



Voluntary / Mandatory	Name of the Document	Brief Significance of the Document
Voluntary	General Information	General information such as the fact that cash transactions are strictly prohibited, details of margin deposits, introducer information, and In-personal verification.
Mandatory	Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the commodities exchange
Voluntary	Mandate for maintaining the account of running account basis	Document authorizing Member to maintain running account, to send documents through E-Mail, to send SMS, as well as debit DP Charge to trading Account
Voluntary	MITC	Most Important Terms & Conditions (MITC)
Voluntary	CONSENT	Consent for sharing Aadhaar Details with SEBI/KRA Agencies
Voluntary	CONSENT	Consent for Trading in Commodity Option Contract on Commodity Derivatives
Voluntary	Authorisation	Authorisation on orders and trade slips
Voluntary	Consent for alerts	Consent form for receiving trade alerts through SMS OR E-MAIL
Voluntary	Authorisation	Authotisation of Contract Notes and other documents in digital mode
Voluntary	Suitability Assessment Questionnaire	Document Assessing the suitability of client Declaration
Voluntary	Declaration	Open Interest Declaration
Mandatory	Declaration	FATCA & CRS Declaration
Mandatory	Authorisation	Letter of authorization to Pledge / Re-Pledge the securities with Clearing Member / Clearing Corporation / Trading Member
Mandatory	Declaration	MCX-Self-Declaration on Categorization of Participant in Commodity Derivatives
Mandatory	Risk Disclosure Document (ROD)	Document detailing Risks associated with dealing in the commodity market.
Mandatory	Rights and Obligations	Document stating the Rights & Obligations of commodity broker / trading member, Authorized Person and client for trading on exchanges.
Mandatory	Internet & wireless Trading	Rights and Obligations in respect of internet and wireless technology based trading facility.
Mandatory	Guidance note	Document detailing do's and don'ts for trading on commodity exchange, for the education of the investors.
Voluntary	Demat Debit & Pledge Instruction (DDPI)	Document authorizing the Member for transfer of securities towards deliveries/settlement obligations and pledging / re-pledging of securities/commodity
Mandatory	Investor Charter	Provide transparent, equitable and reliable markets with timely and accurate information dissemination for investors.
Mandatory	Acknowledgement receipt for the various document	Acknowledgement of receipt KYC ,Mandatory Rights & Obligations of Members, Risk Disclosure Document, Guidance Notes-do's and dont's, documents on policy and procedures of FIPL and Tariff sheet as below.
Voluntary	Freeze or Block Trading Account	Facility of voluntary freezing/blocking allows clients to temporarily disable their trading accounts, preventing any new trades

### TRADING PREFERENCES

\*Please sign in the relevant boxes with which Exchange you wish to trade. The Exchange not chosen should be struck off by the client.

Name of the Commodity Exchange	All Segment		Date
MCX (Multi Commodity Exchange Limited)	<input type="checkbox"/> Future		
	<input type="checkbox"/> Option		

If you do not wish to trade in any of Segments / Mutual Fund, please mention here \_\_\_\_\_

# If, In Future, the client wants to trade on any new segment/new exchange, separate authorization/letter should be taken from the client by Commodity/Member.

**FIPL****ATTENTION****Declaration pursuant to Multi Commodity Exchange Limited (MCX) Circular bearing No.MCX/COMP/469/2011 dated 22nd December,2011****CASH RECEIPTS & PAYMENTS STRICTLY NOT ALLOWED**

Constituents are requested to make payments to "FAIR INTERMEDIATE INVESTMENT PVT LTD." by cheques / Account transfers.

In case Demand Drafts / Pay-Orders, constituent to substantiate that the same is drawn favoring Fair Intermediate Investment Pvt. Ltd. with his / her / their permission and knowledge.

If the aggregate value of prefunded instrument i.e. Demand Draft / Pay order / Bankers cheque etc. is above Rs.50,000/- then the client needs to submit as follow :

- (1) Certificate from the issuing bank on its letterhead or on a plain paper with the seal of the issuing bank. (2) Certified copy of the requisition slip (portion which is retained by the bank) to issue the instrument.
- (3) Certified copy of the passbook / bank statement for the account debited to issue the instrument.
- (4) Authentication of the bank account number debited and name of the account holder of the issuing bank on the reverse of the instrument.

**MARGIN DEPOSIT, IF ANY, BY CONSTITUENT ALONGSIDE SIGNING UP OF KYC**

<b>Cheque details:</b>	Chq. No. _____ Dated _____ Amount _____
	Bank _____
<b>Collateral details:</b>	1. _____
	2. _____

**INTRODUCER DETAILS**

Name of Introducer: \_\_\_\_\_

Status of the Introducer:

- R.M.     Staff     Athorized Person     Existing Client

Others: \_\_\_\_\_

(Please Specify Others)

Address of the Introducer: \_\_\_\_\_

\_\_\_\_\_

Employee Code:	_____	Employee E-mail :	_____
Mobile No.:	_____	Phone (With STD Code)	_____

Signature of the Introducer: \_\_\_\_\_

**IN PERSON VERIFICATION**

<b>Employee (Name &amp; Code)</b>	_____
<b>Employee Designation</b>	_____
<b>Date Of Meeting With The Client</b>	_____
<b>Place Of Meeting With The Client</b>	_____
<b>How Does Employee Know The Client Or Get Reference Of The Client</b>	_____
<b>Employee Signature</b>	_____

**GENERAL BROKERAGE RATE**

Brokerage Slab	COMMODITY FUTURE SEGMENT		Options Segment	
	Percentage	Minimum	Percentage	Minimum
Delivery /Carry Forward	0.03	0.03		
Intraday/Square Off	0.03	0.03		
Options Segment Per Lot	N.A.	N.A.	Rs.75/-	Rs.75/-

**SPECIAL BROKERAGE RATE**

Brokerage Slab	COMMODITY FUTURE SEGMENT		Options Segment	
	Percentage	Minimum	Percentage	Minimum
Delivery /Carry Forward				
Intraday/Square Off				
Options Segment Per Lot				

**OTHER CHARGES DETAILS**

Charges	Commodity Futures	Commodity Options
STT/CTT	0.01% ON Sell Side (Non-Agri)	0.05 ON Sell Side
Transaction/Turnover Charges	Exchange Transaction Charges 0.0021%	Exchange Transaction Charges 0.0418%
GST	18% on (brokerage + transaction charges + SEBI Charges)	18% on (brokerage + transaction charges + SEBI Charges)
SEBI Charges	Rs.10/- Crore	Rs.10/- Crore
Stamp Charges	0.002% or Rs.200/- on buy side or as per your state	0.003% or Rs.300/- on buy side or as per your state
Clearing Charges	As per C.M.	
Pledge & Un-pledge	Rs.25/- + GST	
Demat Transaction Charge	Rs.20/- + GST	
Demat Annual Maintenance Charge	Rs.300/- + GST (Per Year) Non-BSDA A/C	

**Important Note:** In case of Physical Contract notes or other related documents being dispatched to client, a difference of Rs.25/- +GST in total brokerage booked on a particular contract would be charged to ward minimum processing fee. Delay payment charges @2% per month would be charged for debit/shortage in pay-in/ margin default, as per exchange requirements. Depository/Pledge charges for the movement of shares between pool/beneficiary/margin account for pay-in/payout or margin purpose will be charged. Transaction charges/ Clearing Charges, Stamp duty, SEBI fee, Risk Management fee and other statutory charges/ courier/ administration/ processing charges will be charged as applicable. Handling charges for issue of account statement, copy of contract note etc. will be charged as applicable. One time processing fee Rs.50/- per segment and DDPI charges Rs.100/- shall be charged. Globe reserves the rights to change the Brokerage as well as other tariff from time to time under intimation to client.

