

## ACCOUNT OPENING KIT - INDEX

SR. NO.	NAME OF THE DOCUMENT	BRIEF SIGNIFICANCE OF THE DOCUMENT	PAGE NO.
<b>MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI &amp; EXCHANGES</b>			
1.	KYC (Account Opening) application form	A. KYC form - Document captures basic information about the constituent (Individual)	1
		B. Document captures additional information about the constituent	2-3
		C. Nominee details and Brokerage	4
2.	Policies and Procedures	Document describing significant policies and procedures of the Member	5-7
3.	Uniform Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market	Has been provided separately
4.	Rights and Obligations of Member, Authorized Person and Client	Document stating the Rights & Obligations of Member, Authorized Person and Client for trading on exchanges (including additional rights & obligations in case of internet/wireless technology based trading)	
5.	Do's and Don'ts for the Investors	Document detailing Do's and Don'ts for trading on exchanges, for the education of the investors	
<b>NON-MANDATORY / VOLUNTARY DOCUMENTS</b>			
6.	Additional Terms and Conditions	Voluntary Terms and Conditions for the purpose of operational efficiency	8-10
7.	Running Account Authorization	Authorisation to maintain running account	11
8.	Others	ECN Declaration, Client Undertaking	11

### SSJ COMMODITIES PVT. LTD.

**Member: Multi Commodity Exchange of India Ltd. (MCX)**

Membership Number : 10230

**Member : National Commodity & Derivatives Exchange Ltd. (NCDEX)**

Membership Number : 00264

SEBI Registration No. : INZ000013439

Registered Office:

Surya Mahal  
5, Burjorji Bharucha Marg  
Fort, Mumbai - 400 001

Corporate Office:

1st Floor, Merchant Chamber  
41, New Marine Lines,  
Mumbai - 400 020  
T: 022-4300 8800 Toll Free: 1800 102 0077  
F: 022-4300 8899  
E: [customercare@ssjfinance.com](mailto:customercare@ssjfinance.com)  
W : [www.ssjfinance.com](http://www.ssjfinance.com)

Compliance Officer: Mr. Ranjeet Rajaram More (Tel: +91 22 4300 8800; Email: [co@ssjfinance.com](mailto:co@ssjfinance.com))

CEO / MD: Mr. Saurabh Jain (Tel: +91 22 4300 8800; Email: [ceo@ssjfinance.com](mailto:ceo@ssjfinance.com))

For any grievance/dispute, please contact us directly at our above corporate address or e-mail us at [ig@ssjfinance.com](mailto:ig@ssjfinance.com).

In case not satisfied with the response, please contact the investor grievance cell of:

Multi Commodity Exchange of India Ltd. (MCX) - Tel: +91 22 6731 8888; Email: [grievance@mcxindia.com](mailto:grievance@mcxindia.com)

National Commodity & Derivatives Exchange Ltd. (NCDEX) - Tel: +91 22 6640 6608-15; Email: [askus@ncdex.com](mailto:askus@ncdex.com).

## MANDATORY KYC DOCUMENTS - CHECKLIST

No.	Acceptable Documents (Copies of all documents to be self attested)	Please Tick
1	<b>PAN Card</b> Account Holder (if any)	
2	<b>Photograph</b> One Colored Front Face Photograph (Passport Size)	
3	<b>Additional Proof of Identity (Any One)</b>  (If Pan card not visible OR Pan card sign & signature in KYC from are different)	
	1. Aadhaar Card	
	2. Valid Passport (Name, Address & Photo page)	
	3. Voter ID (front & back)	
	4. Valid Driving License (Name, Address & Photo page)	
	5. Pan Card	
	6. Other (Please specify)	
4	<b>Proof of Address (Any One)</b> Permanent / Correspondence	
	1. Aadhaar Card	
	2. Valid Passport (Name, Address & Photo page)	
	3. Voter ID (front & back)	
	4. Valid Driving License (Name, Address & Photo page)	
	5. Bank Statement / Passbook with complete address of client (not more than 3 months old)	
	6. Banker's Verification Letter	
	7. Electricity Bill (not more than 3 months old)	
	8. Residence Landline Telephone Bill (not more than 3 months old)	
	9. Registered Flat Sale Agreement of Residence	
	10. Registered Lease / Leave & License Agreement	
5	<b>Bank Proof With MICR / IFSC Code</b>	
	1. Cancelled Personalized Original Cheque Leaf	
	2. Bank Statement / Passbook with original cheque leaf (not more than 3 months old)	
	3. Banker's Certificate on letter head of the Bank (Original)	
6	<b>Demat Proof (Any One)</b>	
	1. Client Master (Duly attested by DP)	
	2. DP Statement / Transaction cum Holding Statement	
7	<b>Proof of Income (Any One)</b>	
	1. Copy of ITR Acknowledgement	
	2. In case of salary income - Salary Slip, Copy of Form 16	
	3. Net-worth certificate (Not more than 1 year old)	
	4. Copy of Demat Account Holding Statement	
	5. Bank Account Statement for last 6 months reflecting income	
	6. Any other relevant documents substantiating ownership of assets	

