumstances.
- d) The client agrees that it shall be sole responsibility of the client to ascertain the status/results/trade of any orders given by client. The client also understands and agrees that the word "orders" means the cancellation and modification orders as well.
35. a The client understands that Member advises and recommends that client should take buy/sell positions in contracts with prior payment to member of the full settlement/ expiration price of the contract. However, client may choose, with attendant risks, to enter into contracts with payment of various margins and upfront amounts payable. Such contract would be leveraged contracts with payment in form of various levies and/or margins including but not limited to one or more of the following margins as may be required by the Members such as (mark to Market loss), SPAN margin, initial margin, volatility margin, exposure margin, additional margin, special margin, withholding margins, adhoc margin, extreme margin loss (collectively also referred herein as margins) or any other demands for payment whether imposed by the Member or the Exchange or FMC etc. The client is liable to pay all margins are required by the Member and/or the Exchange and/or FMC, from time to time and as applicable to the segment 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.
- b. The client agrees that client shall not trade without adequate margin/security and that it will be clients responsibility to ascertain beforehand the margin/security requirements for clients' orders / trades / deals and to ensure that the required margin / security is made available to the Member in such from and manner as may be required from time to time by the Member. If the client's order is executed despite a short fall in the available margin, the client, shall, whether or not the member intimates such short fall In the margin to the client, make up the short fall suo motu immediately.
- 36 The client agrees that display or printout of any transactions taken out from any system / computer at the time of order entry or instructions entry or thereafter, including but not limited to net banking and/or electronic transfer of commodities in depository etc., shall not be construed as the official record of the transactions/orders. The Member's or service providers' (such as banks) own record of transaction maintained in their own books of accounts or electronic systems shall only be the acceptable records and shall be conclusive and binding for all purposes. The client agrees that this is without prejudice to the right of the Member to rectify any discrepancy/differences which is due to any inadvertent human error etc., at any time without limitation, at the sole and absolute discretion of the Member and/or any of the service provider.
37. The client agrees to the Member tape-recording the conversations between client / client's representative and the Member in its absolute discretion, either personally or over the telephone. Such recordings may be relied upon by the Member/client as and when required.
38. The Member / Service Provider may require the client to use such security measures as deemed fit including but not limited to security codes/passwords/customer user identification number/telephone personal identification number (t-pin) / digital signatures / smart cards etc. hereinafter referred to as "security protocols", before accepting any order and/or for permitting access to the systems/services/facilities made available by the Member/service provider. The client agrees to change, wherever possible, such "security protocols" immediately on their receipt and periodically thereafter also. The client agrees, accepts and undertakes the sole responsibility for the usage, confidentiality, protection and secrecy of all such "security protocols". The client unconditionally agrees that he/she it shall be solely responsible for any / all uses of "security protocols" whether for accessing data/information or for giving orders / dealings. The client indemnifies and agrees to bear any losses/damages which may be caused to the Member / exchange / service provider / any third party by any use of "security protocols" and it shall be no defence that such access to data / information and/or the orders/deals were made through unauthorized use of "security protocols" by any person by whatever means including hacking, theft, forgery / electronic forgery or any other mode or manner. Notwithstanding anything stated herein above, on coming to know of any unauthorized access/use of any "security protocols", it shall be the duty of the client to take all necessary steps including but not limited to informing the Member in writing with full details of the same and ensuring that such breach, loss of passwords and/or confidentiality are immediately stopped.
39. The client agrees that it shall be sufficient for the Member of communicate/advise from time to time the parameters for the calculation of the margin / security requirements as rate(s) / percentages (s) of the dealings, through any one or more means or methods as described / prescribed and once parameters for margin / security requirements are so communicated, the client shall monitor his / her / its position (dealings / trades and valuation of contracts / commodity) on his /her its own and provide the required/deficit margin/security forthwith as required from time to time whether or not any margin call or such other separate communication to that effect is sent by the member to the client and/or whether or not such communication is received by the client.
40. Client further understands that extremely high risks are involved in the contracts as are dealt on through out the commodity exchanges and such risks include but are not limited to the risk of Inability to square off / close out of open position / contracts at all are at desirable prices due to rapid downward and upward movement of price with or without imposition of circuit filters (prices limits) by the Exchanges and in such eventualities, the square off / close out if made or the final settlement as per the norms and procedures of Exchange may cause losses to the client, which may imply a risk of default by client to Member.
41. In view of the foregoing client agrees that Member may mark to market client's open position, contracts on realtime basis and if the available clear balances in account of the client are not sufficient to meet the real time sum total of amounts required towards margins and any other demands by Member and/or Exchanges (including real time mark to market margin) even though not posted in the running account (as the posting is not done on real time basis), then the member may square off/close out any or all any open position/contracts of the client without any reference to the client and the client agrees neither to challenge the choice by member of the contracts which are squared off / closed out nor the rates and/or the time which the square-off / close out is done. It is expressly, understood and agreed by the client that any losses or profits on account of any close out effected by Member or any losses or profits on account of failure by Member to effect close outs shall be entirely to the account of the client alone and the client not withstanding any thing to the contrary anywhere else does hereby agrees never to disputes or call into question any acts of the Member.

13/(Client Signature)



# SRI SAIRAM MULTI COMMODITIES

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42. a) The client agrees that it is the sole responsibility of the client to ensure timely availability of funds / commodities in designated form and manner at designated time and place in designated account, for meeting his / her / its pay in obligation. 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 of either funds, or commodities. If the client gives orders / trades in the anticipation of the required funds / commodities etc being available subsequently for pay in through anticipated pay out from the exchange or through borrowings or any off market deliver(s) or market delivery(s) and if such anticipated availability does not materialize in actual availability of commodities / funds for pay in for any reason whatsoever including but not limited to any delays / shortages at the exchange or Member level / non release of margin by the Member etc., the losses which may occur to the client as a consequence of such shortages in any manner such as on account of auctions / square off / closing outs etc., shall be solely to the account of the client and the client agrees not to hold the Member responsible for the same in any form or manner whatsoever.
- b) The client agrees that the Member shall not be obliged to deliver any commodity or pay any money to the client unless and until the same has been received by the Member from the exchange, the clearing corporation / clearing house or other company or entity liable to make the payment/delivery and after the client has fulfilled his / her / its obligations first. Any short delivery of commodity shall be dealt with as per the policy of the Member as amended from time to time.
43. Client agrees that client may be required to have its duly authorised agent to carry the work for effecting / taking the deliveries, if they do arise. Client agrees that if client fails to advise the Member at least 5 (five) days in advance of any delivery receipt / transfer out, in writing the details of the agent who shall undertake the relevant activities for and on behalf of the client, the member shall stand authorised to appoint an agent on client's behalf. Client agrees not to hold member responsible for any acts of omission / commission or Deficiencies of the services of the person who is appointed as agent for the client by the member. Client agrees that agent appointed by member shall be client's direct agent and not a sub-agent and client shall be directly responsible for all acts of omission and commission of the agent appointed for and on behalf of the client by the member. Client agrees never to call into question any of the acts of agent appointed by member and agrees to bear any and all losses which may occur on account of action taken / omitted by said agent. Client agrees that all charges, cost, levies and taxes etc associated with or incidental to the deliveries including cost/fee/charges of agent appointed for and on behalf of the client by the member shall be fully borne by client alone.
44. The client hereby authorized the Member in its absolute discretion to maintain records / books of accounts for the client separately or collectively for different exchanges / segment of the exchanges and/or any other service which the client may be availing such as portfolio Management/Advisory Services, Depository Services etc.(whenever and wherever applicable).
45. It shall be the sole responsibility of the client to ascertain the balance of commodities and/or funds in all the accounts separately and the client shall be required to pay / make available necessary commodities / monies and/or monies / funds and the client hereby agrees not to hold the Member responsible for considering shortage of margin/commodity and/or shortage of pay in obligations in any account, without aggregating / summing such account with other accounts.
46. In order to facilitate operations, the client authorises the Member to maintain running accounts with the Member; to debit the client's running account for the margin / funds payable by the client; to include any / all the pay out of funds and / commodity towards margin / security and/or towards pay in obligations and/or towards funds payable by the client, without any specific authorization on pay out to pay out basis and to release the funds and/or commodities (if any) due to the client on client's specific request only. The client agrees that the Member shall not be liable for any claim for loss or profit, or for any consequential, incidental, special or exemplary damages, caused by retention of such commodities/funds under this agreement or otherwise.
47. The client hereby agrees and accepts that notwithstanding anything to the contrary in this agreement or elsewhere, if the client fails to maintain or provide the required margin / security to meet the funds or commodities pay in obligations for the orders / trades / deals of the client within the prescribed time and form, the Member shall have the right without any further notice or communication to the client to take any one or more of the following steps:
  - I) To withhold any payout of funds / commodities.
  - II) To withhold/disable the trading / dealing facility to the client.
  - III) To liquidate one or more commodities / contracts of the client by selling the same in such manner and at such rate which the Member may deem fit in its absolute discretion. It is agreed and understood by the client that commodities here includes commodities which are pending delivery / receipt.
  - IV) To liquidate / square off partially or fully the position of sale and/or purchase in any one or more commodities contracts in such manner and at such rate which the Member may decide in its absolute discretion.
  - V) To take any other steps which in the given circumstances, the Member may deem fit. The client agrees that the loss (s) or profits(s) if any, on account of any one or more steps as enumerated herein above being taken by the Member, shall be borne exclusively by the client alone and agrees not to question the reasonableness, requirements, timing, manner, form, pricing etc., which are chosen by the Member.
48. Notwithstanding anything contrary contained in this agreement, the client hereby agrees and authorises the Member to transfer funds and Commodities from his account for one exchange and/or one segment of the exchange to his/her/its account for another exchange and/or another segment of the same exchange whenever applicable and found necessary by the Member. The client also agrees and authorises the Member to treat / adjust his / her / its margin / security lying in one exchange and/or one segment of the exchange / towards the margin / security pay in requirements of another exchange and/or another segment of the exchange.
49. The client agrees that notwithstanding anything contained in these presents, any amounts which are overdue from the client towards trading or on account of any other reason to the Member will be charged with delayed payment charges at such rates as may be determined by the Member.
50. The client agrees that the Member may impose fines / penalties for any orders / trades / deals / actions of the client which are contrary to this Agreement / Rules / Regulations / Byelaws of the exchange or any other law for the time being in force, at such rates and in such forms as it may deem fit. Further where the Member has to pay any fine or bear any punishment from any authority in connection with / as a consequence of / in relation to any of the orders / trades /deals / actions of the client, the same shall be borne by the client.
51. The client agrees to pay to the Member brokerage, commission, fees, all taxes, duties, levies imposed by any authority having force of law including but not limited to the commodity exchanges (including any amount due on account of reassessment / backlogs etc.), transaction expenses, incidental expenses such as postage, courier etc. as they apply from time to time to the client's account / transactions / services that the client avails from the Member.
52. The client agrees that all monies, commodities or other property which the Member may hold on client's account shall be held subject to a general lien for the discharge of client's obligations to the Member.
53. a) The client hereby agrees that the Member may communicate /send information to the client like contract notes, transaction statement, order confirmations, order modifications, order executions, trade confirmations, trade modifications, bills, account statements, delivery /payments / reports, using any or more of the following means or methods through post / speed post / courier/ registered A.D / facsimile / telegram / cable / e-mail / voice mails / telephone (telephone includes such devices as mobile phones etc) including SMS on the mobile phone or any other similar device; by messaging on the computer screen of the client's computer: by informing the client through employees / agents of the Member; by publishing / displaying it on the website of the Member / making it available as a download from the website of the Member; by displaying it on the notice board of the branch / office through which the client trades or if the circumstances, so require, by radio broadcast / television broadcast / newspapers advertisements etc; or any other suitable or applicable mode or manner. The client agrees that the postal department/the courier company / newspaper company and the e-mail /voice mail service provider and such other service providers shall be the agent of the client and the delivery shall be complete when communication is given to the postal department/the courier company / the e-mail/voice mail service provider, etc. by the Member. The client agrees not to challenge the same on any grounds of delayed receipt / non receipt or any other reasons whatsoever.
- b) The client agrees that it is his / her / its responsibility to review any / all information communicated including but not limited to trade confirmations, the contract notes, the bills or statements of account, margin requirements etc. communicated to the client by any of the aforesaid means or mode whatsoever, immediately on their receipt and take necessary action. All information contained therein shall be binding upon the client.
54. a) The client agrees and acknowledges that the Member shall not be liable to provide him with any legal, tax, investment or accounting advice or advice regarding the suitability or profitability of a commodity or investment and as such all investment and disinvestment decisions are based on the client's own evaluation of financial circumstances and investment objectives. This extends to any decision made by the client on the basis of any information that may be made available by the Member including that on the website or through SMS etc. The clients will not hold nor seek to hold the Member for any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the client consequent upon relying on information, research opinions or advice or any other information whatsoever including that on the website whether put up by the Member or any other agency. The Member does not represent and shall not be deemed to have represented, that the investment information is accurate or complete. The client is aware that any information based on the research of the Member or other external sources, is subject to normal variations in the commodity market and is merely an estimation of the viability or otherwise of certain investment, and the Member shall not be deemed to have assumed any responsibility for such information. The client should seek independent professional advice regarding the suitability of any investment decision. The client also acknowledges that the Member's employees are not authorised to give any such advice and the client will not solicit or rely upon any such advice from the Member or any of its employees.
- b) The client agrees that the Member does not guarantee and shall not be deemed to have guaranteed the timeliness, sequence, accuracy, completeness, reliability or content of the market information or messages disseminated to the client. The Member shall not be liable for any inaccuracy, error or delay in, or omissions of any such data, information or messages, due either to any act or omission by the Member or to any 'force majeure' event (e.g. Flood, extraordinary weather condition, earthquake or any other act of god, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction); any fraud committed by any person whether in the employment of the Member or otherwise or any other cause which is beyond the reasonable control of the Member.
- c) The client agrees that notwithstanding anything to the contrary contained in this agreement, mere entering into this agreement by the client, does not entitle the client to any / all the services / facilities contemplated under this agreement and the Member may in its absolute discretion provide or decide not to provide the requested services(s) / facility(s).
55. a. The client hereby authorises the Member to take all such steps on the client's behalf as may be required or advisable in the Member's opinion for compliance with the exchange provisions or any other law or provisions or to complete or settle any transactions entered into through or with the member or executed by the Member on behalf of the client. However, nothing contained herein shall oblige the Member to take such steps.