**DECLARATION**

- I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/We undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.
- I/We confirm having read/been explained and understood the contents of the document on policy and procedures of the Member, tariff sheet and all voluntary/non-mandatory documents.
- I/We further confirm having read and understood the contents of the Rights and Obligations', Policies & Procedures document(s) and 'Risk Disclosure Document', "Do's and Dont's", MITC. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/we have read, understood, agreed and received a duly executed copy of the:- • Account Opening Form, Trading Account Related Details and Tariff Sheet • Other disclosure/documents as agreed by me/us specifically in voluntary segment. • Terms & Conditions as mutually agreed by me/us • FATCA & CRS Terms & Conditions • Option Consent Letter • Other disclosure/documents as agreed by me/us specifically in voluntary segment. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website.
- I also give my consent to download my KYC Records from the Central KYC Registry (CKYCR) /KYC Registration Agency (KRA), only for the purpose of verification of my Identity and address from the data base of CKYCR Registry/ KRA. I understand that my KYC Record includes my KYC Records/Personal information such as my name, address, date of birth, PAN number etc.

Sign here:  \_\_\_\_\_ Name: \_\_\_\_\_

To,

**FAIR INTERMEDIATE INVESTMENT PVT.LTD.****Date:** \_\_\_\_\_2<sup>ND</sup> Floor Shukla Palace Sapru Marg, Lucknow 226001

SEBI Reg.No. MCX Commodity Exchange of India Ltd.: -INZ000185032

Dear Sir,

**Authorization for maintaining Running Account**

1. I / We am / are aware that as per the SEBI/ Exchange requirements, the settlement of funds is to be done within 48 hours of receiving the relevant pay out from the Exchange. I / We am/are also aware and understand that it is difficult to manage repeated payments with respect to all commodity market transactions. Also, I/we desire to use my/our commodities and funds as margin / collateral without which we cannot deal / trade.
2. Therefore, I/We hereby request and authorize you to maintain my account as a running account(s) which will entail that all funds/commodities due to us on payout shall be withheld with yourselves beyond the stipulated deadline send given to us only on demand. You shall transfer the funds lying in our credit within given Exchange prescribed time frame of my / our request.
3. I / We further authorize you to debit the funds from my / our running accounts and make pay-in of commodities /funds to Clearing Corporation /Clearing Member / Exchanges. Subject to your discretion and valuation, please treat my / our collaterals and funds lying to my/our credit in running accounts to deposit as margin / collateral whether in the form of Cash or Fixed Deposits for my / our dealings / trading.
4. I/We further authorize you to debit/credit/transfer the funds between the various commodity Exchanges/ Clearing Corporations to clear / set off / adjust my / our debit balance or various dues payable to you / Exchange(s)/ Clearing Corporations.
5. I / We acknowledge that I / We can revoke the above mentioned running account authority and authorization for placement of funds with Exchange / Clearing Corporation / Clearing member as Collateral / Margin at any time by sending a signed instruction.
6. I/we request you to settle my running fund and commodities at a gap of Not be more than 90 days or Not be more than 30 days or Except that the fund given towards collaterals/Margin in form of Bank Guarantee and /or fixed deposit Receipt/Securities.
7. I/ We confirm you that I will bring to your notice any dispute arising from the statement of account or settlement so made in writing within 7 working days from the date of receipt of funds/securities or statement of account or statement related to it as the case may be in writing at your registered office.
8. For the purpose of settlement of funds, the mode of transfer of funds shall be by way of electronic funds transfer viz., through National Electronic Funds Transfer (NEFT), Real Time Gross Settlement (RTGS), etc.
9. In case I / We have an open position on the settlement date, you may retain the requisite securities/funds to meet the maximum likely margin obligations for the next 5 trading, calculated in the manner specified by the SEBI/exchanges.

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

 Once in a Calendar quarter  Once in a Calendar Month

Thanking you,

Yours faithfully,

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

Sign here: 

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



## **FIIPL MOST IMPORTANT TERMS & CONDITIONS (MITC) for non-custodial settled trading accounts)**

(As per Circular Ref No: NSE/INSP/60147 Dated: Jan. 05, 2024, Annexure-A)

1. Your trading account has a “Unique Client Code” (UCC), different from your demat account number. Do not allow anyone (including your own Member, their representatives and dealers) to trade in your trading account on their own without taking specific instruction from you for your trades. Do not share your internet/ mobile trading login credentials with anyone else.
2. You are required to place collaterals as margins with the Member before you trade. The collateral can either be in the form of funds transfer into specified Member bank accounts or margin pledge of securities from your demat account. The bank accounts are listed on the Member website.
3. Please do not transfer funds into any other account. The Member is not permitted to accept any cash from you. The Member’s Risk Management Policy provides details about how the trading limits will be given to you, and the tariff sheet provides the charges that the Member will levy on you.
4. All securities purchased by you will be transferred to your demat account within one working day of the payout. In case of securities purchased but not fully paid by you, the transfer of the same may be subject to limited period pledge i.e. seven trading days after the pay-out (CUSPA pledge) created in favor of the Member. You can view your demat account balances directly at the website of the Depositories after creating a login.
5. The Member is obligated to deposit all funds received from you with any of the Clearing Corporations duly allocated in your name. The Member is further mandated to return excess funds as per applicable norms to you at the time of quarterly/ monthly settlement. You can view the amounts allocated to you directly at the website of the Clearing Corporation(s).
6. You will get a contract note from the Member within 24 hours of the trade.
7. You may give a one-time Demat Debit and Pledge Instruction (DDPI) authority to your Member for limited access to your demat account, including transferring securities, which are sold in your account for pay-in.
8. The Member is expected to know your financial status and monitor your accounts accordingly. Do share all financial information (e.g. income, networth, etc.) with the Member as and when requested for. Kindly also keep your email Id and mobile phone details with the Member always updated.
9. In case of disputes with the Member, you can raise a grievance on the dedicated investor grievance ID of the Member. You can also approach the stock exchanges and/or SEBI directly.
10. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. You will not have any protection/recourse from SEBI/stock exchanges for participation in such schemes.

### **Consent for sharing Aadhaar Details with SEBI/KRA Agencies. (VOLUNTARY)**

To,

**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**

2<sup>nd</sup> Floor Shukla palace Sapru marg,

Lucknow 226 001

- I/We understand that Fair Intermediate Investment Pvt. Ltd. is in the business of providing trading services for buying/selling of securities to its clients.
- I/We am/are desirous for opening of Trading and Demat account with Globe and hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/We may be held liable for it.
- I am aware of other modes of KYC which are available and I have chosen Aadhaar based method voluntarily. My Aadhaar record can be used by KRA agencies only for the specific purpose validating/ maintaining/ sharing my KYC record and as audit evidence. I will have an option to request for deleting of my Aadhaar record.
- I hereby give my consent for receiving information including Central KYC Registry through SMS/Email on the above registered mobile number/email address. I am/we are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Dig locker XML file, along with pass code and as applicable, with SEBI, KRA, CKYC and other Institutions/agencies/ Intermediaries with whom I have a business relationship for KYC purposes only.

