



Plan your **TRADE...**

...Trade your **PLAN**



**Client Registration Form**

## CHECKLIST

**General :** All fields provided in the Client Registration Form and the Agreement together with other Letters / Undertaking / Authorisation 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.

<p><i>Tick the box / circle provided to ensure due completion of documentation.</i></p> <p><b>ACCOUNT OPENING : INDIVIDUALS</b></p> <p><input type="checkbox"/> Full name on the form as per the mandatory proof</p> <p><input type="checkbox"/> Recent passport size photograph and signed across the photograph</p> <p><input type="checkbox"/> PAN Card (Compulsory)</p> <p><input type="checkbox"/> Copy of any one for mandatory address proof :</p> <ul style="list-style-type: none"> <li><input type="radio"/> Passport</li> <li><input type="radio"/> Bank Pass Book / Latest Bank Statement</li> <li><input type="radio"/> Latest LIC Premium receipt</li> <li><input type="radio"/> Employer Certificate</li> <li><input type="radio"/> Latest Telephone Bill</li> </ul> <p><input type="checkbox"/> Copy of any one of the mandatory identity proof :</p> <ul style="list-style-type: none"> <li><input type="radio"/> Passport : Validity of Passport must be six months beyond the present date</li> <li><input type="radio"/> Driving License : Validity of Driving License must be six months beyond the present date</li> <li><input type="radio"/> Ration Card</li> <li><input type="radio"/> Voters Identity Card</li> </ul> <p><input type="checkbox"/> Copy of any two of the following for Financial Appraisal :</p> <ul style="list-style-type: none"> <li><input type="radio"/> Income Tax Return for the last three years</li> <li><input type="radio"/> Details of Annual Income for the last three years</li> <li><input type="radio"/> Details of Term / Fixed deposits with Banks</li> <li><input type="radio"/> Latest Property tax receipt</li> <li><input type="radio"/> Bank Statement for the last six months</li> </ul> <p><input type="checkbox"/> Details of Depository Account</p> <p><input type="checkbox"/> Latest Bank Statement along with cancelled cheque</p> <p><input type="checkbox"/> Account Conduct Certificate from Bank</p> <p><input type="checkbox"/> Details of Sales Tax Registration (if any)</p> <p><input type="checkbox"/> Signature attestation by Bank (in case required)</p> <p><b>FOR HUF</b></p> <p><input type="checkbox"/> Recent Passport Size photograph of Karta signed across the photograph</p> <p><input type="checkbox"/> Income tax PAN details of HUF</p> <p><input type="checkbox"/> Details of Bank Account of HUF</p> <p><input type="checkbox"/> Details of Depository Account of HUF</p> <p><input type="checkbox"/> Account Conduct Certificate from the Bank</p> <p><input type="checkbox"/> Details of Sales Tax Registration (if any)</p> <p><input type="checkbox"/> Signature attestation by bank (in case required)</p>	<p><b>FOR PROPRIETORSHIP / PARTNERSHIP FIRMS</b></p> <p><input type="checkbox"/> Recent Passport Size Photographs of all partners signed across the photograph</p> <p><input type="checkbox"/> Copy of the Partnership Deed duly signed by all partners</p> <p><input type="checkbox"/> Authorization by Partner(s) with regard to trading in commodities</p> <p><input type="checkbox"/> Income tax PAN details of all partners</p> <p><input type="checkbox"/> Details of Bank Account</p> <p><input type="checkbox"/> Audited Accounts for last three years</p> <p><input type="checkbox"/> Details of Depository Account</p> <p><input type="checkbox"/> Account Conduct Certificate from the Bank</p> <p><input type="checkbox"/> Details of Sales Tax Registration (if any)</p> <p><input type="checkbox"/> Signature attestation by Bank (in case required)</p> <p><b>ACCOUNT OPENING : NON-INDIVIDUALS</b></p> <p><b>FOR CORPORATES</b></p> <p><input type="checkbox"/> Recent Passport Size Photographs of all authorized signatories across the photograph</p> <p><input type="checkbox"/> Memorandum and Articles of Association</p> <p><input type="checkbox"/> Audited Annual Accounts for last three years</p> <p><input type="checkbox"/> Net worth Certificate for the Auditor / Two years balance sheet of the company</p> <p><input type="checkbox"/> Board Resolution authorizing Directors / other Representatives to trade in commodities and to sign / execute documents</p> <p><input type="checkbox"/> IT Return for the last two years</p> <p><input type="checkbox"/> Latest Bank Statement along with cancelled cheque</p> <p><input type="checkbox"/> Account Conduct Certificate from the Bank</p> <p><input type="checkbox"/> Income Tax PAN of the Company</p> <p><input type="checkbox"/> Identity proof of directors / authorized representatives</p> <p><input type="checkbox"/> Details of Directors / Promoters / Key Managers</p> <p><input type="checkbox"/> Details of Depository Account</p> <p><input type="checkbox"/> Details of Sales Tax Registration (if any)</p> <p><input type="checkbox"/> Signature attestation by Bank (in case required)</p> <p><b>NOTE :</b></p> <ol style="list-style-type: none"> <li>Original documents may be verified at the time of filling of application.</li> <li>The information given above would be confidential. However, if the information is required by any government agency, it may be given to them.</li> <li>Each constituent has to use one registration form. In case of joint names / family members, please submit separate form for each person.</li> </ol>
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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.