14/(Client Signature)

# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

- b. The client agrees to keep himself/herself/itself updated regarding the changes in the rules, regulations, Byelaws of the commodity exchanges(s) and/or guidelines issued by FMC and/or the requirement procedures of the Member and the Member is under no obligation to inform the client of any such changes. The client agrees that he / she /it shall keeps track of any and all such changes by logging on to the respective websites of the exchanges(s) www.mcxindia.com or FMC (www.fmc.gov.in)
- c. The client agrees that the Member may freeze the account and/or trading facility / any other service facility may be disabled by the Member if the client has or / is likely to evade / violate any laws, rules, regulations, directions of a lawful authority whether Indian or foreign or if the Member so apprehends.
- d. The client expressly agrees that his / her/its utilisation of a service / facility such as but not limited to advisory services, portfolio advisory services, any other non-discretionary / discretionary activity for and on the behalf of the client or any other transaction which the Member undertakes with or for the client, shall also be covered by the terms and conditions of the respective agreements of such service / facility such as advisory services, portfolio advisory service, etc. as and wherever applicable.
- e. If any provisions of these terms are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or competent authority, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these terms shall be carried out as if any such invalid / unenforceable provisions or terms were not contained herein.
- f. The client agrees that the failure of the Member to enforce at any time any terms contained in this agreement shall not be construed to be the waiver of any terms or of the right thereafter to enforce each and every term.
- g. Notwithstanding anything to the contrary stated in this agreement, the Member shall be entitled to terminate this agreement with immediate effect in any of the following circumstances:
- If the action of the client are prima face illegal / improper or such as to manipulate the price of any commodities or disturb the normal / proper functioning of the market, either alone or in conjunction with others.
  - If there is any commencement of a legal process against the client under any law in force;
  - On the death / lunacy or other disability of the client;
  - If a receiver, administrator or liquidator has been appointed or allowed to be appointed of all or any part of the undertaking of the client;
  - If the client has voluntarily or compulsorily become the subject of proceedings under any bankruptcy or insolvency law or being a company goes into liquidation or has a receiver appointed in respect of its assets or refers itself to the Board for Industrial and Financial reconstruction or under any other law providing protection as a relief undertaking;
  - If the client being a partnership firm has any steps taken by the client and/ or its partners for dissolution of the partnership;
  - If the client has taken or suffered to be taken any action for its reorganization, liquidation or dissolution;
  - if the client has made any material misrepresentation of facts, Including (without limitation) in relation to the Security;
  - if there is reasonable apprehension that the client is unable to pay its debts or the client has admitted its inability to pay its debts, as they become payable.
  - if the client suffers any adverse material change in his / her it is a financial position or defaults in any other agreement with the Member;
  - if the client is in breach of any term, conditions or covenant of this Agreement;
  - If any covenant or warranty of the client is incorrect or untrue in any material respect;

However, notwithstanding any termination of the agreement, all transactions made under / pursuant to this agreement shall be subject to all the terms and conditions of this agreement.

- h. This agreement shall forthwith terminate; if the Commodity broker for any reason ceases to be a Commodity broker of the commodity exchange including cessation of Commodity brokering by reason of the Commodity broker's default, death, resignation or expulsion or if the certificate issued by the MCX / FMC is cancelled, 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 heirs, executors, administrators, legal representatives or successors, as the case may be.
- i. In this agreement, unless the context otherwise requires:
- Words denoting the singular number shall include the plural 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 to any other entity;
  - Heading and bold typeface if used are only for convenience and ease of reference and shall be ignored for the purposes of construction or interpretation of any provision of this agreement;
  - References to the word "Include" or "including" shall be construed without limitation;
  - Reference to any party to this agreement or any other agreement or deed or other instrument shall include its successors or permitted assigns;
  - References to recitals and clauses shall be deemed to be reference to the recitals and clauses of this agreement;
  - References to any enactment shall be construed as referring also to any amendment or re-enactment thereof and to any Rule, Byelaw, Regulation, business requirement, specification, order, and notification, circular or other provision made under it.
56. The client confirms having read and accepted the terms and conditions of this agreement and those relating to various services and products and accepts and agrees to be bound by their terms and conditions contained therein including those excluding/ limiting the Member's and exchange's liabilities. 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.
57. The client agrees to immediately notify the Member in writing if there is any change in the information relating to client including but not limited to the information in the client registration form provided by the client to the Member at the time of opening of the account or at any time thereafter.
58. In addition to the specific rights set out in this agreement, the member shall be entitled to exercise any other rights which may have under the rules, by laws and regulations of exchanges(s) / FMC and circulars Issued thereunder.
59. 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 by laws of the relevant commodity exchanges(s) as may be in force from time to time and all these shall be read as part and parcel of the agreement unless repugnant to the context.
- In WITNESS THEREOF, the parties to agreement have caused these presents to

### For Sri Sai Ram Multicommodities

#### Authorized Signatory

(D. VENKATARAMANA RAJU)

15/(Client Signature) : \_\_\_\_\_

Witness signature: \_\_\_\_\_

Witness signature: \_\_\_\_\_

Name:

Name:

Address:

Address:



# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

TERMS OF USE OF <http://www.SSRMC.com> AND OFFLINE TRADING THROUGH ANY OF THE TERMINALS OF SSRMC

The following should be read carefully and accepted prior to becoming a Constituent for offline and online trading i.e. for trading, viewing, downloading, using, copying, availing the facilities and/or any information, or any part thereof, as the case may be, as may be made available from time to time on the Web-Site and/or entering into any commodities dealings through the agency of Sri Sairam Multicommodities (hereinafter referred to as SSRMC)-whether by use of any of the facilities available on the Web-Site, or by any other means whatsoever. Whereas, (hereinafter referred to as the "Web-Site") is a product and service provided by SSRMC, SSRMC offers its services and the Web Site for use in accordance with the Terms and Conditions of Use (the "Terms") contained herein. Please read the following, which contains important information concerning use of the Web Site. The use of the Web Site is conditional upon and subject to, acceptance of and compliance with, the Terms and whereas for offline the Constituent can avail the facilities subject to acceptance of and compliance with the terms contained herein.

### I. PRELIMINARY

#### 1. i. Ownership of the Web-Site

- (a) TCM MCX (No. 29225) (hereinafter also referred to as the "Member") being a broker registered with the Commodities Exchanges viz., Multi Commodity Exchange of India Ltd. TCM MCX (No. 29225) and FMC unique member code MCX/TCM/PART/0856 thereby being entitled to effect purchase and sale transactions of commodities (hereinafter referred to as the "Commodities Dealings") offline and online admitted to the MCX and (hereinafter referred to as the Admitted Commodities), for and on behalf of third parties.
- (b) Owned, Operated and maintained by Sri Sairam Multicommodities (SSRMC)

#### 1. ii. Registration for use of the Facilities and Services

- (a) Any person visiting the Web Site may access and use the Facilities by establishing an online person with a unique 'Client ID' and 'Password', in the manner as indicated on the Web-Site. "Facilities" shall mean and include any information, materials, documents, chat-room facilities, downloads (software or otherwise), data, commodities market quotation ticker tape facilities, and all other information and utilities contained or accessible on or through the Web Site as may be provided on the Web Site from time to time, (other than any information directly required in relation to the Services).
- (b) Only persons who enter into an agreement (hereinafter referred to as the "Member Constituent Agreement") with the Member and who have been provided with a unique Trading Password for online trading and unique Client Code for offline trading (hereinafter, such persons being referred to as the "Constituent") by the Member in the manner as indicated on the Web-Site for online trading and give exact code for offline trading respectively shall be entitled to avail the Services provided by the Member. "Services" provided by the Member shall mean the purchase and/or sale of the Admitted Commodities upon receipt of orders, either electronically via the Web-Site or orally via telephone (as stipulated in the Member-Constituent Agreement) or written, from the Constituent to purchase and/or sell the same and shall include such other services and facilities that may be offered from time to time by the Member, in its position as a MCX trading member.
- (c) The Terms shall be deemed to form part of the Member-Constituent Agreement and shall be deemed to be incorporated therein to the same extent as if these provisions had been set forth in full therein. The Constituent's entitlement to avail the Services or any part thereof shall be subject to compliance with all the terms and conditions set forth herein.
- (d) The words I/WE, ME/US, MY/OUR refer to person(s) who open the account(s) and shall mean and include both singular and plural. SSRMC refers to Sri Sai Ram Multi Commodities.

### II. CONDITIONS OF USE OF THE SERVICES

#### II. I. Subject Matter of the Services

The Services offered by the Member include the sale and purchase of dematerialized commodities trading on the MCX (In trading account on the internet and also in off-line trading and delivery of commodities In physical mode wherever the same is traded on off-line on specific direction received by the 'Member' at any of their terminals) in the cash/normal segment of the market [and shall include trading in derivative products or in the carry forward segment, and such other services/ products as may be permitted from time to time].

#### II. ii. Order Entry

- (a) The Constituent shall be entitled to place an order for the sale or purchase of any Admitted Commodity at any time, regardless of the duration of the trading hours of the MCX, through e-mail, writing, telephonic placement by the Constituent or his duly authorized representatives whose particulars has been provided by the Constituent to the member and on receipt of such instructions those orders shall be forwarded for the execution.
- (b) All orders entered by Constituent, either electronically or otherwise as detailed above, are based upon their investment decisions and their sole responsibility and will not hold, nor seek to hold the Member or any of its officers, directors, employees, agents, subsidiaries or affiliates, liable for any trading losses or other losses incurred by Constituent, Including in the event that any order is placed by the Constituent on the basis of the Facilities or any information (including any investment information, advice, research reports, or any other information) that may be made available on the Web-Site.
- (c) The Member shall be deemed to not have received any order whether electronically transmitted or otherwise until it has confirmed the receipt of such order as mentioned in sub-clause II. ii (a).
- (d) The Constituent agrees that placing an order with the Member, either electronically or otherwise, does not guarantee execution of the order, regardless of the confirmation by the Member of the receipt of the order and/or its execution and the Member shall not be liable for any losses, damage or claims on account of the non-execution of any order placed.
- (e) The Constituent hereby accepts all responsibility for knowing the status of commodities he/she/it intends to trade in or held in his/her/its account. The Constituent further accepts all responsibility for knowing the correct ICIN numbers of the commodities in his/her/its account and the eligibility of the commodities to meet commodity pay in obligations to the MCX whether received by way of purchases, off market transfers or otherwise.

- (f) Prior to placing an order in connection with the sale/purchase or transfer of any commodities in which Constituent requires any form of regulatory or other permission, the Constituent must advise the Member of the status of the commodities and furnish necessary documents including opinions of legal council prior to the execution of the order. The Constituent acknowledges and accepts that delays may occur in relation to the processing of such orders, despite the necessary documents being furnished in timely manner. The Member may at its sole discretion refuse to execute any such order till it is satisfied of the legality of the transaction. The Constituent is responsible for all costs associated with compliance or failure to comply with all the regulatory requirements and hereby agrees to fully indemnify the Member from any costs, losses, claims or other liability arising on account of such orders.