### IMPORTANT GENERAL INSTRUCTIONS FOR COMPLETING THE CLIENT REGISTRATION FORM

- Please ensure that form is complete in all respects. Strike off whichever option is not applicable.
- Please fill all information in capital letters and in blue / black ink only.
- In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature.
- Name & Address of the client mentioned in the KYC form, should match with the documentary proof submitted.
- Email ID & Mobile Number is mandatory for account related passwords and transaction details.
- Original documents are to be produced for verification at the time of submission of the form.
- All supportive documents are to be self attested by Client.
- Sole proprietor must make the application in his individual name & capacity.
- Please remit cheque of Rs. 150/- for account opening charges in favour of "SSJ Commodities Pvt. Ltd." only.

#### Signature types :

- |  |   |
|--|---|
|  Signature of Client               |  Signature of Second Witness |
|  Signature of First Witness        |  Signature of Introducer     |
|  Signature of Authorised Signatory |   |

**Know Your Client (KYC)  
Application Form (For Individual Only)**



**SSJ FINANCE<sup>®</sup>**  
in your interest, always.

Please fill in ENGLISH and in BLOCK LETTERS

Application No. :

**A. Identity Details**

1. Name of Applicant (As appearing in supporting identification document).

Name

Father's/Spouse Name

Mother Name

Maiden Name

2. Gender  Male  Female    B. Marital status  Single  Married    C. Date of Birth 

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

3. PAN 

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

    Aadhaar Number, if any: 

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

4. Status Please tick (✓)  Resident Individual  Non Resident  Foreign National (Passport Copy Mandatory for NRIs & Foreign Nationals)

5. Nationality  Indian  Other (Please specify) \_\_\_\_\_    6. Proof of Identity submitted Please Tick (✓)  PAN Card  Others (Please specify) \_\_\_\_\_

**PHOTOGRAPH**



Please affix your recent passport size photograph and sign across it

**B. Address Details**

1. Address for Correspondence

City / Town / Village							Pin Code		
State					Country				

2. Contact Details

Tel. (Off.)	(ISD)	(STD)	Tel. (Res.)	(ISD)	(STD)
Mobile	(ISD)	(STD)	Fax	(ISD)	(STD)
E-Mail Id.					

3. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

- Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

4. Permanent Address of Resident Applicant (if different from above B1) OR Overseas Address (Mandatory) for Non-Resident Applicant

City / Town / Village							Pin Code		
State					Country				

5. Proof of address to be provided by Applicant. Please submit ANY ONE of the following valid documents & tick (✓) against the document attached.

- Passport  Ration Card  Registered Lease/Sale Agreement of Residence  Driving License  Voter Identity Card  \*Latest Bank A/c Statement/Passbook  
 \*Latest Telephone Bill (only Land Line)  \*Latest Electricity Bill  \*Latest Gas Bill  Others (Please specify) \_\_\_\_\_

\*Not more than 3 Months old. Validity/Expiry date of proof of address submitted 

d	d	/	m	m	/	y	y	y	y
---	---	---	---	---	---	---	---	---	---

**DECLARATION**

**SIGNATURE OF APPLICANT**

I 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.

Place:

Date:



**FOR OFFICE USE ONLY**

- Details of Employee / Intermediary  Documents verified with Originals  Client Interviewed By & In-Person Verification done by

Name  
Empl. / Int. Code  
Designation  
Date & Signature

Seal / Stamp of the Intermediary

## ADDITIONAL INFORMATION

### A. BANK ACCOUNT DETAILS (BANK 1 WILL BE CONSIDERED AS DEFAULT)

**BANK 1 :** Bank Name

Bank Branch Location

A/c No.  MICR NUMBER

A/c Type  Savings  Current  Others (specify)  IFSC

**BANK 2 :** Bank Name

Bank Branch Location

A/c No.  MICR NUMBER

A/c Type  Savings  Current  Others (specify)  IFSC

### B. DEPOSITORY / DEMAT ACCOUNT DETAILS / SALES TAX REGISTRATION DETAILS

Depository Name  CDSL  NSDL  COMTRACK

Depository Participant Name

DP ID No.  Beneficiary A/c No.