ACCOUNT DETAILS		INFORMATION																																																															
		<input type="checkbox"/> Ordinary Resident <input type="checkbox"/> NRI-Repatriable <input type="checkbox"/> NRI-Non-Repatriable <input type="checkbox"/> HUF <input type="checkbox"/> Trust <input type="checkbox"/> Minor <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Proprietorship Firm <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Pvt. Ltd. Co. <input type="checkbox"/> FII <input type="checkbox"/> FI <input type="checkbox"/> OCB <input type="checkbox"/> PIO <input type="checkbox"/> Others (please specify)																																																															
<b>CLIENT CATEGORY</b>		<input type="checkbox"/> Individual <input type="checkbox"/> Non-Individual _____ Contact Person _____																																																															
<b>PERSONAL INFORMATION</b>																																																																	
Client Name    M/s./Mr./Mrs./Ms.		<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table>																																																															
<b>MANDATORY PROOFS</b>		Number	Place of Issue	Date of Issue	Date of Expiry																																																												
PAN																																																																	
MAPIN																																																																	
Passport																																																																	
Driving License																																																																	
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<b>CLIENT REGISTRATION FORM FOR INDIVIDUALS</b>																																																																	
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"/> Marital Status : <input type="text"/> <table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table> Pin Code : <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ph.: <input type="text"/> 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																																																															
<b>If Employed :</b> Name of the Employer Office Address		<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table> Pin Code : <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ph.: <input type="text"/>																																																															
<b>If Self Employed :</b> Name of the establishment Office Address		<table border="1"> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </table> Pin Code : <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Ph.: <input type="text"/>																																																															
<b>FINANCIAL DETAILS (Income yearly)</b>		Below Rs. 1 Lac	Rs. 1 Lac-5 Lac	Rs. 5 Lac-10 Lac	Rs. 10 Lac-25 Lac	Rs. 25 Lac & Above																																																											
F.Y. 200 <input type="text"/> - 0 <input type="text"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																											
F.Y. 200 <input type="text"/> - 0 <input type="text"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																											
F.Y. 200 <input type="text"/> - 0 <input type="text"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																											

## CLIENT REGISTRATION FORM FOR CORPORATES, FIRMS AND OTHERS


Name of the Company / Firm :	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Registered Office Address :	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
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Address for Correspondence :	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
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Date of Incorporation/Formation	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Date of Commencement of Business	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Nature of Business																																																						
Registration No. (with ROC, FMC or any govt. authority)	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Name of Promoters / Partners / Karta with residential address	Name	Address																																																				
	1.																																																					
	2.																																																					
	3.																																																					
	4.																																																					
	5.																																																					
Name of Directors with residential address	1.																																																					
	2.																																																					
	3.																																																					
	4.																																																					
	5.																																																					
Name and Designation of persons authorized to deal in commodities on behalf of the company/firm/others and their residential address	1.																																																					
	2.																																																					
	3.																																																					
	4.																																																					
	5.																																																					
<b>KNOW YOUR CLIENT FORM FOR INDIVIDUALS / CORPORATES / FIRMS &amp; OTHERS</b>																																																						
<b>BANK DETAILS</b>																																																						
Bank Name									MICR No.	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																												
Branch & Address																																																						
<b>TYPE OF ACCOUNT</b>																																																						
<input type="checkbox"/> SB <input type="checkbox"/> CA <input type="checkbox"/> Others	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Account No.	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																																					
Date of Account opened	<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td></tr> </table>						<table border="1" style="width: 100%; height: 15px;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																																															
<b>SALES TAX REGISTRATION (IF ANY)</b>																																																						
Local Sales Tax	State-Registration Number-Validity Date (Please give details of all States where you are registered.)																																																					
Central Sales Tax	Registration Number : <table border="1" style="width: 100%; height: 15px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>										Validity Date : <table border="1" style="width: 100%; height: 15px;"><tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr></table>																																											
Client Profile	Producer / Trader / Consumer / Other																																																					
Interested in Commodities	Agro Commodities / Precious Metals / Base Metals / All																																																					



**INFORMATION ABOUT DIRECTORS / PARTNERS / KEY MANAGERIAL PERSONNEL IN CASE OF COMPANY / FIRM TO OPERATE ACCOUNT  
PERSONAL DETAILS - 1**