Sign here:




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

**To**  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.** (VOLUNTARY)  
 2<sup>ND</sup> Floor Shukla Palace Sapur Marg,  
 Lucknow 226 001

**Sub: Participants Category disclosure (circular SEBI/HO/CDMRD/DNPMP/CIR/P/2019/08 (04-01-19))**

I/We hereby confirm that among the given categories, I/We pertain to category I have ticked and authorize you to update the same in your records and for onward submission with Exchange.

Categories	All Commodities	Specific Commodities (mention the names of commodities)
FPOs/ Farmers	<input type="checkbox"/> < Tick for All	
VCPs (Arbitrageurs, Importer, Exporter, Hedger, Phy. Mtk Trader, etc.)	<input type="checkbox"/> < Tick for All	
Domestic Financial Institutional Investors (Banks, Insurance Com, Mutual Fund, etc.)	<input type="checkbox"/> < Tick for All	
Foreign Participants (NRI, EFE, etc.)	<input type="checkbox"/> < Tick for All	
Proprietary Traders	<input type="checkbox"/> < Tick for All	
Others	<input type="checkbox"/> < Tick for All	
	Client Sign:- 	
	Date:-	

**Sub:- Consent for Trading in Commodity Option Contract on Commodity Derivatives**

**To**  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
 2<sup>ND</sup> Floor Shukla Palace Sapur Marg,  
 Lucknow 226 001

Dear Sir,

Further to my/our KYC details, I/We hereby accord my/our **consent for trading in commodity option contract** subject to regulatory requirements of the Commodity Exchanges & SEBI from time to time and undertake that I/we am/are competent in all respect to part Icipate to trade in Options on Commodity Derivatives.

I/we further confirm that I/we have received a copy of **Additional Risk Disclosure Documents for Option Trading** and have read & understood the same.

I/We further consent that all my/our securities held with the 'Member' for meeting my/our trading and exposure limits and/or towards upfront/initial margins, additional margins, and/or towards the my/our settlement obligations or for meeting marked to market losses, in any segment at any Exchange shall be utilized by the Member to transfer/ with the clearing corporations/house/member or pledge with the clearing corporation/house/member/NBFC/ financial institution duly registered with the appropriate Regulatory Authorities viz. RBI, SEBI and Stock Exchanges so as to meet the margin requirements on my/our account or other similar purpose. The 'Member' shall be free to do all such acts, deeds and things as may be necessary and expedient tor the above purpose.

Sign here:  \_\_\_\_\_ Name: \_\_\_\_\_

**Note: -In case of Corporate/Trust, Board Resolution is also required to this effect.**

**AUTHORISATION ON ORDERS AND TRADE SLIPS****(VOLUNTARY)**

I am / we are given to understand by, FIPL that as per the present commodity exchange regulations, it is required that a member seek order instructions from its constituents in writing. Further, the member is required to provide order confirmation, modification, cancellation and trade confirmation slips to its constituents. I/We assess that this exchange or written confirmation and slips between me/us and FIPL would be time consuming, presumably leading to delayed execution of orders, besides practically inconveniencing me/us in my/our trading operations, especially while transacting over the telephone. I/We hereby authorize FIPL to accept orders from me/my authorized representative / us orally and through any other accepted mode of communication including e-mail etc., and

I/We further confirm that receipt of confirmation sheets or oral confirmation from the office of FIPL at the end of the trading day or contract and bills from FIPL would be sufficient for me/us towards the confirmation of my/our orders place and trades executed thereof. I/We shall not be requiring the order and trade slips and also agree to informing FIPL on any discrepancy observed in the contacts and bills issued to me/us within 24 hours of their receipts or such extended time permitted by FIPL. I/We take into consideration the fact that FIPL agrees to provide me/us suitable documents to my/our complete satisfaction, while addressing any discrepancy notified. This authorization can be revoked by me/us at any time.

I/We have read and understand the above contents.

(Mandatory in case of an offline account in the name of a House-Wife/Home-Maker)

**CONSENT FOR RECEIVING TRADE ALERTS THROUGH SMS AND / OR E- MAIL****(Voluntary)**

**To**  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
 2<sup>ND</sup> Floor Shukla Palace Sapur Marg,  
 Lucknow 226 001

Dear Sir,

Exchanges:            MCX

I/We, \_\_\_\_\_ a Client with **FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
 undertake as follows:

1. I/We are aware that Multi Commodity Exchange (MCX) provides the details of the trades executed on its trading platform to the concerned clients/constituents through SMS and E-mail alerts.
2. I/We are aware that the Member has to provide the trade details through SMS/E-mail alerts for my convenience at my request only.
3. I/We here by confirm that I/ we wish to receive the trade alerts through:
  - a. SMS :
  - b. E-mail :
  - c. SMS and E-mail

4. I do not want to receive any transaction alerts, specify reason

5. The alerts should be sent on

a. Mobile Number:

b. Email Address:

I/We hereby agree to the terms and conditions specified by MCX vide circulars No. MCX/T&S/165/2012 dated April 26, 2012 and circulars/clarifications issued by the Exchange from time to time in this regard. We/I are/am aware that the receipt of SMS/Email alerts on the above mobile number and/or email address can be stopped only on our/my written request. We are also aware that this is an additional facility provided by the Exchange and we shall not solely rely or use such data for any purpose and, Exchange shall not be liable for any direct or indirect loss of any nature because of providing this additional facility.

Sign here:  \_\_\_\_\_ Name: \_\_\_\_\_

**FIIPL****AUTHORISATION OF CONTRACT NOTES AND OTHER DOCUMENTS IN DIGITAL MODE**

To,  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
 2<sup>ND</sup> Floor Shukla Palace Sapru Marg,  
 Lucknow 226 001

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

Sir,

I/We hereby consent to receive from Fair Intermediate Investment Pvt. Ltd. The digital contract notes, bills, ledgers, transaction statements, demat statement of accounts/ holding statement(s)/bills/ other statements, notices, circulars, amendments and such other correspondence documents, records by whatever name called in electronic form duly authenticated by means of a digital signature as specified in the information Technology Act 2000 and the rules made there under to my below mentioned email id (said email ID).

**E-mail Id.** \_\_\_\_\_

I/We further hereby agree that the Fair Intermediate Investment Pvt. Ltd. shall fulfill the legal obligation, if the above documents are sent electronically to the said e-mail id. In this regard, I/We further confirm and agree that:

1. The above is my/our personal E-mail id. I/We shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of the above mentioned e-mail account. FIIPL shall not be liable to or responsible for any breach of secrecy. I/We will be solely responsible for the security of the information provided on my/our aforesaid e-mail id.
2. E-mails sent to any of the above mentioned e-mail account, which have not bounce back, shall be deemed to be duly delivered to me/us.
3. In the event any e-mail sent by FIIPL bounce back due to insufficient space in my/our inbox or in the event any network problem occurs, FIIPL shall in no way be responsible for the same.
4. FIIPL shall no take cognizance of out-of-office/our of station auto replies and I/We shall be deemed to have received electronic mails.
5. Such Statements shall be deemed to have been delivered on the day when the e-mail is sent by FIIPL.
6. FIIPL may at its discretion discontinue to send me/us the Statements in physical form.
7. FIIPL shall not be liable or responsible for any Statement received from frauds or impostors or any consequences thereof.
8. FIIPL shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any Statement from FIIPL.
9. I/We shall inform FIIPL by way of a letter in writing duly signed by me or inform through internet platform if there is any change in the E-mail given above.
10. I/We undertake to check the Statement and bring the discrepancies to your notice within the time period as Specified under the relevant agreements entered in to with FIIPL. My/Our non-verification or not accessing the Statement on regular basis shall not be a reason for disputing the same at any time.

