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**RISK DISCLOSURE DOCUMENT**

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

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk. You must know and appreciate that investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/ limited investment and/ or trading experience and low risk tolerance. You should, therefore, carefully consider whether such trading is suitable for you in the light of your financial condition. In case, you trade on the Exchange and suffer adverse consequences or loss, you shall be solely responsible for the same and the Exchange shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The Client shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a commodity derivatives being traded on the Exchange.

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

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

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

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

**i. Risk of Higher Volatility**

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 commodities.

**iii. Risk of Wider Spreads**

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

**iv. Risk-reducing orders**

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

- b. A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed "away" from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the predetermined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**v. Risk of News Announcements**

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

**vi. Risk of Rumours**

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

**vii. System Risk**

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

**viii. System/ Network Congestion**

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

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

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

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

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

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

**4. General**

**i. Deposited cash and property:**

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

**ii. Commission and other charges:**

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

**iii. For rights and obligations of the Members/Authorised Persons/ clients, please refer to Annexure 3**

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

**v. The term 'member'** shall mean and include a Trading Member or a Member/Broker, who has been admitted as such by the Exchange and got a registration number from SEBI.

## RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSONS AND CLIENTS

### *as prescribed by SEBI and Commodity Exchanges*

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

\*Commodity derivative contract
7. The Authorized Person shall provide necessary assistance and co-operate with the Member in all its dealings with the client(s).

#### CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may bearing on his capacity. The client shall provide/update information to the Member on a periodic basis. have material the financial
11. A Protection from unfair terms in financial contracts\*\*
  - a. An unfair term of a non-negotiated contract will be void.
  - b. A term is unfair if it -
    - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client
    - ii. is not reasonably necessary to protect the legitimate interests of the Member.
  - c. The factors to be taken into account while determining whether a term is unfair, include -
    - i. the nature of the financial product or financial service dealt with under the financial contract;
    - ii. the extent of transparency of the term;

\*\*contracts offered by commodity exchanges

    - iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
    - iv. the financial contract as a whole and the terms of any other contract on which it is dependent.
  - d. A term is transparent if it -
    - i. is expressed in reasonably plain language that is likely to be understood by the Client;
    - ii. is legible and presented clearly; and
    - iii. is readily available to the Client affected by the term.
  - e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

#### 11. B

- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes -
  - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
  - ii. a standard form contract.

- b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non-negotiated contract if so indicated by -
  - i. an overall and substantial assessment of the financial contract; and
  - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

#### 11. C

- a. The above does not apply to a term of a financial contract if it -
    - i. defines the subject matter of the financial contract;
    - ii. sets the price that is paid, or payable, for the provision of the financial product or financial service under the financial contract and has been clearly disclosed to the Client;
    - iii. is required, or expressly permitted, under any law or regulations.
  - b. The exemption under point 11.C does not apply to a term that deals with the payment of an amount which is contingent on the occurrence or non-occurrence of any particular event.
12. The Member and Authorized Person shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the Member may so disclose information about his client to any person or authority with the express permission of the client.

#### 13. A. Protection of personal information and confidentiality

- a. "Personal information" means any information that relates to a Client or allows a Client's identity to be inferred, directly or indirectly, and includes -
  - i. name and contact information;
  - ii. biometric information, in case of individuals
  - iii. information relating to transactions in, or holdings of, financial products
  - iv. information relating to the use of financial services; or
  - v. such other information as may be specified.

#### 13. B

- a. A Member must -
  - i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
  - ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point 13.8.6.;
  - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
  - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify;
  - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
- b. A Member may disclose personal information relating to a Client to a third party only if -
  - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
  - ii. the Client has directed the disclosure to be made
  - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure
  - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure
  - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member -
    - 1. informs the Client in advance that the personal information may be shared with a third party
    - 2. makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
  - vi. the disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-
- c. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.

#### 14. A Requirement of fair disclosure both initially and on continuing basis

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. In order to constitute fair disclosure, the information must be provided -
  - i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category
  - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.

- c. The types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding -
  - i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
  - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - iii. existence, exclusion or effect of any term in the financial product or financial contract;
  - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
  - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
  - vi. rights of the Client to rescind a financial contract within a specified period; or
  - vii. vii. rights of the Client under any law or regulations.

#### 14. B

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures -
  - i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.
- b. A continuing disclosure must be made -
  - i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

#### MARGINS

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

#### TRANSACTIONS AND SETTLEMENTS

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

#### BROKERAGE

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

#### LIQUIDATION AND CLOSE OUT OF POSITION

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

#### DISPUTE RESOLUTION

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

26. The client and the Member shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Business Rules of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
27. The client/Member understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/Member shall be binding on the client/Member in accordance with the letter authorizing the said representative to deal on behalf of the said client/Member.
28. Requirement for each Member to have an effective grievance redress mechanism which is accessible to all its Clients
  - a. A Member must have in place an effective mechanism to receive and redress complaints from its Clients in relation to financial products or financial services provided by it, or on its behalf, in a prompt and fair manner.
  - b. A Member must inform a Client, at the commencement of relationship with the Client and at such other time when the information is likely to be required by the Client, of-
    - i. the Client's right to seek redress for any complaints; and
    - ii. the processes followed by the Member to receive and redress complaints from its Clients.
29. A. Suitability of advice for the Client

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

- a. A Member must -
  - i. make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
  - ii. ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
- b. If it is reasonably apparent to the Member that the available information regarding the relevant personal circumstances of a Client is incomplete or inaccurate, the Member must warn the Client of the consequences of proceeding on the basis of incomplete or inaccurate information.
- c. If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member -
  - i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
  - ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A.a and obtaining a written acknowledgement from the Client.
30. Dealing with conflict of interest

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

- a. A member must -
  - i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and
  - ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between -
    1. its own interests and the interests of the Client; or
    2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
- b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
- c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.

#### **TERMINATION OF RELATIONSHIP**

31. This relationship between the Member and the client shall be terminated; if the Member for any reason ceases to be a member of the commodity exchange including cessation of membership by reason of the Member's default, death, resignation or expulsion or if the certificate is cancelled by the Exchange.
32. The Member, Authorized Person and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
33. In the event of demise/insolvency of the Authorized Person or the cancellation of his/its registration with the Board or/withdrawal of recognition of the Authorized Person by the commodity exchange and/or termination of the agreement with the Authorized Person by the Member, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the Member and all clauses in the 'Rights and Obligations' document(s) governing the Member, Authorized Person and client shall continue to be in force as it is, unless the client intimates to the Member his/its intention to terminate their relationship by giving a notice in writing of not less than one month.

