



OPEN FUTURES & COMMODITIES PRIVATE LIMITED

Client Code

Branch Code

REGISTRATION KIT



Branch Name :

Client Name :

Date of Registration :



OPEN FUTURES & COMMODITIES PRIVATE LIMITED

Member : National Commodity & Derivatives Exchange Ltd.
Multi Commodity Exchange of India Ltd.

SEBI Regn. No.: INZ000087031

Member ID : MCX-40765, NCDEX-01052

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54
Golf Course Road, Gurgaon-122001 (Haryana)

Corporate Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Phones : 011-46662000, 46662020-38, Fax : 011-26292422

E-mail : support@openfutures.in, Log on to : www.openfutures.in

Compliance Officer

Bhawna Joshi Pandey

Phone : 011-46662029

Email : bhawnajoshi@openfutures.in

Director's Detail

Mr. Sanjay Rawal

Phone : 011-46662020

Email : sanjayrawal@openfutures.in

Mrs. Kamakshi Rawal

Phone : 011-46662022

Email : sanjayrawal@openfutures.in

For any grievance/dispute, please contact **OPEN FUTURES & COMMODITIES PRIVATE LIMITED** at the above address or email grievance@openfutures.in and Phone No. +91-11-46662000. In case not satisfied with the response, please contact the concerned exchange(s) at **(NCDEX)** askus@ncdex.com in the Phone No. +91-22-66406084, **(MCX)** grievance@mcxindia.com and Phone No. +91-22-67318888

ACKNOWLEDGEMENT TO OPEN FUTURES FROM CLIENT

To,

Open Futures & Commodities Private Limited

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

I/We intends to open a Commodity Trading account with M/s. Open Futures & Commodities Private Limited who is Member of MCX and NCDEX and undertakes as follows:

1. I/We have been duly aware by Member that client has a preference to receive the below referred documents either in electronic form or in physical form:
 - A. Right and Obligations of Member, Authorized Person and Clients.
 - B. Internet and Wireless technology based trading facility provided by Member to Clients.
 - C. Risk and Disclosure document for commodity market.
 - D. Policies and Procedures
 - E. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
2. I/We am/are further aware by my/our Member that for receiving the above said documents in Electronic or Physical Form, I/We have to accord my/our consent.
3. Therefore, in reference to the above, I/We hereby voluntarily accord my/our consent to receive the aforesaid documents in:-
 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.openfutures.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.

Sign here : 

Client Name: _____

(Tear Here)

RECEIPT OF PHYSICAL KIT

To,

Open Futures & Commodities Private Limited

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

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

- A. Right and Obligations of Member, Authorized Person and Clients.
- B. Internet and Wireless technology based trading facility provided by Member to Clients.
- C. Risk and Disclosure document for commodity market.
- D. Guidance Note-Do's and Don'ts for trading on the Exchange(s) for Investors
- E. Policies and Procedures
- F. Other disclosure/ documents as agreed by me/us specifically in voluntary segment.

Sign here : 

Client Name: _____

Date: _____


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I/We have fully read & understood the distinction and details regarding the Mandatory/Non-Mandatory documents as above and do hereby enter and sign the same and agree not to call into question the validity, enforce ability and applicability of any voluntary agreement(s)/document(s) or clauses within any voluntary/optional agreement(s)/document(s) under any circumstances what so ever.

Sign here : (I) 

DOCKET - A

CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual



Important Instructions:

- A) Fields marked with "*" are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.

For office use only (To be filled by financial institution)

Application Type* New Update

KYC Number (Mandatory for KYC update request)

Account Type* Normal Simplified (for low risk customers) Small

1. PERSONAL DETAILS (Please refer instruction A at the end)

	Prefix	First Name	Middle Name	Last Name
<input type="checkbox"/> Name* (Same as ID proof)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Maiden Name (If any*)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Father / Spouse Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Mother Name*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Date of Birth*	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Gender*	<input type="checkbox"/> M- Male	<input type="checkbox"/> F- Female	<input type="checkbox"/> T-Transgender	
Marital Status*	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	<input type="checkbox"/> Others	
Citizenship*	<input type="checkbox"/> IN- Indian	<input type="checkbox"/> Others (ISO 3166 Country Code <input type="text"/>)		
Residential Status*	<input type="checkbox"/> Resident Individual	<input type="checkbox"/> Non Resident Indian		
	<input type="checkbox"/> Foreign National	<input type="checkbox"/> Person of Indian Origin		
Occupation Type*	<input type="checkbox"/> S-Service (<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector) <input type="checkbox"/> O-Others (<input type="checkbox"/> Professional <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student) <input type="checkbox"/> B-Business <input type="checkbox"/> X- Not Categorised			

PHOTO

Signature / Thumb Impression

2. TICK IF APPLICABLE RESIDENCE FOR TAX PURPOSES IN JURISDICTION(S) OUTSIDE INDIA (Please refer instruction B at the end)

ADDITIONAL DETAILS REQUIRED* (Mandatory only if section 2 is ticked)

ISO 3166 Country Code of Jurisdiction of Residence*

Tax Identification Number or equivalent (If issued by jurisdiction)*

Place / City of Birth* ISO 3166 Country Code of Birth*

3. PROOF OF IDENTITY (PoI)* (Please refer instruction C at the end)

(Certified copy of **any one** of the following Proof of Identity [PoI] needs to be submitted)

<input type="checkbox"/> A- Passport Number <input type="text"/>	Passport Expiry Date <input type="text"/>
<input type="checkbox"/> B- Voter ID Card <input type="text"/>	
<input type="checkbox"/> C- PAN Card <input type="text"/>	
<input type="checkbox"/> D- Driving Licence <input type="text"/>	Driving Licence Expiry Date <input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar) <input type="text"/>	
<input type="checkbox"/> F- NREGA Job Card <input type="text"/>	
<input type="checkbox"/> Z- Others (any document notified by the central government) <input type="text"/>	Identification Number <input type="text"/>
<input type="checkbox"/> S- Simplified Measures Account - Document Type code <input type="text"/>	Identification Number <input type="text"/>

4. PROOF OF ADDRESS (PoA)*

4.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction D at the end)

(Certified copy of **any one** of the following Proof of Address [PoA] needs to be submitted)

Address Type* Residential / Business Residential Business Registered Office Unspecified

Proof of Address* Passport Driving Licence UID (Aadhaar)
 Voter Identity Card NREGA Job Card Others please specify

Simplified Measures Account - Document Type code

Address

Line 1*

Line 2

Line 3

District* Pin / Post Code* State / U.T Code* City / Town / Village* ISO 3166 Country Code*

4.2 CORRESPONDENCE / LOCAL ADDRESS DETAILS * (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details (In case of multiple correspondence / local addresses, please fill 'Annexure A1')

Line 1*
Line 2
Line 3 City / Town / Village*
District* Pin / Post Code* State / U.T Code* ISO 3166 Country Code*

4.3 ADDRESS IN THE JURISDICTION DETAILS WHERE APPLICANT IS RESIDENT OUTSIDE INDIA FOR TAX PURPOSES* (Applicable if section 2 is ticked)

Same as Current / Permanent / Overseas Address details Same as Correspondence / Local Address details

Line 1*
Line 2
Line 3 City / Town / Village*
State* ZIP / Post Code* ISO 3166 Country Code*

5. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off) - Tel. (Res) - Mobile -
FAX - Email ID

6. DETAILS OF RELATED PERSON (In case of additional related persons, please fill 'Annexure B1') (please refer instruction G at the end)

Addition of Related Person Deletion of Related Person KYC Number of Related Person (if available*)

Related Person Type* Guardian of Minor Assignee Authorized Representative

Name* Prefix First Name Middle Name Last Name

(If KYC number and name are provided, below details of section 6 are optional)

PROOF OF IDENTITY [PoI] OF RELATED PERSON* (Please see instruction (H) at the end)

A- Passport Number Passport Expiry Date - -
 B- Voter ID Card
 C- PAN Card
 D- Driving Licence Driving Licence Expiry Date - -
 E- UID (Aadhaar)
 F- NREGA Job Card
 Z- Others (any document notified by the central government) Identification Number
 S- Simplified Measures Account - Document Type code Identification Number

7. REMARKS (If any)

8. APPLICANT DECLARATION

- I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.
- I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

(2) 

[Signature / Thumb Impression]

Date : - -

Place :

Signature / Thumb Impression of Applicant

9. ATTESTATION / FOR OFFICE USE ONLY

Documents Received Certified Copies

KYC VERIFICATION CARRIED OUT BY

Date - -
Emp. Name
Emp. Code
Emp. Designation
Emp. Branch

[Employee Signature]

INSTITUTION DETAILS

Name
Code

[Institution Stamp]

CENTRAL KYC REGISTRY | Instructions / Check list / Guidelines for filling Individual KYC Application Form

General Instructions:

- 1 Fields marked with “*” are mandatory fields.
- 2 Tick ‘✓’ wherever applicable.
- 3 Self-Certification of documents is mandatory.
- 4 Please fill the form in English and in BLOCK Letters.
- 5 Please fill all dates in DD-MM-YYYY format.
- 6 Wherever state code and country code is to be furnished, the same should be the two-digit code as per Indian Motor Vehicle, 1988 and ISO 3166 country code respectively list of which is available at the end.
- 7 KYC number of applicant is mandatory for updation of KYC details.
- 8 For particular section update, please tick (✓) in the box available before the section number and strike off the sections not required to be updated.
- 9 In case of ‘Small Account type’ only personal details at section number 1 and 2, photograph, signature and self-certification required.

A Clarification / Guidelines on filling ‘Personal Details’ section

- 1 **Name:** Please state the name with Prefix (Mr/Mrs/Ms/Dr/etc.). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either **father’s name or spouse’s name** is to be mandatorily furnished. In case PAN is not available father’s name is mandatory.

B Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 **Tax identification Number (TIN):** TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a “Functional equivalent”), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

C Clarification / Guidelines on filling ‘Proof of Identity [PoI]’ section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if ‘Z- Others (any document notified by the central government)’ is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 3 (S).

Document Code	Description
01	Identity card with applicant’s photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

D Clarification / Guidelines on filling ‘Proof of Address [PoA] - Current / Permanent / Overseas Address details’ section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted and undernoted relevant code may be mentioned in point 4.1.

Document Code	Description
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).
02	Property or Municipal Tax receipt.
03	Bank account or Post Office savings bank account statement.
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation.
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.

E Clarification / Guidelines on filling ‘Proof of Address [PoA] - Correspondence / Local Address details’ section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing. No separate PoA is required to be submitted.
- 2 In case of multiple correspondence / local addresses, Please fill ‘**Annexure A1**’

F Clarification / Guidelines on filling ‘Contact details’ section

- 1 Please mention two- digit country code and 10 digit mobile number (e.g. for Indian mobile number mention 91-9999999999).
- 2 Do not add ‘0’ in the beginning of Mobile number.

G Clarification / Guidelines on filling ‘Related Person details’ section

- 1 Provide KYC number of related person if available.

H Clarification / Guidelines on filling ‘Related Person details – Proof of Identity [PoI] of Related Person’ section

- 1 Mention identification / reference number if ‘Z- Others (any document notified by the central government)’ is ticked.

List of two - digit state / U.T codes as per Indian Motor Vehicle Act, 1988

State / U. T.	Code	State / U. T.	Code	State / U. T.	Code
Andaman & Nicobar	AN	Himachal Pradesh	HP	Pondicherry	PY
Andhra Pradesh	AP	Jammu & Kashmir	JK	Punjab	PB
Arunachal Pradesh	AR	Jharkhand	JH	Rajasthan	RJ
Assam	AS	Karnataka	KA	Sikkim	SK
Bihar	BR	Kerala	KL	Tamil Nadu	TN
Chandigarh	CH	Lakshadweep	LD	Telangana	TS
Chattisgarh	CG	Madhya Pradesh	MP	Tripura	TR
Dadra and Nagar Haveli	DN	Maharashtra	MH	Uttar Pradesh	UP
Daman & Diu	DD	Manipur	MN	Uttarakhand	UA
Delhi	DL	Meghalaya	ML	West Bengal	WB
Goa	GA	Mizoram	MZ	Other	XX
Gujarat	GJ	Nagaland	NL		
Haryana	HR	Orissa	OR		

List of ISO 3166 two - digit Country Code

Country	Country Code	Country	Country Code	Country	Country Code	Country	Country Code
Afghanistan	AF	Dominican Republic	DO	Libya	LY	Saint Pierre and Miquelon	PM
Aland Islands	AX	Ecuador	EC	Liechtenstein	LI	Saint Vincent and the Grenadines	VC
Albania	AL	Egypt	EG	Lithuania	LT	Samoa	WS
Algeria	DZ	El Salvador	SV	Luxembourg	LU	San Marino	SM
American Samoa	AS	Equatorial Guinea	GQ	Macao	MO	Sao Tome and Principe	ST
Andorra	AD	Eritrea	ER	Macedonia, the former Yugoslav Republic of	MK	Saudi Arabia	SA
Angola	AO	Estonia	EE	Madagascar	MG	Senegal	SN
Anguilla	AI	Ethiopia	ET	Malawi	MW	Serbia	RS
Antarctica	AQ	Falkland Islands (Malvinas)	FK	Malaysia	MY	Seychelles	SC
Antigua and Barbuda	AG	Faroe Islands	FO	Maldives	MV	Sierra Leone	SL
Argentina	AR	Fiji	FJ	Mali	ML	Singapore	SG
Armenia	AM	Finland	FI	Malta	MT	Sint Maarten (Dutch part)	SX
Aruba	AW	France	FR	Marshall Islands	MH	Slovakia	SK
Australia	AU	French Guiana	GF	Martinique	MQ	Slovenia	SI
Austria	AT	French Polynesia	PF	Mauritania	MR	Solomon Islands	SB
Azerbaijan	AZ	French Southern Territories	TF	Mauritius	MU	Somalia	SO
Bahamas	BS	Gabon	GA	Mayotte	YT	South Africa	ZA
Bahrain	BH	Gambia	GM	Mexico	MX	South Georgia and the South Sandwich Islands	GS
Bangladesh	BD	Georgia	GE	Micronesia, Federated States of	FM	South Sudan	SS
Barbados	BB	Germany	DE	Moldova, Republic of	MD	Spain	ES
Belarus	BY	Ghana	GH	Monaco	MC	Sri Lanka	LK
Belgium	BE	Gibraltar	GI	Mongolia	MN	Sudan	SD
Belize	BZ	Greece	GR	Montenegro	ME	Suriname	SR
Benin	BJ	Greenland	GL	Montserrat	MS	Svalbard and Jan Mayen	SJ
Bermuda	BM	Grenada	GD	Morocco	MA	Swaziland	SZ
Bhutan	BT	Guadeloupe	GP	Mozambique	MZ	Sweden	SE
Bolivia, Plurinational State of	BO	Guam	GU	Myanmar	MM	Switzerland	CH
Bonaire, Sint Eustatius and Saba	BQ	Guatemala	GT	Namibia	NA	Syrian Arab Republic	SY
Bosnia and Herzegovina	BA	Guernsey	GG	Nauru	NR	Taiwan, Province of China	TW
Botswana	BW	Guinea	GN	Nepal	NP	Tajikistan	TJ
Bouvet Island	BV	Guinea-Bissau	GW	Netherlands	NL	Tanzania, United Republic of	TZ
Brazil	BR	Guyana	GY	New Caledonia	NC	Thailand	TH
British Indian Ocean Territory	IO	Haiti	HT	New Zealand	NZ	Timor-Leste	TL
Brunei Darussalam	BN	Heard Island and McDonald Islands	HM	Nicaragua	NI	Togo	TG
Bulgaria	BG	Holy See (Vatican City State)	VA	Niger	NE	Tokelau	TK
Burkina Faso	BF	Honduras	HN	Nigeria	NG	Tonga	TO
Burundi	BI	Hong Kong	HK	Niue	NU	Trinidad and Tobago	TT
Cabo Verde	CV	Hungary	HU	Norfolk Island	NF	Tunisia	TN
Cambodia	KH	Iceland	IS	Northern Mariana Islands	MP	Turkey	TR
Cameroon	CM	India	IN	Norway	NO	Turkmenistan	TM
Canada	CA	Indonesia	ID	Oman	OM	Turks and Caicos Islands	TC
Cayman Islands	KY	Iran, Islamic Republic of	IR	Pakistan	PK	Tuvalu	TV
Central African Republic	CF	Iraq	IQ	Palau	PW	Uganda	UG
		Ireland	IE	Palestine, State of	PS	Ukraine	UA
		Isle of Man	IM	Panama	PA	United Arab Emirates	AE
China	CN	Israel	IL	Papua New Guinea	PG	United Kingdom	GB
Christmas Island	CX	Italy	IT	Paraguay	PY	United States	US
Cocos (Keeling) Islands	CC	Jamaica	JM	Peru	PE	United States Minor Outlying Islands	UM
Colombia	CO	Japan	JP	Philippines	PH	Uruguay	UY
Comoros	KM	Jersey	JE	Pitcairn	PN	Uzbekistan	UZ
Congo	CG	Jordan	JO	Poland	PL	Vanuatu	VU
Congo, the Democratic Republic of	CD	Kazakhstan	KZ	Portugal	PT	Venezuela, Bolivarian Republic of	VE
Cook Islands	CK	Kenya	KE	Puerto Rico	PR	Viet Nam	VN
Costa Rica	CR	Kiribati	KI	Qatar	QA	Virgin Islands, British	VG
Cote d'Ivoire	CI	Korea, Democratic People's Republic	KP	Reunion	RE	Virgin Islands, U.S.	VI
Croatia	HR	Korea, Republic of	KR	Romania	RO	Wallis and Futuna	WF
		Kuwait	KW	Russian Federation	RU	Western Sahara	EH
Curacao	CW	Kyrgyzstan	KG	Rwanda	RW	Yemen	YE
Cyprus	CY	Lao People's Democratic Republic	LA	Saint Barthelemy	BL	Zambia	ZM
Czech Republic	CZ	Latvia	LV	Saint Helena, Ascension and Tristan da Cunha	SH	Zimbabwe	ZW
Denmark	DK	Lebanon	LB	Saint Kitts and Nevis	KN		
Djibouti	DJ	Lesotho	LS	Saint Lucia	LC		
Dominica	DM	Liberia	LR	Saint Martin (French part)	MF		

Important Instructions:

- A) Fields marked with "*" are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
- D) Please read section wise detailed guidelines / instructions at the end.
- E) List of State / U.T code as per Indian Motor Vehicle Act, 1988 is available at the end.
- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike of the sections not required to be updated.