Whenever I/We want to discontinue the said facilities, I/We shall inform to FIIPL immediately in writing in prescribed format.

I/We further agree that FIIPL will not be responsible for non-receipt of documents sent via electronic delivery due to change in/incorrect e-mail address/ correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of my/our computer system/ server / internet connection etc. Further I/We agree and undertake to indemnify FIIPL and its group companies, that they will not be held liable/ responsible for any losses, claims damages, cost and liabilities etc. caused to me/us due to misuse of this information or pursuant to any litigation cases, complaints, actions, etc. that may arise in future on account of my/our above authorization request.

I/We further agree that in case of non-received of any mail/bounced mail FIIPL may at its sole discretion provide such Contract notes & Statements in physical form.

<b>Name of Client</b>		<b>Trading Code</b>	
<i>Sign.</i>		<i>Demat ID</i>	



I/We confirm that trading in equity/derivative contracts is appropriate or suitable for me/us. Further by signing this document, I/we confirm that I/we have been apprised of the risks involved in investing in securities market and in particular all types of derivative contracts.

I/We confirm that there is no assurance on profits or any fixed or guaranteed return while executing transactions in the securities market /commodities market. I/We confirm that the research recommendations disseminated by FIIPL through its employees/associates are incidental to its stock broking services and transactions affected basis the same are in good faith and are I/we authorize the same.

I/We also confirm that I/we will not hold FIIPL or its group companies, associates or any of its employees, directors, officers or sub brokers/authorized persons responsible or liable for any direct or indirect, punitive, special or exemplary damages, for any profit /loss arising or resulting due to transactions elected in my/our trading /demat account.

I/We may, in advance, instruct the dealer for placement of orders in my/our trading account basis market events/market view/recommendations and I/we may not be available for re-confirmation on such order placement. I/We also understand that all orders placed in the derivative segment/trade confirmations with account balances are sent to my registered mobile number. I/We also understand that contract notes, margin bills, statement of accounts, profit and loss statements, statement of transactions / holding (if any) are sent to my/our registered e-mail id and I/we shall bring any discrepancy therein to your notice within 24 hours from the date of receipt of the said details / documents, in writing, failing which it shall be legally construed that the transactions have been elected by me/us and I/we shall not challenge the same in any forum / court of law. I/We further confirm the levy of interest on the amounts lent by the Member towards securities transactions / commodities transactions and / or margin requirements and payable by me/us in my trading / demat accounts as agreed by me/us in the tariff sheet and I/we undertake not to challenge the levy of such Interest at a later point of time.

I/We further agree that T/we may acknowledge net positions / statement of accounts / statement of transactions / profits and loss statements by affixing my/our signature on the said documents and that would amount to confirmation of transactions effected in my/our trading account and would not be disputed in any manner at any point of time. I have been informed and I acknowledge that FIIPL does not authorize any of its employees/Authorised Person/employees of Authorised person to send any details / documents pertaining to my/our trading / demat accounts and I/we shall not depend upon or take into consideration any mail / document shared through mobile or any other modes of communication except the mails / documents received from the below mentioned email ids and my/our reliance to such communication shall be at my own risk and shall not in any way bind the company.

Documents	E Mail ID
Contract Note	<a href="mailto:edocuments@fairinvest.co.in">edocuments@fairinvest.co.in</a>
Demat Transaction statement and holdings	<a href="mailto:dp.fair@fairinvest.co.in">dp.fair@fairinvest.co.in</a>
Statement of accounts	<a href="mailto:dp.fair@fairinvest.co.in">dp.fair@fairinvest.co.in</a>

I understand that FIIPL Employees / Authorized Persons or their Employees are not authorized to offer fixed/ guaranteed/regular returns/ capital protection / investment advisory / recommendation services through any mode including verbal/ digital (SMS/WhatsApp/email or any other messaging services) and also are not authorized to enter into any loan agreement with me to pay interest on the funds offered by me. I undertake to evaluate recommendation / advise if any, received through any mode and take informed decisions before investing. I understand that FIIPL shall not be responsible for any loss arising thereof. I also undertake not to initiate any legal proceeding including vicarious liability basis the above.

I understand that surveillance department of FIIPL on a random basis will seek confirmation as to whether am trading through my trading account and affirmative confirmations to that effect would be deemed by FIIPL as confirmation of all transactions elected in my account and I undertake not to challenge the same in any manner at a later point of time as the transactions are owned by me upon such confirmation. I confirm having read and understood all the contents of the suitability assessment cum declaration as given here in above and I agree to the same.

Risk Profile:  Aggressive  Moderate  Conservative

### OPEN INTEREST DECLARATION

**Sub: My/Our request for trading in Commodity forward Contracts/Commodity Derivatives on MCX as your Client.**

Dear Sir,

I/We, the undersigned, have taken cognizance of Circular MCX/300/2006 and MCX/338/2006 dated August 1, 2006 & August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX) on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

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

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

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

Sign here:  \_\_\_\_\_ Name: \_\_\_\_\_



FIPL

**FATCA & CRS DECLARATION (FOR INDIVIDUAL)**Do you have any Non-Indian Country (ies) of Birth / Citizenship / Nationality and Tax Residency ?  Yes  No

Sole/First Holder/Guardian <input type="checkbox"/> Yes <input type="checkbox"/> No		Second Holder <input type="checkbox"/> Yes <input type="checkbox"/> No		Third Holder <input type="checkbox"/> Yes <input type="checkbox"/> No	
Country of Birth		Country of Birth		Country of Birth	
Country of Citizenship /Nationality		Country of Citizenship /Nationality		Country of Citizenship /Nationality	
Are you a US Specified Person ? <input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer ID		Are you US Specified Person ? <input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer ID		Are you a US Specified Person ? <input type="checkbox"/> Yes <input type="checkbox"/> No Please provide Tax Payer ID	
Country of Tax Residency* (Other than India)	Taxpayer Identification No.	Country of Tax Residency* (Other than India)	Taxpayer Identification no.	Country of Tax Residency* (Other than India)	Taxpayer Identification no.
1.		1.		1.	
2.		2.		2.	
Address		Address		Address	

\*Please indicate all countries in which you are a resident for tax purpose and associated Taxpayer identification number.

I have read and understood the information requirements and the Terms &amp; Conditions mentioned in this Form (read along with FATCA &amp; CRS instructions) and hereby confirm that the information provided by me on this Form is true, correct and complete.

I hereby agree and confirm to inform Fair Intermediate Investment Pvt. Ltd. for any modification to this information promptly.

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

\*For detail terms &amp; conditions please see Client Copy

**D. LETTER OF AUTHORISATION TO PLEDGE/RE-PLEDGE THE SECURITIES WITH CLEARING MEMBER/ CLEARING CORPORATION**

1. I/We are dealing through you as a client registered in NSE/BSE/MCX in Capital Market/ Future & Options/Commodity/Currency Derivatives Segments. I/we have pledged/provided you the securities (including shares and commodities both) as margin. I/we hereby confirm and declare that:

2. The Securities is in existence, owned by me/us and are and shall be free from any charge, lien or encumbrance, whether prior or otherwise.