#### **ADDITIONAL RIGHTS AND OBLIGATIONS**

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

36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
37. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement immediately but not later than 30 calendar days of receipt thereof, to the Member. A detailed statement of accounts must be sent every month to all the clients in physical form. The proof of delivery of the same should be presented by the Member.
38. The Member shall send margin statements to the clients on monthly basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.
40. In case, where a member surrenders his/ her/ its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
  - a. Unfair conduct in relation to financial products or financial services is prohibited.
  - b. "Unfair conduct" means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes -
    - i. misleading conduct under point 41.B
    - ii. abusive conduct under point 41.C
    - iii. such other conduct as may be specified.
41. B
  - a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves -
    - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
    - ii. providing accurate information to the Client in a manner that is deceptive.
  - b. In determining whether a conduct is misleading under point 41. B.a, the following factors must be considered to be "determinative factors" -
    - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
    - ii. the Client's need for a particular financial product or financial service or its suitability for the Client;
    - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
    - iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
    - v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
    - vi. the rights of the Client under any law or regulations.
41. C.
  - a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it -
    - i. involves the use of coercion or undue influence; and
    - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
  - b. In determining whether a conduct uses coercion or undue influence, the following must be considered -
    - i. the timing, location, nature or persistence of the conduct;
    - ii. the use of threatening or abusive language or behaviour;
    - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
    - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including -
      - v. the right to terminate the financial contract;
      - vi. the right to switch to another financial product or another Member and
      - vii. a threat to take any action, depending on the circumstances in which the threat is made.

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

42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure 1). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
43. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges.
46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.
47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.
48. The Electronic Contract Note (ECN) declaration form will be obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

## **LAW AND JURISDICTION**

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

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

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

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

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

### Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link [www.mcxindia.com](http://www.mcxindia.com), [www.ncdex.com](http://www.ncdex.com), [www.nmce.com](http://www.nmce.com), [www.icexindia.com](http://www.icexindia.com), [www.aceindia.com](http://www.aceindia.com) to see whether the Member is registered with the Exchange.
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link <http://www.mcxindia.com/SitePages/TradeVerification.aspx>. The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.
23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:
  - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at anytime.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the commodity exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property 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.
26. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorised Person then you may take up the matter with the concerned Commodity Exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

### Don'ts

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

To

**Reliance Commodities Limited**

11th Floor, R-Tech IT Park, Western Express Highway,  
Goregaon (East), Mumbai 400 063.

**CONFIRMATION OF TERMS AND CONDITIONS GOVERNING COMMODITIES TRADING AND BROKING SERVICES OF  
RELIANCE COMMODITIES LIMITED**

I/We ("the Client") hereby state and acknowledge that I/we have read and understood the terms and conditions governing commodities trading and broking services of Reliance Commodities Limited ("the Member"), the same appearing hereunder and I/we shall abide by the same.

**A. Definitions**

- (a) "Exchange" shall mean and include the Multi Commodity Exchange of India Limited, National Commodity & Derivative Exchange Limited, National Multi Commodity Exchange of India Limited, Universal Commodity Exchange Limited & Ace Derivatives and Commodity Exchange Limited and any other commodity or derivative exchange (herein after referred to as "Exchange") of which the Reliance Commodities Limited may become a member in future as the context applies;
- (b) "SEBI" shall mean Securities and Exchange Board of India.

**B. General terms and conditions governing the service**

- 1. The Provisions of these terms and conditions and all transactions that are carried out by and on behalf of the Client, shall always be subject to the rules, regulations, guidelines and circulars issued by Exchange, their Clearing Houses / Clearing Corporation, if any, on which such transactions are executed and/or cleared by the Member that may be in force from time to time. NSDL and CDSL, Forward Contracts (Regulation) Act, 1952 the Securities Contracts Regulation Act, 1956 and the rules made there under, and any other applicable statutory provisions and rules or regulations. The Member is under no obligation to inform the Client of changes in these rules, regulations or guidelines etc.
- 2. Where the Client is a Non Resident Indian, he agrees to abide by the Foreign Exchange Management Act and rules and regulations issued there under from time to time.
- 3. The Client hereby authorizes the Member to take all such steps on the Client's behalf as may be required or advisable in the Member's opinion for compliance with the Exchange provisions or any other law or provisions or to complete or settle any transactions entered in to through or with the Member or executed by the Member on behalf of the Client. However nothing contained herein shall oblige the Member to take such steps.
- 4. In addition to the specific rights set out in these terms and conditions, the Member and the Client shall be entitled to exercise any other rights which the Member or the Client may have under the Rules, Bye-Laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
- 5. The Client states that he/it is eligible and has the authority to enter into a Member client agreement ("the Agreement") and nothing in law or otherwise bars the Client therefrom. The Client having entered/agreed to enter in to the Agreement shall be deemed to have satisfied himself/itself with regard to eligibility in this respect.
- 6. Authorized Person If any transaction(s) under the Agreement or under any other agreement or otherwise with Member has/have been executed on behalf of the Client by any other person other than a person authorized by the Client on behalf of the Client and the same has/have been accepted by the Client from time to time on the basis of the contract note(s)/bills/any other correspondence dispatched/communicated to the Client by the Member and/or by part or full settlement of the said transaction(s) by the Client, then such transaction(s) shall be deemed to be executed by such person under authority of the Client and the Client hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from these transaction(s).
- 7. All references to the specific quantity/rate/fee/charges mentioned in the Agreement or these terms and conditions or in any other writing are subject to change from time to time without notice.
- 8. These Terms and conditions can be altered, amended and/or modified by the parties mutually in writing. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and Regulations of SEBI or Bye Laws, Rules and Regulations of the Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in the Agreement and/or these terms and conditions. Provided further that the Member may communicate any changes to the these terms and conditions in writing or by electronic form to the Client or post the same on the web site of the Member Such changes are binding on the Client if the Member has received no objection from the Client within 15 days from the date of such communication.
- 9. The Client agrees that he will not act as a sub broker without prior written permission of the Member.
- 10. All deliveries of commodities made by or to the Client shall only be in the dematerialized form through warehouse receipt.
- 11. The Client shall transmit his/its orders to the Member through the Internet over the Member's web site, or through telephone (wherever and whenever such facility is available and/or offered by the Member and as per predefined procedure of forwarding the order through a phone broking executive) or in such manner as the Member may permit.
- 12. The Member shall have the right to retain and/or set-off and adjust any amounts payable to the Client against any present or future receivables from the Client (whether accrued or contingent).  
The Client hereby waives any and all objection to, and hereby authorizes the Member to adjust/appropriate its funds, receivables and margins and/or securities as aforesaid.
- 13. The Member may, at its sole discretion, square-off any outstanding position(s) of the Client due to all or any of the following:
  - (i) shortage of margin.
  - (ii) any restrictions in relation to volume of trading/outstanding business or margins stipulated by the Exchange, clearing corporation/clearing house and/or the Member.
  - (iii) delays by the Client in meeting his obligations/dues to the Member and /or the clearing corporation/clearing house.
  - (iv) any extraordinary event warranting such square off .

**C. Risk disclosure**

- 14. The Member declares that it has brought out the contents of the risk disclosure document to the notice of the Client and made him aware of the significance of the said document and the Client states and agrees that he has read, understood, appreciated and signed the risk disclosure documents of the Exchange and has retained a copy thereof.  
The Client agrees and declares as follows that:
  - a) The Client shall deposit with the Member such monies, securities, commodities or other property that may be required to open and/or maintain his account with the Member.

- b) All monies, securities, commodities or other property that the Member may hold on Client's Account shall be held subject to a general lien for the discharge of Client's obligations to the Member.
- c) The Client shall not, exercise a long or short position where, acting alone or in concert with others, directly or indirectly, the Client would have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- d) The Client authorizes the Member, at the discretion of the Member should the Member deem it necessary for risk containment, to buy, sell or close out any part or all of the derivative contracts held in the Client's account with the Member. Any or all such incidental expenses incurred by the Member shall be reimbursed by the Client.