Full Name											
Designation											
Residence Address											
City											
State						Pin Code					
Telephone No						Mobile					
Fax No.											
E-mail Address											
Qualification											
Experience											
Equity Stake											
Income Tax No. (PAN / GIR)											
<b>Residential Status</b> (Please Tick)											
<input type="checkbox"/> Resident Indian <input type="checkbox"/> Non-Resident Indian <input type="checkbox"/> Others											
Bank Account Details											
Name of Bank											
Branch with Address &											
Telephone No.											
Account Type											
Account Number											
Date of Opening Account											
Passport No.											
Place of Issue											
Expiry Date											
Driving License No.											
Ration Card No.											
Voters Identity Card											
Signature	(3) 										
Name											
Date											
Place											

**INFORMATION ABOUT DIRECTORS / PARTNERS / KEY MANAGERIAL PERSONNEL IN CASE OF COMPANY / FIRM TO OPERATE ACCOUNT  
PERSONAL DETAILS - 2**

Full Name														
Designation														
Residence Address														
City														
State								Pin Code						
Telephone No								Mobile						
Fax No.														
E-mail Address														
Qualification														
Experience														
Equity Stake														
Income Tax No. (PAN / GIR)														
<b>Residential Status</b> (Please Tick)														
<input type="checkbox"/> Resident Indian <input type="checkbox"/> Non-Resident Indian <input type="checkbox"/> Others														
Bank Account Details														
Name of Bank														
Branch with Address &														
Telephone No.														
Account Type														
Account Number														
Date of Opening Account														
Passport No.														
Place of Issue														
Expiry Date														
Driving License No.														
Ration Card No.														
Voters Identity Card														
Signature	<sup>(3)</sup> 													
Name														
Date														
Place														

MCX Membership Regn. No. 35505

**Branch Office:** 16/36, Basement, Old Rajinder Nagar, New Delhi-110060

Ph.: 011-45052721, 45052722, Fax: 011-25725174

**Regd. Office:** A-46, Prashant Vihar, Sector-14, Rohini, Delhi-110085

## MEMBER AND CLIENT AGREEMENT (MCX)

This agreement is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ by and between Prodigy Consultants Pvt. Ltd., a company duly formed and registered under the Companies Act, having its Registered Office address at A-46, Prashant Vihar, Sector-14, Rohini, Delhi-110085 (hereinafter called "MEMBER"), and \_\_\_\_\_ a company / trust / firm / individual or any other body duly formed and registered under the \_\_\_\_\_ Act, having its

(4) Registered Office / Home address at \_\_\_\_\_ (hereinafter called "CLIENT").

### 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 Bye - Laws of MCX/FMC.

Whereas the Client has satisfied itself of the capability of the Member 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 before executing any orders through him.

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

Whereas the Member has taken steps and shall take steps to make the Client aware of the precise nature of the Member's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the member agreeing to handle the transaction on MCX/FMC on my/ our behalf, I/We, the client hereby agrees that;

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

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

1. The agreement entered into between the Member and the 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, Bye-Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
4. The Member hereby undertakes to maintain the details of the 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.
6. **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

X (5) \_\_\_\_\_

Client Signature X

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.

7. **Utilization by Member of the Initial Deposit by the Constituent:** The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent. This Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.

8. **Payment of Margins:** The 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 / close out 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.

9. **Receipts of 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. 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 / closingout 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.
10. If the complete recovery is not possible then, the Member shall be entitled to liquidate / lose 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.

11. 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 Bye Laws, Rules and Regulations of the Exchange.

12. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, Member shall be entitled to cancel relative contract(s) with Client.

13. 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 prospectuses. Notices sent by the broker by mail, e-mail 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.

14. Information about default in payment/delivery and related aspects by a client shall be brought to the notice of the relevant commodity Exchange(s). In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/ proprietor as the case may be, shall also be communicated to the relevant commodity exchange(s).

15. The Commodity broker and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.

16. 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 Prodigy Consultants Pvt. Ltd. such as online trading account, NSDL (or CDSL) DP account with Prodigy Consultants Pvt. Ltd. where Prodigy Consultants Pvt. Ltd. has the POA for such Beneficiary Accounts, to nullify the debit in any other account of the client held with M/s Prodigy Consultants Pvt. Ltd. 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.

17. The Commodity broker and the client agree to abide by any award passed by the MCX / FMC.

18. The Commodity broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued thereunder.

19. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.

20. 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 brokership by reason of the Commodity broker's default, death, resignation or expulsion or if the certificate issued by the MCX / FMC is cancelled.

21. The Commodity broker and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. 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.

22. 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.

23. 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.

24. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Delhi and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Delhi for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

**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.

**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.

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

Client Signature X<sup>(7)</sup>

**SIGNED for and on behalf of**

**SIGNED for and on behalf of**

**THE member: Prodigy Consultants Pvt. Ltd.**

**THE client:**

By:

By:

Signature:

Signature: X<sup>(8)</sup> \_\_\_\_\_

Title:

Title:

Witness:

Witness:

MCX Membership Regn. No. 35505

**Branch Office:** 16/36, Basement, Old Rajinder Nagar, New Delhi-110060

Ph.: 011-45052721, 45052722, Fax: 011-25725174

**Regd. Office:** A-46, Prashant Vihar, Sector-14, Rohini, Delhi-110085

## RISK DISCLOSURE DOCUMENT (MCX)

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

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

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

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

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

It must be clearly understood by you that your dealings on MCX through a member shall be subject to your fulfilling certain formalities set out by the member, which may, inter alia, include your filing the know your client form, client registration form, execution of an agreement etc. and are subject to Rules, Byelaws and Business Rules of the MCX and its Clearing Corporation/Clearing House, guidelines prescribed by FMC from time to time and circulars as may be issued by MCX or its Clearing Corporation/ Clearing House from time to time.