CST Registration No.  Local Sales Tax / VAT Registration No.

Validity Date  Validity Date

### C. TRADING PREFERENCES (PLEASE SIGN AGAINST THE EXCHANGE)

Please sign in the relevant boxes where you wish to trade. The exchange not chosen should be struck off by the client itself.

Exchange	Commodity	Client Signature	
MCX	All	<input type="checkbox"/>	 3/11 Please sign here to select all exchange
NCDEX	All	<input type="checkbox"/>	

### D. PAST ACTIONS

Details of any action / proceedings initiated / pending / taken by SEBI / Stock Exchange / any other authority against the applicant / constituent or its Partners / promoters / whole time directors / authorized persons in charge of dealing in securities during the last 3 years:

No  Yes - If yes, provide details:

### E. DEALINGS THROUGH OTHER MEMBERS / AUTHORISED PERSON (AP)

If Yes, please specify :

Name of Stock Broker	Name of SB / AP
Name of Exchange	Client Code (as given by other broker)
Details of disputes / dues pending from / to such stock broker / sub-broker:	
Whether you are a Member / Sub-broker / AP of any Exchange <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, provide REGISTRATION No: <input type="text"/>	

### F. ADDITIONAL DETAILS

**Experience** Number of years of Investment / Trading Experience

**Gross Annual Income**  Below 1 Lac  1-5 Lacs  5-10 Lacs  10-25 Lacs  25 Lacs-1 Crore  More than 1 Crore

Networth as on date  Rs.  (networth should not be older than 1 year)

**Occupation**  Private Sector Service  Public Sector Service  Govt. Service  Agriculturist  Retired

Business  Professional  Housewife  Student  Others (specify)

**Nature of Business / Profession :**

**PEP** Are you a Politically Exposed Person (PEP) or Related to a PEP  No  Yes

**Any other information**

### G. STANDING INSTRUCTIONS / PREFERENCES / OTHER DETAILS

1	Avail facility of Internet Trading / Wireless Technology	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Receive Contract Note (ECN) / Communications electronically	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Avail SMS Facility on Mobile Number	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Declaration for Mobile Number - Registered in the name of:	<input type="checkbox"/> Self <input type="checkbox"/> Spouse <input type="checkbox"/> Child <input type="checkbox"/> Parent
		<b>Name:</b> <input type="text"/>

### H. FATCA / CRS DECLARATION / SELF CERTIFICATION

1	Are you a U.S. Person? (Refer note below)	<input type="checkbox"/> No <input type="checkbox"/> Yes
2	Specify country of residence for tax purpose (Tax Residency)	<input type="checkbox"/> India <input type="checkbox"/> Other
3	Specify country of citizenship	<input type="checkbox"/> India <input type="checkbox"/> Other

**US Person means:**

In case of individuals, U.S. person means a citizen or resident of the United States. Persons who would qualify as U.S. persons could be born in United States, born outside the United States of a US parent, Naturalized citizen, Green Card Holders, tax residents.

**Note:** If you are U.S. Person and / or if your tax residency / nationally / citizenship is other than India, then please provide declaration / self certification under FACTCA / CRS. This declaration form can be downloaded from our website : [www.ssfinance.com](http://www.ssfinance.com).

### 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 further agree that any false/misleading information given by me/us or suppression of any material information will render my/our account liable for termination and suitable action.
- I/We confirm having read and understood the contents of the tariff sheet and all voluntary / non-mandatory documents and accept the same.
- I/We further confirm having received, read and understood the contents of the 'Rights and Obligations' document, 'Risk Disclosure Document' and 'Do's and Don'ts' document. 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 as updated from time to time are displayed for information on Member's designated website i.e. [www.ssfinance.com](http://www.ssfinance.com).
- I/We hereby consent to receiving information from Central KYC Registry through SMS/Email on registered number/email ID.

Place \_\_\_\_\_

Date



### INTRODUCER DETAILS (Optional)

Client Introduced by :  Another Client  Sub-broker/AP/Remisier  Employee of Member  Any other person \_\_\_\_\_ (specify)

Introducer's Name

Address

Tel / Mobile

Employee / Client / Introducer Code

Introducer's Signature (with stamp, if applicable)

### FOR OFFICE USE ONLY

I/We undertake that we have made the client aware of 'Policy and Procedures', tariff sheet and all the non-mandatory documents. I/We have also made the client aware of 'Rights and Obligations' document (s), RDD and Guidance Note. I/We have given/sent him a copy of all the KYC documents. I/We undertake that any change in the 'Policy and Procedures', tariff sheet and all the 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, if any, for the information of the clients.