**D. Provisions applicable specifically to web, wired and wireless telephone based trading services**

- 15. Member may offer broking services through the Internet through its web site [www.reliancecommodity.com](http://www.reliancecommodity.com) or such other web site as notified by the Member from time to time ("the Website"). Member may also offer wireless, and wired telephone based dial and trade broking services to the Client. Electronic broking services or wireless and/or wired dial and trade services or any other services through electronic mode shall be collectively referred to as "E-Trading Services". The provisions of this Section D shall apply to the E-Trading Services in addition to the remaining provisions of these terms and conditions.
- 16. Before availing of the E-Trading services the Client shall complete registration process, if any, as may be prescribed by the Member from time to time.
- 17. The Client shall follow the instructions given in the Website for registering himself as a client. Such formalities will include selection of preferred user id, basic client information, etc.
- 18. Member will provide the Client with a username, a trading password and customer user identification number and Telephone personal identification number (T-Pin number) or other identification or security code / device by whatever name called which will enable him to avail of the facilities of E-Trading through the Member's Website, over the telephone or in such other manner as may be permitted by the Member for availing the services. All terms regarding the use, reset and modification of such password shall be governed by information on the Website or available upon request by the Client to the Member.
- 19. The Client is aware that the Member's system randomly generates the initial password, encrypts and passes on the password to the Client. The Client agrees and undertakes to immediately change his initial password upon receipt thereof. The Client is aware that subsequent passwords also are not known or available to the Member.
- 20. The services on the Website shall be available to the client subject to the terms and conditions mentioned thereof. The products specific terms and conditions shall be posted on the website. The use of any of the products by the clients shall mean, that the client has accepted to the applicable products specific terms and conditions.
- 21. The Client shall be responsible for keeping the username and trading password and security identification details / device confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Website using the Client's username and/or trading password/ security identification details whether or not such person was authorized to do so. The Client grants authority to the Member for carrying out transactions on instructions authenticated by the password/ security identification details provided to the Client by the Member. The Member is under no obligation to verify the authenticity of any instruction for transaction sent or purported to be sent from the Client and if so done, the same may only be by means of verification of the Client's password and/or security identification number.
- 22. Without prejudice to the presents in the aforesaid clauses, the Client shall immediately inform the Member of any unauthorized use or suspicion of such unauthorized use of the username, security identification number, T-Pin number and password with full details of such unauthorized use including date of such unauthorized use, the manner in which it was unauthorizedly used, the transactions effected pursuant to such unauthorized use, etc.
- 23. The Client acknowledges that he is fully aware of and understands the risks associated with availing of E-Trading services especially through the Internet including the risk of misuse and unauthorized use of his username and/or trading password, security identification details, T-Pin number by a third party and unauthorizedly routing trade orders on behalf of the Client through the system. The Client agrees that he shall be fully liable and responsible for any and all transactions done through the use of his trading password and/or username/T-Pin number/ security identification details and also for any and all acts done by any person through the Member using the Client's username in any manner whatsoever. Further at no point in time shall the Member be liable for any loss, whether notional or actual, direct or indirect, that may be suffered by the Client on account of the use and/or misuse of the trading password/ security identification details and/or the Client username.
- 24. Without prejudice to the provisions of the above clause(s) the Client shall immediately notify the Member in writing with full details if
  - a. He discovers or suspects unauthorized access through his username, password/ security identification details or account.
  - b. He notices discrepancies that might be attributable to unauthorized access.
  - c. He forgets his password.
  - d. He discovers a security flaw in the Member's system.
  - e. He misplaces his security identification details/device.
- 25. In any of the aforesaid events referred to in Clause [16] to Clause [24] the Client shall immediately change his password. However, if the Client is unable to change his password by reason of his having forgotten his password or his password having been unauthorizedly changed by some other person or for any other reason then the Client shall immediately request the Member in writing to discontinue his old password; and thereupon the Member shall cause the Member's E-Trading system to discontinue use of the Client's old password and the Member's E-Trading system shall generate a new password for the Client which shall be communicated to the Client. At no point in time shall the Member be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the password/ security identification details. The Client acknowledges that on intimation of any of the events referred to in Clause [16] to Clause [24] the Member may, at its sole discretion if deemed necessary to do so, temporarily discontinue the availability of the E-Trading System to the Client for the purpose of generating a new password, which shall be communicated to the Client. It is clarified for the avoidance of doubt that the Member shall not, at any time whatsoever, whether or not such intimation is received by the Member and whether or not the Member has discontinued the availability of the E-Trading System to the Client, be liable in any manner whatsoever for any orders entered and transactions done by any person whatsoever through the Website using the Client's username and/or trading password/ security identification details, the responsibility and liability for which will remain solely with the Client.
- 26. The Client shall be responsible for keeping the username, customer user identification number, T-Pin number and password/ security identification details confidential and secure and shall be solely responsible for all orders entered and transactions done by any person who so ever through the Member's system using the Client's username, customer user identification number, T-Pin number and password/ security identification details whether or not such person was authorized to do so. The Client shall ensure that he is the only authorized user of username, customer user identification number, T-Pin number and password/ security identification details. The Member shall be entitled to presume that any orders or instructions entered or communicated using the Client's username, customer user identification number, T-Pin number and password is the Client's own order or instruction or that of the Client's duly authorized representative. The Client will be fully responsible and liable for, and will pay or reimburse to the Member on demand all costs, charges, damages and expenses incurred by the Member as a consequence of access and/or use of Client's account, Member's system or service by any third party using the Client's username, customer user identification number, T-Pin number and password/ security identification details.
- 27. The Client shall remain logged off from the Website at any time the Client is not accessing or using the E-Trading service and any liability incurred to the Client as a consequence of the Client not logging off the service shall be borne solely by the Client.