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

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

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

**i. Risk of Higher Volatility**

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

**ii. Risk of Lower Liquidity**

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

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

**iii. Risk of Wider Spreads**

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

**iv. Risk-reducing orders**

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

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

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

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

**v. Risk of News Announcements**

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

**vi. Risk of Rumours**

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

**vii. System Risk**

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

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

Client Signature X

delays in execution of order and its confirmation.

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

**viii. System/ Network Congestion**

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

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

**Effect of "Leverage" or "Gearing":**

- a. The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b. Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be paid within a stipulated time frame, generally before commencement of trading on the next day.
- c. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.
- d. Under certain market conditions, an Investor may find it difficult or impossible to execute the transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.
- e. Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.
- f. You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

**3. General**

**i. Deposited cash and property:**

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

**ii. Commission and other charges:**

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

iii. For rights and obligations of the clients, please refer to Appendix 1 enclosed with this document.

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

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

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

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**Client's Signature**

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

Date : ..... (dd/mm/yyyy)

Place:.....

**Appendix-1 INVESTOR RIGHTS AND OBLIGATIONS**

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

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**TRIPARTITE AGREEMENT BETWEEN COMMODITY BROKER, SUB-BROKER AND CLIENT (MCX)**

This Agreement (hereinafter referred to as "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between **Prodigy Consultants Pvt. Ltd.** (hereinafter referred to as "the member of MCX"), a Company incorporated under the Companies Act, 1956 and having its registered office at A-46, Prashant Vihar, Sector-14, Rohini, Delhi-110085, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns of the One Part;

(13) AND  
a \_\_\_\_\_ (name of the sub-broker) (hereinafter referred to as "the sub-broker"),  
\_\_\_\_\_ (type of entity) and having his/its office/registered office at \_\_\_\_\_  
\_\_\_\_\_ (address), which expression shall, unless repugnant to the  
context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being  
of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the  
case may be, of the Second Part;

AND  
a \_\_\_\_\_ (name of the client of the sub-broker) (hereinafter referred to as "the client"), individual/  
\_\_\_\_\_ (type of entity) and having his /its residence/office at \_\_\_\_\_  
\_\_\_\_\_ (address) which expression shall, unless repugnant to the context or  
meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said  
entity, the survivor or survivors heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Third Part;

**WHEREAS**

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

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN COMMODITY BROKER, SUB-BROKER AND CLIENT AS UNDER:**

- 1. The Commodity broker and sub broker hereby acknowledge and confirm that the sub-broker is affiliated to the Commodity broker and sub-broker shall within the scope of the authority given under these presents, be entitled to act as a 'sub-broker' for assisting the client In buying, selling or dealing in commodities through the commodity broker.
- 2. The Commodity broker, the sub-broker and the client agree that they shall abide by all the statutory responsibilities and obligations imposed on them by the rules, regulations and or any other rules or regulations applicable to the Commodity brokers, the sub-brokers and the clients in general either framed by FMC or by the relevant exchange any Government Circulars.
- 3. The Commodity broker and the sub broker declare that they have brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that:
  - a. He has read and understood the risks involved in trading on a Commodity exchange.
  - b. He shall be wholly responsible for all his investment decisions and trades.
  - c. The failure of the client to understand the risk involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segments in which the client choose to trade.
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the Commodity broker or the Exchange or as may be directed by FMC from time to time as applicable to the segment(s) in which the client trades. The commodities broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, FMC) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.
- 4. The Client agrees to pay to the Commodity broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that Commodity broker \ the sub-broker renders to the Client. The commodities broker agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange/FMC.
- 5. The Commodity broker and the sub broker agree that they shall co-operate and help each other in redressing grievances of the client in respect of transactions routed through them.
- 6. Details of current brokerage, fees and commissions, applicable, service and other taxes and other transaction expenses shall be as follows:
  - 1. Commodity segment: ] As per Annexure attached
  - 2. Transaction & Other Charges: ]
- 7. The Commodity broker agrees that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the Commodity broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in FMC Rules and Regulations, circulars/ guidelines/Exchanges Rules/Regulations/Bye-laws and circulars.
- 8. The client agrees that it will not make any third party payments from any account (other than what is specified in the client agreement/KYC). In case of such payments being made, the client agrees to intimate the broker, in writing of the same. The client also agrees that the broker may accept or reject such third party cheques/payments and the client will not hold the broker responsible for any loss incurred in such cases.
- 9. The client agrees that it will not transfer any Commodities from any demat account (other than what is specified in the client agreement/KYC). In case of such transfers are being made the client agrees to intimate the broker, in writing of the same. The client also agrees that the broker may accept or reject such third party transfers and the client will not hold the broker responsible for any loss incurred in such cases.
- 10. The client agrees that it will not indulge in manipulative trades or indulge in any sort of activity related to the trading in commodities, which are prohibited under law.
- 11. The Commodity broker and the sub-broker agree that each of them shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through them and they shall not jointly or severally do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in Commodities.
- 12. The Contract cum bill note issued / sent by the Commodity Broker via electronic mail to the Clients electronic mail ID shall be valid, legal and binding document and all the contents therein shall be binding on the client. Any discrepancy/change thereof shall be duly brought to the notice of the Commodity Broker within 24 hours of sending such electronic mail.
- 13. The Commodity broker agrees to inform the sub-broker/client and keep them apprised about trading/settlement cycles, delivery/payment schedules any changes therein from time to time, and it shall be the responsibility in turn of the sub-broker/client to comply with such schedules/procedures of the Commodity exchange.
- 14. The sub broker will provide assistance to Commodity broker and client to reconcile their accounts at the end of each quarter with reference to all the set
- 15. The \_\_\_\_\_ exchange.