3. The Securities will be subject to the creation of pledge in favour of or for the benefit of Trading Member and further that the Securities over which pledge may be created in future would be in existence and owned by me/us at the time of creation of such pledge and that the Said Securities to be given in future as security to Trading Member would likewise be unencumbered, absolute and disposable property of me/us.

4. I/we authorise you to do all such acts and things, sign such documents and pay and incur any such costs, debts and Expenses as may be necessary from time to time.

5. I/ we agree that the securities shall be subject to the first priority and lien in favour of Trading Member to secure, My/ our obligations and that the rights or interests of me/ us with respect to the Said Securities shall be subject and Subordinate to the rights, claims and interests of Trading Member in respect of the Said Securities

6. You may invoke the pledge without any reference to or permission of me/ us and upon receipt of the Said Securities , Trading Member may utilize the proceeds in meeting my/our obligations in such manner as it may deem fit and that such invocation of pledge will be final and irrevocable against me/us.

7. I/we shall not make any claims or demands for refund or any reimbursement in relation to the Said Securities.

Sign here:



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


**FIPL SELF DECLARATION - CATEGORIZATION OF THE CLIENTS FOR EACH COMMODITY**
**MCX - Categorization of Participants in Commodities Derivatives**

I/We have been/shall be dealing through you as my/ our member broker on different Commodity Exchanges in my/our trading account opened /to be opened with you. I/We hereby declare my/ our category for the commodities mentioned therein, as given below in accordance with SEBI circular no. SEBI/HO/CDMRD/DNPMP/CIR/P/2019/08 dated January 04, 2019:

I/ We hereby confirm the following categories:

**Various categories of market participants (Tick the appropriate Box)**

Commodity	(i) Farmers /FPOs	(ii) Value Chain Participants (VCPs)	(iii) Proprietary traders	(iv) Domestic Financial Institutional Investors	(v) Foreign Participants	(vi) Others
CARDAMOM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CASTORSEED	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COTTON	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CPO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MENTHAOIL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RBDPALMOLEIN	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GOLD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SILVER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ALUMINIUM	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
BRASS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COPPER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEAD	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NICKEL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ZINC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: In case you are not actively involved in producing/distribution in any particular commodity, you can choose the 'Others' option from the drop - down. Please note that you have to individually select the category of each commodity.

I/We further declare that in case declaration is not provided for any of the particular exchange traded commodity, please consider the "Others" category for the same. I/We undertake that I/we shall inform the member broker in case there is any change in category for any of the exchange traded commodity.

**CATEGORIES**

- Farmers/FPOs: It includes participants such as farmers, farmers' cooperatives, Farmers Producers Organizations (FPOs) and such entities of like nature.
- Value chain participants (VCPs): It includes participants such as Processors, Commercial users as Dal and Flour Millers, Importers, Exporters, Physical Market Traders, Stockists, Cash & Carry participants, Producers, SMEs/MSMEs & Wholesalers etc., but exclude farmers/FPOs.
- Proprietary traders: It includes the members of stock exchanges trading in their proprietary account.
- Domestic financial institutional investors: It includes participants such as Mutual Funds (MFs), Portfolio Managers, Alternative Investment Funds (AIFs), Banks, Insurance Companies and Pension Funds etc., which are allowed to trade in commodity derivatives.

- Foreign participants: It includes participants such as Eligible Foreign Entities (EFEs), NRIs etc. which are allowed to trade in commodity derivatives markets.
- Others: All other participants which cannot be classified in the above categories.

**DEMAT DEBIT AND PLEDGE INSTRUCTION (DDPI) IN FAVOUR OF Fair Intermediate Investment Pvt. Ltd.**



**FIPL**

**DEMAT DEBIT AND PLEDGE INSTRUCTION**

S. No.	Purpose	Signature of Client
1.	Transfer of securities held in the beneficial owner accounts of the client towards Stock Exchange related deliveries / settlement obligations arising out of trades executed by clients on the Stock Exchange through the same Member.	
2.	Pledging / re-pledging of securities in favour of trading member (TM) / clearing member (CM) for the purpose of meeting margin requirements of the clients in connection with the trades executed by the clients on the Stock Exchange.	
3.	Mutual Fund transactions being Order Entry Platform	
4.	Tendering Shares in open Offers through Stock Exchange	

\*The Same may be E-Signed or Signed physically.



**FIPL**

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING LETTER**

To,  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
 Member: MCX (Multy Commodity Exchange of India Ltd.)  
 Regd. Office : 2nd Floor Shukla Palace Sapru Marg Lucknow 226 001

**Sub.: Internet & Wireless Technology Based Trading**

Sir,

I/We wish to trade through Internet & Wireless Technology Based Trading (IWTBT) facility provided by you as per the options mentioned below.

I want to opt for  Web Base Trading  Application Base Trading/ Odin

I/We hereby confirm you to send our username and password and other related information on the below mention e-mail address.

E-mail Address: \_\_\_\_\_

Further, I/We confirm that I/We have fully read and understood the provisions laid down in the attached annexure pertaining to Internet & Wireless Technology based trading facility provided by Members to clients and do hereby acknowledge the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstance what so ever.

Thanks and Best Regards

Sign here: \_\_\_\_\_ Name: \_\_\_\_\_

## MANDATORY DOCUMENT

### RISK DISCLOSURE DOCUMENTS FOR CAPITAL MARKET, DERIVATIVES & COMMODITY SEGMENTS

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

##### **iii. Risk of Wider Spreads**

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

##### **iv. Risk-reducing orders**

- a. Most of the Exchanges have a facility for investors to place “limit orders”, “stop loss orders” etc. Placing of such orders (e.g. “stop loss” orders or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.

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

**v. Risk of News Announcements**

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

**vi. Risk of Rumors**

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

**vii. System Risk**

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

**viii. System/ Network Congestion**

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

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

**Effect of “Leverage” or “Gearing”:**

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

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

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

#### **4. GENERAL**

##### **i. Deposited cash and property:**

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

##### **ii. Commission and other charges:**

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

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

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

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

#### **ADDITIONAL RISK DISCLOSURE DOCUMENTS FOR OPTIONS TRADING RISK OF OPTION HOLDERS**

##### **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.

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.

#### **RIGHTS AND OBLIGATIONS OF MEMBERS, AUTHORIZED PERSON AND CLIENTS as prescribed by SEBI and Commodity Exchanges**

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

- iii. level of knowledge, experience and expertise of the Client;
- iv. the nature and degree of risk embodied in the financial product\* or financial service being availed by the Client; and
- v. The extent of dependence of the Client on the Member.

**\*Commodity derivative contract**

7. The Authorized Person shall provide necessary assistance and co-operates 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 have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
11. A. Protection from unfair terms in financial contracts\*\*
- a. An unfair term of a non-negotiated contract will be void.
  - b. A term is unfair if it –
    - i. causes a significant imbalance in the rights and obligations of the parties under the financial contract, to the detriment of the Client; and
    - ii. Is not reasonably necessary to protect the legitimate interests of the Member.
  - c. The factors to be taken into account while determining whether a term is unfair, include –
    - i. the nature of the financial product or financial service dealt with under the financial contract;
    - ii the extent of transparency of the term;

**\*\*contracts offered by commodity exchanges**

- iii. the extent to which the term allows a Client to compare it with other financial contracts for similar financial products or financial services; and
- iv. The financial contract as a whole and the terms of any other contract on which it is dependent.