#### II. iii Order Execution

- (a) In the event that the order is placed during the trading hours of the MCX it shall be routed to and executed on the market system. However, in the event that the order is placed at any other time, the order shall be routed to and executed during the next succeeding trading session of the MCX.
- (b) The Constituent agrees and appoints the Member as its agent to take all necessary measures to complete the transactions and hereby authorizes the Member to make any and all advances and expend monies as may be required.
- (c) The Constituent acknowledges that whilst orders are normally routed through the market systems almost simultaneously with the placing of the order, the Constituent is aware that the Member has provided on the Web-Site a facility for reconfirmation of orders which are larger than those specified by the Member's risk management policy and is also aware that the Member has the discretion to reject the execution of such orders based on such risk management policy. The Member shall not be liable for any delay or cancellation of any order due to the exercise of the Member's discretion under such policy.
- (d) The Constituent acknowledges and accepts that the Member has the sole discretion to reject or cancel any order that may be placed by the Constituent for any reason whatsoever, including for any breach of the Margin requirements as stipulated hereunder in Paragraph II (vi) and the Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation as the case may be.
- (e) The Constituent acknowledges and accepts that the MCX may reject or cancel any trade suo moto without ascribing any reasons therefore and the Member shall not be liable for any losses, damage or claims on account of such rejection or cancellation as the case may be.
- (f) The Constituent further acknowledges and accepts that it will receive the price at which the order was actually executed in the marketplace, which may be different from the price at which the commodity was traded when the order was entered into the Member's system.
- (g) The Constituent hereby agrees that Member shall not be responsible or liable for the execution of any order that may have been placed by the Constituent or any unauthorized use of the Constituent's Trading Password by any person.
- (h) The cancellations or modifications to orders placed are not guaranteed. Cancellation of orders is possible only if the original order remains pending at the MCX. The cancellation or modification of an order shall be deemed not to have been executed unless a confirmation to such effect is received from the Member. The Constituent agrees that the Member shall not be liable for any losses, damage or claims on account of the non-execution or delayed execution of an order of cancellation or modification. Unless otherwise specified by the Member, any order not executed at the end of the relevant MCX trading day shall stand cancelled. To remove any doubt, it is hereby clarified that an order placed prior to or during the trading day at the MCX, shall not remain valid for execution at any subsequent trading day at the MCX.
- (i) The Constituent also accepts responsibility for knowing the trading and settlement cycles of the MCX and the settlements pay in payout dates for funds and commodities and in the event any trades or transactions are reported late to the Member on account of any problems at the Exchange or for whatever reason, the Constituent in turn will be subject to late reporting of transactions.
- (j) Any errors reported to the Constituent for any reason whatsoever will stand subsequently corrected to reflect the transaction that was effected in the market and the Constituent agrees that the Member shall not be liable for any damage, loss or claim in account of such error or correction thereof.

#### II. iv Purchase of the Admitted Commodities

- (a) Prior to placing any order for the purchase of any Admitted Commodity, the Constituent shall ensure that sufficient cash credit balance is available in its account with the Member. The Constituent is responsible for all of their orders, including any orders, which exceed the available cash, credit balances available to its account and are executed by the Member, inadvertently or otherwise.
- (b) Any order accepted and executed, inadvertently or otherwise, without sufficient cash credit balance will be subject to cancellation or liquidation at the Member's discretion, unless the Constituent immediately, upon demand by the Member, makes good the shortfall in the amount as indicated by the Member.
- (c) The date for payment in the case of purchase of commodities by the Constituent will be viewed on the day today basis by the member and the same shall be intimated by the member to the Constituent either telephonically or otherwise as required for maintaining the account of outstanding as per MCX rules and the Constituent shall within two days make up the deficiency of balance and bring it to cash credit with the reasonable margin to withstand his future transactions within the margin limit provided herein after on the date intimated by the Member to the Constituent for the same (the intimated Date) and which may be a date which is at least two working days in advance of the pay In date of the MCX. In the case where the payment is not made by the Intimated Date, the commodities purchased by the Member on behalf of the Constituent shall be liable to be sold without any further reference to the Constituent and any loss or damage as a result of such sale would be borne solely by the Constituent.

16✓(Client Signature)

# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

### II v Sale of the Admitted Commodities

- (a) Prior to placing any order for the sale of any Admitted Commodity, the Constituent shall ensure that the concerned commodity is available in sufficient quantity in its/ his/her account with the Member. The Constituent is responsible for all of their orders, including any orders, which exceed the available quantity of the relevant commodity and are executed by the Member, inadvertently or otherwise.
- (b) The Constituent agrees and hereby authorizes the Member to block as sold the relevant commodities, as standing to its/his/her account, against its/his/her order to sell commodities. If its/his/her order gets executed either fully or partially then the commodities to the extent sold, would be unblocked on the trade date and the transaction would be effected. The Constituent agrees that it/he/she shall not withdraw/pledge or otherwise use or attempt to withdraw/pledge or otherwise use, the blocked commodities. The Constituent hereby authorizes the Member to dishonor any orders Issued against the blocked commodity.
- (c) The Constituent acknowledges and agrees that the proceeds of the sale will not be credited to the cash credit balance account of the Constituent until the commodities have been delivered to the MCX clearing house and payout is received from the MCX clearing House. The proceeds of all sales will be credited, to the cash credit balances account of the Constituent as maintained by the Member, directly after settlement date.
- (d) If the commodities are not received on or before the settlement date or commodities received are not in deliverable state or due to any other reason whatsoever, the Constituent is not able to deliver commodities, the commodities will be auctioned or closed out as per the rules of the MCX. Consequently, the Constituent will be responsible for any resulting losses and all associated costs including any penalty levied by the MCX.

### II. vi Margins

- (a) The Constituent shall maintain such quantity of commodities and such amount of cash credit balances (hereinafter referred to as the "Margin") as required by the applicable statutes, rules, regulations, procedures or as deemed necessary or advisable by the Member, provided that the Margin shall not at any time be less than prescribed margin percentage of the price of the Admitted Commodities proposed to be purchased or sold. The Constituent agrees that no interest shall be payable on the Margin as maintained with the Member. The Constituent shall be permitted to trade up to a predetermined number of times of the Margin and the quantum of such multiple shall be determined at the sole discretion of the Member. The Client agrees that the commodity broker shall be entitled to require the Client to deposit with the commodity broker a higher margin than that prescribed by Exchange.
  - (b) The margin requirement and squaring up process for offline and online trading is different, the margin in online account will not be considered in the offline account and vice-versa unless specifically directed by Constituent. The accounting process for both accounts is different and is independent of each other.
  - (c) In case there is any change in policy relating to Risk Management pertaining to margin requirement and squaring up process the same would be reflected in the website [www.srisairammulticommodities.com](http://www.srisairammulticommodities.com) and at the registered office and terminals of the member and the onus is on the Constituent to keep check, understand, and agree with the Risk Management policy pertaining to margin requirement and squaring up process from time to time.
  - (d) The Constituent shall also remain in touch with the member to keep a regular check on his account and margin requirements, for maintaining sufficient margin with the member to undertake any transaction in his a/c in off line and online trading. If the Member considers it necessary for its own protection, it may require the Constituent to immediately on demand deposit cash or commodities to their account prior to any applicable settlement date in order to assure due performance of their open contractual commitments. If Constituent does not provide such additional cash or commodities, the Constituent hereby grants to the Member the right to sell any or all commodities extent in their account, buy any or all relevant commodities which may be short in their account, cancel any or all open orders and/or close any or all outstanding contracts.
  - (e) In addition, Constituent acknowledges and agrees that the Member may exercise any or all of the above rights, prior to or without any demand, for additional cash or commodities, or notice of sale or purchase, or other notice or intimation. Any such sales or purchases may be made at any time at the sole discretion of the Member on any market where such business is usually transacted, or at public auction or private sale, or the Member may purchase/sell for its own account. The making/ giving of any prior demand or call or notice of the time and place of such sale or purchase shall not be considered as a waiver of any rights of the Member to sell or buy without any such demand, call or notice, at that time or at any time subsequently.
  - (f) In addition to the above, if the Constituent does not credit its cash or commodities account as maintained with the Member, to make up any shortfall in the Margin, instantaneously, to enable restoration of the Margin in Constituent's account, the position of the Constituent may be squared off by the Member, without any further reference to the Constituent and without prior notification, and any resultant or associated losses that may occur due to such squaring off shall be borne by the Constituent, and the Member is hereby fully indemnified and held harmless by the Constituent in this behalf.
- In case where the payment by the Constituent towards the Margin is made through a cheque Issued In favour of the Member, any trade would be executed by the Member only upon the realization of the funds of the said cheque.

### II. vii Confirmations and Contract Notes

- (a) The Constituent is required to ascertain the status of its/his/her order (including any rejection of the same) which would be posted on the relevant sections of the Website or the Constituent may enquire the balance as maintained by member or the member shall keep sending the details of contract notes and the status of his account on fortnight basis wherever the Constituent is availing the services of the member 'off-line' from any terminals of the member.
- (b) Constituent understands that it is its/his/her responsibility to review, upon first receipt, whether delivered to Constituent by post mail, by e-mail, or other

electronic means, all confirmations or cancellations, statements, notices and other communications, including but not limited to, margin, maintenance calls, and prospectus. Notices and other communications may also be provided to Constituent verbally, in writing or by other means.

- (c) The Member shall deliver to the Constituent via email or other electronic means a contract note of the trades executed on their behalf on the trade date, or should post such Information on the website, within 24 hours of the execution of the order. The contract note shall be final and binding proof of the order placed by the Constituent, regardless of any apparent or alleged errors.
- (d) All information contained in any confirmation, contract note or other communications shall be binding upon the Constituent in relation to all transactions, whether the orders are given by the Constituent through the Web-Site or by telephonic means or otherwise.

### II. Viii) Charges

- (a) The Constituent agrees to pay the brokerage charges, MCX related charges, statutory charges and any other charges (including but not limited to commodity handling charges on settlement) as they exist from time to time and as they apply to the Constituent's account, in respect of transactions and services that the Constituent receives from the Member. The brokerage shall be paid in the manner intimated by the Member to the Constituent from time to time, including as a percentage of the value of the trade or as a flat fee or otherwise, together with the service tax as may be applicable from time to time on the same. The Constituent further agrees to pay any applicable taxes that may be levied on the transaction.
- (b) The Member shall debit the charges of the depository participant for the trades and the bank charges for the realization of cheques etc. to the Constituent account.
- (c) Notwithstanding anything contained in these Terms, any amounts which are overdue from the Constituent to the Member will be charged delayed payment charges at the rate of 2% per month or such other rate as may be determined by the Member and notified on the web site and the Constituent hereby authorizes the Member to directly debit the same to the account of the Constituent.

### II ix. Constituents Cash Credit and Commodities Accounts

- (a) The Member shall maintain such books of account in such manner so as to show and distinguish in connection with its business as a trading member broker the monies and commodities received from or on account of each of the Constituents, and the moneys and commodities received on its own account.
- (b) The Constituent is required to ascertain all ledger balances of moneys and commodities standing to its credit, which would be posted only on the relevant sections of the web site, and no separate intimation of the ledger balances of the Constituent in his account would be sent to the Constituent either physically or electronically. The information as contained in the ledger balances shall be binding upon the Constituent and the Constituent hereby agrees that the Member shall not be liable for any loss, damage or claim on account of any error in the information contained in the ledger balances.
- (c) All payments in respect of transaction made by the Constituent to the company shall be payable at Bangalore, drafts and cheques in that behalf shall be drawn in favour of the company and shall be payable at Bangalore. Final settlement of outstanding account in respect of transactions between the company and Constituent and periodical settlement and termination of contract shall be struck and finalised at the company Head Office at Bangalore.
- (d) The Constituent hereby authorizes and empowers SSRMC to adjust all the debts/ credits (funds/commodities) resulting from trading transactions in any of the following segment of MCX and vice-versa in order to discharge any financial liability towards SSRMC in any segment.
- (e) That the Constituent authorizes the trading member to maintain a running account for me/us/we for adjustment of any debit/credit resulting from any transactions by it him/her in one settlement for adjustment towards it/her/his credit/debit in subsequent settlements.
- (f) All transactions with MCX will be subject to the rules, regulations and Bye-laws of MCX apart from the existing terms and conditions as mentioned thereof.
- (g) To avoid any ambiguity it is hereby provided that notwithstanding anything contained in these Terms or in the Member-Constituent Agreement or any other understanding or agreement between the Member and Constituent, the Member's own records of the orders, cancellations, modifications, trades and transactions, in whatsoever manner maintained shall be deemed to be and is hereby accepted by the Constituent as conclusive and binding on the Constituent for all purposes and further the Constituent shall not challenge the accuracy, truth, or correctness of the said records in any manner and for any purpose whatsoever.

### II x. Set off, lien, pledge etc.

- (a) Nothing in the Terms or the Member-Constituent Agreement shall deprive the Member of any recourse or right, whether by way of lien, set-off, counter-claim or otherwise against any money or commodity standing to the credit of the Constituent's account.
- (b) All the commodities and monies credited to the account of the Constituent as maintained by the Member shall be subject to a lien for the discharge of any obligation or indebtedness of the Constituent to the Member. In enforcing the lien the Member shall have the sole discretion of determining the commodities or assets that are to be liquidated and/or appropriated.
- (c) The Member shall have the right to pledge the commodities standing to the credit of the Constituent's account for the purpose of raising any finance from any person as may be required to meet the Margin obligations of the Constituent. Further Constituent hereby authorizes the Member to pledge any commodities standing to its credit, to any person, whether received by execution of an order for purchase or blocked pending the fulfillment of an order for sale, for the purpose of securing to the Member a credit facility in connection with meeting the margin requirements of any other Constituent, provided that the Member shall be fully liable for any resultant failure of execution or default on delivery obligations directly caused by such pledge of the commodities.

17/(Client Signature)



# SRI SAIRAM MULTI COMMODITIES

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### II. xi. Further Documentation

The Constituent agrees to complete any further documentation that may be required in relation to any of the commodities dealings or by any of the regulatory authorities or under the Member's policies as may be notified from time to time or under any law, regulation, guideline, rule, byelaw, order or other edict having the force of law.

### II. xii. Compliance with Laws

All transactions that are carried out by and on behalf of the Constituent shall be subject to Government notifications, the rules, regulations and guidelines issued by Forward Market Commission, the Reserve Bank of India and the National Commodities Depository Limited, the Central Depository Services Limited, the Forward Contracts Regulation Act and the rules made there under, and the byelaws, constitution, rules, regulations, customs and usage of the MCX, if any.