Client Signature X

X

16. The Commodity broker, the sub-broker and the client agree to abide by any award passed by the Exchanges / FMC.
17. The client and the commodity broker agree to refer any claims and/or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued thereunder as may be in force from time to time.
18. The Commodity broker and the sub-broker hereby agree that they will assist and co-operate with each other in ensuring faster settlement of any arbitration proceedings arising out of the transactions entered into between them vis-a-vis the client and they shall be jointly or severally liable to implement the arbitration awards made in such proceedings. In case of an award against a sub broker, If the sub broker fails to Implement the award, the commodity broker shall be liable to implement the same and would be entitled to recover the same from the sub broker.
19. The Commodity broker and the sub-broker hereby agree that all transactions in Commodities on behalf of the clients of the sub-broker shall be settled by delivery and/or payment, between the Commodity broker and the client in accordance with the provisions of rules, bye-laws and regulations of the relevant Commodity exchange on which the transactions took place and subject to the procedures for settlement of transactions laid down by the relevant Commodity exchange from time to time.
20. Information about default in payment/delivery and related aspects by a client, including that of a sub broker as a client shall be brought to the notice of the Commodity Exchange(s) by the Commodity broker. In case where defaulting sub broker/client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of director(s)/ promoter(s)/ Partner(s)/proprietor as the case may be, shall also be communicated to the Commodity exchange(s) by the Commodity broker.
21. The Commodity broker the sub-broker or the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties at their respective addresses mentioned above. 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.
22. In the event of sub broker terminating this agreement and/or termination of the agreement with the sub broker by the Commodity broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Commodity broker and all clauses in the agreement governing the client and Commodity broker shall continue to be in force as it is, unless the client intimates to the Commodity broker his/ its intention to terminate the agreement by giving a notice in writing of not less than one month.
23. This agreement shall forthwith terminate;
  - (i) if the Commodity broker for any reason ceases to be a member of the Commodity exchange including cessation of membership by reason of the Commodity broker's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled;
  - (ii) upon the demise/insolvency of the sub-broker or the cancellation of his/its registration with the Board or /withdrawal of recognition of the sub-broker by the Commodity exchange. Provided however, in such an event, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Commodity broker and all clauses in the agreement governing the client and Commodity broker shall continue to be in force as it is, unless the client intimate to the FMC broker or the Commodity broker intimates to the client his/its intention to terminate the agreement by giving one month notice in writing.
24. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by FMC and Rules, Regulations and Bye laws of the Commodity exchange that may be in force from time to time.
25. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the client has ordered to be bought or sold, Commodity broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result therefrom.
26. Without prejudice to the Commodity broker's other rights (including the right to refer a matter to arbitration), the Commodity broker shall be entitled to liquidate/ close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities/ obligations. Any and all losses and financial charges on account of such liquidation/ closing-out shall be charged to and borne by the client/ sub broker.
27. The Commodity broker and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and circulars issued thereunder of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and of the Exchange and the circulars issued thereunder.
28. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, member shall be entitled to cancel the respective contract(s) with client(s)
29. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
30. The client agrees to immediately notify the Commodity broker/sub broker in writing if there is any change in the information in the 'client registration form' provided by the client to the Commodity broker/sub broker at the time of opening of the account or at any time thereafter.
31. The client agrees to abide by the exposure limits, if any, set by the Commodity broker or by the Exchange or Clearing Corporation or FMC from time to time.
32. In addition to the specific rights set out in this Agreement, the Commodity broker, the sub-broker and the client shall be entitled to exercise any other rights which the Commodity broker, sub broker or the client may have under this Rules, Bye-laws and Regulations of the Exchange and circulars issued thereunder or Rules and Regulations of FMC.
33. The Commodity broker and the sub-broker hereby undertake to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements whenever required under law the same is given without permission of the client and any additional information the client is bound to give. Provided however that the Commodity broker or sub-broker may so disclose information about his client to any person or authority with the express permission of the client.
34. The client agrees to immediately furnish information to the Commodity broker 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.
35. 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 thereunder.
36. Internet Trading:
  - The Client is aware that authentication technologies and strict security measures are required for the internet trading through order routed system and undertakes to ensure that the password of the Client and/ or his authorized representative are not revealed to any third party. The Client agrees that the Commodities broker shall not be liable or responsible for non-execution of the orders of the Client due to any links/system failure at the Client/Commodity Broker/Exchange end.
  - The Broker shall also send the Order/Trade Confirmation slip through e-mail to the Client at his request, within \_\_\_\_\_ (time period as specified by the Client) from the time of execution of order/trade by email on the TWS system, as the case may be. The Client agrees that the information sent by the Commodity Broker by email is deemed to be a valid delivery of such information by the Commodity Broker.
  - The Client is aware that the Commodity Broker has provided on the website a facility for reconfirmation of orders, which are larger than that specified by the Commodity Brokers risk management, by the Commodity Broker and is also aware that the Commodity Broker has the discretion to reject the execution of such orders based on its risk perception.