Date



Signature of the Authorised Signatory \_\_\_\_\_

Seal / Stamp of the Member \_\_\_\_\_

## NOMINEE DETAILS

I wish to nominate.  I do not wish to nominate.

Nominee's Name									
Address									
City					State				
Country			Pin		Mobile				
Tel (R)			Fax		PAN				
Email ID									
Relationship with Nominee					Date of Birth				
					D D M M Y Y Y Y				

### GUARDIAN DETAILS (IF NOMINEE IS A MINOR)

Guardian's Name									
PAN of Guardian				Guardian's Date of Birth					
Guardian's Address									
City							Pin Code		
State					Country				

This Nomination shall supersede any prior nomination made by me and also any testamentary document executed by me.



### WITNESSES (ONLY APPLICABLE IN CASE THE ACCOUNT HOLDER HAS MADE NOMINATION)

1. WITNESS NAME: \_\_\_\_\_

2. WITNESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS 1 SIGNATURE:

WITNESS 2 SIGNATURE:

**W1**

**W2**

### BROKERAGE TABLE

PRODUCT	1 <sup>st</sup> Leg		2 <sup>nd</sup> Leg	
	% age	Min. (Rs. per unit)	% age	Min. (Rs. per unit)
Trading				
Delivery				
Options (Rs. per lot)				

1. Brokerage levied to your trading account shall be the higher of brokerage value as per the agreed rates or Rs. 50/- per settlement / segment, subject to the maximum rates prescribed by the Exchange(s) from time to time.
2. The Member shall charge in addition to the brokerage mentioned herein above, other taxes and charges like Stamp Duty, Commodities Transaction Tax, Service tax, GST, SEBI Turnover Charges, Transaction Charges, Clearing Charges etc. as may be applicable from time to time.
3. Member shall charge account opening charges of Rs.150/- plus taxes.



This document contains the policies and procedures of SSJ Commodities Pvt. Ltd. (SSJ Commodities / MEMBER) as are presently in force in relation to :

1. Refusal of orders for Penny / illiquid Contracts
2. Setting up of exposure limits
3. Squaring off of market positions, collaterals and other securities
4. Refusal of CLIENT requests for fresh positions
5. Applicable Brokerage Rate
6. Imposition of penalty/delayed payment charges
7. Market and internal shortages
8. Suspension of CLIENT's account and deregistering of the CLIENT
9. Inactive / Dormant Account

The policies set out herein may be modified from time to time without prior notice in accordance with the rules, regulations and bye-laws of SEBI or the exchanges or other authorities or at the option of the MEMBER by way of notice of not less than 15 (fifteen) days to the CLIENT.

### **1. Refusal of orders for penny / illiquid Contracts**

1.1 The MEMBER shall from time to time classify certain contracts as illiquid based on such other internal criteria as the MEMBER may deem fit. The MEMBER reserves the right to refuse acceptance of orders / execution of any transaction requests of the CLIENT on such illiquid contracts. The MEMBER also reserves the right not to allow / limit any trades or transactions (irrespective of credit balance of funds in CLIENT's account) in certain contracts due to various reasons including factors such as market liquidity, orders/requests which may be below/above certain value / quantity, the order being for contracts which are not in the permitted category of the MEMBER and / or based on such other internal criteria as the MEMBER may deem fit from time to time based on its risk perception. The CLIENT agrees that losses, if any, on account of such refusal or due to delay caused in granting such limits / execution, shall be borne exclusively by the CLIENT alone.

### **2. Setting up of CLIENT's exposure limits**

2.1 The MEMBER shall be entitled to sanction trading limits to the CLIENT based on the margin lying to the credit of the CLIENT in the form of funds / securities / bank guarantees / fixed deposit receipts. The MEMBER at its sole discretion may refuse to accept any security as collateral / margin. In setting exposure limits for the CLIENT, the MEMBER shall be entitled to consider such factors as it may deem fit, including without limitation, the CLIENT's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of the MEMBER and such other factors or conditions which the MEMBER may consider relevant for the purpose. The MEMBER reserves liberty to vary the trading / exposure limits of the CLIENT depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the CLIENT and the MEMBER may be unable to inform the CLIENT of such variation, reduction, or imposition in advance. The CLIENT agrees that the MEMBER shall not be responsible for such variation, reduction, or imposition or the MEMBER's inability to route any order through the MEMBER's trading system on account of any such variation, reduction, or imposition of limits. The CLIENT further agrees that the MEMBER may at any time, at its sole discretion and without prior notice, prohibit or restrict the CLIENT's ability to place orders or trade in securities through the MEMBER or it may subject any order placed by the CLIENT to a review before its entry into the trading systems any may refuse to execute/allow execution of orders due to but not limited to the reason of lack of margin/securities or the order being outside the limits set by MEMBER/Stock Exchange/SEBI and any other reasons which the MEMBER

may deem appropriate in the circumstances.