## III. ADDITIONAL CONDITIONS IN RELATION TO ELECTRONIC ORDERS

### III. I. List of Dematerialized Commodities

The Member shall notify the commodities for which this facility is made available from time to time on the Web Site. The Member would have the right to add or delete commodities for which the facility is made available in its absolute discretion and details of the same would be posted on the Web Site and no separate intimation whatsoever thereof will be sent to the Constituent.

### III. II. Protection of Constituent's Trading Password

The Constituent shall immediately notify the Member in writing, delivered via email, Speed Post and Registered AD, if the Constituent becomes aware of any loss, theft or unauthorized use of the Constituent's Trading Password and account number; or any failure by the Constituent to receive an accurate written confirmation of an execution including the contract note for the same; or any receipt by the Constituent of confirmation of an order and/or execution which the Constituent did not place; or any inaccurate information in the Constituent's account balances, commodities positions, or transaction history. In the case where the Constituent notifies such loss, theft or unauthorized use of the Constituent's Trading Password to the Member, the Member shall suspend the use of the account of the Constituent. However, the Constituent shall be responsible and liable for all transactions that are carried out by the use of the Constituent Trading 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 Constituent or to any other person whose claim may arise through the Constituent with respect to any of the circumstances described above.

### III. iii. Use of Constituent's Trading Password

The Constituent confirms and agrees that it will be the sole authorized user of the Trading Password/s to be given to it by the Member. The Constituent accepts sole responsibility for use, confidentiality and protection of the Trading Password/s as well as for all orders and Information changes entered into the Constituent's account using such Trading Password. The Constituent shall ensure that the Trading Password/s are not revealed to any third party or recorded in any written or electronic form. If the Constituent forgets the Trading Password, a request for change of the Trading Password should be sent to the Member in writing. On receipt of such a request the Member shall discontinue the use of the old Trading Password and shall generate a new Trading Password for the Constituent, which shall be communicated to the Constituent. However, the Constituent shall be responsible and liable for all transactions that are carried out by the use of the old Trading Password. Neither the Member nor any of its officers directors employees agents affiliates or subsidiaries will have any responsibility or liability to the in addition, the Constituent hereby grants to SSRMC the right to with-hold its/his/her commodities payment and/or funds pay-out from the commodities exchange in part or full. Constituent or to any other person whose claim may arise through the Constituent with respect to any of the circumstances described above.

### III. iv Form of Trading Password

The Constituent shall use a Trading Password of 6-8 characters in length, which is a combination of letters and numbers. The Trading Password shall not be a combination relating to name or age or other personal information, which would render it easily deducible. The Trading Password shall be valid for a period of 15 to 20 days only. In the case where the Constituent wishes to change his Trading Password he can do so on the Web Site in the prescribed manner.

### iii. V Recording of Trading Password

The Constituent shall memorise the Trading Password and not record it in written or electronic form. In the event that the Constituent does record the Trading Password in written or electronic form, he/she/it shall do so at his/her/its sole risk and responsibility and the Constituent or the third party misuses the password SSRMC is not responsible for such misuses and its the sole responsibility of the member Constituent,

### iii. vi Responsibility for Use of the Trading Password

Any order entered using the Trading Password is deemed to be that of the Constituent. If third parties gain access to the Member's services through the use of the Trading Password, the Constituent will be deemed to be responsible for the same and hereby indemnities and holds harmless the Member against any liability, costs or damages arising out of claims or suits by or against such third parties based upon or relating to such access and use, since the primary responsibility for such transaction shall be that of the Constituent.

### iii. vii. Communications Equipment of the Constituent

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

## III. VIII. Constituent's infrastructure

For the purposes of these Terms, it is presumed that the Constituent has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the web site 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 Constituent 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.

### III. ix. Prevention of Unauthorized Use

The Constituent will install the necessary safeguards and access restrictions to prevent unauthorized use of Constituent's computer systems and ensure that no unauthorized person can gain access to the computer systems.

## IV. ADDITIONAL CONDITIONS IN RELATION TO ORAL ORDERS ON-LINE AND OFF-LINE

(a) The Constituent agrees and hereby authorizes the Member at its sole discretion and without any prior notice to the Constituent, to record any conversation between the Constituent and the Member. Such recording shall be deemed to be and is hereby accepted by the Constituent as conclusive and binding on the Constituent for all purposes and further the Constituent shall not challenge the accuracy, truth, or correctness of the said records in any manner and for any purpose whatsoever.

(b) The Constituent hereby agrees that the Member shall not be liable for any losses, damage or claim on account of transactions effected by the Member on behalf of the Constituent arising from any incorrect or erroneous transfer or collection of the order instructions from the Constituent.

## V. MEMBER CONSTITUENT COMMUNICATIONS

### V. I. Form of Communication

Documents, which may be sent by electronic delivery between the parties, may be in any of the following manners (a) an electronic mail ('e-mail') including any automated replies from the system of the Member, (b) an electronic mail attachment, or (c) in the form of an available download from the web site. (d) by telephonic information duly recorded. (e) by courier containing details of transaction confirmations, account statements requisition of any delivery related documents on the last known address of the Constituent.

### V. ii. Change of Address

Unless the Constituent 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 Constituent irrespective of whether they are actually received or not.

### V. III 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) may be provided to the Constituent.

Through the use of the Member's web site and services, the Constituent agrees to be bound by any and all such notices, policies and terms of doing business.

## VI. TERMINATION

(a) The Member-Constituent Agreement and access to the use of the Web-Site, the Services, the Facilities and the Content may upon notice of one month be terminated by mutual consent of the Constituent and the Member.

(b) The constituent agrees that the commodity broker may at any time terminate this agreement. The client is aware and accepts that in view of the nature of the transactions and dealing involved in providing the service it may not be possible for the commodity broker to give advance notice of such termination or suspension to the client. The client may at any time terminate this agreement by not less than seven days notice to the commodity broker, provided that unless the commodity broker otherwise permits, the client shall not be entitled to terminate this agreement so long as any amount is payable or commodities are deliverable by the client to the commodity broker.

(c) The termination of the Member-Constituent Agreement and access to the use of the Web-Site, the Services, the Facilities and the Content will not affect the rights and/or obligations of either the Member or the Constituent incurred prior to the date of such termination and the parties shall enjoy the same rights and shall have the same obligations in respect of such transactions.

## VII. MISCELLANEOUS INFORMATION

### VII. i. Facilities and Web Content

(a) The Constituent acknowledges and agrees that each participating commodities exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The Constituent shall use real-time quotes received on the web site of the Member only for the Constituent's individual use and shall not furnish such data to any other person or entity. The Constituent is authorized to use materials which are made available by the Member's web site for the Constituent's own needs only, and the Constituent is not authorized to resell access to any such materials or to make copies of any such materials for sale or use to and by others. The Constituent shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the Member's web site.

(b) All materials published on the Web-Site, including, without limitation, information, text, photographs, images, graphics, software, audio, and video and/or other visual reproductions (hereinafter referred to as the "Content") are intended solely for personal, non-commercial use. All rights pertaining to the Content or any part thereof shall vest only in the relevant owners of the same and no other person may modify, publish, transmit, participate in the transfer or sale of, reproduce (except as provided herein), create derivative works from, distribute, perform, display or in any way exploit, any of the Content, in whole or in part.

18✓(Client Signature)

# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

(C) All Content is owned or controlled by SSRMC or the party credited as the provider of such Content. The Content, and the entire Web-Site, including without limitation all materials published by SSRMC and all postings on the Web-Site may be protected by copyright pursuant to Indian copyright laws, international conventions, and other copyright laws. SSRMC owns a copyright in the selection, coordination, arrangement and enhancement of such Content, as well as in the original component of the Content itself. All persons visiting and/or using any of the Facilities on the Web-Site or viewing any of the Content thereof (hereinafter such person shall be referred to as the "Visitor", which term shall mean and include the Constituent In relation to any use of the Facilities and Content) shall abide by all copyright notices, conventions, and other copyright laws. The Visitor shall abide by all copyright notices, Information or restrictions contained In any Content accessed by or through the website. Reproduction of the website, In whole or in part, without the prior written permission of SSRMC is strictly prohibited.

(d) To the extent that any part of the Content may be downloaded or copied, the same may be done only for personal non-commercial purpose(s) and use(s), and provided that all copyright and other notices contained in such Content are faithfully maintained and the Content shall not be stored in any media other than in the Visitors personal computer. In the event any software is downloaded from the Web-Site, such software, including without limitation any files, images incorporated in or generated by the software, and data accompanying the software, are licensed to the Visitor by SSRMC for personal, non-commercial use and viewing only. The software may not be redistributed, sold, decompiled, reverse engineered or otherwise reduced to a human perceivable form. SSRMC retains full and complete title and rights to all intellectual property in Web Site.

(e) SSRMC shall not be liable for truth, accuracy or completeness of the information or for any errors, mistakes or omissions therein or for any delays or interruptions of such information for whatever cause. It is expressly understood and agreed to by the Visitor that except as specifically provided herein, all warranties, express or implied, including any implied warranties or merchantability and/or fitness for a particular purpose, are hereby excluded.

### VII. ii. Third Party Providers/Links

The Web Site may contain links to other web sites on the World Wide Web. SSRMC is not responsible for their resources or their content or the availability thereof.

### VII. iii. Submissions

(a) The Visitor shall remain solely responsible for all submissions on and to the Web Site. SSRMC is not responsible for the content or message of any submissions. SSRMC does not guarantee, and makes no formal representation or warranty as to, the accuracy, veracity or completeness of any information provided by others in any portion or page of the Web-Site, nor does SSRMC necessarily endorse, support, sanction, encourage, verify, agree with, or reject, diminish or disagree with, the comments, opinions or statements posted by others on the Web-Site.

(b) While SSRMC does not and cannot review every message posted or item submitted to/on the Web-Site, SSRMC reserves the right, in its sole discretion, but assumes no duty, to delete, move, or edit submissions that it deems false, inappropriate, abusive, defamatory, obscene, In violation of copyright or trademark laws, or otherwise unacceptable, and the Visitor expressly acknowledges and accepts that its submissions may be edited, removed, modified, published, re-published, transmitted and displayed by SSRMC in its sole discretion.

(c) The Web Site and Its Facilities including the discussion groups and chat rooms shall be used only in a non-commercial manner. No part of the Web Site, discussion groups and/or chat rooms shall be used to solicit Visitors to become users of commercial online information services or for any other commercial services. The Visitor shall not disrupt or interfere with any aspect or element of the Web Site nor shall the Visitor do anything, which, in the sole judgment of SSRMC, will restrict or inhibit any other Visitor from using and enjoying the Web Site and/or any of its Facilities. The Visitor shall not, without the express written approval of SSRMC, post or otherwise distribute any material containing any solicitation of funds, advertising or solicitation for goods or services. The Visitor shall not copy third party articles into the chat rooms or discussion groups available on the Web Site. No Visitor shall tout or hype commodities or company, or post the same note on multiple occasions in a single day (a practice known as 'spamming'). The Visitor shall not upload to, or otherwise submit or publish through, the Web-Site any content or material which is libelous, defamatory, obscene, pornographic, abusive, or hateful, or which invades anyone's privacy, encourages conduct that would constitute a criminal offense, or otherwise violates any third party rights or local, state, federal or international law or regulation.

(d) Those Visitors with formal connections or affiliations to or with a company being discussed in any forum, including among other things any and all positions of employment, directorships, consultancies and/or substantial share holdings, must identify themselves as such, and disclose such connection or affiliation, within their first post in that topic, company focus, or subject matter.

(e) The author or creator of any and all submissions in print or other forms or other uploads to the discussion groups and/or chat rooms, transfers and assigns to SSRMC, by virtue of submission to the Web-Site and this agreement, the entire copyright, throughout the universe, in any and all media and forms of publication, reproduction, transmission, distribution, performance, or display.

The provisions of this agreement shall always be subject to government notifications, and rules, regulations & guidelines issued by FMC & commodities exchange rules, regulations & bye-laws that may be in force from time to time & the forward contracts regulation Act. The Rules there under and any other applicable statutory provisions and/ or regulations.

Now in existence or hereafter developed, in such work or other original materials; without separate, retained or reversionary rights being held by such author, creator or other person submitting such work. SSRMC may exercise the rights granted herein in such from as It may in its sole discretion determine; such that the submitted material may be published, reproduced, reprinted, distributed, performed, displayed, included in anthologies and compilations, and/or otherwise transmitted (including but not limited to electronic and optical versions and in any other media now in existence or

hereafter developed) in whole or In part, whether or not combined with the work of others. In addition, SSRMC may use the name and electronic address of the author, creator and/or other person submitting the work in publishing, promoting, advertising, and publicizing their publications and information products and services, and in any merchandising.

### VII. iv. (a) REPRESENTATIONS AND WARRANTIES OF CLIENT

The client represents and warrants to the commodity broker that:

All the information provide and statements made in the client's online trading account application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the client is aware that the commodity broker has agreed to provide the commodity broker's online trading service to the client on the basis, inter alia, of the statements made in the client's online trading account application.

The client is aware and acknowledges that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the commodity broker's online trading service may at any time be unavailable with out further notice. The commodity broker and the Exchange do not make any representation or warranty that the commodity brokers online trading service will be available to the client at all times with out any interruption. The client agrees that he shall not have any claim against the Exchange or the commodity broker on account of any suspension, interruption, non-availability or malfunction of the commodity brokers online trading system or service or the exchange's service or systems for any reason whatsoever.

The client has the required legal capacity to, and is authorized to, enter into this agreement and is capable of performing his obligations and undertakings hereunder.