This agreement can be altered, amended and/or modified by the parties mutually in writing without derogating from the contents of this Agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of FMC or Bye-laws, Rules and Regulations of the Commodity Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written Signed for and on behalf of the member, the sub-broker and the client.

COMMODITY BROKER: <b>PRODIGY CONSULTANTS PVT. LTD.</b>	<b>Authorized Person</b>	<b>Client</b>
Signed by:	Signed by:	Signed by:
Signature & Title: _____	Signature & Title: _____	Signature & Title: <b>X</b> (15) _____
Witness Sign:	Witness Sign:	Witness Sign:

Date \_\_\_\_\_

To,

**Prodigy Consultants Pvt. Ltd.**

B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

Dear Sir,

With regard to my Settlement wise pay-outs, please note that you may retain the credits of my account as margins for my outstanding purchases / sales positions.

As and when I require the money, I will be informing you of the same for future exposures and on receipt of the instructions from me, you can release the amounts.

I also intend to keep my securities/commodities with you, which are bought for me to consider as security against my exposure. In case any of the securities/commodities are sold in subsequent settlements, you may take as standing instructions to match pay in against our sale positions. Whenever I require the delivery I will suitably instruct you in writing & received by you to dispatch / transfer the same.

In case of debit balance in my account not paid by me as per the settlement schedules you are authorized to sell at any point of time the securities/commodities purchased by me in previous settlements. The loss occurs on this transaction is treated as normal sale or purchase and I am agreeing to pay the balance amount, if any.

Thanking you,

Yours truly,

**X** (16) \_\_\_\_\_  
**Client's Name & Signature**

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

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**CLIENT DECLARATION CUM UNDERTAKING**

To

**Prodigy Consultants Pvt. Ltd.**

B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

**SUBJECT : MY/OUR REQUEST FOR TRADING IN COMMODITY FORWARD  
CONTRACTS/ COMMODITY DERIVATIVES ON MCX AS YOUR CLIENT**

Dear Sir,

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 circular issued by MCX from time to time.

I/We undertake to inform you and keep you informed if I/any of our partners/directors/karta/trustee or any of the partnership firms/ companies/HUFs/ Trusts in which I or any of above such person is a partner/director/karta/trustee, takes or holds any position in any commodity forward contract/commodity derivative on MCX through you or through any other member(s) of MCX, to enable you to restrict our position limit as prescribed by the circulars issued by MCX from time to time.

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

Yours faithfully,

For \_\_\_\_\_

**X** (17) \_\_\_\_\_

Sole Proprietor/Partner/Director/Karta/Trustee\*

\* Strike off which is not applicable

## UNDERTAKING TO ACT IN OWN CAPACITY

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

1. That my registration with Prodigy Consultants Pvt. Ltd. (PCPL) is in individual capacity and is for transacting on my own account. And that no one except myself / ourself has / have an interest in the account with PCPL.
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 PCPL.
3. That in the event of my transacting with PCPL on account of holdings by my family members & relatives, such act shall be done by me in my client account with PCPL 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 PCPL 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 account of the transactions in my account, the said act shall be null and void and shall be ineffective from all corners.
6. In case PCPL finds that I am acting as an un-registered Sub-Broker, PCPL 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 PCPL and only with due permission under the prevailing regulatory / exchange regulations shall I initiate any intermediary / sub-broking activity. I understand that this client registration is granted by PCPL for transactions carried out in the nature and manner mentioned in point 1 & 2.
8. That I shall inform PCPL of any of my registration in any capacity with any other member of the exchange(s) to transact on the same segment as at PCPL.
9. That this is my irrevocable statement and shall continue to apply until my trading rights with PCPL is terminated.