28. The Client agrees to provide information relating to customer user identification number, T-Pin number and such other information as may be required while placing orders on the telephone to determine the identity of the Client. Provided however that nothing prevents the Member from accepting instructions from the Client over phone without usage of T-Pin number, and such acceptance of instructions by the Member shall be binding on the Client.
29. The Member may from time to time, at its sole discretion, impose and vary limits on the orders that the Client can place through the Member's Website (including but not limited to exposure limits, turnover limits, limits as to the number, value and/or kind of securities/contracts in respect of which buy or sell orders can be placed etc.). The Client is aware and agrees that the Member may need to vary or reduce the limits or impose new limits urgently on the basis of the Member's risk perception and other factors considered relevant by the Member, and the Member may be unable to inform the Client of such variation, reduction or imposition in advance. The Client agrees that the Member shall not be responsible for such variation, reduction or imposition or the Client's inability to route any order through the Member's Website on account of any such variation, reduction or imposition of limits. The Client understands and agrees that the Member may, as a risk containment measure, at any time, at its sole discretion and without prior notice, prohibit or restrict the Client's ability to place orders or trade in derivatives, futures, options, commodities contracts through the Member.
30. Though orders will generally be routed to the Exchange's computer systems within a few seconds from the time the order is placed by the Client on the Member's Website, the Member shall not be liable for any delay in the execution of any order or for any resultant loss on account of the delay and the Client hereby waives any claim for losses, costs, damages, expenses or otherwise against the Member in this regard.
31. The Client agrees that the Member may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such order.
32. In case of a market order, the Client agrees that he will receive the price at which order is executed by the Exchange's computer system; and such price may be different from the price at which the security / contract is trading when his order is entered into the Member's Website.
33. The Client understands and agrees that the Member may, at its sole discretion and without being required to assign any reasons therefore, discontinue his E-Trading service in part or in its entirety and change the terms of the service (including the terms of the Member's E-Trading Website) at any time and from time to time, without prior notice.
34. The Client agrees to hold the Member harmless from any claims and confirms that the Member shall not be responsible or liable for any loss, actual or notional, caused directly or indirectly as a result of failure on the Internet, unauthorized access, equipment failure, communications failure, or systems failure or any condition beyond the control of the Member that may prevent the Client from entering a transaction request or prevent the Member from executing a transaction request. The Client further agrees that the Client shall not be compensated by the Member for any "lost Opportunity".
35. Neither the Member nor any other person including but not limited to affiliates of the Member disseminating any data/message/information through the Web Site shall be held liable for any error, inaccuracy, omission in or delay in the transmission or delivery of any such data, information or message. E. Margins
36. The Client shall make available the prescribed initial margin in the form of cash and/or in the form of approved securities or commodities ("the Margin") with the Member prior to the commencement of trading and/or before placing every trade/order instructions. The Client may be permitted to trade up to a predetermined number of times of the Margin ("the Multiple") and the quantum of the Multiple on the margin shall be decided at sole option or discretion of the Member based on the specific commodity or contract the Client intends to trade in. The Member shall have the irrevocable right to set off a part or whole of the Margin i.e. by way of appropriation of the relevant amount of cash or by sale or transfer of all or some of the securities, which form part of the Margin against any dues of the Client. Any reference in these terms to sale or transfer of securities by the Member shall be deemed to include sale of securities or commodities, which form part of the Margin, maintained by the Client with the Member. In exercise of the Member's right under the Agreement, the Client agrees that the choice of specific securities or commodities to be sold shall be solely at the Member's discretion. The Member shall have the sole and absolute discretion to refuse any particular form of margin offered by a Client. The Member shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of margin it shall require/accept from the Client from time to time. The Client agrees that the Member shall be entitled in its sole discretion to require the Client to deposit with the Member a higher margin than that prescribed by the Exchange or any other applicable law. The Member shall also be entitled to require the Client to keep permanently with the Member margin of a value specified by the Member so long as the Client desires to avail of the Member's services herein. If any security offered as margin is found not to be of good delivery at any time after its deposit with the Member, the Member is entitled to reduce the amount of margins attributable to such security and the Client shall immediately replace the same, failing which the Member may revise the margin requirements of the Client and/ or square-off any outstanding position of the Client. The Member is permitted in its sole and absolute discretion to collect additional margins (even though not imposed by the Exchange, the Clearing House, Clearing Corporation or SEBI) and the Client shall be obliged to pay such margins.
  - a. Margins in Derivatives Contracts The Client is liable to pay an initial margin up front on or before creating a position. Such margin shall be decided upon by the Member from time to time. Furthermore, the Client is liable to pay (or receive) daily margins depending on whether the price of the Derivatives contract moves for or against the position undertaken. The Client may also be liable to pay exposure margin, maintenance margin, withholding margin, special margins or such other margins as are considered necessary by the Member or the Exchange or SEBI from time to time. The Client agrees to pay the option premium, if any and daily Mark to Market losses in the form of cash only, and not securities.
  - b. Mark to Market Margin in Derivative Contracts The Client also agrees to pay an upfront margin at the beginning of taking up a position that should cover the daily margins for the said position. If at any time during the period the said position is open or held, the cumulative Mark to Market (MTM) margin falls short of the required margin in the Client's account, the Client agrees to heed the Member's additional margin calls. As the upfront margin is purely for operational convenience, the Client will ensure that his margins with the Member are adequate at all times and will immediately make good any shortfall that is noticed on the Client's open position/s on the Web Site or otherwise.
  - c. Payment through Cheque/Demand Draft In case where the payment by the client towards the margin is made through a cheque issued in favour of the Member, any trade(s) would be executed by the Member only upon the realization of the funds of the said cheque or at the discretion of the Member. The Client agrees to mention his Client code along with his name on the reverse of any instrument through which he makes the payment to the Member.
  - d. Margin in form of Securities The Client may place margin with the Member in form of securities as approved by the Member. Such securities may at the discretion of the Member be marked as lien/pledge in favour of the Member from the depository account of the Client or such securities may be placed in a separate depository account of the Member.  

The Client may place/deposit only those securities that are acceptable to the Member. If at any time, a particular security ceases to be on the list of approved securities accepted towards margins, the Client shall provide such other margins as may be required in replacement of such security. The Client agrees and authorizes the Member to determine the market value of securities placed as Margin after applying a haircut that the Member deems appropriate. The Client's positions are valued at the latest market price available ("Marked to Market") on a continuous and/or regular basis by the Member. The Client undertakes to monitor the adequacy of the collateral and the market value of such securities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the Client agrees to replenish any shortfall in the value of the Margins immediately, whether or not the Member intimates such shortfall. In case of shortfall in margin due to reduction in value of securities placed as margin, the Member may square-off any outstanding position of the Client.
  - e. Type of Margin The Member may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The Client accepts to comply with the Member's requirement of payment of Margin in the form of cash immediately failing which the Member may sell, dispose, transfer or deal in any other manner the securities already placed with it as Margin or square off all or some of the positions of the Client as it deems fit in its discretion without further reference to the Client and

any resultant or associated losses that may occur due to such square off/sale shall be borne by the Client, and the Member is hereby fully indemnified and held harmless by the Client in this behalf.

- f. **Margin with the Exchange** The Client agrees that any securities placed by him/her/it as Margin may in turn be placed as margin by the Member with the Exchange/Clearing House/Clearing Corporation as the Member may deem fit. The Client authorizes the Member to do all such acts, deeds, and things as may be necessary and expedient for placing such securities with the Exchange/Clearing House/Clearing Corporation as margin.
- g. **Shortfall in margins and other provisions**
- (i) If payment/securities towards the Margin or shortfall in Margin is not received instantaneously to enable restoration of sufficient Margin in the Client's account, all or some of the positions of the Client as well as the securities of the Client in the possession or control of the Member may be liquidated by the Member at its sole discretion, without any reference or prior notice to the Client. The resultant or associated losses that may occur due to such squaring off or sale of such securities shall be borne by the Client and the Member is hereby fully indemnified and held harmless by the Client in this behalf. Such liquidation or close out of positions shall apply to any Exchange(s) or segment in which the Client does business with the Member.
- (ii) The Client is responsible for all orders, including any orders that may be executed without the required Margin/Commodities in the Client's account. If the Client's order is executed despite a shortfall in the available Margin/Commodities, the Client shall whether or not the Member intimates such shortfall in Margin to the Client instantaneously make up the shortfall through delivery of Commodities in demat form in the event of a sale, or credit the required funds in the bank account in case of buy order as may be required by the Member.
- (iii) Any reference in these terms to sale or transfer of commodities by the Member shall be deemed to include sale of the commodities, which form part of the Margin and/or such commodities of the Client, which are in possession, or control of the Member, maintained by the Client with the Member. In exercise of the Member's right to sell commodities under these terms, the Client agrees that the choice of specific commodities to be sold shall be solely at the Member's discretion
- h. **Amendment in Margins** Any amendment in the percentage of margins as required to be maintained under the terms and conditions mentioned herein shall be intimated by the Member to the Client over the telephone or in writing or by e-mail or by posting the amended details on the Website. The Client is required to make or replenish the shortfall in such margins, if any, immediately.
- i. In the event of shortfall in margin, the Member, without being under obligation to do so, may check the availability of additional limits in the Client's account in order to restore the margin level to the initial margin levels and in the event of no such additional limits being available in the Client's account, the Client's open positions may be squared off by the Member at its discretion.
- j. The Client agrees that it shall be the Client's responsibility at all times to ensure that available margin is always above the minimum margin requirement specified by the Member for a particular position. The Client agrees and accepts that since the Member provides trading facility through the Internet, it may not be possible for it to inform the Client about any short fall in margin requirement, if any, individually.
- k. In the event of any change in margin percentage by the Exchange, the Member may change the applicable margin percent immediately and shortfall in margin on Client's open position as a result of the same shall be dealt with in the same manner as specified for shortfall in margins specified hereinabove.