2.2 The CLIENT agrees that the losses, if any, direct or indirect, notional or otherwise, arising on account of such refusal or due to delay caused by such review or from any variation or reduction of limits or any other aspect of the risk management policy / system, shall be borne exclusively by the CLIENT alone.

### **3. MEMBER's right to square-off CLIENT's position, without giving notice to CLIENT**

3.1 CLIENT hereby confirms to make payments for its purchases and clear all debits before pay-in date and time as per schedule defined by the relevant Exchanges. The CLIENT is responsible for all orders executed in the CLIENT's account, including those orders that may have been executed without availability of the required funds or margin. If the CLIENT's account has any shortfall in the required for margin, the CLIENT shall, whether or not MEMBER intimates such shortfall, make good such shortfall, credit the required funds in the bank account via wire or personal cheque or account transfer or demand draft or any other similar mode and shall promptly communicate such transfer to the MEMBER. In case where a payment by the CLIENT is made vide cheque or any other such instrument/transaction issued in favour of the MEMBER, the MEMBER may at its discretion consider credit of such funds only upon clear realisation of such funds into its account. In case the MEMBER does not receive clear funds before due date (i.e. pay-in date and time) the MEMBER will have all rights to square-off position without any further intimation to the CLIENT. The cost and consequences of such action shall be entirely borne by CLIENT and shall be without any prejudice to MEMBER's rights to take any other action to recover the dues.

3.2 Square-off of CLIENT's positions upon any shortfall in its account is a right of the MEMBER and not an obligation on the MEMBER. The CLIENT shall continue to be fully liable for all its trades, positions and obligations to the MEMBER whether or not such right to square-off is exercised by the MEMBER.

3.3 If payment / securities towards the margin or shortfall in margin is not received instantaneously to enable restoration of sufficient margin in the CLIENT's account, all or some of the positions of the CLIENT as well as the securities placed as margin may be liquidated by the MEMBER at its sole discretion without further reference or prior notice to the CLIENT.

3.4 The MEMBER may at its sole discretion prescribe the payment of Margin in the form of cash instead of securities. The CLIENT agrees to comply with the MEMBER's requirement of payment of margin in the form of cash immediately, failing which, the MEMBER may sell the securities already placed with it as margin or square off all or some of the positions of the CLIENT as it deems fit in its discretion without further reference or prior notice to the CLIENT.

3.5 The resultant or associated losses that may occur due to such square off shall be borne by the CLIENT alone and the CLIENT agrees that the MEMBER is hereby fully indemnified and held harmless by the CLIENT in this behalf. Such liquidation / close out of positions will be applicable to any segment in which the CLIENT does business with the MEMBER. In exercise of the MEMBER's right and the CLIENT agrees that the choice of squared-off position shall be solely at the MEMBER's discretion.

3.6 Any reference in these terms to sale or transfer of securities by the MEMBER shall be deemed to include sale of the securities, which form part of the margin maintained by the CLIENT with the MEMBER as well as securities in CLIENT's demat account under power of attorney to the MEMBER. In exercise of the MEMBER's right to sell securities under the agreement, the

CLIENT agrees that the choice of specific securities to be sold shall be solely at the discretion of the MEMBER.

3.7 The CLIENT accepts to mark all its transactions as Carry-forward or Intra-day / Margin. Accordingly, the CLIENT agrees that all transactions which are not marked as Intention to take Delivery may be squared-off by the MEMBER irrespective of credit balance of funds / availability of margin in CLIENT's account, before the close of market hours at such specific time as may be deemed appropriate by the MEMBER. The CLIENT accepts that the MEMBER is not under any obligation to square-off such transactions. Further, the MEMBER is not required to give any prior intimation to or seek approval from the CLIENT before such square-off of transactions. The CLIENT agrees that loss, if any, incurred on account of such square-off of positions or inability to square-off such positions will be borne solely by the CLIENT itself.