All actions required to be taken to ensure compliance of all the transactions, which the client may enter into pursuant to this agreement with all applicable laws, shall be completed by the client prior to such transaction being entered into.

The client shall abide by the exchange provisions and the terms of the commodity broker's online trading website in force from time to time.

Any instructions give by an authorized representative of the client to the commodity broker (or to the commodity broker's representative) shall be binding on the client.

### VII. iv. (b) REPRESENTATIONS AND WARRANTIES OF THE COMMODITY BROKER:

The commodity broker represents and warrants to the client that:

The commodity broker's online trading system has been approved by the exchange. Where the online trading system has not been approved by the exchange, the commodity broker has applied/proposes to apply to the exchange to approve the said online trading system and the commodity broker will commence the commodity broker's online trading service only after the exchange has approved the commodity brokers online trading system.

### VII. v. Indemnity

(a) Though orders are generally routed to the marketplace shortly after the time the order is placed by the Constituent on the system there may be a delay in the execution of the order due to any link system failure at the Constituent/Member/MCX's end. The Constituent 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, system failure, commodity 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 Constituent from entering the Member's system or from executing an order or in respect of other conditions.

(b) The Constituent further agrees that he/she/it will not be compensated by the Member for any "lost opportunity" viz, notional profits on buy/sell orders which could not be executed or real loss from delay in executed orders due to any reason whatsoever, including but not limited to time lag in the execution of the order or the speed at which the system of the Member or of the Exchanges is operating or the delay in commodities quotes or any shutting down by the Member of his system for any reason or the Member disabling the Constituent from trading on his system for any reason whatsoever.

### VII. vi. Member's Liability

(a) Under no circumstances, including but not limited to negligence, shall the Member or anyone involved In creating, producing, delivering or managing the Services be liable for arty direct, indirect, incidental, special or consequential damages, even if the Member or such person has been advised of the possibility of such damages, that result from the use of or inability to use the service, delay in transmission of any communication, in each case for any reason whatsoever (including on account of breakdown in systems) or out of any breath of any warranty or due to any fraud committed by any person whether in the employment of the Member or otherwise.

(b) The Constituent agrees to fully Indemnify and hold harmless to the Member for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that got entered through the system at the Constituent's end.

### VII. vii. Limitation of liability

The Member does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages disseminated to the Constituent. The Member shall not be liable for any inaccuracy, error or delay In, or omission of, (1) any such data, information or message, or (2) the



# SRI SAIRAM MULTI COMMODITIES

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loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in any such data, information or message, due either to any act or omission by the Member or to any force majeure event (e.g., flood, extraordinary weather condition, earthquake or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, shut down of systems for any reason (including on account of computer viruses), equipment or software malfunction), any fraud committed by any person whether in the employment of the Member or otherwise or any other cause beyond the reasonable control of the Member.

### VII. viii 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 Constituent agrees that the Member shall not be held responsible for any breakdown of the system either due to the fault of the systems of the Member or of the Exchanges or otherwise.

### VII. ix. 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 provision or condition, by conspicuously posting notice of such amendment on the web site. The Member shall not be required to communicate any modification or rescission to the Constituent either through physical or electronic form, and any notice of amendment or modification is hereby waived by the Constituent. The continued use of the services of the Member after such notice will constitute acknowledgement and acceptance of such amendment. These Terms (as amended or modified from time to time) represent the entire agreement between the Constituent and the Member concerning the subject matter hereof. The continued use of the Services by the Constituent constitutes the Constituent's acceptance of any and all modifications and amendments of the Terms.

### VII. x. Severability

If any provisions or of these Terms are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provisions or terms were not contained herein.

### VII. xi. No Assignment

The rights of the Constituent under these Terms are not transferable under any circumstances and shall be used only by the Constituent.

### VII. xii. Authorized Representative

The instructions issued by an authorized representative of the Constituent shall be binding on the Constituent in accordance with the letter authorizing the said representative to deal on behalf of the Constituent.

### Vii. xiii. Death or Insolvency

In the event of death or insolvency of the Constituent or of its otherwise becoming incapable of receiving and/or paying for or delivering or transferring commodities which the Constituent has ordered to be bought or sold, the Member may close out the transaction of the Constituent and the Constituent or its legal representative shall be liable for any losses, costs and be entitled to any surplus which may result therefrom.

### VII. xiv. Dispute Resolution:

- (a) The Member and the Constituent are aware of the provisions of the Bye laws, rules and regulations of the MCX relating to the resolution of the disputes/differences through the mechanism of arbitration provided by the Exchanges and agree to abide by the said provisions insofar as any disputes under these Terms relate to transactions that are to be carried out on the exchanges.
- (b) Any claim, dispute or difference arising between the Parties hereto in respect of this agreement or any contracts, dealings or transactions pursuant hereto or any right, obligations, terms and conditions as contained in this agreement or the interpretation or construction of this agreement shall be subject to the grievance redressal procedure of the exchange and shall be subject to the arbitration procedure as prescribed by the exchange provisions.
- (c) In so far as any other disputes or differences in connection with these Terms or their performance (other than the disputes referred to in Paragraph VII.ivx(a) above) are concerned such disputes shall, so far as it is possible, be settled amicably between the Parties and in the case where after 30 days of consultation, the parties have failed to reach an amicable settlement, such disputes shall be submitted to arbitration and such arbitration shall be conducted in accordance with the Indian Arbitration and Conciliation Act, 1996 (the "Arbitration Act") by an panel consisting of a sole arbitrator. The Member and the Constituent expressly consent and agree that SSRMC shall be the person designated to appoint the sole arbitrator. The venue of arbitration shall be Bangalore and each party shall bear the cost of arbitration equally unless otherwise awarded by the sole arbitrator.
- (d) The member maintains offices at different places within the knowledge of the Constituent and the Constituent shall have all transaction with the principle office, but they may also avail facility at its branches as well. Branch Managers shall also have the power to recover payments or make the payments on behalf of the principles to such Constituents after obtaining the instruction in this behalf and may give acknowledgement of such transaction on behalf of the head office. However all transaction may be entered at branches shall be treated as transaction being done with the principle office and all information shall remain with the Member.

### Vii. xv. Foreign Jurisdiction

This service does not constitute an offer to sell or a solicitation of an offer to buy any commodities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any commodities 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. Further, no information on the Web Site is to be construed as a

representation with respect to commodities or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the Web Site.

### VII. xvi. General

- (a) Notwithstanding anything contained in these Terms or in the Member- Constituent Agreement, - SSRMC/Member retains its right to:
  - (i) In its sole discretion to alter, limit or discontinue the Website or any Materials in any respect. SSRMC shall have no obligation to take the needs of any user into consideration in connection therewith.
  - (ii) Deny in its sole discretion any user access to this Website or any portion thereof without notice.
- (b) No waiver by SSRMC of any provision of this Agreement shall be binding except as set forth in writing signed by its duly authorized representative.

### VII. xvii. Other General Terms and Conditions.

- (a) The Constituent agrees to abide by the SSRMC's Terms and Conditions and rules in force and changes in Terms and Conditions from time to time relating to their account.
- (b) The Constituent agrees that the SSRMC will be at liberty to close their account any time without assigning any reason whatsoever.
- (c) The Constituent agrees that the SSRMC can, at its sole discretion, withdraw any of the services/facilities given in their account either wholly or partially at any time without giving them any notice.
- (d) The Constituent agrees that any change in their account status or change of address will be immediately informed to the SSRMC.
- (e) The Constituent agrees that all instructions relating to their account will be issued in writing satisfactory to the SSRMC in form and content.
- (f) The Constituent agrees that they shall not pay any amount in cash to any Sales Representative of the SSRMC at the time of opening an account or carrying out any transaction in the normal course of the business.
- (g) The Constituent agrees to accept the format provided by the SSRMC in order to execute their fax instructions to the SSRMC.
- (h) The Constituent agrees that the SSRMC will send them communications/letters etc. through courier / messenger/mail or through any other mode at its discretion and the SSRMC shall not be liable for any loss or delay arising therefrom.
- (i) The Constituent agrees that the Pass Words will be dispatched by courier (or any other mode at the SSRMC's discretion) at their risk and consequence.
- (j) The Constituent shall not hold the SSRMC liable in any manner what so ever in respect of such dispatch of these items.
- (k) An account may be opened on behalf of a minor by his/her natural guardian or by a guardian appointed by a court of Competent Jurisdiction. The guardian shall represent the minor in all transactions of any description in the above account until the said minor attains majority. Upon the minor attaining majority, the right of the guardian to operate the account shall cease. The guardian agrees to indemnify the SSRMC against the claim of above minor for any withdrawal/transactions made by him in the minor's account.
- (l) The Constituent agrees and undertakes to ensure that there would be sufficient funds/ cleared balance/pre-arranged credit facilities in their account for effecting transactions. The Constituent agrees that the SSRMC shall not be liable for any consequences arising out of non-compliance by the SSRMC of my instructions due to inadequacy of funds and the SSRMC can at its sole discretion decide to carry out the instructions notwithstanding the inadequacy of funds. Their SSRMC may do the aforesaid without prior approval from or notice to them and they shall be liable to repay with interest the resulting advance, overdraft or credit thereby created and all related charges arising thereby @ 24% p.a. compounded daily basis.
- (m) The Constituent agrees that the SSRMC shall not be liable for any damages, losses (direct, indirect) whatsoever, due to disruption or non availability of any of services/ facility/s due to technical fault/error or any failure in telecommunication network or any error in any software or hardware systems.
- (n) The Constituent agrees that the SSRMC may disclose customer information, in strict confidence, to any of its agent/s and/or contractors with whom the SSRMC enters or has entered into any arrangement in connection with providing of services.

### VII. xviii, Accounts

The Constituent agrees to repay to the SSRMC on demand, unconditionally, that amounts of overdrafts or excesses against margin deposit that the SSRMC may grant his/her from time to time, together with interest accrued thereon. The constituent agrees that this does not imply that the SSRMC is bound to grant them any credit facility whatsoever.

### VIII. ELECTRONIC PAYMENT GATEWAY

#### VIII. I. Definitions and interpretations:

"Electronic Payment Gateway for Net banking Terms and Conditions shall mean the terms and conditions as modified from time to time applicable to Electronic Payment Gateway for Net banking offered through the SSRMC in the HDFC or other bank a/c and accepted by the customer. "Confidential Information" refers to information obtained by the customer, through the SSRMC, for the effective availment of Services or Payment Instruction Services" Electronic Payment Gateway for Net banking services.

"Payment Instruction" shall mean an instruction given by a Customer to transfer funds from the Account held by the Customer to the account of SSRMC.

#### VIII. ii. Internet

Internet refers to the network of computers / mobile phones / other electronic devices which share and exchange information. The Internet is at once a worldwide broadcasting capability, mechanism for information dissemination, and a medium for collaboration and interaction between individuals and their computers / mobile phones / other electronic devices capable of accessing the Internet without regard for geographic location.

# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

### Viii. iii. Electronic Payment Gateway for Net banking Services

Electronic Payment Gateway for Net banking Services is the SSRMC's Service which provides access to account information, the Internet with the help of concerned bank. The terms Electronic Payment Gateway for Net banking and Electronic Payment Gateway for Net banking services/facility may be interchangeably used.

### Viii. iv. Customer

Customer refers to any person who has a SSRMC Account and who has been authorized by the SSRMC to avail of the said facility.

### Viii. v. Account

Account refers to the Customer's Savings and/or Current Account to which access is to be obtained through Electronic Payment Gateway for Net banking.

### Viii. vi. Personal Information

Personal Information refers to the information about the Customer obtained in connection with Electronic Payment Gateway for Net banking or otherwise.

### Viii. vii. Application for Electronic Payment Gateway for Net banking

The SSRMC may offer Electronic Payment Gateway for Net banking to select Customers at its discretion in collaboration with the concerned bank. The Constituent agrees that in order to be eligible for Electronic Payment Gateway for Net banking it/he/she would need to be a current Internet user or have access to the Internet and knowledge of how the Internet works and have Net Banking facility with its/his/ her bank. The Constituent accepts that the application for Electronic Payment Gateway for Net banking does not automatically imply acceptance by the SSRMC.

### Viii. viii. Software

The SSRMC or the concerned bank will advise from time to time the Internet software such as Browsers, which are required for using Electronic Payment Gateway for Net banking. There will be no obligation on the SSRMC to support all the versions of this Internet software. The Constituent agrees that the Constituent shall be responsible for upgrading their software, hardware and the operating system at their cost from time to time so as to be compatible with that of the SSRMC. The SSRMC or the bank shall be at liberty to change, vary or upgrade its software, hardware, operating systems, etc., from time to time and shall be under no obligation to support the software, hardware, operating systems used by the Constituent and that the same shall be their sole responsibility.

### Viii. ix. Electronic Payment Gateway for Net banking Service

- (a) The SSRMC shall endeavor to provide through Electronic Payment Gateway for Net banking, such services as the SSRMC may decide from time to time.

The SSRMC reserves the right to decide the type of services which may be offered on each account and may differ from customer to customer. These facilities shall be offered in a phased manner at the discretion of the SSRMC. The SSRMC may also make additions / deletions to the services offered through Electronic Payment Gateway for Net banking at its sole discretion. The availability / non-availability of a particular service shall be advised through e-mail or web page of the SSRMC or written communication.