#### **F. Trading, settlement and accounts**

- 37. The Client agrees that all orders placed by him for contracts / positions whether through the Website, through any dial and order facility or otherwise shall be within the parameters defined and mentioned in the terms and conditions specified by the Member.
- 38. In so far as the E-Trading Services are concerned, all orders for purchase, sale or other dealings in contracts and other instructions routed through the Member's Website via the Client's username shall be deemed to be given by the Client. In all other cases, any order given by the Client or its authorized person/representative shall be binding upon the Client.
- 39. Upon execution or cancellation of any order placed through the Member's system, the Client shall be given a confirmation, on the Website or electronic mail or SMS or any other means after the execution of the order/trade and this shall be deemed to be valid delivery thereof by the Member. It shall be the responsibility of the Client to review, immediately upon receipt, whether delivered to him on line, by postal mail or by courier or by electronic mail or SMS or any other electronic means all confirmation of orders, transactions, or cancellations. It shall be the responsibility of the Client to follow up with the Member for all such confirmations that are not received by him within stipulated time.
- 40. The Client shall bring any errors in any report, statement, confirmation or contract note of executed trades (including executions prices, contract / position, or quantities) to the Member's notice in writing or by an electronic mail within 24 hours of receipt of the concerned report, statement, confirmation or contract note. Any other discrepancy in the confirmation or account shall be notified by the Client to the Member in writing via electronic mail within 24 hours from the time of receipt of the first notice.
- 41. There may be a delay in the Member receiving reports of transaction(s)/status from the Exchange or other agencies in respect of or in connection with which the Member has entered into contracts / positions or transactions on behalf of the Client(s). Accordingly the Member may forward to the Client late reports in respect of such transactions that were previously unreported to him as being expired, cancelled or executed. The Client shall not hold the Member responsible for any losses suffered by the Client on account of any late reports, statements or any errors in the report/statements computed by or received from the Exchange or any agencies.
- 42. The Client agrees that if, in any circumstance or for any reason, the market closes before the acceptance of the order by the Exchange, the order may be rejected. The Client agrees further, that the Member may reject orders if the same are rejected by the Exchange for any reason. In case of rejection of an order due to rejection by the Exchange, the Client agrees that the order shall remain declined and shall not be reprocessed, in any event.
- 43. The Member may, at its sole discretion, reject any order placed on the Website or in any other manner for any reason including, but not limited to, the non-availability of funds in the trading account of the Client, non-availability of commodities in the Demat account of the Client with a designated depository participant, insufficiency of margin amount if the Client opts for Intra day margin trading, suspension of contract for trading activities by or on the Exchange, and the applicability of circuit breaker to a contract in which orders are placed.
- 44. The Client agrees that where an order has been placed through the Website and such order is not accepted on the Website for any reason, the Member shall have the right to treat the order as having lapsed.
- 45. The Client is aware that the electronic trading systems either at the Exchange or in the Member's offices are vulnerable to disruptions, breakdowns or failures. In the event of non-execution of trade orders or trade cancellation due to the happening of such events or vulnerabilities due to failure/disruption/breakdown of system or link, client may not be able to execute the desired transactions. In such event the Member does not accept responsibility for the losses, costs, expenses or damages incurred/that may be incurred by the Client due to such eventualities.
- 46. The systems used by the Member for providing E-Trading services or dial up services are generally capable of assessing the risk of the Client as soon as the order comes in, however due to any reason whatsoever, if the order is processed without sufficient risk cover from the Client, the Client shall be bound by such trade and shall provide such sum as may be required to meet his liability under the trade.
- 47. **Cancellation or modification of requests**
  - a. Cancellation or modification of an order pursuant to the Client's request in that behalf is not guaranteed. An order will be cancelled or modified only if the Client's request

for cancellation and/or modification is received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

- b. The Client shall not be entitled to presume an order having been executed, cancelled or modified until the Client receives a confirmation from the Member. However due to technical or other factors the confirmation may not be immediately transmitted to or received by the Client and such a delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified unless and until the Member has confirmed the same in writing.
- c. The Client agrees that any request for cancellation or modification of an order/bid/application shall be subject to such order/bid/application not having been acted upon or already having been executed or it being outside the control of the Member to undertake the cancellation or modification to such order/bid/application.
48. The Member shall issue contract notes in terms of SEBI and the Exchange Bye Laws, Rules, Regulations, circulars, directives within 24 hours of the execution of the trade. Such contract notes may be sent by digitally signed electronic mail and posted on the Website or if issued in physical form, shall be dispatched by the Member by courier/mail post or through any other medium of communication, at the address mentioned in the Agreement or at any other address expressly informed to the Member by the Client. The Client consents and agrees to the Member issuing the contract note in digital form and receiving the same by means of electronic communication. The Client acknowledges and agrees that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the Client. The email address of the Client for the purpose of receiving the contract notes shall be the address as available with the Member. Notwithstanding anything contained herein, the Member may send contract notes, bills or statements of account or order confirmation or trade confirmations or order modifications by email or by courier/mail post at the address mentioned in the client registration form or at any other address expressly informed to the Member by the Client. The Member shall not be responsible for non-receipt of order confirmations / order modifications / trade confirmations/ contract notes due to any change in the correspondence address / e-mail ID of the Client and the same not intimated to the Member in writing. The Client is aware that it is his responsibility to review order confirmations / order modifications / trade confirmations, contract notes, bills or statements of account immediately upon their receipt. All information contained therein shall be binding upon the Client, if the Client does not object to the Member in writing to any of the contents of such order or modification or trade confirmation / other intimations within 24 hours of issuance of the same by the Member.
49. Any communication if sent by the Member in electronic form shall be to the known e-mail address of the Client or through access to the web site of the Member described in the Agreement and/or these terms and conditions shall be binding on the Client.
50. In the event of the Member unable to recover any amount due from the Client from the bank account of the Client, the Client agrees to pay the amount due without demur on demand being made by the Member in that regard. The Client also authorizes the Member to sell securities / commodities of the Client to recover dues owed by the Client to the Member.