**d. A term is transparent if it –**

- i. is expressed in reasonably plain language that is likely to be understood by the Client;
  - ii. is legible and presented clearly; and
  - iii. is readily available to the Client affected by the term.
- e. If a term of a financial contract is determined to be unfair under point 11.A.c, the parties will continue to be bound by the remaining terms of the financial contract to the extent that the financial contract is capable of enforcement without the unfair term.

**11.B.**

- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point 11.C. (given below) are not negotiated between the parties to the financial contract and includes –
  - i. a financial contract in which, relative to the Client, the Member has a substantially greater bargaining power in determining terms of the financial contract; and
  - ii. a standard form contract.
- b. "Standard form contract" means a financial contract that is substantially not negotiable for the Client, except for the terms contained in point 11.C.
- c. Even if some terms of a financial contract are negotiated in form, the financial contract may be regarded as a non negotiated contract if so indicated by –
  - i. an overall and substantial assessment of the financial contract; and
  - ii. the substantial circumstances surrounding the financial contract
- d. In a claim that a financial contract is a non-negotiated contract, the onus of demonstrating otherwise will be on the Member.

**11.C.**

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



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

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

**13. B.**

**a. A Member must –**

- i. not collect personal information relating to a Client in excess of what is required for the provision of a financial product or financial service;
- ii. maintain the confidentiality of personal information relating to Clients and not disclose it to a third party, except in a manner expressly permitted under point

**13.B. b.**

- i. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete; ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
- ii. Allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.

**b. A Member may disclose personal information relating to a Client to a third party only if –**

- i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
- ii. the Client has directed the disclosure to be made;
- iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
- v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member –
  1. Informs the Client in advance that the personal information may be shared with a third party; and
  2. Makes arrangements to ensure that the third party maintains the confidentiality of the personal information in the same manner as required under this Part; or
    - vi. The disclosure is made to protect against or prevent actual or potential fraud, unauthorised transactions or claims, if the Member arranges with the third party to maintain the confidentiality of the personal information in the manner required under this Part.-

**C. "Third party" means any person other than the concerned Member, including a person belonging to the same group as the Member.**

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

- a. Member must ensure fair disclosure of information that is likely to be required by a Client to make an informed transactional decision.
- b. in order to constitute fair disclosure, the information must be provided –
- i. sufficiently before the Client enters into a financial contract, so as to allow the Client reasonable time to understand the information;
  - ii. in writing and in a manner that is likely to be understood by a Client belonging to a particular category; and
  - iii. in a manner that enables the Client to make reasonable comparison of the financial product or financial service with other similar financial products or financial services.
- c. the types of information that must be disclosed to a Client in relation to a financial product or financial service, which may include information regarding –
- i. main characteristics of the financial product or financial service, including its features, benefits and risks to the Client;
  - ii. consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;
  - iii. existence, exclusion or effect of any term in the financial product or financial contract;
  - iv. nature, attributes and rights of the Member, including its identity, regulatory status and affiliations;
  - v. contact details of the Member and the methods of communication to be used between the Member and the Client;
  - vi. rights of the Client to rescind a financial contract within a specified period; or

**vii. Rights of the Client under any law or regulations.**

**14.B.**

- a. Member must provide a Client that is availing a financial product or financial service provided by it, with the following continuing disclosures –
- i. any material change to the information that was required to be disclosed under point 14.A at the time when the Client initially availed the financial product or financial service;
  - ii. information relating to the status or performance of a financial product held by the Client, as may be required to assess the rights or interests in the financial product or financial service; and
  - iii. any other information that may be specified.

**b. A continuing disclosure must be made –**

- i. within a reasonable time-period from the occurrence of any material change or at reasonable periodic intervals, as applicable; and
- ii. in writing and in a manner that is likely to be understood by a Client belonging to that category.

**MARGINS**

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

**TRANSACTIONS AND SETTLEMENTS**

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

**BROKERAGE**

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

**LIQUIDATION AND CLOSE OUT OF POSITION**

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

**DISPUTE RESOLUTION**

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

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

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

### **a. A Member must –**

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

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

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

i. must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and  
ii. may provide the financial product or financial service requested by the Client only after complying with point 29.A. a and obtaining a written acknowledgement from the Client.

## **30. Dealing with conflict of interest**

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

### **a. A member must –**

i. provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between –

1. its own interests and the interests of the Client; or

2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.

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

c. In this section, "conflicted remuneration" means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, which 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 / Member and depository participant shall not directly / indirectly compel the clients to execute Power of Attorney (PoA) or Demat Debit and Pledge Instruction (DDPI) or deny services to the client if the client refuses to execute PoA or DDPI.

35. 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.

36. 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.

37. 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.

38. The Member shall send a complete 'Statement of Accounts' for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock/ Commodity broker.
39. The Member shall send margin statements to the clients on daily basis. Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee, warehouse receipts, securities etc.
40. 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.
41. 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.
42. 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 43.B
    - ii. abusive conduct under point 43.C
    - iii. such other conduct as may be specified.
42. 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.
- 42.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 behavior;
    - 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)**

43. 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.
44. The Member shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able 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-tamper able.

45. 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.
46. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamper able 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.
47. 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.
48. 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.
49. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

## **LAW AND JURISDICTION**

50. 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.
51. 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.
52. 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.
53. 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.
54. 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.
55. 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.
56. Members are required to send account statement to their clients every month.

## **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

Annexure-4

### Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link to see whether the Member is registered with The Exchange.  
For MCX: <http://www.mcxindia.com/SitePages/MembersDetails.aspx>
2. Insist on filling up a standard 'Know Your Client (KYC)' form before you commence trading.
3. Insist on getting a Unique Client Code (UCC) and ensure all your trades are done Under the said UCC.
4. Insist on reading and signing a standard 'Risk Disclosure Agreement'.
5. Obtain a copy of your KYC and/ or other documents executed by you with the Member, from the Member.
6. Cross check the genuineness of trades carried out at the Exchange through the trade verification facility available on the Exchange website at the following link.  
For MCX: <http://www.mcxindia.com/SitePages/TradeVerification.aspx>  
The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and relevant provisions/guidelines specified by SEBI/Commodity Exchanges.
23. Make the payments b account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/ demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions:

- a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
  - b) You need to bring any dispute arising from the statement of account to the notice of the Member in writing preferably within 7 (seven) working days from the date of receipt of funds/commodities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Commodity exchanges without delay.
  - c) In case you have not opted for maintaining running account and pay-out is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the Member. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Commodity exchange.
  - d) Please register your mobile number and email id with the Member, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.
25. You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the commodity derivatives or the member becomes insolvent or bankrupt.
  26. Please ensure that you have a documentary proof of having made the deposit of Such money or property with the member, stating towards which account such money or property deposited.
  27. In case your problem/grievance/issue is not being sorted out by concerned Member/Authorized 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, rumors, 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 accept contract note/confirmation memo signed by any unauthorized person.
8. Don't share your internet trading account's password with anyone
9. Do not delay payment/deliveries of commodities to Member.
10. Do not forget to take note of risks involved in the investments.
11. 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.
12. Do not pay brokerage in excess of that rates prescribed by the Exchange
13. Don't issue cheques in the name of Authorized Person.
14. Do not neglect to set out in writing, orders for higher value given over phone.
15. Do not accept unsigned/duplicate contract note/confirmation memo.