For office use only <small>(To be filled by financial institution)</small>	Application Type* <input type="checkbox"/> New <input type="checkbox"/> Update	KYC Number <input type="text"/>	(Mandatory for KYC update request)
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1. CORRESPONDENCE / LOCAL ADDRESS DETAILS (Please see instruction E at the end)

Same as Current / Permanent / Overseas Address details

Line 1*	<input type="text"/>																				
Line 2	<input type="text"/>																				
Line 3	<input type="text"/>																				
District*	<input type="text"/>				Pin / Post Code*	<input type="text"/>				State / U.T Code*	<input type="text"/>		City / Town / Village*	<input type="text"/>					ISO 3166 Country Code*	<input type="text"/>	

2. CONTACT DETAILS (All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction F at the end)

Tel. (Off)	<input type="text"/>				Tel. (Res)	<input type="text"/>				Mobile	<input type="text"/>													
FAX	<input type="text"/>				Email ID	<input type="text"/>																		

3. APPLICANT DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.

Date : - - Place :

[Signature / Thumb Impression]

Signature / Thumb Impression of Applicant

Important Instructions:

- A) Fields marked with "*" are mandatory fields.
- B) Please fill the form in English and in BLOCK letters.
- C) Please fill the date in DD-MM-YYYY format.
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- F) List of two character ISO 3166 country codes is available at the end.
- G) KYC number of applicant is mandatory for update application.
- H) For particular section update, please tick (✓) in the box available before the section number and strike of the sections not required to be updated.



For office use only Application Type* New Update
 (To be filled by financial institution) KYC Number _____ **(Mandatory for KYC update request)**

1. DETAILS OF RELATED PERSON (Please refer instruction G at the end)

Addition of Related Person Deletion of Related Person KYC Number of Related Person (if available*) _____

Related Person Type* Guardian of Minor Assignee Authorized Representative

Name* Prefix _____ First Name _____ Middle Name _____ Last Name _____

(If KYC number and name are provided, below details of section 1 are optional)

PROOF OF IDENTITY (PoI) OF RELATED PERSON* (Please see instruction (H) at the end)

A- Passport Number _____ Passport Expiry Date DD - MM - YYYY

B- Voter ID Card _____

C- PAN Card _____

D- Driving Licence _____ Driving Licence Expiry Date DD - MM - YYYY

E- UID (Aadhaar) _____

F- NREGA Job Card _____

Z- Others (any document notified by the central government) _____ Identification Number _____

S- Simplified Measures Account - Document Type code _____ Identification Number _____

2. APPLICANT DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.

Date : DD - MM - YYYY Place : _____

 [Signature / Thumb Impression]

 Signature / Thumb Impression of Applicant

3. ATTESTATION / FOR OFFICE USE ONLY

Documents Received Certified Copies

KYC VERIFICATION CARRIED OUT BY	INSTITUTION DETAILS
Date DD MM YYYY Place _____	Name _____
Emp. Name _____	Code _____
Emp. Code _____	[Institution Stamp]
Emp. Designation _____	
Emp. Branch _____	
[Employee Signature]	



KNOW YOUR CLIENT (KYC) Application Form - For Individual

NEW CHANGE REQUEST (Please tick ✓ the appropriate)

Please fill this form in ENGLISH and in BLOCK LETTERS

(Please tick ✓ the box on left margin of appropriate row where CHANGE/CORRECTION is required and provide the details in the corresponding row)

Acknowledgement No. _____

A IDENTITY DETAILS

1. Name of the Applicant _____

2. Father's / Spouse Name _____

3a. Gender Male Female 3b. Marital status Single Married 3c. Date of Birth _____

4a. Nationality Indian Other (Please specify) _____

4b. Status Resident Individual Non Resident Foreign National

5a. Permanent Account Number (PAN) _____

5b. Unique Identification Number (UID) / Aadhaar, if any: _____

6. Specify Proof of Identity submitted PAN card Other (Please specify) _____

PHOTOGRAPH

Please affix
your recent passport
size photograph and
sign across it

B ADDRESS DETAILS

1. Residence / Correspondence Address _____

 City / Town / Village _____ Pin Code _____
 State _____ Country _____

2. Specify the Proof of Address submitted for Residence / Correspondence Address: _____

3. Contact Details
 Tel. (Off.) _____ Fax _____
 Tel. (Res.) _____ Mobile No _____
 E-Mail Id. _____

4. Permanent Address (If different from above or overseas address, mandatory for Non-Resident Applicant)

 City / Town / Village _____ Pin Code _____
 State _____ Country _____

C DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I 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 aware that I may be held liable for it.

Date _____

(3)

Signature of the Applicant

FOR OFFICE USE ONLY

In Person Verification (IPV) Details:
 Name of the person who has done the IPV: _____
 Designation: _____ Employee ID: _____
 Name of the Organization: **Open Futures & Commodities Pvt. Ltd.**
 Date of IPV: _____ Signature of the person who has done the IPV _____

Seal/Stamp of the Intermediary

Originals Verified & Self Attested Document copies received

Date _____ Place : _____

Name & Signature of the Authorised Signatory

INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients, including Promoters/Partners/Karta/Trustees and whole time directors and persons authorized to deal in commodity derivatives on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a regional language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FIPB/FEMA guidelines & other applicable statutory approvals), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted alongwith other statutory approvals required for investment in commodities.
10. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI) : - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public

Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook -- Not more than 3 months old.
4. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/ Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament/Documents issued by any Govt. or Statutory Authority.
5. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
6. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

(*Sufficient documentary evidence in support of such claims to be collected.)

1. Transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim (subject to the continued exemption granted by Government)

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.



KNOW YOUR CLIENT (KYC) Application Form - For Non Individual

NEW CHANGE REQUEST (Please tick ✓ the appropriate)

Please fill this form in ENGLISH and in BLOCK LETTERS

(Please tick ✓ the box on left margin of appropriate row where CHANGE/CORRECTION is required and provide the details in the corresponding row)

Acknowledgement No.

A	IDENTITY DETAILS	PHOTOGRAPH Please affix your recent passport size photograph and sign across it
<input type="checkbox"/>	<p>1. Name of the Applicant _____</p> <p>2a. Date of Incorporation _____ 2b. Place of Incorporation _____</p> <p>3. Date of commencement of business _____</p> <p>4a. Permanent Account Number (PAN) _____</p> <p>4b. Registration No. (e.g. CIN) _____</p> <p>5. Status (Please tick any one)</p> <p><input type="checkbox"/> Private Limited Co. <input type="checkbox"/> Public Ltd. Co. <input type="checkbox"/> Body Corporate <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Charities</p> <p><input type="checkbox"/> NGO's <input type="checkbox"/> FI <input type="checkbox"/> FII <input type="checkbox"/> HUF <input type="checkbox"/> AOP <input type="checkbox"/> Bank</p> <p><input type="checkbox"/> Government Body <input type="checkbox"/> Non-Govt. Organization <input type="checkbox"/> Defense Establishment <input type="checkbox"/> BOI <input type="checkbox"/> Society <input type="checkbox"/> LLP</p> <p><input type="checkbox"/> FPI - Category I <input type="checkbox"/> FPI - Category II <input type="checkbox"/> FPI - Category III <input type="checkbox"/> Others (Please specify) _____</p>	

B	ADDRESS DETAILS
<input type="checkbox"/>	<p>1. Address for Correspondence _____</p> <p>City / Town / Village _____ Pin Code _____</p> <p>State _____ Country _____</p> <p>2. Specify the Proof of Address submitted for Correspondence Address: _____</p> <p>3. Contact Details</p> <p>Tel. (Off.) _____ Fax _____</p> <p>Tel. (Res.) _____ Mobile No _____</p> <p>E-Mail Id. _____</p> <p>4. Registered Address (If different from above) _____</p> <p>City / Town / Village _____ Pin Code _____</p> <p>State _____ Country _____</p>

C	OTHER DETAILS If space is insufficient, enclosed these details separately (illustrative format enclosed)
<input type="checkbox"/>	1. Name, PAN, Residential Address and photographs of Promoters/Partners/Karta/Trustees and whole time directors : _____
<input type="checkbox"/>	2a. DIN OF Whole time directors : _____
<input type="checkbox"/>	2b. AADHAR number of Promoters/Partners/Karta : _____

D	DECLARATION
<p>I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I 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. (4) </p>	
Date _____	Name & Signature of the Director/Authorised Signatory(ies) _____

FOR OFFICE USE ONLY

<p>In Person Verification (IPV) Details:</p> <p>Name of the person who has done the IPV: _____</p> <p>Designation: _____ Employee ID: _____</p> <p>Name of the Organization: Open Futures & Commodities Pvt. Ltd.</p> <p>Date of IPV: _____ Signature of the person who has done the IPV _____</p> <p><input type="checkbox"/> Originals Verified & Self Attested Document copies received</p> <p>Date _____ Place : _____</p>	<p>Seal/Stamp of the Intermediary</p> <p>_____</p> <p>Name & Signature of the Authorised Signatory</p>
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INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS:

1. Self attested copy of PAN card is mandatory for all clients.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
10. For opening an account with Depository Participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark Sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided.
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI) :- List of documents admissible as Proof of Identity:

1. PAN card with photograph. This is mandatory requirement for all applicants except those who are specifically exempt from obtaining PAN (listed in Section D)
2. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address: (*Documents having an expiry date should be valid on the date of submission.)

1. Passport/ Voters Identity Card/ Ration Card/ Registered Lease or Sale

Agreement of Residence/ Driving License/ Flat Maintenance bill/ Insurance Copy.

2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazetted Officer/Notary public/Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FI/sub account Power of Attorney given by FI/sub account to the Custodians (which are duly notarized and/or apostiled or consularised) that gives the registered address should be taken.
8. The proof of address in the name of the spouse may be accepted.