#### 4. Refusal of CLIENT requests for trades/transactions

4.1 MEMBER is entitled in its sole discretion to:

- restrict or refuse execution of any orders for transaction in any commodity if transaction in such scrip is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges and/or the Regulator issued from time to time and the CLIENT shall not call in question any decision of MEMBER to restrict or refuse transactions in such scrips on the ground that transactions in such scrip are not in violation of the MEMBER's due diligence policy or the directives or guidelines of the Exchange and/or the Regulator or on the ground that the CLIENT has not been put on notice about the commodity on which trade restrictions have been imposed by the MEMBER; impose trade restrictions on any commodity having regard in particular to any one or more of the following factors viz. (i) market volatility, (ii) price sensitive announcements relating to any commodity, (iii) restrictions on trade volume imposed by the Exchange concerned, (iv) political instability in the country, (v) external aggression or internal rebellion, (vi) default by the CLIENT to maintain applicable collateral/margin or to make payment of dues or such other factors influencing the securities market.
- refuse to accept or act upon any request/order, which in MEMBER's sole opinion, amounts to manipulating trades or price manipulation or artificial trade(s) and/or fraudulent trade(s) or otherwise in breach of applicable laws and/or MEMBER's internal policies, without obligation to give the CLIENT its reasons for doing so.
- close out any transaction which may have been executed but which MEMBER was entitled to refuse to execute being contrary to its internal due diligence policies or by reason of any other factors including but not limited to trades being manipulative in nature.
- disallow any trades or transactions in respect of certain securities or segments which may be below/above certain value/quantity as may be decided by MEMBER from time to time.
- decline carrying out the instructions or refuse processing / transmitting the order of the CLIENT if MEMBER is uncertain of authenticity or is otherwise doubtful about the same for any reason.

4.2 MEMBER shall not be liable, if any instructions of the CLIENT are not carried out for any reason whatsoever and loss, if any, incurred on account of such refusal of CLIENT requests will be borne solely by the CLIENT itself.

#### 5. Applicable Brokerage Rate

5.1 The MEMBER shall levy brokerage for the CLIENT's

transactions as per the brokerage slabs mutually agreed with the CLIENT in the CLIENT Registration Form subject to the maximum rate prescribed by the Exchanges / SEBI. The CLIENT shall pay such fees, charges, and commissions as may be notified by the MEMBER from time to time depending upon the services availed by the CLIENT. The MEMBER may require the CLIENT to pay an upfront / advance service fee for availing the services offered by the MEMBER and the CLIENT shall pay such fee as and when so required.

5.2 Subject to such maximum prescribed rates, the MEMBER may revise the rates from time to time after intimation to the CLIENT of the revised rates and the date from which the revised rates shall take effect. The MEMBER may intimate the revised rates either in writing addressed to the CLIENT or by publishing the rate on its back-office website or in the CLIENT's back-office login or a combination of any such means. The CLIENT shall be deemed to have agreed to the change in brokerage rates upon transactions being executed on and from such effective date.

5.3 The CLIENT further agrees to pay any applicable taxes including the transaction tax, service tax, duties and levies as may be levied on the transaction from time to time, Exchange Transaction charges and other charges based on value traded or otherwise as may be levied by the relevant Exchanges / Statutory Bodies or as determined by the MEMBER from time to time.

5.4 The applicable Stamp Duty payable on any instruments relating to any transaction including without limitation any stamp duty payable on Contract Notes issued pursuant to transaction executed shall be payable by the CLIENT. Without prejudice to the generality of the above clause, the CLIENT also agrees to pay any and all additional stamp duty payable if Contract Notes issued for any transaction executed are received by the CLIENT residing in any other state other than the state of Maharashtra.

5.5 The CLIENT shall pay all costs, charges, expenses, damages, losses, interests (including penal interests) and other outgoings incurred / determined or suffered by the MEMBER as a result of the CLIENT's default, including without limitation, due to dishonour of cheques. The CLIENT may be charged separately for online trading application, advance subscription charges, SMS charges, research subscription charges, demat charges on transactions through the Broker Margin/Beneficiary Account towards pay-in / pay-out / pledge of securities to Broker Margin/Pledge Account or Exchange Pledge Account or CLIENT's Beneficiary Account, incurred directly or indirectly, for and behalf of the CLIENT.

#### 6. Imposition of penalty/delayed payment charges

6.1 CLIENT agrees and confirms that it will be liable to pay delayed payment charges for non-making of payment or short payment of their pay-in/margin/mark-to-market obligation as per the Exchange / MEMBER's requirement/schedule, at the rate of 2% per month or part thereof or such other rate as may be determined by the MEMBER. No interest shall be payable by the MEMBER on any credit balance in CLIENT's account. The CLIENT is aware and has agreed that the above interest on the debit balance shall be calculated on daily product basis and charged to the CLIENT's account at the end of each month/such other interval as may be decided by the MEMBER. The above interest shall become due and payable at the end of each month/such other interval decided by the MEMBER or on termination of this agreement as per the provisions herein, whichever is earlier.

6.2 Without prejudice to the MEMBER's other rights, the MEMBER shall be entitled to liquidate / close-out all or any of the CLIENT's securities / positions for non-payment of margin 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.