### **MOST IMPORTANT LINK**

**For detailed information about various documents associated with your account, such as (Rights and Responsibilities, Risk Disclosure Documents, ECN, Guidance Notes, Do's and Don'ts, Policies and Procedures, Investor Charter of Stock Broker & Depository Participant, voluntary freezing/blocking of trading account, FATCA and CRS, etc.), please click on the links below to access the detailed information:**

**For detailed information on the policy regarding voluntary freezing/blocking of trading account please visit our website:- <https://fairinvest.co.in/wp-content/uploads/2024/07/Policy-for-facility-freezing-bloking-of-trading-account-by-Clients.pdf>**

**You can also get detailed information about Exchange Circular related freezing/blocking of trading account through this link:- <https://nsearchives.nseindia.com/content/circulars/INSP61529.pdf>**

**Click on below mention URL for update/modify your Latest KYC details like (E-mail, Mobile, Nominee, Latest Income Range, Bank Details etc.) :- <http://korpsoft.fairintermediate.com/Account/Login>**

**For detailed information related Investor Charter of Stock Broker & Depository Participant, please click on the link given below:- <https://fairinvest.co.in/wp-content/uploads/2025/03/New-Investor-Charter-Stock-Broker-Depository-Participant2024.pdf>**

## ELECTRONIC CONTRACT NOTE (ECN) DECLARATION (VOLUNTARY)

To,  
**Fair Intermediate Investment Pvt. Ltd.**  
2<sup>nd</sup> Floor Shukla Palace Sapru Marg,  
Lucknow 226 001

Dear Sir,

I/We \_\_\_\_\_ a client with Member M/s Fair Intermediate Investment Pvt. Ltd. member NSE, BSE, MCX COMMODITY Exchanges undertake as follows.

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

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

### Commodity Transaction Undertaking & Confirmation

I/We wish to opt to deal in Commodity Option as per trading preference selected in the KYC herein and I/We shall abide by the rules and regulation of Exchange and SEBI in this regard, which may vary from time to time and I/we hereby confirm that we have read and understood risk disclosure document of commodity options and are fully aware of commodity option holders and writers. I/We have taken cognizance of circulars issued by Regulator/Commodity Exchanges from time to time on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same. We hereby declare and undertake that I/we will not exceed the position limits prescribed from time to time by Commodity Exchanges or Regulator and such position limits will be calculated in accordance with the circulars on position limits as modified from time to time. I/ We confirm that you have agreed to enter order in commodity forward contracts/commodity derivatives for me / us as your clients on Commodity Exchanges only on the basis of our above assurances and undertaking. I/We further undertake to bear any liable / penalty / charges levied by Commodity Exchanges / Regulator. I/We propose to undertake high value transactions (i.e., buy and sell trades for value exceeding Rs.5,00,000/- or such other sum as may be prescribed by Regulator / MCX or any other authority from time to time) in a day on MCX through you as my/our commodity broker. By this one time declaration, please note that the said transaction(s) would be for and on my/our behalf and entirely for my/our profit or loss only. I/We also declare that the transactions would not be carried out for any unauthorized/unregistered authorized person or for and on behalf of any other person/ entity. I/we confirm that transactions related to sale, purchase and or dealing in securities/commodities by me/us are for the purpose of investment of my/our own money and/or dealing in market for own interests. I/we have read and understood the Anti-Money Laundering Guidelines and confirm that funds and securities/commodities used by me for settlement or transaction are assets earned by me through legal means in my/our own capacity and are not assets qualified under PMLA.

[The above declaration has been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same]

Sign here: 

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

Trading Code : \_\_\_\_\_



### **1. Refusal of orders for Commodity Derivatives:-**

The client is aware and agrees that the Commodity broker may refuse or restrict a client in placing the order in certain commodities depending on various conditions like volume / value / part of illiquid commodities although a client may have credit balance or sufficient margin in the trading account.

However, Commodity broker under exceptional circumstances may execute cliental order. The Commodity broker has the discretion to reject execution of such orders based on its risk perception.

### **2. Setting Up client's Exposure Limit:-**

The client is aware and agrees that the Commodity broker may set the Exposure limits on the basis of available base capital which may comprise of Ledger and collaterals (after suitable margin hair cut). The limits may be allowed on a multiplier basis to the available capital or actual VAR margin basis or a specified margin depending on the Market conditions. Client agrees that said limit parameters is a dynamic process that is allowed at the discretion of the Commodity broker based on the market conditions and their risk perception about the market. However on exceptional situations broker may use its own discretion in providing the limits and may change for a client or for all depending on market condition.

### **3. Applicable Brokerage Rate:-**

a) The Commodity broker is eligible to charge brokerage with respect to transactions effected by it in various segment as mentioned herein below-

Delivery based- The maximum brokerage rate for the time being shall be 2 % (plus expenses) in case of transactions resulting into delivery.

Non- delivery based - The maximum brokerage rate for the time being shall be 1 % in case of non-delivery transactions.

b) The Commodity broker may charge different Brokerage for Deliverable and Intraday transactions.

c) Brokerage shall be charged on the premium amount at which the options contract was bought or sold and not on the strike price of the option contract. Maximum permissible brokerage rate is 2.50% of premium amount or Rs.250/- per lot, whichever is higher.

d) The client is aware that any request for change in the brokerage rate has to send in writing to the Branch who in turn will forward the request to Head Office of the Commodity broker. Acceptance / rejection of such request is at the discretion of Commodity broker.

e) Other Levies, charges, service tax etc. will be charged on Brokerage as per the Rules prescribed by the Government / Regulatory Agencies. All the above charges and levies debited to clients would be mentioned in the Contract Note send to client.

### **4. Imposition of Interest on Outstanding debit and margins:-**

The client is required to pay all amounts due to the Commodity broker on its due date. The amount due to broker shall include all type of Margin and Pay-in obligation or on account of any other reason.

In case the client does not pay the amount due on time, the Commodity broker shall charge delayed payment charges up to the rate of 18% per year on the daily outstanding value or at such rates as may be determined from time to time by the Commodity broker.

In case of Commodity market, interest will be charged from the time it become due till the time obligation is cleared by the client. The objective of charging such a charge is to force a client to clear their dues on a timely basis.

The client agrees that the Commodity broker may impose fines/penalties for any orders / trades of the client which are contrary to this agreement / rules / regulations of the Exchange. Further, under the instances where the Commodity broker has been penalized from any Authority on account of / as a consequence of orders /trades of the client, the same shall be borne by the client.

### **5. The right to sell client's commodity derivative position or close client's positions, without giving notice to the client, on account of non-payment of client's dues:-**

The Client shall provide timely funds/Securities /commodities for the purchase/sale of commodities to the Broker for meeting his obligation to the Exchange. In case of client falling short of providing fund/commodities the Commodity broker has the right to close the positions. The Commodity Broker has the right to sell client's securities or close clients position with or without giving prior notice to client on account of non-payment of dues to the extent of Ledger debit and/or to the extent of Margin obligation. The broker can liquidate the securities bought or collaterals given or any other Commodities given in any other form for clearing the clients obligation.

### **6. Shortages in Obligation Arising out Of Internal Netting of Trades**

The internal close out policy for handling internal shortages in Commodities is in line with the exchange policy for handling shortages at exchange level. Apart from this the seller will be additionally debited by 0.50% penalty. Thus, the buyer will get the credit of the shortage based on the calculation given by exchanges and the Seller will be debited by the same amount + 0.50% penalty. Any changes in this policy will be updated on Fair Intermediate Investment Pvt. Ltd. website from time to time.