D. Exemptions/clarifications to PAN

(*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50, 000/- p.a.
5. In case of institutional clients, namely, FIs, MFs, VCFs, FVCLs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

1. Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

F. In case of Non-Individuals, additional documents to be obtained from non-individuals, over & above the POI & POA, as mentioned below :

Types of entity	Documentary Requirements
Corporate	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Copy of latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year). <input type="checkbox"/> Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. <input type="checkbox"/> Photograph, POI, POA, PAN of individual promoters holding control-either directly or indirectly. <input type="checkbox"/> Copies of the Memorandum and Articles of Association and certificate of incorporation. <input type="checkbox"/> Copy of the Board Resolution for investment in securities market. <input type="checkbox"/> Authorised signatories list with specimen signatures.
Partnership Firm	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered partnership firms only). <input type="checkbox"/> Copy of partnership deed. <input type="checkbox"/> Authorised signatories list with specimen signatures. <input type="checkbox"/> Photograph, POI, POA, PAN of Partners.
Trust	<input type="checkbox"/> Copy of the balance sheets for the last 2 financial years (to be submitted every year). <input type="checkbox"/> Certificate of registration (for registered trust only). Copy of Trust deed. <input type="checkbox"/> List of trustees certified by managing trustees/CA. <input type="checkbox"/> Photograph, POI, POA, PAN of Trustees.
HUF	<input type="checkbox"/> PAN of HUF. <input type="checkbox"/> Deed of declaration of HUF/ List of coparceners. <input type="checkbox"/> Bank pass-book/bank statement in the name of HUF. <input type="checkbox"/> Photograph, POI, POA, PAN of Karta.
Unincorporated association or a body of individuals	<input type="checkbox"/> Proof of Existence/Constitution document. <input type="checkbox"/> Resolution of the managing body & Power of Attorney granted to transact business on its behalf. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Banks/Institutional Investors	<input type="checkbox"/> Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Foreign Institutional Investors (FII)	<input type="checkbox"/> Copy of SEBI registration certificate. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Army/Government Bodies	<input type="checkbox"/> Self-certification on letterhead. <input type="checkbox"/> Authorized signatories list with specimen signatures.
Registered Society	<input type="checkbox"/> Copy of Registration Certificate under Societies Registration Act. <input type="checkbox"/> List of Managing Committee members. <input type="checkbox"/> Committee resolution for persons authorised to act as authorised signatories with specimen signatures. <input type="checkbox"/> True copy of Society Rules and Bye Laws certified by the Chairman/Secretary.

**Details of Promoters/ Partners/ Karta / Trustees and whole time directors forming
a part of Know Your Client (KYC) Application Form for Non-Individuals**

<p>1. Name _____</p> <p>2. Relationship with Applicant (i.e. promoters, whole time directors etc.) _____</p> <p>3a. PAN <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></p> <p>3b. DIN <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></p> <p>3c. Aadhaar (UID) Number _____</p> <p>4. Residential/ Registered Address _____ _____ City / Town / Village _____ Pin Code _____ State _____ Country _____</p> <p>5. Tel. / Mobile No. _____ <input type="checkbox"/> PEP <input type="checkbox"/> Related to a PEP</p>																																								<p>PHOTOGRAPH</p> <p>Please affix your recent passport size photograph and sign across it</p>

<p>1. Name _____</p> <p>2. Relationship with Applicant (i.e. promoters, whole time directors etc.) _____</p> <p>3a. PAN <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></p> <p>3b. DIN <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr></table></p> <p>3c. Aadhaar (UID) Number _____</p> <p>4. Residential/ Registered Address _____ _____ City / Town / Village _____ Pin Code _____ State _____ Country _____</p> <p>5. Tel. / Mobile No. _____ <input type="checkbox"/> PEP <input type="checkbox"/> Related to a PEP</p>																																									<p>PHOTOGRAPH</p> <p>Please affix your recent passport size photograph and sign across it</p>

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Name & Signature of the Authorised Signatory (ies)

Date :

--	--	--	--	--	--	--	--

ANNEXURE 1 (PART - II)
TRADING ACCOUNT RELATED DETAILS



FOR INDIVIDUALS & NON-INDIVIDUALS

OPEN FUTURES & COMMODITIES PRIVATE LIMITED

PHOTOGRAPH
Please affix
Authorized
Signatories recent
passport size
photograph and
sign across it.

A. OTHER DETAILS

Gross Annual Income Details (please specify)	Income Range per annum : <input type="checkbox"/> Below Rs. 1 Lac <input type="checkbox"/> Rs. 1 Lac to 5 Lac <input type="checkbox"/> Rs. 5 Lac to 10 Lac <input type="checkbox"/> Rs. 10 Lac to 25 Lac <input type="checkbox"/> Rs. 25 Lac to 1 Crore <input type="checkbox"/> >1 Crore OR
Net-Worth as on (Compulsory for Non-Individual Clients)	(date)..... (Rs.) (Net worth should not be older than 1 year)
Occupation (For Individuals Only) (please tick any one and give brief details)	<input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Service <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student <input type="checkbox"/> Business <input type="checkbox"/> Professional <input type="checkbox"/> Farmer <input type="checkbox"/> Others. (Specify) _____
Please tick, as applicable (For Individuals Only)	<input type="checkbox"/> Politically Exposed Person (PEP) <input type="checkbox"/> Related to Politically Exposed Person (PEP) <input type="checkbox"/> Not a Politically Exposed Person (PEP) <input type="checkbox"/> Not Related to Politically Exposed Person (PEP)
Name, PAN, residential address and photographs of Promoters/Partners/Karta/Trustees and whole time directors :	
(If you have a landline connection, kindly provide the same)	

B. BANK ACCOUNT(S) DETAILS

Bank Name	Branch Address	Bank Account Number	Account Type	MICR Number	IFSC Code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others		

Note : Provide a copy of cancelled cheque leaf/pass book/bank statement specifying name of the client, MICR Code or/and IFSC Code of the Bank.

C. DEPOSITORY ACCOUNT(S) DETAILS, if available

Depository Participant Name	Name of Depository	Beneficiary Name	DP ID	Beneficiary ID (BO ID)
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

Note : Provide a copy of either Demat Master or a recent holding statement issued by DP bearing name of the client.

D. TRADING PREFERENCES

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

Sr. No.	Name of the National Commodity Exchanges	Date of consent for trading on concerned Exchange	Signature of the Client
1.	MCX <input type="checkbox"/> Future <input type="checkbox"/> Option		(5a)
2.	NCDEX <input type="checkbox"/> Future <input type="checkbox"/> Option		(5b)

[In case of allowing a client for trading on any other Exchange at a later date, which is not selected now, a separate consent letter is required to be obtained by the Member from client and to be kept as enclosure with this document]

E. INVESTMENT / TRADING EXPERIENCE

- No Prior Experience
- _____ Years in Commodities
- _____ Years in other investment related fields

F. GST DETAILS (As applicable, State wise)

Legal Name			
Trade Name			
GSTIN		Registration Date	
Name of the State		State Code	
Other State GSTIN		Registration Date	
Name of the State		State Code	

G. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/taken by SEBI / Stock Exchange / Commodity Exchange / any other authority against the client or its Partners / Promoters / Whole Time Directors / Authorized Persons incharge during the last 3 years :

H. DEALING THROUGH OTHER MEMBERS

If client is dealing through any other Member, provide the following details (in case dealing with multiple Member's/AP's, provide details of all in a separate sheet containing all the information as mentioned below) :

Member's/Authorised Person(AP)'s Name			
Exchange			
Exchange's Registration No.			
Concerned Member's Name with whom the AP is registered			
Registered Office Address			
Tel.:		Fax	
E-mail		Website	
Client Code			
Details of disputes / dues pending from/to such Member / AP:			

I. INTRODUCER DETAILS (optional)

Name of the introducer	(Surname)	(Name)	(Middle Name)
Status of the Introducer	<input type="checkbox"/> Authorised Person <input type="checkbox"/> Existing Client <input type="checkbox"/> Others (Pl. Specify) _____		
Address and Phone No. of the Introducer	_____ _____		
		Signature of the Introducer	

J. ADDITIONAL DETAILS

<input type="checkbox"/> Whether you wish to receive communication from Member in electronic form on your Email-id.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes then please fill in Appendix - A)
---	---

K. NOMINATION DETAILS (For Individual Clients only)

<input type="checkbox"/> I/We wish to nominate <input type="checkbox"/> I/We do not wish to nominate	
Name of the Nominee	_____
Relationship with the Nominee	_____
PAN of Nominee	_____ Date of Birth of Nominee _____
Address and Ph. No. of the Nominee	_____ _____
If Nominee is a minor, details of guardian :	
Name of the Guardian	_____
Address and Ph. No. of Guardian	_____ _____
Signature of Guardian	_____

WITNESSES (Only applicable in case the account holder has made nomination)

Name	_____	Name	_____
Signature	_____	Signature	_____
Address	_____ _____	Address	_____ _____

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 tariff sheet and all voluntary/non-mandatory documents.
- I/We further confirm having read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document' and 'Do's and Dont's'. I/We do hereby agree to be bound by such provisions as outlined in these documents. I/We have also been informed that the standard set of documents has been displayed for Information on Member's designated website i.e. www.openfutures.in

Place	_____
-------	-------

Date	_____
------	-------

(6)  _____
 Signature of Client / (all) Authorised Signatory(ies)*

*Form need to be signed by all the authorized signatories (In case of Non-Individual Clients).

FOR OFFICE USE ONLY

UCC Code allotted to the Client : _____

	Documents verified with Originals
Name of the Employee	
Employee Code	
Designation of the Employee	
Date	
Signature	

I / We undertake that we have made the client aware of tariff sheet and all the voluntary/non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD, 'Do's and Dont's' and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the tariff sheet and all the voluntary/non-mandatory documents would be duly intimated to the clients. I/We also undertake that any change in the 'Rights and Obligations' and RDD would be made available on my/our website www.openfutures.in, for the information of the clients.