6.3 The CLIENT agrees that the MEMBER may impose fines / penalties for margin shortage / any order / trades / deals / actions of the CLIENT which are contrary to this agreement/rules/regulations/bye-laws of the Exchange or any other law for the time being in force, at such rates and in such form as it may deem fit. Further where the MEMBER has to pay any fine/penalty/interest/charges in any form or bear any punishment from any authority in connection with/as a consequence of / in relation to any of the orders / trades / deals / actions of the CLIENT, the same shall be additionally borne by the CLIENT.

## 7. Shortages arising out of Market

7.1 MEMBER shall not be obliged to deliver any securities or pay any money to the CLIENT unless and until the same has been received by the MEMBER from the exchange, the clearing corporation/clearing house or other company or entity liable to make the payment and the CLIENT has fulfilled its obligations first.

7.2 If a seller CLIENT fails to deliver any one or more securities to the MEMBER in respect of the securities sold by CLIENT, in such case, short delivering CLIENT is debited by an amount equivalent to 5% (or such other % as may be revised by the MEMBER from time to time) above the highest of the closing prices between the Trade (T) date and settlement date.

7.3 The CLIENT (buyer or seller) understands and acknowledges the same and undertakes that it shall not hold the MEMBER responsible for any loss or damages arising out of the same.

## 8. Suspension and deregistering of CLIENT's Account

8.1 If the CLIENT apprehends that security of his account has been breached, the CLIENT shall in writing to the MEMBER, request suspension of transactions in the CLIENT's account and MEMBER may on receipt of such request suspend transactions in the account. The CLIENT shall ensure pay-in of funds and securities in respect of all transactions pending to be settled on or before the respective settlement date(s) and shall compulsorily square off all open derivative positions, failing which MEMBER without further reference to the CLIENT shall square off all open derivative positions prior to suspending the account. The account of the CLIENT shall, if suspended, remain so suspended until such time as the CLIENT's request in writing for reactivation of the account is not received by MEMBER. Provided always that MEMBER may, without prejudice to its other rights to effect recovery of its dues, sell all or any collateral and other securities of the CLIENT lying with it in the CLIENT's account towards full or part recovery of the dues owing by the CLIENT without prior notice or consent of the CLIENT.

8.2.. MEMBER may at any time, as it considers necessary in its sole discretion and without prior notice to the CLIENT, prohibit, restrict or suspend the CLIENT's access to or use of the services provided to the CLIENT under this Agreement, whether in part or entirely.

8.3 MEMBER reserves the right to suspend or terminate this Agreement and deregister the CLIENT without prior notice in

the event of:

- any breach of the terms of this agreement.
- in the event of infraction of any Rules, Bye-Laws, Regulations of SEBI or the Exchange or of the provisions of any law for the time being in force governing dealings in the securities market without prior notice or on the directions of SEBI and/or the Exchanges.
- upon the death, winding up, bankruptcy, liquidation or lack of legal capacity of the CLIENT.
- the CLIENT being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator/Authority including without limitation SEBI.
- bank account, demat account, securities account of the CLIENT being frozen or attached by any court of law or any other competent authority for whatever reason.
- the CLIENT having misrepresented facts at the time of entering into this Agreement or at the time of giving instructions or otherwise.
- any proceedings or investigations that involve the CLIENT. the CLIENT fails to fulfill its payment obligations under this Agreement or otherwise due to MEMBER or
- if the CLIENT migrates to a jurisdiction which prohibits trading in Indian Securities or otherwise subjects MEMBER or any of its employees to any licensing or registration requirements.

8.4 All rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to deregistration of the CLIENT shall continue to subsist and vest in /be binding on the respective parties or his/her/its respective heirs, executors, administrators, legal representatives or successors, as the case maybe.

## 9. Inactive / Dormant Account

9.1 Where no transaction is taken place in client's account during the last 12 months from the date of last transaction or such other period as may be prescribed by the exchange/s, then it will be considered as Inactive/Dormant Account.

9.2 The detailed Policy in this regard is available on the website of the MEMBER.

CLIENT's acceptance of Policies and Procedures stated herein above:

I/We have fully understood the same and do hereby sign the same and agree not to call into question the validity, enforceability and applicability of any provision/clauses in this document under any circumstances whatsoever.