## **7. Conditions under which a client may not be allowed to take further position or the broker may close the existing position of a client:-**

In case overall position in derivatives contracts has reached the Regulators prescribed Exchange limit / Market Wide Open Interest limit, then client may not be allowed to take further position, till such time Regulator prescribed limits comes down to create a new position.

Further, the Commodity broker may close the existing position of a client to the extent of Debit balances to release the Margin from the Exchange. In case if the Commodity broker has sufficient Margin cover on behalf of its client, it may still decide based on the market conditions and risk perception not to allow further position or may close the existing position of a client.

## **8. Temporary Suspension/Closure of Accounts**

The client may request the Commodity broker for temporary suspension/closure of his trading account by sending a written request to Branch. This request will be in turn sent by Branch to Head Office for further processing where after verification of the client details, the trading account of the client will be suspended.

The client would be required to clear all his dues / settlement of obligations before his account is temporarily suspended. The client may also be required to fulfill other conditions, on a case to case basis.

The Commodity broker can withhold the payouts of client and suspend/close his trading account due to any internal / regulatory action.

Upon Suspension/closure of trading account intimation will be sent to the client within 15 days of suspension.

## **9. Deregistering a client**

In addition to what the client has agreed in the agreement, the Commodity broker may terminate a client with immediate effect, but not limited to the following reasons -

- If the client is debarred by SEBI or any other regulatory authority
- As a part of surveillance measure, if a client appears to be indulging in manipulative practices.
- Under the circumstances when there is a reasonable ground to believe that the client is unable to clear its dues or has admitted its inability to pay its debt.
- If the client violates any of the terms of the agreement.

## **10. Treatment of Inactive Clients**

Fair Intermediate Investment Pvt. Ltd. identifies such client codes / trading accounts that are in-operative for a minimum period of preceding 12 months.

Accordingly, such trading accounts are made inactive in the Trading System and an email/letter/SMS or by way of any other mode the client is informed about the status of his trading account maintained with us. Further, if the client has any dues/ obligation to Fair Intermediate Investment Pvt. Ltd., then any Commodities/securities bought or collaterals given or any other securities/commodities. Given by the client in any other form for clearing his obligation; will be adjusted and the balance would be returned to the client.

For re-activation of such trading account, the client shall be required to make a request to re-open the account and submit all necessary information with regard to updation of his / their KYC requirement. Fair Intermediate Investment Pvt. Ltd. upon verifying at its end may activate client's trading code in the Trading System and an email/letter/SMS or by way of any other mode the client is informed about the status of his trading account. Upon re-activation the Member may execute the order on behalf of its client. Also, after reactivation, transactions on the basis of certain parameters are confirmed over telephone with clients, if such transactions are executed after a gap of such period of 12 months.

**11.** The Client is informed that Fair Intermediate Investment Pvt. Ltd. does carry proprietary trading.

**12.** Client acceptance of policies and procedures mentioned here in above –

I /we have fully understood and agree to sign the same. Above policies and procedures may be amended / changed unilaterally by the Member provided the same is intimated via email / writing or reflected in the client's login.

[The above declaration has been read and understood by me. I am aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same]

Sign here: 

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

Trading Code : \_\_\_\_\_

To,  
Dear Client,  
Sir/Madam,

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

Thanks & best regards,

Sign here:



I acknowledge the receipt of the information given by Fair Intermediate Investment Pvt. Ltd. that they do client based trading and Pro-account trading.

Fair Intermediate Investment Pvt. Ltd.

Authorised Signatory / Director

**DECLARATION BY THE CLIENT TO ABIDE THE NET OPEN INTEREST POSITION AS PERMISSIBLE IN ANY COMMODITY**

Dear Sir,

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

I/We, the undersigned, have taken cognizance of circular no. MCX/338/2006 dated August 21, 2006 issued by the Multi Commodity Exchange of India Ltd. (MCX),, any other circulars issued by SEBI/Exchange from time to time on stated matter on the guidelines for calculation of net open positions permitted in any commodity and I/We hereby undertake to comply with the same. I/We hereby undertake that I/we do not trade through any Trading Member other than **FAIR INTERMEDIATE INVESTMENT PVT. LTD.**

**OR**

I/We hereby declare that I/we are also trading in Commodities through **Fair Intermediate Investment Pvt. Ltd.** having Member ID: 57540 in  MCX & Client ID \_\_\_\_\_

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

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

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

I/We further undertake to bear any liability/penalty/charges levied by MCX for the non compliance of the aforesaid circulars or as modified from time to time.

Yours faithfully,

Sign here:



Name \_\_\_\_\_



# FIPL ACKNOWLEDGEMENT TO FAIR FROM CLIENT

To,  
**FAIR INTERMEDIATE INVESTMENT PVT. LTD.**  
2nd Floor Shukla Palace Sapru marg,  
Lucknow 226 001

**I/We wish to open a commodity trading account with M/s Fair Intermediate Investments Private Limited, a member of MCX, and perform the following functions:**

1. I/We have learned from the Member that clients prefer to receive the following documents in either electronic or physical form:

- A. Rights and Responsibilities of Members, Authorized Persons, and Clients.
- B. Internet and Wireless Technology-Based Trading Facility Provided by the Member to Clients.
- C. Risk and Disclosure Document for Commodity Markets.
- D. Policies and Procedures
- E. Guidance Note - Do's and Don'ts for Investors Trading on the Exchange.

2. I/We also understand from our Member that to receive the above-mentioned documents in either electronic or physical form, I/We will be required to provide my/our consent.

3. Therefore, in light of the foregoing, I/We hereby voluntarily consent to receive the above-mentioned documents:

**Electronic Form**                       **Physical Form**

4. If I/We opted for the same in Electronic mode, then Member can sent said aforesaid documents at my registered email id.

5. I/We have been further aware by my/our Member that the aforesaid documents has also been available at the Member's website i.e. at **www.fairinvest.co.in**

6. I/We am/are aware that the non receipt of bounced mail notification by the Member shall amount to delivery of the aforesaid documents at my registered email id.

7. I/We hereby accord my/our consent to an arbitration agreement by virtue of which I/We shall refer all my/our claims, differences or disputes between us which might have arise out of my/our trading, deposits, margin money, etc. in relation to my/our dealings in contracts and transactions which have been made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have entered into, to the arbitration in accordance with the provisions of these Byelaws, Rules and Regulations of the Exchanges.

**I/We hereby confirm that I/We have received a copy of following documents:**

- Account Opening Form
- Trading Account Related Details & Tariff Sheet (Trading & Demat Account)
- Rights and Obligations of Members, Authorised Person and Clients
- Internet and Wireless technology based trading facility provided by Members to Client
- Risk and Disclosure document for capital market and derivative segments
- Guidance note-Do's and Don't for trading on the Exchange(s) for Investors
- Policies and procedures
- Terms & Conditions as mutually agreed by me & FATCA & CRS Terms & Conditions
- Other disclosure/documents as agreed by me specifically in voluntary segment.
- Copy of DDPI (Demat Debit and Pledge Instruction)
- Investor Charter

"Investors may lodge their complaints by sending an email to us or by sending an email at the nearest Investor Service Centre of stock exchange or by sending physical complaint to the nearest investor service centre of stock exchange or through SEBI SCORES 2.0 (Home - scores.sebi.gov.in) or through SMART ODR Portal (<https://smartodr.in/>)."

Sign here:

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