#### **G. Banking / Depository relationship and Bank / Depository Account(s)**

51. The Client agrees that the Member may, at any time, during the subsistence of any arrangement relating to the subject matter of these presents, require the Client to open one or more accounts with a designated bank and a designated depository participant. The Client agrees that the debit/credit for all the transactions may be effected in this/these accounts.
52. The Client agrees that to the extent permitted by the law for the time being in force, any instructions issued or given by the Member pursuant to the authority conferred upon the Member, if any, will be given first priority over any instructions or cheques given or issued by the Client and that funds or securities or warehouse receipts once blocked on the instructions of the Member in connection with a trade/ transaction entered into or to be entered into by the Client with or through the Member can be released only with the express written consent of the Member. The Client further agrees that if the Member has given any blocking, holding, debit or other instructions in respect of any funds or securities or warehouse receipt in connection with a trade/ transaction entered into or to be entered into by the Client with or through the Member and the designated bank and/ or the depository participant receives transfer, debit or other instructions in respect of such funds or securities or warehouse receipts from the Client or any other person, then such bank and/ or the participant shall first give effect to the instructions issued by the Member on a first priority basis.
53. The Client agrees to ratify and confirm all acts, deeds, matters and things that the Member may do pursuant to such authority as if the same were done by the Client himself/itself.
54. The Client agrees that orders, instructions and other communication given or made over the telephone may be routed through the Member's interactive voice response or other telephone system and may be recorded by the Member. The Client also agrees that such recording and the Member's records of any orders, instructions and communication given or made by the Client or the Member by electronic mail, fax, or other electronic means shall be admissible as evidence and shall be final and binding evidence of the same.
55. The Client agrees that the Member shall have the right at any time during the subsistence of the Agreement, and hereby authorizes the Member, to give any instructions pursuant to transactions covered under the Agreement and/or these terms and conditions with the designated bank. The client agrees that he shall have no cause of action in respect of any instruction that may be given to the bank in respect of the accounts maintained with such bank in pursuance of these presents and hereby agrees to ratify and confirm all that the Member or such bank may do pursuant to such authority.
56. The Client agrees that in the event the designated bank terminates the agreement / its relationship with the Client in respect of the bank account maintained by the Client with the designated bank for any reason or informs the Member of any misdemeanor or transgression by the Client in the operation of the account or in any other circumstance resulting in the closure or inoperation of the said bank account with the designated bank, the Member may, at its discretion, suspend its services to the Client.
57. The Client confirms that the bank account linked / to be linked to the trading account is the valid bank account of the Client.

#### **H. Trading account and maintenance thereof**

58. The parties hereto agree as follows
  - a. Money pay in to Member The Client agrees that all payments due to the Member will be made within the specified time and in the event of any delay, the Member may refuse, at its discretion, to carry out transactions on behalf of the Client. The Client agrees that alternatively, the Member may, at its sole discretion, square off such transactions or closeout the position and the costs/losses if any, thereof shall be borne solely and completely by the Client. All payments made to the Member shall be from the account of the Client and shall not be from any third party.
  - b. Commodities pay in to Member All delivery to be effected to the Member for a trade must be made at least one day prior to the marking of the delivery on the Exchange or at time of placing trade order at sole discretion of the Member. When the settlement of delivery of a commodity is to be carried out in physical mode as per the exchange requirements, the delivery process and the terms and conditions thereof shall be as specified by the exchange from time to time for that particular commodity including any other terms and conditions set by the member for effecting such delivery. Losses, if any, that may accrue in the event of default in completing the delivery on the Exchange by the Member as a result of any delay in the delivery by the Client shall be borne solely and completely by the Client. Losses for the purposes of this clause shall include all debits/penalty charges etc, if any incurred as a result of non-delivery of warehouse receipts / commodities on the settlement date on the Exchange. No third party warehouse receipts / commodities will be sold through the Member or third party payment shall be made to the Member. If the Client has sold any commodity in anticipation of receipt of commodity, such sale shall be at the sole risk as to costs and consequences thereof of the Client.
  - c. Commodities pay out by Member The Member may directly credit the demat account of the Client with the depository participant. When the settlement of delivery of a commodity is to be carried out in physical mode as per the exchange requirements, the delivery process and the terms and conditions thereof shall be as specified by the exchange from time to time for that particular commodity including any other terms and conditions set by the member for effecting such delivery. Provided that if the

order placed by the Client through the Website, such commodities / warehouse receipts shall be credited to the trading account of the Client only at the time of settlement of trades, as per the schedule of the Exchange. However if any sum is due from the Client, the Member may withhold the credit of commodities / warehouse receipts to the demat account of the Client. The Client authorizes the Member to withhold the securities / warehouse receipts to meet liabilities of Client to the Member under these terms and conditions.

- d. Member is entitled to consider any sum or money or security lying to the credit of the Client as margin received.
- I. Representations and Warranties
59. The Client hereby warrants that he is capable of executing the Agreement and that the terms of these presents are not in contravention of any rights of any party with whom such Client has any arrangements at any time prior to the execution of the Agreement. 60. Though these terms and conditions have been divided into sections governing transactions in various segments/services, the same shall be binding on the parties in their entirety. Entering in to the Agreement and/or confirming these terms and conditions governing transactions in multiple segments/services shall not be a reason for disputing any transaction or account of Client with Member.
61. The Client states that he has opened/agrees to open valid and subsisting demat account with the depository participant of both NSDL and CDSL suggested by the Member for undertaking delivery based transactions.
62. The Client agrees to provide and continue to provide all details about him/themselves as may be required by the Member including, but not limited to, PAN and states that all details and facts represented to the Member are true.
63. The Client represents and warrants to the Member that all the information provided and statements made in the Client's account opening application are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that the Member has agreed to provide the Member's service to the Client on the basis inter alia of the statements made in Client's account opening application.
64. The Client is aware and acknowledges that trading over the internet through computers involves many uncertain factors and complex hardware and software systems, communication lines, peripherals etc. which are susceptible to interruption, failures, breakdown and dislocation and the Member's services may at any time be unavailable without notice. The Member do not make any representation or warranty that the Member's services will be available to the Client at all times without any interruption.
65. The Client warrants that all or any securities deposited by him with the Member in respect of margin requirements or otherwise are owned by him and that the title thereof is clear and free of encumbrances.
66. The Client understands that the Exchange asserts a proprietary interest in all of the market data it furnishes, directly or through the Member or otherwise.
67. The Client shall not furnish market information provided by the Exchange to any other person or entity for consideration or otherwise.
68. The Client has the required legal capacity to, and is authorized to, enter into the Agreement and confirm these terms and conditions and is capable of performing his obligations and undertakings hereunder.
69. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into pursuant to the Agreement and/or these terms and conditions with all applicable laws, shall be completed by the Client prior to such transactions being entered into.
70. The Client shall abide by the provisions of the Exchange and the terms and conditions stipulated by the member and in force from time to time. Any changes in the terms and conditions governing the provisions of E-Trading services would be intimated to the Client by electronic mail and/or posting of the same on the Website or in writing at sole discretion of the Member.