X (18) \_\_\_\_\_

(Name & Client's Signature)

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

*\* 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 PCPL client shall be referred as an intermediary / sub-broker when any of the broking activity by the PCPL registered client (for transactions done at PCPL) is actually being carried out for any other party other than for the PCPL client himself i.e. the ultimate (end) client for the transaction being someone else other than the PCPL client. It is further clarified that amounts and commodities settlement should also not be happening to / from the Bank/ DP accounts of parties other than the PCPL client himself. An exception is mentioned in point 3, in which case this client shall anyhow be adhering to point 4.



## LETTER FOR STANDING INSTRUCTIONS

To,

**Prodigy Consultants Pvt. Ltd.**

B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

Dear Sir,

Sub : Standing Instructions.

This has reference to my/our trading account with you. I/We wish to place following standing instructions for operations of my/our account :

- 1) I/We understand that you require written instructions for receiving/modifying or cancelling orders. However, since it is not practical to give written instructions for every order, I/We hereby authorize you to kindly accept my/our authorized representatives, verbal instructions/order over phone and execute the same.
- 2) Since you are issuing contract notes bearing order numbers and trade numbers on a daily basis, please do not issue the order/trade confirmation slips as generated from the MCX system, unless otherwise requested by me/us in writing.

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

Thanking you,  
Yours truly,

X (19) \_\_\_\_\_

Client Signature



## FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATE/TRUSTS

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS/TRUSTEES OF \_\_\_\_\_ Ltd. / TRUST AND HAVING ITS REGISTERED OFFICE AT \_\_\_\_\_ HELD ON \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_ AT \_\_\_\_\_ A.M./P.M.

RESOLVED THAT the Company/Trust be registered as CLIENT with Prodigy Consultants Pvt. Ltd. MEMBER of the Multi Commodity Exchange of India Limited for the purpose of dealing in derivatives and said MEMBER be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories :

Sr. No.	Name	Designation	Specimen Signature
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

who are authorised to sell, purchase, transfer endorse, negotiate and / or otherwise deal through Prodigy Consultants Pvt. Ltd. on behalf of the Company / Trust.

RESOLVED FURTHER THAT Mr. \_\_\_\_\_ and / or Mr. \_\_\_\_\_, Director/Trustee of the Company/Trust be and are hereby authorised to sign, execute and submit such applications, undertaking, agreements and other requisite documents, writings and deed, as may be deemed necessary or expedient to give effect to this resolution.

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

For \_\_\_\_\_  
Chairman / Company Secretary

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

X (20) \_\_\_\_\_

## FORMAT OF DECLARATION TO BE GIVEN BY PARTNERSHIP FIRM ON LETTER HEAD OF THE FIRM

To, \_\_\_\_\_ Date \_\_\_\_\_

**Prodigy Consultants Pvt. Ltd.**  
B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

Dear Sir,

We refer to the Commodities 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 a partnership firm as per regulation. To facilitate the operation of the above trading account with you and for the purpose of completing the Commodities transfer obligations pursuant to the trading operations, we authorise you to recognize the beneficiary account No. \_\_\_\_\_ with Depository \_\_\_\_\_ having DP ID \_\_\_\_\_ opened as a joint account in the names of the partnership of the firm.

We agree that the obligations for Commodities purchased and/or sold by the firm will be handled and completed through transfer 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 Commodities trading account of the firm.

We hereby authorize \_\_\_\_\_, partner in the firm to execute/sign and submit such documents, agreements, deeds etc. as may be necessary to enter into the agreement and engage in business with Prodigy Consultants Pvt. Ltd. and to place order for buying and selling of Commodities, sell, purchase, transfer, endorse, negotiate and do other things that may be necessary to engage in business on behalf of the partnership and to sign the authority letter for adjustment of balances in family accounts.

Name of Partners (in block letters)	Signatures

To,

**Prodigy Consultants Pvt. Ltd.**  
B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

**AUTHORITY LETTER FOR AUTHORISED PERSON**

I/we have been / shall be dealing through you as my / our broker on the Commodity Exchanges such as MCX. As my / our Broker i.e. agent I / we direct and authorize you to carry out trading / dealings on my / our behalf as per instructions given below. Please treat these instructions as written ratification of my our verbal directions/ authorizations given and carried out by you earlier.

I/we authorise Mr./Ms.....to deal / transact on my / our behalf and to place orders, give instructions, make & receive payments of deliveries and monies, collect contract notes, bills, order confirmations, trade confirmations, account statements and any other documents or communication, to sign any document, settle the account, enter into any compromise and to do any and all act (s) on my / our behalf which I/we can do. And I /We the undersigned do hereby agree and declare and confirm that all the acts and things done by him/her or his/her substitutes shall be my / our acts, deeds and things validly done by me/us to all intents and purposes.

Please treat this authorization as written ratification of my/our verbal directions/ authorizations given and carried out by you earlier. I/We agree to indemnify you and keep you indemnified against all losses, damages and actions which you may suffer or face as a consequence of adhering to and carrying out my our directions given above.

Thanking You

Yours faithfully

Client Name.....