For **Open Futures & Commodities Private Limited**

Signature of the Authorised Signatory

Seal / Stamp of the Member

Date : _____

TARIFF SHEET**BROKERAGE STRUCTURE**

Brokerage Slab	%	Minimum Paisa	Sign here in case of any cutting
Normal	<input type="text" value=""/>	<input type="text" value=".00"/>	
Delivery	<input type="text" value=""/>	<input type="text" value=".00"/>	
Spot Trading	<input type="text" value=""/>	<input type="text" value=".00"/>	

Important Note : In case if you have not opted for ECN, Contract note would be send in physical and up to Rs. 25/- per trade date would be charged as a minimum processing fee which is in addition to the total brokerage. Further, in addition to Exchange levied penalty for short/non collection of margin, a delay payment charges up to @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 commodity / shares between pool / beneficiary / margin account for pay in / payout or margin purpose will be charged. SEBI Turnover Fees / Risk Management Fees / Transaction charges / Clearing charges / Statutory charges / Courier / Administration / Processing / Warehouse charges / Open interest charges/or any other charges and penalties prescribed / levied by Exchange / Regulatory authority from time to time will be charged as applicable.

Sign here : (7) 

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:-

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

i. Risk of Higher Volatility

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

ii. Risk of Lower Liquidity

- a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number of orders available in a market, greater is the liquidity. Liquidity is

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

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

iii. Risk of Wider Spreads

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

iv. Risk-reducing orders

- a. Most of the Exchanges have a facility for investors to place “limit orders”, “stop loss orders” etc. Placing of such orders (e.g. “stop loss” orders or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.
- b. A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that commodity derivatives contract.
- c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the client received price protection, there is a possibility that the order may not be executed at all.
- d. A stop loss order is generally placed “away” from the current price of a commodity derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the contract approaches pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

v. Risk of News Announcements

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

vi. Risk of Rumours

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

vii. System Risk

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

viii. System/ Network Congestion

- a. Trading on 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:

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

Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.
2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and

thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

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-operate with the Member in all its dealings with the client(s).

CLIENT INFORMATION

8. The client shall furnish all such details in full as are required by the Member in "Account Opening Form" with supporting details, made mandatory by commodity exchanges/SEBI from time to time.
 9. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the Member shall be non-mandatory; therefore, subject to specific acceptance by the client.
 10. The client shall immediately notify the Member in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the Member on a periodic basis.
- II. 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 II.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.
- II. B.
- a. "Non-negotiated contract" means a contract whose terms, other than the terms contained in point II.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 II.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.
- II. 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 II.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.;
 - iii. make best efforts to ensure that any personal information relating to a Client that it holds is accurate, up to date and complete;
 - iv. ensure that Clients can obtain reasonable access to their personal information, subject to any exceptions that the Regulator may specify; and
 - v. allow Clients an effective opportunity to seek modifications to their personal information to ensure that the personal information held by the Member is accurate, up to date and complete.
 - b. A Member may disclose personal information relating to a Client to a third party only if—
 - i. it has obtained prior written informed consent of the Client for the disclosure, after giving the Client an effective opportunity to refuse consent;
 - ii. the Client has directed the disclosure to be made;
 - iii. the Regulator has approved or ordered the disclosure, and unless prohibited by the relevant law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - iv. the disclosure is required under any law or regulations, and unless prohibited by such law or regulations, the Client is given an opportunity to represent under such law or regulations against such disclosure;
 - v. the disclosure is directly related to the provision of a financial product or financial service to the Client, if the Member—
 1. informs the Client in advance that the personal information may be shared with a third party; 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 ed 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 therefrom. 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 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.
 - 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—
 - the Client's right to seek redress for any complaints; and
 - 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 Member must—
 - make all efforts to obtain correct and adequate information about the relevant personal circumstances of a Client; and
 - ensure that the advice given is suitable for the Client after due consideration of the relevant personal circumstances of the Client.
 - 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.
 - If a Client intends to avail of a financial product or financial service that the Member determines unsuitable for the Client, the Member—
 - must clearly communicate its advice to the Client in writing and in a manner that is likely to be understood by the Client; and
 - 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 member must—
 - provide a Client with information regarding any conflict of interests, including any conflicted remuneration that the Member has received or expects to receive for making the advice to the Client; and

- ii. give priority to the interests of the Client if the Member knows, or reasonably ought to know, of a conflict between—
 - 1. its own interests and the interests of the Client; or
 - 2. the interests of the concerned Member and interests of the Client, in cases where the Member is a financial representative.
 - b. The information under point 16a.i. must be given to the Client in writing and in a manner that is likely to be understood by the Client and a written acknowledgement of the receipt of the information should be obtained from the Client.
 - c. In this section, “conflicted remuneration” means any benefit, whether monetary or non-monetary, derived by a Member from persons other than Clients, that could, under the circumstances, reasonably be expected to influence the advice given by the Member to a Client.
37. The Member shall send a complete ‘Statement of Accounts’ for both funds and commodities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement 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.
38. 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.
39. The Client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with Member and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

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.
40. In case, where a member surrenders his/her/its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to transactions executed on the trading system of the Exchange, ensure that client lodge a claim with the Exchange within the stipulated period and with the supporting documents.
41. A. Protection from unfair conduct which includes misleading conduct & abusive conduct
 - a. Unfair conduct in relation to financial products or financial services is prohibited.
 - b. “Unfair conduct” means an act or omission by a Member or its financial representative that significantly impairs, or is likely to significantly impair, the ability of a Client to make an informed transactional decision and includes—
 - i. misleading conduct under point 41.B
 - ii. abusive conduct under point 41.C
 - iii. such other conduct as may be specified.

ADDITIONAL RIGHTS AND OBLIGATIONS

34. The Member and client shall reconcile and settle their accounts from time to time as per the Rules, Business Rules, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
35. The Member shall issue a contract note to his clients for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The Member shall send contract notes to the investors within 24 hours of the execution of the trades in hard copy and/or in electronic form using digital signature.
36. The Member shall make pay out of funds or delivery of commodities as per the Exchange Rules, Bye-Laws, Business Rules and Circulars, as the case may be, to the Client on receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
- 41.B.
 - a. Conduct of a Member or its financial representative in relation to a determinative factor is misleading if it is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise, and the conduct involves—
 - i. providing the Client with inaccurate information or information that the Member or financial representative does not believe to be true; or
 - ii. providing accurate information to the Client in a manner that is deceptive.
 - b. In determining whether a conduct is misleading under point 41.B.a, the following factors must be considered to be “determinative factors”—
 - i. the main characteristics of a financial product or financial service, including its features, benefits and risks to the Client;
 - ii. the Client’s need for a particular financial product or financial service or its suitability for the Client;
 - iii. the consideration to be paid for the financial product or financial service or the manner in which the consideration is calculated;

- iv. the existence, exclusion or effect of any term in a financial contract, which is material term in the context of that financial contract;
- v. the nature, attributes and rights of the Member, including its identity, regulatory status and affiliations; and
- vi. the rights of the Client under any law or regulations.

41.C.

- a. A conduct of a Member or its financial representative in relation to a financial product or financial service is abusive if it—
 - i. involves the use of coercion or undue influence; and
 - ii. causes or is likely to cause the Client to take a transactional decision that the Client would not have taken otherwise.
- b. In determining whether a conduct uses coercion or undue influence, the following must be considered-
 - i. the timing, location, nature or persistence of the conduct;
 - ii. the use of threatening or abusive language or behaviour;
 - iii. the exploitation of any particular misfortune or circumstance of the Client, of which the Member is aware, to influence the Client's decision with regard to a financial product or financial service;
 - iv. any non-contractual barriers imposed by the Member where the Client wishes to exercise rights under a financial contract, including—
 - v. the right to terminate the financial contract;
 - vi. the right to switch to another financial product or another Member and
 - vii. a threat to take any action, depending on the circumstances in which the threat is made.

ELECTRONIC CONTRACT NOTES (ECN)

- 42. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id (created by the client) to the Member (Kindly refer Appendix A of Annexure I). Member shall ensure that all the rules/Business Rule/Bye-Laws/ circulars issued from time to time in this regard are complied with. The client shall communicate to the Member any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
- 43. The Member shall ensure that all ECN s sent through the e-mail shall be digitally signed, encrypted, non-tamperable and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
- 44. The client shall note that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note at the e-mail ID of the client.
- 45. The Member shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the Member for the specified period under the extant rules/circulars/guidelines issued by SEBI/Commodity exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The Member shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant rules/circulars/ guidelines issued by SEBI/Commodity exchanges.

46. The Member shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the Member shall send a physical contract note to the client within the stipulated time under the extant Regulations/ Rules, Bye-Laws, Business Rules and Circulars of SEBI/commodity exchanges and maintain the proof of dispatch and delivery of such physical contract notes.

47. In addition to the e-mail communication of the ECNs to the client, the Member shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

48. The Electronic Contract Note (ECN) declaration form obtained from the Client who opts to receive the contract note in electronic form. This declaration will remain valid till it is revoked by the client.

LAW AND JURISDICTION

49. In addition to the specific rights set out in this document, the Member, Authorised Person and the client shall be entitled to exercise any other rights which the Member or the client may have under the Rules, Bye-laws and Business Rules of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules of SEBI.

50. The provisions of this document shall always be subject to Government notifications, any rules, guidelines and circulars/notices issued by SEBI and Circulars, Rules, Business Rules and Bye laws of the relevant commodity exchanges, where the trade is executed, that may be in force from time to time.

51. The Member and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal, if either party is not satisfied with the arbitration award.

52. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations/Business Rules and circulars/notices issued thereunder of the Exchanges/SEBI.

53. All additional voluntary/non mandatory clauses/ document added by the Member should not be in contravention with Rules/ Business Rules/Notices/ Circulars of Exchanges/ SEBI. Any changes in such voluntary clauses/ document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/ SEBI shall also be brought to the notice of the clients.