#### **J. Fees and Brokerage**

71. Commissions, Brokerage and charges All commissions and charges leviable on transactions in contracts / positions pursuant to these terms and conditions and the Agreement shall be payable as mentioned below
- a. The Client agrees to pay the Member brokerage, commission, fees, transaction charges, service tax, sales tax, VAT, stamp duty and other taxes and transaction expenses as they exist from time to time and as they apply to the Client's account and transactions, and for the services that he receives from the Member. The Member shall charge brokerage to the Client at a rate as mentioned on the Website or otherwise intimated and as may be mutually agreed and modified from time to time. The Member may specify different structure of charges for executing transaction instructions received from the client through different channels and the client agrees to abide by such structure of charges.
72. User Fees/Other Charges The Client agrees that the Member or any of its affiliates may charge user fees for the use of any other services including but not restricted to E-Trading ancillary services, use of website platform and dial up services at rates mentioned on the Website or otherwise intimated and as modified from time to time. The Member or any of its affiliates may charge any other relevant charge in the manner intimated on the Website or in any other manner from time to time including but not limited to membership fees, subscription fees, renewal fees, Trade Commissions, Service Tax, Turnover Charges, Tax Expenses incurred, Stamp duty etc. as applicable.

#### **K. Default**

73. The Client agrees that he shall be deemed to have defaulted these terms in circumstances including but not restricted to the following
- a. Any delay in payment of dues, margins, charges or delivery of warehouse receipt or commodity in respect of the agreement for transactions executed on behalf of the Client.
- b. Any contravention of the terms contained in the Agreement or on the Website.
- c. Any misrepresentation or false statement or omission or misleading information supplied by the Client to the Member.

#### **L. Consequences upon default**

74. In the event of default under these terms and conditions by the Client, the Member shall be entitled to any or all of the following courses of action
- a. Termination of provision of services.
- b. Other remedies as may be available in terms of the law in force at that point of time.
- c. Arbitration in terms of the Agreement.
- d. Charge of an amount that shall not exceed the actual losses incurred by the Member consequent to the default along with interest at market rates (2 % per month).
- e. The Client agrees that without prejudice to any other remedy or right prescribed in these presents, the Member may charge interest at 2 % per month or such other rate as may be communicated from time to time for any delay in the payment of charges, margin or any other sum due to the Member as the case may be. M. Lien / set off
75. Notwithstanding anything contrary contained in these terms and conditions , the Member shall have unrestricted right of lien and set off as provided in the Agreement and/ or these terms and conditions.

76. All funds of the Client in the account shall be subject to lien for the discharge of any or all payment due to the Member from the Client, whether under the Agreement or these terms and conditions or otherwise, or in respect of any other obligation that Client may have to the Member.
77. All securities and commodities with the Member shall be subject to lien for the discharge of any or all payments due to the Member, whether under the Agreement or these terms and conditions or otherwise and may be held by the Member and held as security against default by the Client in respect of the services already availed of by the Client.
78. The enforcement of the lien aforementioned shall be at the sole and complete discretion of the Member and the Member alone may decide the securities or commodities to be sold, if any.
79. (a) The Client authorizes the Member to block funds / ledger balance / warehouse receipts / securities against pending order or pledge securities in favour of the Member against any of his dues/margins.  
(b) The client authorizes the member to pay on behalf of the client the amount due from the client towards demat charges payable to Reliance Capital limited, Charges payable to Reliance Money Limited and to other service provided associated with reliancemoney.com and also recover / adjust the above payment from the clients A/c maintained with the member.
80. The client requests the Member, if required, to maintain the client's account with it as a running account, as it may be operationally difficult for the client to give and take payments and deliveries, dues, mark to market profits/losses on a day to day basis.  
The client requests the Member, if required, to
  - (i) Set off and adjust all the client's funds, receivables, margins lying with the Member, and/ or any amounts payable to the client against any amounts payable by the client, across products/services/ segments/Exchanges for meeting the client's obligations or for settlement of the client's dues and/or for margin requirements.
  - (ii) Set off and adjust all the client's securities / warehouse receipts lying with the Member across segments and/or Exchanges for meeting the client's obligations or for the settlement of the client's outstanding positions and/or for margin requirements.
  - (iii) That, any excess funds lying in the client's account and mark to market profits with the Member be treated as margin deposit for future transactions. Any commodities purchased by the client lying with the Member be treated as margin for the client's future transactions.

#### **N. Indemnity**

81. The Member shall be indemnified by the Client in case of any action initiated against Member by any party not privy to this contract and it shall be the duty of the Client to bear out of their funds all costs, losses and expenses which Member may incur or become liable to pay by reason of any event in the course of the use of the said services of the Client.
82. The Client shall indemnify and keep indemnified the Member harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, penalties, fines, levies, imposts, charges and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly as a result of bad delivery as defined by Exchange during the course of his dealings/operations on the Exchange. Further the member may impose such penal charges as it deems fit
83. The Client shall indemnify and keep indemnified the Member harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, penalties, fines, levies, imposts, charges and/or expenses that are occasioned or may be occasioned to the Member directly or indirectly on account of a breach by the Client of its representations, warranties, covenants, undertakings and obligations herein.
84. The Client hereby agrees to indemnify the Member against any loss, costs, expenses etc that may be suffered by the Member or against any claim, demand, action, proceeding that may be initiated against the Member or its agents, or non compliance of any applicable rules and regulations or arising out of or in connection with breach of any of the Client obligations under the Agreement and/or these terms and conditions or any modification thereto.

#### **O. Miscellaneous and other terms and provisions**

85. Member may adopt any such processes or procedures to verify the genuineness of the Client and the documents submitted by the Client from time to time and the Client agrees to comply with such processes and procedures. Such processes and procedures may involve appointment by Member of an outside agency and the Client does not object to the same.
86. The Client shall not assign any right and obligations hereunder without first obtaining the prior written consent of the Member. The Member, may, however, assign their rights and obligations to any of its affiliates without the prior consent of the Client.
87. The invalidity or unenforceability of any provisions of these terms and conditions in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of the terms and conditions in such jurisdiction or the validity, legality or enforceability of these terms and conditions, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.
88. The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
89. The Client shall at all times continue to be responsible for any transactions ordered on his accounts prior to the cancellation of the services. If the service is withdrawn for a reason other than the breach of the terms and conditions by the Client, the liability of the Member shall be restricted to the return of the pro rata annual charges, if any, recovered from the Client for the period in question. The closure of the accounts of the Client shall automatically terminate the web based brokerage service facilitated by the Website and the Member may suspend or terminate E-trading services without prior notice if the Client has breached these terms and conditions or it learns of the death, bankruptcy or legal incapacity of the Client.
90. No forbearance, relaxation, failure or delay by the Member in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies available to the Member herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
91. Investment or other advice
  - a. The Client agrees that the Member shall not be required to provide the Client with any form of legal, tax, investment or accounting related advice or advise regarding the suitability or profitability of a contract / position or investment.
  - b. The Client agrees that none of the services available on the Website or through any literature or brochure issued by the Member shall amount to investment advice on the part of the Member.
  - c. The Client also acknowledges that the Member's employees are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from the Member or any of its employees.
  - d. The Client agrees that in the event of the Member or any employee or official of the Member providing any information, recommendation or advice to the Client, the Client may act upon the same at the sole risk and cost of the Client and the Member shall not be liable or responsible for the same.
  - e. The Member, its officers, directors, partners, employees, agents, affiliates, associates, representatives, and holding company shall have no liability with respect to any

investment decisions or transaction of the Client.