- (b) In case of Joint accounts and accounts with two or more signatories, the SSRMC will offer such services as restricted by the terms and conditions governing the operation of such accounts.
- (c) In case of Minor accounts, the natural guardian undertakes to give all instructions relating to the operation of the account and further undertakes not to reveal the Customer Id and Password to the minor.
- (d) The SSRMC shall take reasonable care to ensure the security of and prevent unauthorized access to the Electronic Payment Gateway for Net banking service using technology reasonably available to the SSRMC.
- (e) The Constituent agrees that it/he/she shall not use or permit to use Electronic Payment Gateway for Net banking or any related service for any illegal or improper purposes.

### Viii. x. Electronic Payment Gateway for Net banking Access

- (a) The Constituent understands that the SSRMC would allot them a Customer Id and password for their account, which will enable them to have access to Electronic Payment Gateway for Net banking to perform Net banking for bank account. The Constituent will be required to change the password assigned by the SSRMC on accessing Electronic Payment Gateway for Net banking for the first time. As a safety measure the Constituent changes the password as frequently thereafter as possible. In the absence of any specific request from them for personally collecting the Password, the Password shall be sent to the Constituent by courier at its/his/her risk and consequences to the address notified by them for correspondence, and the SSRMC shall be not liable or held responsible in any manner whatsoever, if the Password falls in the hands of unauthorized person/s.
- (b) In addition to Customer Id and Password the SSRMC may, at its discretion, require the Constituent to adopt such other means of authentication including but not limited to digital certification and or smart cards. The Constituent agrees that it/he/she shall not attempt or permit others to attempt accessing the account information stored in the computers of the SSRMC through any means other than the Electronic Payment Gateway for Net banking service. The Constituent is aware that the transaction through Electronic Payment Gateway for Net banking can be effected by use of their password for their SSRMC account and passwords for Net Banking for the operation of their bank account for Net Banking. The Constituent shall not request/demand any evidence of proof for transactions undertaken through the Net and the audit trail of the log-in would be conclusive proof to establish that the transactions are bonafide.

### Viii. xi. Password

The Constituent understands and agrees that it/he/she must:

- (a) Keep the password totally confidential and not reveal the password to any third party
- (b) Choose a password that shall consist of a mix of alphabets, numbers and special characters, which must not relate to any readily accessible personal data such as it/ his/her name, address, telephone number, driver license etc. or easily guessable combination of letters and number

- (c) Commit the password to memory and not record them in a written or electronic form, and
- (d) Not let any unauthorized person have access to their computer or leave the computer unattended while accessing Electronic Payment Gateway for Net banking.
- (e) In case the Constituent forgets the password for their account In the SSRMC, it/he/ she can request for change of the password. Such replacement shall not be construed/ deemed as the commencement of a new contract.

### Viii. xii Transaction Processing

- (a) All the requests for instantaneous transactions will be given effect instantaneously. In case requests for effecting any transactions are received on weekly offs/holiday/ public holidays, with SSRMC/MCX & bank, they shall be effected on the immediately succeeding working day on the terms and conditions prevailing on that day. The Constituent shall not hold the SSRMC or the bank responsible for not processing/effecting any transactions in case the SSRMC does not receive instruction to this effect even though they have forwarded the same. The Constituent hereby agrees to abide by the following terms and conditions in addition to the terms and conditions as applicable to Electronic Payment Gateway for Net banking:
- (b) The Constituent shall be free to utilize the Payment Instruction Services through Electronic Payment Gateway for Net banking for transfer of funds for such purpose, as they shall deem fit
- (c) The Constituent however agrees not to use or permit the use of the Payment Instruction Services or any related services for any illegal or improper purposes. While utilizing the Payment Instruction Services for making any payments for any services obtained whether on-line or otherwise, they shall ensure that
- (d) The Constituent has the full right and/or authority to access and avail of the services obtained and they shall observe and comply with the applicable laws and regulations in each jurisdiction in applicable territories. They shall not access to family/relatives/friends or any other person's account through this gateway facility for transfer of funds and if done so then the Constituent shall be solely responsible for the said transfer of funds. And further undertake if any such claim is made by the third party so effected then they shall be solely responsible and not SSRMC any manner.
- (e) The Constituent shall not involve the SSRMC as a party to such transaction.
- (f) The Constituent shall provide the SSRMC with such information and/or assistance as is required by the SSRMC for the performance of the Services and/or any other obligations of the under this Agreement.
- (e) The Constituent shall not at any time provide to any person, with any details of the accounts held by me/us with the SSRMC including, the passwords, account number which may be assigned to me/us by the SSRMC from time to time.

### Viii. xiii Risks

The Constituent hereby acknowledges that it/he/she is availing the Payment Instruction Service at it/his/her own risk. These risks would Include but not be limited to the following risks:

- (a) Misuse of Password: The Constituent acknowledges that if any third person obtains access to their password of the Customer, such third person would be able to provide Payment Instructions to the SSRMC. They shall ensure that the terms and conditions applicable to the use of the password as contained in the Electronic Payment Gateway for Net Banking Terms and Conditions are complied with at all times.
- (b) Internet Frauds: The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect Payment Instructions to the SSRMC. Whilst the SSRMC shall aim to provide commodity to prevent the same, there cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect Payment Instructions to the SSRMC. The Constituent shall separately evolve & evaluate all risks arising out of the same.
- (c) Mistakes and Errors: The filling in of applicable data for transfer would require proper, accurate and complete details. For instance, the Constituent is aware that they would be required to fill in the account number of the SSRMC to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts and there is no guarantee of recovery thereafter. The Constituent shall therefore take all care to ensure that there are no mistakes and errors and that the information given by me/us to the SSRMC in this regard is error free, accurate, proper and complete at all points of time. On the other hand in the event of my Account receiving an incorrect credit by reason of a mistake committed by some other person, the SSRMC or the bank shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Customer I/We shall be liable and responsible to SSRMC and accede to accept the SSRMC's Instructions without questions for any unfair or unjust gain obtained by me as a result of the same.
- (d) Transactions: The transactions, which the Constituent may require, the transfer of the funds may not fructify The SSRMC is merely providing it/him/her services whereby the said funds would be transferred from their instructions.
- (e) Technology Risks: The technology for enabling the transfer of funds and the other services offered by the SSRMC could be affected by virus or other malicious, destructive or corrupting code, program or macro. It may also be possible that the site of the SSRMC or the bank may require maintenance and during such time it may not be possible to process the request of the Customers. This could result in delays in the processing of instructions or failure in the processing of instructions and other such failures and inability. The Constituent understands that the SSRMC disclaims all and any liability, whether direct or indirect, whether arising out of loss of profit or otherwise arising out of any failure or inability by the SSRMC to honour any customer instruction for whatsoever reason. The Constituent understands and accepts that the SSRMC shall not be responsible for any of the aforesaid risks. The Constituent also accepts that the SSRMC shall disclaim all liability in respect of the said risks.



# SRI SAIRAM MULTI COMMODITIES

## TCM MEMBER MCX No. 29225

- (f) Limits: The Constituent is aware that the SSRMC may from time to time impose maximum and minimum limits on funds that may be transferred by virtue of the payment transfer service given to it/him/her hereunder. The Constituent realizes and accepts and agrees that the same is to reduce the risks on it/him/her. For instance, the SSRMC may impose transaction restrictions within particular periods or amount restrictions within a particular period or even each transaction limits. The Constituent shall be bound by such limits imposed and shall strictly comply with them.
- (g) Indemnity: The Constituent shall indemnify the SSRMC from and against all losses and damages that may be caused as a consequence of breach of any of the Electronic Payment Gateway for Net banking Terms and Conditions and the terms and conditions mentioned herein above.
- (h) Withdrawal of Facility: The SSRMC shall be entitled to withdraw this service at any time whatsoever
- (i) Charges: The Constituent hereby agrees to bear the charges as may be stipulated by the SSRMC from time to time for availing of these services.
- (j) Binding nature of above terms and conditions: The Constituent agrees that by use of this facility, the Constituent shall deemed to have agreed to all the above terms and conditions and such terms and conditions shall be bound on it/him/her in the same manner as if it/he/ she has agreed to the same in writing.

### IX. AUTHORITY TO THE SSRMC

- (a) Electronic Payment Gateway for Net banking transactions in the Customer's Account(s) are permitted only after authentication of the Customer ID and Password. The Constituent agrees that they grant express authority to the SSRMC, or the bank for carrying out transactions performed by them through Electronic Payment Gateway for Net banking. The SSRMC shall have no obligation to verify the authenticity of any transaction received from the Constituent through Electronic Payment Gateway for Net banking or purporting to have been sent by them via Electronic Payment Gateway for Net banking other than by means of verification of their Customer-ID and the password.
- (b) The display or printed output that is produced by the Constituent at the time of operation of Electronic Payment Gateway for Net banking is a record of the operation of the internet access and shall not be construed as the SSRMC's record of the relative transactions. The SSRMC 's or bank own record of transactions maintained through computer systems or otherwise that be accepted as conclusive and binding for all purposes unless any discrepancy is pointed out within one week from the date of access or from the date of sending the periodical statement, whichever is earlier.
- (c) All transactions arising from the use of Electronic Payment Gateway for Net banking, to operate a joint account, shall be binding on all the joint account holders, jointly and severally.

### X. ACCURACY OF INFORMATION

The Constituent agrees that it/he/she are responsible for the correctness of information supplied to the SSRMC through the use of Electronic Payment Gateway for Net banking or through any other means such as electronic mail or written communication. The SSRMC accepts no liability by the consequences arising out of erroneous information supplied by them. The Constituent agrees that if it/he/she notice any error in the account information supplied to it/ him/her through Electronic Payment Gateway for Net banking or by the use of any of the Electronic Payment Gateway for Net banking services, the Constituent shall advise the SSRMC & bank as soon as possible. The SSRMC will endeavor to correct the error promptly.

### XI. LIABILITY

The Constituent complies with the Terms and conditions and advise the SSRMC and the bank in writing under acknowledgment immediately after it/he/she suspect that their Customer-ID or password is known to another person and/or notice an unauthorized transaction in their Electronic Payment Gateway for Net banking account. The Constituent agrees that it/he/she shall be liable for some or all loss from unauthorized transactions in the Electronic Payment Gateway for Net banking accounts if it/he/she has breached the Terms or contributed or caused the loss by negligent actions such as the following:

- (a) Keeping a written or electronic record of Electronic Payment Gateway for Net banking password.
- (b) Disclosing or tailing to take all reasonable steps to prevent disclosure of the 'Electronic Payment Gateway for Net banking password to anyone including SSRMC staff and/or tailing to advise the SSRMC to such disclosure within reasonable time
- (c) Not advising the SSRMC and the bank in a reasonable time about unauthorized access to or erroneous transactions in the Electronic Payment Gateway for Net banking accounts.

The SSRMC shall in no circumstances be held liable to the Customer ID Electronic Payment Gateway for Net banking access is not available in the desired manner for reasons including but not limited to natural calamity, floods, tire and other natural disasters, legal restraints, faults in the telecommunication network or Internet or network failure, software or hardware error or any other reason beyond the control of the SSRMC. The SSRMC shall under no circumstances shall be liable for any damages whatsoever whether such damages are direct, indirect, incidental, consequential and irrespective of whether any claim is based on loss of revenue, investment, production, goodwill, profit, interruption of business or any other loss of any character or nature whatsoever and whether sustained by the Constituent.

### XII. DISCLOSURE OF PERSONAL INFORMATION

The Constituent agrees that the SSRMC or its contractors may hold and process the Constituent's Personal Information on computer or otherwise in connection with Electronic Payment Gateway for Net banking services as well as for statistical analysis and credit scoring. The Constituent also agrees that the SSRMC may disclose, in strict confidence, to other institutions, such Personal Information as may be reasonably necessary for reasons inclusive of, but not limited to, the following

- (a) For participation in any telecommunication or electronic clearing network in compliance with a legal directive
- (b) For credit rating by recognized credit scoring agencies.
- (c) For fraud prevention purposes.

### XIII. SSRMC'S LIEN

The SSRMC shall have the right of set-off and lien, irrespective of any other lien or charge, present as well as future on the deposits held in the Constituent accounts

and commodities whether in single name or joint name(s) or in the name of HUF, group account to the extent of all outstanding dues, whatsoever, arising as a result of the Electronic Payment Gateway for Net banking service extended to and/or used by them.

### XIV. NON-TRANSFERABILITY

The grant of facility of Electronic Payment Gateway for Net banking to the Constituent is not transferable under any circumstance and shall be used only by the Constituent.

### XV. TERMINATION OF ELECTRONIC PAYMENT GATEWAY FOR NETBANKING SERVICE

- (a) The Constituent may request for termination of the Electronic Payment Gateway for Net banking facility any time by giving a written notice of at least 15 days in advance to the SSRMC. The Constituent agrees that they will remain responsible for any transactions made on their Electronic Payment Gateway for Net banking account(s) through Electronic Payment Gateway for Net banking prior to the time of such cancellation of the Electronic Payment Gateway for Net banking Service by SSRMC upon the request of the Constituent
- (b) The closure of all their Accounts will automatically terminate the Electronic Payment Gateway for Net banking service,
- (c) The SSRMC may suspend or terminate Electronic Payment Gateway for Net banking facilities without prior notice if these terms and conditions are breached or even otherwise without assigning any reason.