54. If the rights and obligations of the parties hereto are altered by virtue of change in Rules of SEBI or Bye-laws, Rules and Business Rules of the relevant commodity exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

55. Members are required to send account statement to their clients every month.

**INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY MEMBERS TO CLIENT
(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)**

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

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

Do's

1. Trade only through Registered Members of the Exchange. Check from the Exchange website at following link to see whether the Member is registered with the Exchange.
For MCX : <http://www.mcxindia.com/SitePages/MembersDetails.aspx>.
For NCDEX : <http://www.ncdex.com/Membership/Memberdirectory.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>
For NCDEX : <http://www.ncdex.com/MarketData/VerifyTrade.aspx>
The trades can be verified online where trade information is available up to 5 working days from the trade date.
7. Insist on a duly signed Contract Note in specified format for every executed trade within 24 hours of trade, highlighting the details of the trade along with your UCC.
8. Ensure that the Contract Note contains all the relevant information such as Member Registration Number, Order No., Order Date, Order time, Trade No., Trade rate, Quantity, Arbitration Clause, etc.
9. Obtain receipt for collaterals deposited with the Member towards margins.
10. Go through the Rules, Bye-laws, Regulations, Circulars, Directives, Notifications of the Exchange as well as of the Regulators, Government and other authorities to know your rights and duties vis-à-vis those of the Member.
11. Ask all relevant questions and clear your doubts with your Member before transacting.
12. Insist on receiving the bills for every settlement.
13. Insist on Monthly statements of your ledger account and report any discrepancies in the statement to your Member within 7 working days. In case of unsatisfactory response report the discrepancy to the Exchange within 15 working days from the date of cause of action.
14. Scrutinize minutely both the transaction & holding statements that you receive from your Depository Participant.
15. Keep Delivery Instruction Slips (DIS) book issued by DPs in safe possession.
16. Ensure that the DIS numbers are preprinted and your account number (UCC) is mentioned in the DIS book.
17. Freeze your Demat account in case of your absence for longer duration or in case of not using the account frequently.
18. Pay required margins in time and only by Cheque and ask for receipt thereof from the Member.
19. Deliver the commodities in case of sale or pay the money in case of purchase within the time prescribed.
20. Understand and comply with accounting standards for derivatives.
21. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the Member. Note that the clauses as agreed between you and the Member cannot be changed without your consent.
22. Get a clear idea about all brokerage, commissions, fees and other charges levied by the Member on you for trading and the relevant provisions/ guidelines specified by SEBI/Commodity exchanges.

23. Make the payments by account payee cheque in favour of the Member. Ensure that you have a documentary proof of your payment/deposit of commodities with the Member, stating date, commodity, quantity, towards which bank/demat account such money or commodities (in the form of warehouse receipts) deposited and from which bank/ demat account.
24. The payout of funds or delivery of commodities (as the case may be) shall not be made to you within one working day from the receipt of payout from the Exchange, in case you have given specific authorization for maintaining running account to the member. Thus, in this regard, the running account authorization provided by you to the Member shall be subject to the following conditions :
 - a) Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at 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/Authorised Person then you may take up the matter with the concerned Commodity exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

Don'ts

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

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 client's 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 haircut). 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 2% per month 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 Open Futures & Commodities 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 an 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

Open Futures & Commodities 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 Open Futures & Commodities 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. Open Futures & Commodities 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 stock broker 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 Open Futures & Commodities 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 stock broker provided the same is intimated via email / writing or reflected in the client's login.

DOCKET - B

INTERNET & WIRELESS TECHNOLOGY BASED TRADING LETTER

To,
Open Futures & Commodities Private Limited
Member : **MCX & NCDEX**
Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001
Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

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 stock brokers 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 : (8) 

For

Name : _____

Trading Code : _____

Mobile No: _____

DISCLOSURE INFORMATION

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)/ National Commodity & Derivative Exchange Ltd. (NCDEX).

Thanks & best regards,

Sign here : (9) 

I acknowledge the receipt of the information given by Open Futures & Commodities Private Limited that they do client based trading and Pro-account trading.

For Open Futures & Commodities Private Limited

Authorised Signatory / Director

Open Futures & Commodities Private Limited**Member : MCX & NCDEX**

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Dear Sir,

I/We _____ a client with member M/s. **OPEN FUTURES & COMMODITIES PVT. LTD.** of _____ Exchange undertakes as follows:

- I/We am/are aware that the member has to provide physical contract note in respect of all the trades placed by me/us unless I/We myself want the same in the electronic form.
- I/We am/are aware that the member has to provide electronic contract note for my/our convenience on my/our request only.
- Though the member is required to deliver physical contract note, I/We find that it is inconvenient for me/us to receive physical contract notes. Therefore, I/We am/are voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out/ ordered by me/us.
- I/We have access to a computer and am/are a regular internet user, having sufficient knowledge of handling the email operations.
- My/our email id is* _____.
This has been created by me/us and not by someone else.
- I/We am/are aware that this declaration form should be in English or in any other Indian language known to me/us.
- I/We am/are 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/us. I/We am/are aware of the risk involved in dispensing with the physical contract note, and do hereby take full responsibility for the same.


***(The email id must be written in own handwriting of the client.)**

Client Name: _____

Unique Client Code : _____

PAN: _____

Address : _____

Sign here : (10) 

Date : _____ Place: _____

Verification of the client signature done by,

Name of the designated officer of the Member _____

Signature _____

RUNNING ACCOUNT AUTHORISATION

To,

Open Futures & Commodities Private Limited

Date : _____

Member : MCX & NCDEX

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

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 exchanges. Subject to your discretion and valuation, please treat my / our collaterals and funds lying to my/our credit in running accounts as margin / collateral for my / our dealings / trading.
4. I/We further authorize you to debit/credit/transfer the funds between the various commodity Exchanges to clear / set off / adjust my / our debit balance or various dues payable to you / Exchange(s).
5. I / We acknowledge that I / We can revoke the above mentioned running account authority 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.
While settling my/our A/c, you are hereby authorised to retain balance up to 50,000/- or such other amount as may be prescribed by SEBI/Exchange from time to time. In case of credit balance of my/our account is less than 50,000 or other prescribed amount then no settlement may require to be done.
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,

Sign here : (I I) 

Name _____

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

VERBAL ORDER ACCEPTANCE AUTHORISATION

To,
Open Futures & Commodities Private Limited

Date : _____

Member : MCX & NCDEX

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001
Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Dear Sir,

I/we am/are dealing with you as client at MCX/NCDEX in Derivative Segment. As my/our broker i.e. agent I/We direct and authorize you to carry out trading/ dealing on my/our behalf as per instruction given below.

I/We agree and acknowledge that it is advised by you that I/We should give instruction for order placement/ modification and cancellation in writing and to avoid disputes, I/We must give instruction in exactly the format given below in duplicate (carbon copy/ photocopy only) and take signatures of at least two authorized officers at the branch along with company stamp on the carbon copy/ photocopy of the instructions in acknowledgment of receipt of my our instructions.

However as I/We shall be dealing by ordering over phone and even if we visit the branch, the fluctuations in market are so quick, that it is not practical to give written instructions for order placement/modification and cancellation, I/We hereby authorize you to accept my/our authorized representative's verbal instructions for order placement/modification and cancellation in person or over phone (fixed line/mobile phone) and execute the same. I/ We understand the risk associated with verbal orders and accept the same, and agree that I/We shall be liable for all losses, damages and actions which may arise as a consequence of your adhering to and carrying out my/our directions given above.

Thanking you,

Yours faithfully,

Sign here : (12) 

Name _____

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), circular no NCDEX/TRADING-114/2006/247 dated September 28, 2008 issued by the National Commodity & Derivatives Exchange Limited (NCDEX), 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 Open Futures & Commodities Private Limited.

OR

I/We hereby declare that I/we are also trading in Commodities through _____ (name of the Trading Member) having Member ID _____ in MCX NCDEX under the Client ID _____ and through _____ name of the Trading Member having Member ID _____ in MCX NCDEX under the Client ID _____.


I/We hereby declare and undertake that I/we will not exceed the position limits prescribed from time to time by MCX/NCDEX 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/NCDEX through you or through any other member(s) of MCX/NCDEX, to enable you to restrict our position limit as prescribed by the above referred circular of MCX/NCDEX as modified from time to time.

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

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

Yours faithfully,

Sign here : (13) 

Name _____

LETTER OF AUTHORITY TO TRADE

(In case of Corporate/Partnership Firm/Trust etc.)

Open Futures & Commodities Private Limited

Member : MCX & NCDEX

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Dear Sir,

Sub : Authority to Trade on my behalf


I/we am/are the holder of a trading account bearing number.....(Here in after referred to as the "Account") opened and maintained with you and wish to appoint/nominate..... (Here in after referred to as the "Representative"), s/d of..... aged about.....years, presently residing at to perform all or any of the following acts, deeds and things. for and on my/our behalf and in my/our interest.