Signature: **X** (21).....

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**Name & Address details of my/ our Authorised Person is:**

Name: .....

Address: .....

To,

**Prodigy Consultants Pvt. Ltd.**  
B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

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

We confirm that the undersigned are all members of \_\_\_\_\_  
(HUF), and we have no objection to the Karta, Mr. \_\_\_\_\_  
operating a trading A/c with M/s. Prodigy Consultants Pvt. Ltd.

Yours truly,

NAME OF THE MEMBER	SIGNATURE
1.	<b>X</b>
2.	<b>X</b>
3.	<b>X</b>
4.	<b>X</b>
5.	<b>X</b>
6.	<b>X</b>
7.	<b>X</b>
8.	<b>X</b>

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

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

To  
**Prodigy Consultants Pvt. Ltd.**  
B.O. : 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

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 share transfer obligations pursuant to the trading account of the firm.

**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 Prodigy Consultants Pvt. Ltd. I shall not lay any claim whatsoever in future against Prodigy Consultants Pvt. Ltd. for affording credit of such cheques/DDs issued from my individual/joint account credit of which has been provided by Prodigy Consultants Pvt. Ltd. to the account of my proprietorship firm M/s.....

Yours Truly,

**Signature** ..... (Please sign without stamp of the firm)

To

**Prodigy Consultants Pvt. Ltd.**

B.O.: 16/36, Basement, Old Rajinder Nagar,  
Delhi-110060

Dear Sir,

I/we understand that digital contract notes is a specialized service offered by the member which is optional in nature and this document has been signed by me/us voluntarily without any coercion or force. I/we also understand that I/we have a right to terminate this document. However in such an event this facility shall be liable to be terminated.


I/we agree and permit the Member to provide digitally signed contract notes through internet (web-based) at the following email-ID which belongs to me/us:

**EMAIL-ID:** \_\_\_\_\_

- (i) I/we shall access the contract notes/ confirmations of the trades executed on my/our behalf on the trade date electronically. I/we understand that it is my/our responsibility to review all confirmations, contract notes, statements, notices and other communications including but not limited to margin and maintenance calls, etc. All information contained therein shall be binding on me/us, if I/we do not object, either in writing or via electronic mail within 24 hours after any such documents are available to me/us.
- (ii) Should I/we experience any difficulty in opening a document electronically delivered by the Member, the Member may, on receipt of intimation from the me/us in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format. Failure by me/us to advise the Member of such difficulty within twenty four hours after delivery shall serve as an affirmation that I/we was/were able to receive and open the said document on the internet.
- (iii) I/we agree not to receive the contract notes in paper form from the Member. Provided however that in case when the Member is not able to provide Contract Note to me/us through (web based) electronic medium due to any unforeseen problems, the Member would ensure that the contract note reaches me/us in physical form as per the time schedule stipulated in the Bye-Laws, Rules and Regulations of the Exchanges
- (iv) I/we shall take all the necessary steps to ensure confidentiality and secrecy of the login name and password which secure my/our email-ID. Unless I/we lodge a complaint with the Member as to my/our inability to access the system, it would be presumed that contract notes and all have been properly delivered
- (v) I/we agree that the Member fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery and the Member has not received any report indicating bouncing back of such electronic delivery.
- (vi) I/we agree that as an alternative to the e-mail communication and/or in case of non-receipt of the digital contract note through e-mail. I/we shall utilize the facility of accessing the website hosted by the member to access the contract note.
- (vii) I/we agree that in any change in the Email-ID specified above shall be communicated by me/us to the member in writing.
- (viii) I/We request you allocate a login and mail the password to me/us for accessing your website to download my contract notes and my statements.

**My/Our Preferred Login ID :** \_\_\_\_\_

Yours sincerely,

Signature :  (22) \_\_\_\_\_

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

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



# FOR OFFICE USE

<b>BROKERAGE</b>
------------------

<b>TRADING</b>	<b>DELIVERY</b>	<b>OTHER CHARGES</b>

Service Tax	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Stamp Duty	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Transaction Charges	<input type="checkbox"/> Yes	<input type="checkbox"/> No

<b>Task</b>	<b>Name</b>	<b>Date &amp; Time</b>	<b>Signature</b>
Person at branch submitting and dispatching the application to HO			
Person getting the application and assigning UCC at HO			
<b>UCC Generated</b>			
Person activating the code for dealing			
Person creating UCC data for submission to the Exchange.			

**Form No.:** \_\_\_\_\_ **Client Code:** \_\_\_\_\_

Branch Name : .....

Client Name : .....

Date of Registration : .....

Recommended by : .....

**PRODIGY**  
Consultants Private Limited

**MCX Membership Regn. No. : 35505**

**Regd. Office :**  
A-46, Prashant Vihar,  
Sector-14, Rohini,  
Delhi-110085

**Branch office :**  
16/36, Basement,  
Old Rajinder Nagar,  
New Delhi-110060

Ph.: 011-45052721  
45052722  
Fax: 011-25725174