### XVI. NOTICES

The SSRMC and the Constituent may give notices under these Terms and Conditions:

- (a) Any notice or other communication to be given by any party to the other in connection with this agreement shall be in writing and shall be deemed duly served if delivered personally or sent by facsimile transmission or by prepaid registered post or by email at the address or (as the case may be), the e-mail or facsimile number (if any), of that party Intimated. Or at such other address, facsimile number or e-mail address as the party to be served may have notified the other in accordance with the provisions of this clause.
- (b) In addition, the SSRMC may also publish notices of general nature, which are applicable to all Customers on its web site. Such notices will have the same effect as a notice served individually to the Constituent.
- (c) Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between the commodity broker and the constituent may be communicated orally.

### XVII. GOVERNING LAW

These terms and conditions and/or the operations in the accounts of the Customer maintained by the SSRMC and/or the use of the services provided through Electronic Payment Gateway for Net banking shall be governed by the laws of the Republic of India and no other nation. The Customer and the SSRMC agree to submit to the exclusive Jurisdiction of the Courts located in Bangalore only, (Karnataka, India) as regards any claims or matters arising under these terms and conditions.

SSRMC accepts no liability whatsoever, direct or indirect, for non-compliance with the laws of any country other than the Republic of India. The mere fact that the Electronic Payment Gateway for Net banking Service can be accessed through Internet by a Customer in a country other than India shall not be interpreted to imply that the laws of the said country govern these terms and conditions and/or the operations in the Electronic Payment Gateway for Net banking accounts of the Customer and/or the use of Electronic Payment Gateway for Net banking.

### XVIII. SUPPLEMENTAL TO MAIN MEMBER-CLIENT AGREEMENT:

This Terms & Conditions are supplemental to, and does not supersede, the main member-client agreement. Save and except as modified expressly or by implication by this agreement the exchange provisions or the terms of the commodity brokers online trading website, the provisions of the main member-client agreement shall apply mutatis, mutandis to the extent applicable to dealings between the commodity broker and the client pursuant to or otherwise relating to the commodity broker's online trading service.

### GENERAL

The clause headings in this agreement are only for convenience and do not effect the meaning of the relative clause. The Constituent shall not assign this agreement to anybody else.

SSRMC may subcontract and employ agents to carry out any of its obligations under this contract. I do hereby solemnly affirm and declare as under:

1. That the above-mentioned authorized person/members of my family are regularly trading/ investing through you on MCX and/or any commodities exchange(s). For all purposes of operations of my account with you, the above accounts shall be termed as Group Account
2. That I hereby authorize you to sell commodities standing in my account and to transfer the proceeds of the sale of such commodities to the above mentioned accounts to set off all outstanding debit amounts in their respective accounts.
3. That I hereby authorize you to set off all outstanding debit amounts in the above mentioned accounts maintained by you in any segment of any commodities exchange(s), against the amount standing to the credit of Constituent's/Family/Group account maintained by you in respect of any segment of any commodities exchange(s)
4. That I have given the above authority to SSRMC with my free consent and without any pressure, threat or coercion from any corner whatsoever.
5. That in future I shall not make any claim from SSRMC in any manner whatsoever of any amount adjusted from the credit in my account to set off the outstanding debit amounts in the above-mentioned accounts and I further state that if anybody on my behalf claims the above said adjusted amount, the said act shall be null and void and shall be Ineffective from all corners.
6. That this is my true irrevocable statement and shall remain binding on me.
7. That I hereby undertake to intimate you from time to time of any additions of the Constituents to the said Group Account for the purpose of either allowing them to trade on my behalf or for the purpose adjustment of balance inter se.

# SRI SAIRAM MULTI COMMODITIES

TCM MEMBER MCX No. 29225

Regd. Off: # 7/1 B, 1st Floor, Above Indian Bank, Gandhi Bazaar Main Road, Basavanagudi, Bangalore - 560 004.  
Phone: 080 - 4122 9695 / 4150 6620 Fax: 2662 0088, E-mail: srisairammulticommodities@gmail.com

## **RISK DISCLOSURE DOCUMENT (MCX)**

(THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CLIENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH REGULATIONS OF MCX).

MCX has not passed the merits of participating in this trading segment nor has MCX 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 Client shall be solely responsible for such loss and the Exchange 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.

- I. 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.
- II. 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.
- III. 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.
- IV. 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.
- V. 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 contract 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.

There is risk of loss in trading in derivatives, the company director and other employees of Sri Sai Ram Multicommodities and its affiliates cannot be held responsible for any losses occurred in any trading done based on research calls provided by SSRMC research desk.

#### **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 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 Client should therefore study derivatives trading carefully before becoming involved in it.

(Please note: Sri Sai Ram Multicommodities does not provide portfolio management and advisory services.) I hereby acknowledge that I have received and understood this risk disclosure statement.

Place:.....

Date:.....

23 ✓ (Client Signature)

**SRI SAIRAM MULTICOMMODITIES**  
**TCM MEMBER MCX No. 29225**

**ORDER PLACEMENT INSTRUCTIONS**

To,

**Sri Sairam Multicommodities**

Dear Sir,

I am having a Broking account client UCC No. \_\_\_\_\_ with you.

I understand that you require written instructions from me/us for placing/modifying/ canceling orders. However, since it is not practical for me/us to give written instruction for placing /modifying/canceling order, I hereby request you to kindly accept my/our/mandate holders verbal orders/instruction, in person or over phone and execute the same. I/We understand the risk associated with placement of verbal orders and accept the same. I/We shall not disown orders under the plea that the same was not placed by me.

I/We indemnify **Sri Sai Ram Multicommodities (SSRMC)** and keep you indemnified against all losses, damage, actions which you may suffer or face, as a consequence of adhering to and carrying out my/our orders place verbally.

In case if I wish to withdraw this consent I shall inform SSRMC in writing and acknowledge by SSRMC at least one week in advance from the date of withdrawal.

Thanking You,

Your's faithfully,

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

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

24 ✓ **Signature of client** \_\_\_\_\_

# MCX

## METAL & ENERGY TRADE WITH TRUST

### Do's & Dont's for Clients/Investors in Commodity Futures Market - MCX

#### A. Dealing with Members

##### Do's

- a) Trade only through **Registered Members** of the exchange. Check from the Exchange website at <http://www.mcxindia.com/SiteMap/Membersdetails.aspx> to see whether the Member is registered with the exchange.
- b) **Insist on filling up a standard "Know Your Client (KYC)" form before you commence trading.**
- c) **Insist on getting a Unique Client Code (UCC) and ensure all your traders are done under the said UCC.**
- d) **Insist on getting a Unique Client Code (UCC) and ensure all your traders are done under the said UCC.**
- e) **Insist on reading and signing a standard 'Risk Disclosure Agreement'.**
- f) **Obtain a copy of your KYC, Member-Client Agreement and/ or other document executed by you with the Member, from the Member.**
- g) Cross check the Genuineness of trades carried out at MCX through the trade verification facility available on MCX website. The trades can be verified online at <http://www.mcxindia.com/SiteMap/Membersdetails.aspx> where trade information is available up to 5 working days from the trade.
- h) **Insist on a duly signed Contract Note in specified format for every executed trade within 48 hours of trade, highlighting the details of the trade along with your UCC.**
- i) Ensure that the Contract Note contains all the relevant information such as **Member Registration Number, Order No. Order Date, Order Time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.**
- j) **Obtain receipt for collaterals deposited with the Member towards margins.**
- k) Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities and details of Client-Trading Member Agreement to know your rights and duties vis-a-vis those of the Member.
- l) Ask the relevant questions and clear your doubts with your Member before transacting.
- m) **Insist on receiving the bills for every settlement.**
- n) **Insist on Monthly statement of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.**
- o) Scrutinize minutely both the **transaction & holding statements** that you receive from your Depository Participant.
- p) Keep Delivery Instruction Slips (DIS) book issued by DPs in safe position.
- q) Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
- r) Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
- s) Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
- t) Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
- u) Understand and comply with accounting standards for derivatives.



## **Don'ts**

- a) Do not deal with any unregistered intermediaries.
- b) Do not undertake off-market transactions as such transactions are illegal and fall outside the jurisdiction of the Exchange.
- c) Do not enter into assured returns arrangement with any Member
- d) Do not get carried away by luring advertisements, rumours, hot tips, explicit/ implicit promise of returns, etc.
- e) Do not make payments in cash/ take any cash towards margins and settlement to/ from the Member.
- f) Do not start trading before reading and understanding the Risk Disclosure Agreement and entering into the prescribed agreement with the Member.
- g) Do not neglect to set out in writing, orders for higher value given over phone.
- h) Do not accept unsigned/duplicate contract note/confirmation memo.
- i) Do not accept contract note/confirmation memo signed by any unauthorized person.
- j) Do not delay payment/deliveries of commodities to Member.
- k) Do not forget to take note of risks involved in the investments.
- l) 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.
- m) Do not pay brokerage in excess of that rates prescribed by the Exchange

## **B. Dealing in Commodity Futures**

### **Do's**

- a) Familiarize yourself with all the provisions of Forward Contracts (Regulations) Act, 1952 dealing with futures trading in commodities and amendments thereof from time to time
- b) Understand the provisions and rates relating to the sales tax, value added tax, APMC Tax, Mandi Cess and Tax, octroi, excise duty, stamp duty, etc., as applicable on the underlying commodity of any contracts offered for trading by MCX.
- c) Read, understand and be updated about the guidelines and circulars of the Exchange and of the Forward Markets Commission issued from time to time and kept on the respective websites.
- d) Read the commodity contracts circulars issued & kept on MCX website 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.
- e) Before entering into buy and sell transactions please be aware of all the factors that go into the mechanism of pricing, trading, clearing and settlement.
- f) 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.
- g) Understand the Delivery & Settlement Procedures given in the Exchange Circular of the commodity kept on the Exchange website that you wish to deal in the futures market.
- h) Study historical and seasonal price movements of the commodity that you wish to deal in the futures market.
- i) Keep track of Governments' Policy announcements from time to time of the commodity that you wish to deal in the futures market.
- j) Apply your own prudent judgment for investments in commodity futures and take informed decisions.
- k) Comply with Taxation and other Central Government/State Governments regulatory issues
- l) Go through all Rules, Bye Laws, Regulations, Circulars and directives issued by MCX.
- m) Since futures trading attract various types of margins, be aware of the risks associated with your positions in the market and margin calls made from time to time.

- n) **Collect/Pay Mark-to-Market margins Cheque on your futures positions on a daily basis from/to your Member.**
- o) Be aware of your risk taking ability and fix stop-loss limits. Liquidate your positions at such levels to reduce further losses, if any.
- p) In case of any doubt/problems, contact Exchange's Help Desk or email at customersupport@mcxindia.com

#### **Don'ts**

- a) Do not fall prey to market rumours.
- b) Do not go by any explicit/ implicit promise made by analysts/ advisors/ experts/ market intermediary until convinced
- c) Do not take trading decisions based on reports/ predictions made in various print and electronic mediums without proper evaluation.
- d) Do not deal based on Bull/Bear run of commodity markets sentiments.
- e) Do not trade on any product without knowing the risks associated with it.

#### **C. Rights of a Client**

- a) You are entitled to receive funds towards your payout within 48 hours. In case of any disputes with the Member regarding the trades done on the Exchange platform and/ or pertaining to non-receipt of payments due from the Member, 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 (KYC, Member-Client Agreement & Risk Disclosure Agreement, etc.) entered into by them with their Member and copies of the contract notes, bills, proof of payment(s)/ deliveries made to the Member pertaining to the period of dispute and statement of accounts duly issued by the Member etc., for obtaining relief through the process of Arbitration.** Hence, Clients are advised to obtain copies of these from Member(s) and keep such copies with them. Further, all copies of all correspondence to and from Member(s) may be preserved for producing them to the Arbitrators, if required.
- b) 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 contract note duly issued by the Member.
- c) In case of any disputes in respect of the trades on the Exchange or in the contract notes/ monthly statements or any complaint against the Member, take up the issue with Member directly. In case of non resolution/ grievances, file written complaint against the Member with the Exchange within 6 months from

Member ID 29225

25 ✓Signature of client

## UNDERTAKING TO ACT IN OWN CAPACITY

I/We do hereby solemnly affirm and declare as under:

1. That my registration with Sri Sairam Multicommodities (SSRMC) is in individual capacity and is for transacting on my own account. And that no one except myself / ourself has / have an interest with Sri Sairam Multicommodities (SSRMC).
2. That I shall not be acting further as an intermediary / sub-broker in any manner whatsoever for the transactions executed in any segment of any stock exchange(s) in my account with (SSRMC).
3. That in the event of my transacting with SSRMC on account of holdings by my family members & relatives, such act shall be done by me in my client account with SSRMC with due intimation and shall not be in the capacity of an intermediary / sub-broker.
4. That in the above event all amounts / securities shall be effected from my account to SSRMC from such Bank and / or DP accounts held by / belonging to me.
5. That I further state that if anybody on my behalf makes claims of any amounts / securities on accounts of the transactions in my account, the said act shall be null and void and shall be ineffective from all corners.
6. In case SSRMC finds that I am acting as an un-registered Sub-Broker SSRMC can immediately cancel my account with them and adjust all Credit against my liabilities.
7. That I shall duly intimate any change in the status of my registration with SSRMC and only with due permission under the prevailing regulatory / exchange regulations shall initiate any intermediary / sub-broking activity. I understand that this client registration is granted by SSRMC for transactions carried out in the nature and manner mentioned in point 1 & 2.
8. That I shall inform SSRMC of any of my registration in any capacity with any other member of the exchange(s) to transact on the same segment as at SSRMC.