1. To operate the Account on my/our behalf.
2. To issue necessary instructions to you, for purchase, sale or transfer of Commodities from or to the Account as per Representative own judgment and to sign necessary documents. wherever required effectuating such instructions of purchase. sale or transfer of Commodities from or to the Account.
3. To make or cause to make payments to Open Futures & Commodities Private Limited (OFCPL) whenever necessary. and in accordance with my/our obligations in accordance with the terms and conditions of various agreements executed between me/us and OFCPL.
4. To duly honour all my/our contractual obligations under various agreements executed between me/us and OFCPL including but not limited to the RIGHTS AND OBLIGATIONS OF OFCPL, AUTHORIZED PERSONS AND me/us as prescribed by FMC and Commodity Exchanges and/or any other undertaking, commitment issued by my/us in favour or OFCPL.
5. To accept contract notes and other documents from OFCPL on my/our behalf and report any discrepancy therein to OFCPL within the prescribed time frame.
6. To receive & accept necessary telephonic calls pertaining to margin &/or trade confirmation from OFCPL at telephone no. & undertake to update this contact detail in writing with OFCPL in the event of any such change. taking place at any time in future.
7. To sincerely abide by the Statutes, Rules, Regulations and Guidelines prescribed for the purpose and in relation to the operation of the Account.
 - a. I/we hereby agrees and undertakes that all such acts, deeds and things done by the Representative shall be deemed to be binding Upon me/us as the same has been done by me/us only and I/we shall hereby ratify all and such acts, deeds. or things done by Representative in any manner whatsoever in discharge of the duties conferred upon him/her under the present instrument.
 - b. I/we hereby agree and undertake to indemnify and keep OFCPL including its directors. officers and employees indemnified against any loss, claims. liabilities, obligations. damages. deficiencies, actions, suits, or proceedings aroused / accrued or caused to the OFCPL for any wrong act, deed or thing done by the Representative in any manner whatsoever in exercise of the powers conferred upon him.
 - c. I/we further undertake and agree not to challenge any act, deed or things done by said Representative in any manner.
 - d. I/we hereby agree and acknowledge that this letter of Authority shall be effective and operational until OFCPL received and acknowledged revocation letter at its registered office.

Name : _____

Client Code : _____

Date : _____

Sign here : (14) 

FOR REGISTRATION AND VERIFICATION OF MOBILE NUMBER AND E-MAIL ADDRESS

Date : _____

Member Id's :
40765 (MCX)
01052 (NCDEX)

To,
The Compliance Officer
Open Futures & Commodities Private Limited

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001
Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

I/We am/are aware that MCX and NCDEX provide SMS/email alerts to the constituents (clients) of its member for trades executed on its platform. I/We hereby provide and confirm my/our mobile number and/or email address as stated below for the purpose of receipt of SMS/email alerts.

- I want to receive transaction alerts in SMS as well as email from Exchanges.
- I want to receive transaction alerts only in SMS from Exchanges.
- I want to receive transaction alerts only in Email from Exchanges.
- I do not want to receive any transaction alerts from Exchanges, specify reason

.....

The alerts should be sent on :

Mobile number (enter 10 digit mobile no.)

--	--	--	--	--	--	--	--	--	--

E-mail Id.....

I/We agree to the terms and conditions specified by the Exchange in its circular no. FMC/4/2012/C/13 dated 02/02/2012 as modified from time to time. I/We am/are aware that the receipt of SMS/E-mail alerts on the above mobile number and/or email address can be stopped only on my/our written request.

Name of the Client..... Sign here : (15) 

--

Client Id

DECLARATION FOR MOBILE NUMBER

I, _____ having Pan No. _____ do hereby declare that my mobile no. is _____. Further, I authorize Open Futures & Commodities Private Limited that the same maybe used for giving me any information/alert/sms/call.

I further declare the above mentioned statement is true and correct.

Name of the Client : _____

Sign here : (16) 


--

Date : _____

DECLARATION BY THE USER

I/We hereby declare that I/We am/are aware about the Rules, Byelaws, Regulations and Circulars issued there under by the Exchanges and SEBI that may in force from time to time and understand that appropriate action may be initiated by the Exchange(s) and SEBI in case of violation of the Rules, Byelaws, Regulations and Circulars issued by the Exchange(s) and SEBI. I further agree to become an approved User (Internet) of Open Futures & Commodities Private Limited. I would intimate the Exchange on ceasing to be an Approved user of Open Futures & Commodities Private Limited. I/We certify that I/We have not applied for any other Internet User ID for which this ID's now being applied for. I/We will not allow anybody else to access/ use such Trading System using the Internet User ID so allotted to me/us.

I/We shall keep complete secrecy of the password and undertake not to disclose the password to any person.

Sign here : (17) 


Date : _____

Place : _____

CLIENT DEFAULTER DECLARATION

I, _____ having PAN no. _____ do hereby declare that I have not been involved in any terrorist activity and I have not been declared as defaulter or my name is not appearing in defaulter database as per SEBI/Various Exchanges/ Regulatory bodies/CIBIL (Credit Information Bureau of India Ltd.) etc.

I further declare that the above mentioned declaration/statement is true and correct.

Sign here : (18) 

Client Name: _____

Client Code: _____

Date: _____

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

DECLARATION FOR NAME MISMATCH


I hereby declare that

1. My name mentioned in PAN Card is _____
2. In additional I D Proof i.e. Voter Id / Passport / Driving License it is _____
3. In Bank A/c No. _____ it is _____
4. In _____ is this _____

Further I declare that the names mentioned in above details document pertains to me, therefore I request my account and make all payouts in the same name as mentioned in my bank proof.

Thanks

Name of the Client : _____

Sign here : (19) 

Date : _____

DECLARATION BY KARTA & ALL THE CO-PARCENERS

To,
Open Futures & Commodities Private Limited

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001
Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

1. Whereas the Hindu Undivided Family of.....is carrying on business in the firm name and style of..... ator we intent to deal have or desire to have Commodities Trading Account with Open Futures & Commodities Private Limited (hereinafter referred as Member). We undersigned, hereby confirm and declare that we are the present adult co-parceners of the said joint family; that Mr./Mrs..... is the present Karta of the said joint family.
2. We confirm that affairs of HUF firm are carried on mainly by the Karta Mr/ Mrs. on behalf and in the interest and for the benefits of all the co-parceners. We hereby authorize the Karta on behalf of the HUF to deal with the member and the said trading member is hereby authorized to honor all instructions oral or written, given by him on behalf of the HUF. He is authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through the member on behalf of the HUF.

He is also authorize to sign execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this purpose. We are, however, jointly and severally responsible for all liabilities of the said HUF firm shall be recoverable from the assets of any one or all of us and also from the estate of the said joint family including the interest thereon of every co-parceners of the said joint family, including the share of the minor co parceners, if any.
3. We undertake to advise the member in writing of any change that may occur in the Karta ship or in the constitution of the said joint family or of the said HUF firm and until receipt of such notice by the member who shall be binding on the said joint family and the said HUF firm and on our respective estates. We shall, however continue to be liable jointly and severally to the member for all dues obligations f the said HUF firm in the Member's book on the date of the receipt of such notice by the member and until all such dues and obligations shall have been liquidated and discharged.
4. The names and dates of the birth of all the present minor & major co-parceners of the said joint family are given below. We also undertake to inform you in writing as and when each of the said members attains the majority and is authorized to act on behalf of, and bind the said HUF firm.

List of Family Members

S. No.	Name of the Co-parceners (Including Minor also)	Relationship with Karta	PAN No.	Address (if other than Karta's address)	Date of Birth	Signature
1.						
2.						
3.						
4.						
5.						
6.						

Note : For NCDEX clients, in case of adult family member provide copy of PAN card or any other ID proof (DL/Voter ID/ Passport). In case of Minor Family Member provide copy of age certificate (Birth Certificate/School Leaving Certificate).

Name of the HUF : _____

Signature of Karta with Rubber Stamp

Date : _____ Place : _____



FATCA & CRS Declaration - Individual

PAN Trading Code DP Code

Name Gender Male Female

Place of Birth Country of Birth

Nationality

Address Type Residential Business Residential / Business

Annual Income Below Rs. 1 Lac Rs. 1 Lac to 5 Lac Rs. 5 Lac to 10 Lac
 Rs. 10 Lac to 25 Lac Rs. 25 Lac to 1 Crore > 1 Crore

Net Worth **Amount Rs.**..... Net Worth as on

(Net worth should not be older than 1 year)
Occupational Detail Business Private Sector Professional Government Service Public Sector
 Agriculturist Housewife Student Retired Forex Dealer Others Pl. Specify

Politically Exposed Person (PEP) Related to Politically Exposed Person (RPEP)

Are you a tax resident of any country other than India Yes No

If yes please indicates the all countries in which you are resident for tax purpose and the associated Tax ID number below.

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other, please specify)
1.			
2.			
3.			

CERTIFICATION

I/We have understood the information requirements of this form (read along with the FATCA & CRS instructions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and conditions below and hereby accept the same.

Sign here : (20)

Date :

Place :

For Investor convenience, Open Futures & Commodities Pvt. Ltd. collecting this mandatory information for updating across all Group Companies of Open Futures & Commodities Pvt. Ltd. whether you are already an investor or would become an investor in future.

Please submit the form fully filled, signed, for all the holders, separately, and submit or dispatch the hard copy to

Open Futures & Commodities Pvt. Ltd.
403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

FATCA & CRS terms & Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H as part of income tax Rules 1962, which Rules require Indian financial Institution to seek additional personal ,tax and beneficiary owner information and certain certification and documentation from all account holders. In relevant cases, information will have to be reported to tax authorities /appointed agencies .Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you , please ensure you advise us promptly i.e, within 30 days.

It is important that you respond to our request, even if you believe you have already supplied any previously requested information.



Open Futures & Commodities Pvt. Ltd.

FATCA & CRS Declaration - Non-Individual

PAN Trading Code DP Code

Name

Place of Incorporation Country of Incorporation

Address Type Residential Business Residential / Business

Gross Annual Income Below Rs. 1 Lac Rs. 1 Lac to 5 Lac Rs. 5 Lac to 10 Lac

Rs. 10 Lac to 25 Lac Rs. 25 Lac to 1 Crore > 1 Crore

Net Worth Amount Rs..... Net Worth as on
 (Net worth should not be older than 1 year)

Please tick the applicable tax resident declaration -

1. Is "Entity" a tax resident of any country other than India Yes No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below.)