- f. The Client assumes full responsibility with respect to his investment decisions and transactions.
- g. The Client may access or be able to access investment research reports or opinions through the Internet or the Website including but not limited computerized online services or other media. The availability of such information does not constitute a recommendation to buy or sell or hold or transact in any of the investment products or contracts / positions available or made available with or by the Member. Any and all investment decisions will be based on the Client's own evaluation of financial circumstances and investment objectives and Client's assessment of capital to be put to risk. Any real time quotes provided are only for Client's individual use and Client shall not furnish such data to others.
- h. The Client agrees that each participating exchange or association or agency or individual or person that supplies any data displayed on the Website asserts a proprietary interest in such data. Neither the Member nor any participating exchange or association or agency or individual or person or any supplier of market or market based data guarantee the timeliness, sequence, accuracy, completeness, reliability or content of market information, or messages made available on the Website and the same are available on an "as is" basis without warranties of any kind, either express or implied including without limitation those of merchantability and/or fitness for a particular purpose.

## 92. Modifications

- a. Any modification to these terms and conditions shall be intimated to the Client by a suitable modification to the terms and conditions or other applicable section on the Website or in any other manner.
  - b. The Client agrees that a modification to the information in the terms and conditions section on the Website or any other applicable section, and a display of the modification for the duration of the applicability of such modification to the circumstances of the Client shall be sufficient notice to the Client to take note of such modification.
93. Assignment The Client agrees that the Member may at any time during the subsistence of these presents without requirement of issuing any notice to the Client assign, transfer or otherwise alienate by executing an agreement or in any other manner all or any of its rights and/or obligations in terms of these presents to any person or entity including but not limited to its affiliates, associates or sister companies and the rights and obligations of the Member under these terms and conditions or any amendment or modification hereto shall vest and ensure for such assignee without any further act, deed, matter or thing and the Client agrees to the same.
94. No Waiver The failure on the part of the Member from taking any action against the Client for any breach or breaches of the Agreement and/or these terms and conditions shall not constitute a waiver by the Member of any subsequent or continuing breach thereof by the Client.
95. Force Majeure The Member shall not be responsible for delay or default in the performance of its obligations due to contingencies beyond its control including but not limited to losses, delays or defaults caused directly or indirectly by Exchange or market rulings, suspension of trading, fire, flood, civil commotion, earthquake, war, tempest, arson, riot, act of state, act of terror, strikes, failure of the systems, failure of internet links, or government/regulatory action.
96. The singular shall include the plural where the context so admits and vice versa.
97. The masculine shall include the feminine and the neutral and vice versa.
98. The Client agrees to abide by operational procedures laid down by the Member regarding banking transactions, demat transactions, billings etc. and any changes made therein to these procedures from time to time and mentioned on the Website.
99. The Member may send bill or any other information to the Client through mail post/courier/electronic form or through any other medium of communication.

## 100. Jurisdiction

- a. Indian Jurisdiction The Member and the Client declare and agree that the transactions executed on the Exchange are subject to the 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 Bye Laws and regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Bye Laws and Regulations of the Exchange and the circulars issued thereunder. The Member hereby agrees that it shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered in to between the Member and the Client and that it shall be liable to implement the arbitration awards made in such proceedings.
- b. Foreign Jurisdiction This service does not constitute an offer to sell or a solicitation of an offer to buy any commodities, derivatives or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an investment advertisement, investment advice or investment information and has not been registered under any securities law of any foreign jurisdiction where it may be lawful to offer such a service. Further no information on the website is to be construed as a representation with respect to commodities, derivatives or other investments regarding the legality of an investment therein under the respective applicable investment or similar laws or regulations of any person or entity accessing the website.

101. The Member discloses herewith that it undertakes proprietary trading from time to time.

102. Without limiting the generality of the foregoing, the Member specifically disclaims any guarantee or warranty that, (a) the E-Trading Services will be secure, uninterrupted or error free (b) that there are no viruses or harmful content on or in the Website or the E-Trading Services, or (c) that the content on the Web Site are correct, accurate, reliable, timely, legal and of any specific quality.

103. The client authorizes the Member to shares the client related information with its affiliates, and with service providers rendering service to the client. The client agrees that under no circumstances, including negligence, shall the Member or anyone involved in creating, producing, delivering or managing the E-Trading Services be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non-availability of the said services including, but not limited to loss or damage in relation to,

(a) loss of profits, trading losses, loss of opportunity or damages that result from interruption, delay or loss of the use of the service

(b) any claim, loss or damage attributable to errors, omissions or other inaccuracies in the content or data on the Web Site,

(c) any unauthorized use, access or alteration or discontinuance of the said services, or

(d) any other matter relating to the said services. Certain securities may grant the holder thereof valuable rights, that may expire unless the holder takes action. The Client shall be responsible for knowing the rights and terms of all securities acquired by the Client and the Member shall not be obliged to notify the Client of any upcoming expiration or redemption dates, or take any other action on the Client's behalf, except as required by law and applicable Exchange provisions.

The Client agrees that the Member, its directors, employees, partners, agents, affiliates and business associates shall not be liable or responsible for any loss or liability caused or incurred directly or indirectly due to any act or omission of the Client or any loss of opportunity, actual or perceived, caused directly or indirectly by government restrictions, change in law, act of God, Exchange or market rulings or regulation, suspension of trading, war, earthquakes, fire, flood, accident, strikes, power failure, communication line failure, system or telephone failure, security failure on the internet, equipment, computer, communication, telephone, system or software failure, malfunction, hacking, unauthorized access, theft, strikes, or any problem, technological or otherwise, that might prevent the Client from entering, or the Member from executing an order, or any other conditions beyond the Member's control.

The Member shall not be liable for any error or delay in, or omission from, any data, information, or message on the Web Site, the E-Trading Service and/ or the broking trading services generally, or the delayed interrupted or improper transmission or delivery of any data, information, or message, or any loss or damage arising from or occasioned by the above. Further, the Member shall not be liable for any failure to execute an invalid, incomplete or inaccurate Client order.

The Client understands and agrees that the services offered by the Member herein are being provided by the Member with the assistance and technology of some third parties. The Member disclaims liability and responsibility, and the Client agrees and accepts that the Member shall not be liable or responsible, for and in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any action, advice, failure or default attributable to such third party.

The client request to Reliance Commodities Limited to issue digitally signed contract notes for the trades executed. The client confirms that nonreceipt of bounced mail notification by Reliance Commodities Limited shall amount to delivery of contract note to the email address of client. If the terms and conditions stated in this document are altered by virtue of changes in the operational guidelines/practices of Reliance Commodities or by regulatory requirement and communicated to the client by way of website posting or electronic or physical communication then such changes shall be deemed to have been incorporated herein in modification of the terms and condition mentioned in this document.

104. Notice: Any notice, information or other communication to be given by the Client to the Member in connection with these terms and conditions shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address being: Reliance Commodities Limited, Any notice, to be given by the Member to the Client in connection with these terms and conditions shall be in writing and shall be deemed duly served if sent, by courier or prepaid registered post to the address, or the e-mail address (as applicable) available with the Member. Notwithstanding anything stated above, communication relating to order, margins/ collateral, maintenance calls and other similar matters by the Member to the Client may at the option of the Member, be communicated to the clients or its representative orally and/or by facsimile/ mail/posting on the website by the Member.
105. In case of open positions, Reliance Commodities is authorized at its sole discretion and without notice to the client to square off all or some of the positions anytime before the expiry of the contract, to avoid the same getting converted into delivery position/s by the Exchange or by default.

## Additional Risk Disclosure documents for Options Trading

### Risk of Option holders:

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

### Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.
3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.