✓( Name of Client )

26✓(Client Signature)\_\_\_\_\_

Strike off whichever is not applicable. Please note that in case of any firm / corporate the word "I" may be read as "we" and the word "my" as "our", as applicable

**Note:** A SSRMC client shall be referred as an intermediary / sub-broker when any of the broking activity by the SSRMC registered client (for transactions done at SSRMC) is actually being carried out for any other party other than for the SSRMC client himself the ultimate (end) client for the transaction being someone else other than the SSRMC client. It is further clarified that amounts and securities settlement should also not be happening to / from the Bank / DP accounts of parties other than the SSRMC client

To,

### SRI SAI RAM MULTICOMMODITIES

Regd. Off: # 7/1 B, 1st Floor  
Above Indian Bank  
Gandhi Bazaar Main Road  
Basavanagudi, Bangalore - 560 004.

Dear Sir,

Subject : 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 issued by the Multi Commodity Exchange of India (MCX) from time to time on the guidelines on net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I/We hereby declare and undertake that we will not exceed the position limits prescribed from time to time by MCX or Forward Markets Commission and such position limits will be calculated in accordance with the contents of 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 partnership firms/ companies/HUF's/Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position on 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 circulars 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.

The undersigned will be fully responsible to keep the open positions within the stipulated limits of exchange/regulator and liable to pay penalty in case of any violation or whatsoever.

Yours faithfully,

For \_\_\_\_\_

27 ✓(Client Signature) \_\_\_\_\_

Sole Proprietor/Partner/Director/Karta Trustee/Individual (\* Strike off which is not applicable)

From:

.....  
.....  
.....

To

The Branch Manager

.....  
.....

Please affix  
and sign  
on the  
photograph

**Re: Attestation of Signature by Banker**

Sir / Madam

I / We undersigned am / are holder(s) of SB / CA No.....in the  
name of.....at your branch.

I / We request you to also confirm that this account has been in operation since.....

Kindly attest our signature/s appended below as per records.

Thanking you,

Yours faithfully,

**28 ✓ Specimen Signature**

Signature verified

(Signature of Branch Manager & stamp)

**Note:** This document is mandatory in case the client signature  
on the mandatory proof submitted differs from his / her present signature.





## NOMINATION

I/We wish to make a nomination and do hereby nominate the following person inwhom all rights and / or amount payable in respect of Commodity held in the Depository by me / us in the said beneficiary owner account shall vest in the event my / our death.	
Name of the Nominee (Mr./ Ms.)	
Relationship with the Applicant (if any)	
Address of Nominee	
Pin Code : <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table>	
Signature of Nominee	
Date of Birth (in case of minor)	
Name of Guardian (Mr./Ms.) (in case of Nominees is a minor)	
Address of Guardian	
Pin Code : <table border="1" style="display: inline-table; width: 100px; height: 20px; vertical-align: middle;"></table>	
Signature of Guardian	

### Signature of two Witnesses

Name	Address	Signature with date
1		
2		

(To be signed by the applicant only in case of nomination)

Photograph of Nominee

  
  

Signature of Nominee across Photograph

29 ✓ **(Client Signature)**  
(Sole/First Holder)

**DECLARATION TO BE GIVEN BY PARTNERSHIP**  
(To be obtained on Pre-Printed Letter Head of the Firm)

**Date :**

To

**Sri Sairam Multicommodities**

# 7/1, B, Sai Chambers  
Gandhi Bazaar Main Road  
1st Floor, (Above Indian Bank)  
Basavanagudi  
Bangalore - 560 004.

Dear Sir,

We refer to the trading account opened with you in the name of.....and declare and authorize you as under:

We recognize that a beneficiary account cannot be opened with a depository participant in the name of Partnership Firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the Commodity / share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary Account No.....with Depository.....having DP ID.....opened as a joint account in the names of the Partners of the firm.

We agree that the obligation for commodity 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.

30 Client ✓ .....  
**Signature**

.....  
**Signature**

.....  
**Signature**

Instructions : Should be signed by all partners of the firm.

**DECLARATION BY FIRM (SOLE-PROPRIETORSHIP)**  
**(To be obtained on Pre-Printed Letter Head of the Firm)**

Date:.....

To  
**Sri Sairam Multicommodities**  
# 7/1, B, Sai Chambers  
Gandhi Bazaar Main Road  
1st Floor, (Above Indian Bank)  
Basavanagudi, Bangalore - 560 004.

Dear Sir,

I refer to the trading account opened with you in the name of.....and declare and authorize you as under:

I recognize that a beneficiary account cannot be opened with a depository participant in the name of a sole proprietorship firm as per Regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the Commodity / share transfer obligations pursuant to the trading operations, I authorize you to recognize the beneficiary Account No.....with Depository having DP ID opened in the name of the undersigned who is the sole proprietor of the firm.

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

31 ✓ **Signature**..... (Please sign with stamp of the firm)

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

The Cheques / DDs may be issued by me from my individual account or my joint account with some one else. This said amounts so given shall be solely/exclusively for credit to the account of my sole proprietorship firm M/s..... with Sri Sairam Multicommodities I shall not lay any claim whatsoever in future against Sri Sairam Multicommodities for affording credit of such cheques/DDs issued from my individual joint account credit of which has been provided by Sri Sairam Multicommodities to the account of my proprietorship firm M/s.....

Yours Truly,

32 ✓ **Client Signature** .....

(Please sign without stamp of the firm)

**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE**

(To be obtained on pre-printed letter head of the company)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/s.....  
Ltd. AND HAVING ITS REGISTERED OFFICE AT..... HELD ON.....  
.....DAY OF.....20.....AT.....

Resolved that the company do agree with M/s. Sri Sairam Multicommodities Member of the Multi Commodity Exchange of India Ltd. (MCX) for the purpose of dealing in Commodity Futures segment and any other segment that may introduced by MCX Sri Sairam Multicommodities in future and the said Trading Member be and is hereby authorized to honor instructions, oral or written, given on behalf of the company by any of the under noted authorized signatories.;

Sr. No.	Name	Designation
---------	------	-------------

1.

2.

3.

Who is / are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through Sri Sairam Multicommodities un Denait of the company.

RESOLVED FURTHER THAT Mr .....and/or Mr.....

Directors

and/or Mr.....Authorized Signatory of the Company be and are hereby authorized to sign, authorize to execute and may be deemed necessary or expedite to open account and further to place orders, receive/acknowledge contract notes/ledgers, receive/make payments and given 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 anyone Director and company secretary, who shall sign the same in token of the presence.

For.....Ltd.

*Chairman/Company Secretary*

(Signature to be verified by the Banker)

Specimen Signature of the Authorized Persons

Sr. No.	Name
---------	------

1.

2.

3.

**Specimen Signatures**

33

The above signature of be attested by the person signing the resolution for the account opening on behalf of the company.

Member ID 29225

## DETAILS OF PROMOTERS/PARTNERS/KEY MANAGEMENT PERSONNEL

	1	2	3
Full Name			
Designation			
Residence details:			
Address			
City			
State			
Pin Code			
Telephone Number			
Fax Number			
E-mail address			
Qualification			
Experience			
Equity stake			
Income Tax No. (PAN/GIR)			
Residential status	Resident Indian/NRI/Others	Resident Indian/NRI/Others	Resident Indian/NRI/Others
Bank Account Details			
Account Number			
Account type			
Name of Bank			
Branch with address &			
Telephone No			
Date of Opening account			
Passport Number			
Place of issue			
Expiry date			
Driving License Number			
Ration card Number			
Voter Identity card			
Place: Date:	Signature Name	Signature Name	Signature Name

## AUTHORITY LETTER FOR RUNNING ACCOUNT

To,

**SRI SAIRAM MULTICOMMODITIES**

# 7/1, B, Sai Chambers, Gandhi Bazaar Main Road,  
1st Floor, (above Indian Bank), Basavanagudi,  
Bangalore-560 004.

**Sub: Letter of Authority**

Dear Sir,

I/We hereby authorize you to maintain my/our account, funds, and commodities with you on a running account basis and request you to consider my balances in my/our running funds account with you for the purpose of margins/ any other obligations due to you. In view of the same it would proper for you to release the funds due to me/us on specific request, either written or oral.

Thanking you,

Yours truly,

<sup>34</sup> ✓ **Client Signature**

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

Date:

## FORMAT OF LETTER TO BE OBTAINED FOR INDIVIDUALS FOR AUTHORISATION

To,

**SRI SAIRAM MULTICOMMODITIES**

# 7/1, B, Sai Chambers, Gandhi Bazaar Main Road,  
1st Floor, (above Indian Bank), Basavanagudi,  
Bangalore-560 004.

### AUTHORISATION LETTER

Dear Sir,

I, ..... having trading account with you under client  
code no. .... residing at No. ....  
..... do  
hereby authorize ..... acting as a trader of  
..... having his office at  
.....  
..... to act as my authorised representative to sell, purchase, to sign &  
submit such documents as may be required by you.

I hereby agree to ratify and confirm whatsoever shall be done by my authorised representative by virtue of this authority.

As a proof of identification of the aforementioned Authorised Representative, I hereby submit his true copy of any one of the following.

Voters Identity Card

Kindly take the same on your records.

Thanking You,

Yours faithfully

35 ✓ **Client Signature**

Specimen signature of the  
Authorised Representative

## DECLARATION FOR MANDATE FOR RECEIVING CONTRACT NOTES

To,

### **SRI SAIRAM MULTICOMMODITIES**

# 7/1, B, Sai Chambers, Gandhi Bazaar Main Road,  
1st Floor, (above Indian Bank), Basavanagudi,  
Bangalore-560 004.

### **SUB : MANDATE TO ISSUE CONTRACTS DIGITAL FORMAT.**

Dear Sir,

I hereby agree and consent to accept the contract notes for transactions carried on by me/us through you and as per the agreement entered into between us, in Digital form. Digital contracts issued by you as per the term and conditions specified below shall be binding on me/us. Mailing of digital contract notes shall be constructed as delivery and acknowledge of contract note. I/we undertake to check the contract notes and bring the discrepancies to your notice within 24 hours of such issuance of contract notes.

My non-verification or not accessing the contract notes on regular basis shall not be a reason for disputing the contract note at any time. This instruction to issue digital contract note is applicable with immediate effect.

\* I am / we are giving hereunder my email-id for the purpose of mailing of contract notes in digital form.

(email-id : \_\_\_\_\_).

Alternate Email : ID \_\_\_\_\_

I hereby accept to the terms and conditions as mentioned herein

Yours truly,

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

✓ **Signature of the Client** \_\_\_\_\_ Client code \_\_\_\_\_

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

Note :

1. The Digital Contract notes will be issued in digital form in compliance with the guidelines issued by the exchange / FMC time to time.
2. Digital Contract notes will be mailed to the E-mail address provided to us in the format as may be prescribed by the exchanges / FMC from time to time. Transmission of digital contract notes to the id given by "client" shall discharge the commodity broker of its obligation with regard to issuance posting and acknowledgment of contract notes.
3. In case of any failure in system or errors in digital contract notes, contract notes, will be issued in physical form, which shall be binding on the client.
4. Discrepancies, if any, should be sent to the srisairammulticommodities@gmail.com within 24 hours of issuance of digital contract notes.
5. Any changes in the term and conditions shall be intimated from time to time.

Accepted



Dated :

To,

**SRI SAIRAM MULTICOMMODITIES**

# 7/1, B, Sai Chambers, Gandhi Bazaar Main Road,  
1st Floor, (above Indian Bank), Basavanagudi,  
Bangalore-560 004.

39 ✓ Signature of the Client

**Reference : Client Code**  
**Subject : Confirmation of transactions**

40 ✓ Signature of the Client

Dear Sir,

We hereby confirm that we had placed the order with your office, for the transactions mentioned in the captioned subject.

We acknowledge having placed the orders/instructions for transactions for transactions in commodity futures with you, which executed at the Commodity Stock Exchange (s) and having received the contract notes within the prescribed stipulated time as per applicable FMCG regulations/bye-laws.

With regard to our transactions, we confirm that before placing the order(s), we have read and understood the terms and conditions/ risks of trading and my amendments thereof from time to time and agree to abide by the terms and conditions, rules and regulations of the exchange as on the respective date (s) of the transactions.

With regard to our transactions, we confirm having read and understood the terms and conditions/risks as mentioned in the Disclosure Document (s), before placing orders for transactions in such commodity futures.

Thanking you,

Yours faithfully,

41 ✓ Signature of the Client



## BROKERAGE STRUCTURE

% Minimum Rs.

### FUTURES

Note: Transaction Charges, Clearing Charges, Service Tax, Stamp Duty, GTC Orders and other Government Services are Extra

Client Signature

From:

.....

.....

.....

To,

#### **SRI SAIRAM MULTICOMMODITIES**

# 7/1, B, Sai Chambers, Gandhi Bazaar Main Road,  
1st Floor, (above Indian Bank), Basavanagudi,  
Bangalore-560 004.

Dear Sir,

Sub: Set of Client Registration Document.

With reference to the above subject, I hereby confirm that I have received duly completed Client Registration Form (KYC) Member Client Agreement / Risk Disclosure Document, Mandatory and other Documents executed by me **OR** alternatively, you can send scan copies of these document to the email: ID mentioned in my application form (KYC)

Thanking you,

Yours faithfully,

42 ✓ **Signature of the Client**