Sr. No.	Country	Tax Identification Number	Identification Type (TIN or Other, please specify)
1.			
2.			
3.			

In case Tax Identification Number is not available, kindly provide its functional equivalent.

In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc.

In case the Entity's Country of Incorporation / Tax residence is U.S. but Entity is not a Specified U.S. Person, mention Entity's exemption code here

PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1. We are a, Financial institution (Refer 1 Part of C) or Direct reporting NFE (Refer 3(vii) Part of C) (please tick as appropriate)

GIIN

Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below

Name of sponsoring entity

GIIN not available (please tick as applicable)

Applied for Not obtained – Non-participating FI

Not required to apply for - please specify 2 digits sub-category (Refer 1A Part of C)

PART B (please fill any one as appropriate "to be filled by NFEs other than Direct Reporting NFEs")

1. Is the Entity a publicly traded company (that is, a company whose shares are regularly traded on an established securities market) (Refer 2A Part of C) Yes No (If yes, please specify any one stock exchange on which the stock is regularly traded)
 Name of stock exchange

2. Is the Entity a related entity of a publicly traded company (a company whose shares are regularly traded on an established securities market) (Refer 2B of Part C) Yes No (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)
 Name of listed company
 Nature of relation: Subsidiary of the Listed Company or Controlled by a Listed Company
 Name of stock exchange

3. Is the Entity an Active NFE ? Yes No Nature of Business
 Please specify the sub-category code (Refer 2C Part of C)

4. Is the Entity a Passive NFE ? (Refer 3(ii) Part of C) Yes No Nature of Business

UBO Declaration (Mandatory for all entities except, a Publicly Traded Company or a related entity of Publicly Traded Company)

Category (Please tick applicable category): Unlisted Company Partnership Firm Limited Liability Partnership Company

Unincorporated association / body of individuals Public Charitable Trust Religious Trust Private Trust

Others (please specify)

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s). (Please attach additional sheets if necessary)

Owner-documented FFI's should provide FFI Owner Reporting Statement and Auditor's Letter with required details as mentioned in Form W8 BEN E (Refer 3(vi) Part of C)

Details	UBO1	UBO2	UBO3
Name of UBO			
UBO Code (Refer 3(iv) (A) Part of C)			
Country of Tax residency*			
PAN #			
Address	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____	Zip <input type="text"/> State: _____ Country: _____
Address Type	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	<input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office
Tax ID %			
Tax ID Type			
City of Birth			
Country of birth			
Occupation Type	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____	<input type="checkbox"/> Service <input type="checkbox"/> Business <input type="checkbox"/> Others _____
Nationality			
Father's Name			
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others	<input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Others
Date of Birth	DD/MM/YYYY	DD/MM/YYYY	DD/MM/YYYY
Percentage of Holding (%) ^s			

* To include US, where controlling person is a US citizen or green card holder

[#] If UBO is KYC compliant, KYC proof to be enclosed. Else PAN or any other valid identity proof must be attached. Position / Designation like Director / Settlor of Trust / Protector of Trust to be specified wherever applicable.

⁹⁶ In case Tax Identification Number is not available, kindly provide functional equivalent


^s Attach valid documentary proof like Shareholding pattern duly self attested by Authorized Signatory / Company Secretary

CERTIFICATION

I/We have understood the information requirements of this form (read along with the FATCA & CRS instructions & definitions) and hereby confirm that the information provided by me/us on this Form is true, correct and complete. I/We also confirm that I/We have read and understood the FATCA & CRS Terms and conditions below and hereby accept the same.

Name

Designation

Sign here : (21) 

Date :

Place :

For Investor convenience, Open Futures & Commodities Pvt. Ltd. collecting this mandatory information for updating across all Group Companies of Open Futures & Commodities Pvt. Ltd. whether you are already an investor or would become an investor in future. Please submit the form fully filled, signed, for all the holders, separately, and submit or dispatch the hard copy to

Open Futures & Commodities Pvt. Ltd.

403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

FATCA & CRS Terms & Conditions

Towards compliance with tax information sharing laws such as FATCA, we would required to seek additional personal ,tax and beneficiary owner information and certain certification and documentation from our account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances we may be obliged to share information on your account with relevant tax authorities .If you have any question about your tax residency please contact your tax advisor. Towards compliance with such laws , we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/tax authorities, we may also be constrained to withhold and pay out any sum from your account or close or suspend your account(s) .Should there be any change in any information provided by you , please ensure you advise us promptly i.e, within 30 days.

If any controlling person of the entity is a US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number.

FORMATS

FORMAT OF LETTER TO BE OBTAINED FROM THE BANK FOR VERIFICATION

To

Dated : _____

Open Futures & Commodities Private Limited

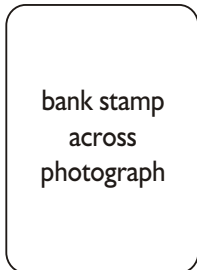
Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Dear Sir,

This is to certify that the account no. of M/s. _____ with M/s. _____ with our branch has been active since _____ years / months and the operation of the account has been satisfactory.

We further confirm that the photograph herein bears true likeness to the identity of the above mentioned person & that the address of the person is as given below :



Type of account _____

Sign here :



Name, Signature of the Branch Manager

Signed in my presence and Attested:

Stamp of the Bank and the Branch

Signature of Branch Manager:

DECLARATION BY PARTNERSHIP FIRM

(To be obtained on Pre-printed letter head of the firm)

To,

Open Futures & Commodities Private Limited

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza, Sector-54, Golf Course Road, Gurgaon-122001

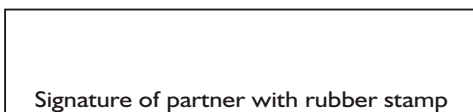
Corp. Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019

Dear Sir,

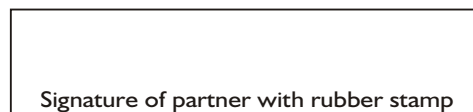
We refer to the trading account opened with you in the name of _____ And declare and authorize you as under : We recognize that a beneficiary account can not be opened with Depository Participant in the name of the partnership firm as per regulations. To facilitate the operation of the above trading account with you and for the purpose of completing the commodities transfer obligations, pursuant to the trading operation, we authorize you to recognize the beneficiary account No. _____ with Depository _____ Having DP ID _____ opened as a joint account in the names of the partners of the firm.

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

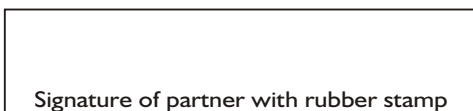
Yours truly,



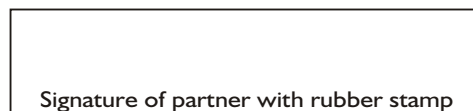
Signature of partner with rubber stamp



Signature of partner with rubber stamp



Signature of partner with rubber stamp



Signature of partner with rubber stamp

**FOR TRADING ACCOUNT OPENING
FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES / TRUSTS**

(To be obtained on pre-printed Letterhead of company)
(This Letter is to be obtained only if the client is a body corporate)

Certified True Copy of the Resolution passed at the meeting of the Board of Directors/Trustees/of _____

Ltd./Trust and having its registered office at _____
held on _____ day of _____ 20____ at _____ AM/PM

Resolved that the Company/Trust be registered as CLIENT with Open Futures & Commodities Private Limited, member of NCDEX & MCX and the said Member be and is hereby authorised to honour instruction oral or written, given on behalf of the Company/Trust by any of the under noted authorised signatories:

SNo.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who are authorised to sell, purchase, transfer, endorse, negotiate and/or otherwise through Open Futures & Commodities Private Limited on the behalf of the Company/Trust.

RESOLVED FURTHER THAT Mr. _____ and / or Mr. _____, Directors/Trustees of the Company/Trust be and are hereby deemed necessary or expedient to give effect to this resolution.

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

For _____ Ltd.

Chairman/Company Secretary/All Trustees

Specimen Signatures of the Authorised Persons

S.No. Name

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

DECLARATION - CUM - UNDERTAKING

घोषणा

मैं.....यह घोषणा करता हूँ कि मैंने Open Futures & Commodities Pvt. Ltd. में अपना ट्रेडिंग खाता खोला है। उसके लिए मैंने एकाउन्ट ओपनिंग फार्म और विभिन्न कागजात पर हस्ताक्षर किये हैं जोकि अंग्रेजी भाषा में है। मुझे इसका हिन्दी में मतलब समझा दिया गया है। मैं Open Futures & Commodities Pvt. Ltd. के नियम व शर्तों से सहमत हूँ।

मैं..... सुनिश्चित करता/करती हूँ कि मुझे Open Futures & Commodities Pvt. Ltd. में मेरा ट्रेडिंग खाता खोलने के उपरान्त Uniform Risk Disclosure, Rights and Obligations of Member, Authorized Person and Clients, Guidance Note एवं मेरे द्वारा निष्पादित अन्य दस्तावेजों की एक प्रतिलिपि मुझे प्राप्त हो गई है।

दिनांक :

स्थान :

(22) 

हस्ताक्षर





OPEN FUTURES & COMMODITIES PRIVATE LIMITED

**Member : Multi Commodity Exchange of India Ltd. (MCX)
Member : National Commodity & Derivatives Exchange Ltd. (NCDEX)**

**SEBI Regn. No.: INZ000087031
Member ID : MCX-40765, NCDEX-01052**

Regd. Office : Flat No. 407, 4th Floor, Palm Spring Plaza,
Sector-54, Golf Course Road, Gurgaon-122001 (Haryana)
Corporate Office : 403, Chiranjeev Tower, 43, Nehru Place, New Delhi-110019
Phones : 011-46662000 • Fax : 011-26292422
E-mail : support@openfutures.in