These Policies and Procedures may be amended/changed unilaterally by the MEMBER. I understand and agree that the prevailing policies and procedures of the MEMBER in respect of the above said matters shall remain published on its website [www.ssfinance.com](http://www.ssfinance.com) or such other website as may be notified to me/us from time to time and I/we agree that it is my/our responsibility to access, understand and abide by such policies at all times during the subsistence of this Agreement. I/We agree never to challenge such policies or amendments thereto on any grounds including delayed receipt or non receipt or any other reasons whatsoever. These Policies and Procedures shall always be read along with the Agreement and shall be compulsorily referred to while deciding any dispute/difference or claim between me/us and MEMBER before any court of law/judicial/adjudicating authority including arbitrator/mediator etc.

## VOLUNTARY TERMS & CONDITIONS

### DOCUMENT INCORPORATING ADDITIONAL TERMS AND CONDITIONS FOR THE PURPOSE OF MUTUAL CONVENIENCE AND SMOOTH CONDUCT OF BUSINESS RELATIONS.

I/We, an individual/a partnership firm/a HUF/a body corporate or any other legal entity registered/ incorporated under the provisions of a relevant act, hereafter referred to as "CLIENT" which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include my/our heirs, executors, administrators, permitted assigns, the partners of the firm and the survivors of them and the heirs, executors and administrators of the partners, successors in title, trustees of a Trust and their successors, member of the governing body and any new members elected appointed or co-opted as the case may be of a society, agree to the following terms & conditions :

CLIENT is required to note that the below mentioned clauses are not mandatory as per the Commodity Exchanges / SEBI requirements but are binding on the CLIENT if they want to avail the services of SSJ Commodities Private Limited (the MEMBER). The CLIENT may revoke any or all of the clauses of this document by communication in writing or by striking out the relevant clause and in such an event the MEMBER reserves its right to terminate some or all the services permitted to the CLIENT. CLIENT is further required to note that these Terms & Conditions are in addition to Right and Obligations and other documents as prescribed by SEBI / Exchanges.

- 1. Acting as a Authorised Person:** The CLIENT agrees that it will not act as an Authorised Person without prior written permission of the MEMBER and without obtaining the registration with the respective Exchange(s).
- 2. Bank & Depository Accounts:** To facilitate easy and timely transfer of funds, to and from the CLIENT, the CLIENT agrees that the MEMBER may require the CLIENT to open a saving / current bank account with a bank specified by the MEMBER. To facilitate easy and timely transfer of securities and to meet the margin requirements of the MEMBER, the CLIENT agrees to maintain his Beneficial Owner's account with the Depository Participant as may be specified by the MEMBER.
- 3. Other Expenses and Charges :** CLIENT further authorizes MEMBER to directly debit its account with any charges incurred or defined by MEMBER including but not limited to depository, warehouse and/or bank charges, SMS charges, client registration charges, courier charges, penalties and fines, delayed payment charges etc. including those incidental to the margin accounts maintained by CLIENT, legal expenses incurred by the MEMBER for collecting unpaid dues of the CLIENT, account maintenance charges were brokerage generated falls below the minimum prescribed from time to time.
- 4. Collateral :** The CLIENT shall pay to the MEMBER such amount as an initial deposit (collateral / initial deposit) as decided by the MEMBER, and in such form as may be approved by the MEMBER up-front, on or before creating a position in any contract. The MEMBER shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the CLIENT. The mark up margin shall be subject to change from time to time as may be decided by the MEMBER and / or the Exchange. The CLIENT undertakes to monitor the adequacy of the collateral and the market value of such securities/ commodities on a continuous basis. If due to price fluctuations, there is erosion in the value of the margins, the CLIENT agrees to replenish any shortfall in the value of the Margins immediately, whether or not the MEMBER intimates such shortfall.
- 5. Utilization by MEMBER of the Initial Deposit by the CLIENT:** The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the CLIENT. The CLIENT agrees to adjustment of MTM loss against the cash portion of the collateral.
- 6. Payment of Margins:** The daily margin requirement can be adjusted against the collateral maintained by the CLIENT with the MEMBER. The MEMBER shall accept from the CLIENT further order, which, if executed, will add to the open positions, only if the balance collateral is adequate to meet the initial margin on such new positions. If the balance collateral is not adequate for adjusting the daily margin requirement, the CLIENT shall deposit the additional margins as required by the MEMBER. The CLIENT shall also be obliged to pay the shortfall of the daily margin, if any, on the immediate succeeding business day when the MEMBER raises such additional margin requirement. The CLIENT shall not be permitted to create any new open positions, until receipt of such additional margin. If the CLIENT defaults in paying the daily margin, the MEMBER shall be entitled to liquidate / close out all or any of the CLIENT's positions, without prejudice to the MEMBER's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the CLIENT. The MEMBER is permitted in its sole and absolute discretion to impose additional margin (even though not imposed by the Exchanges, the Clearing Corporation / Clearing House) and the CLIENT shall be obliged to fulfill such additional margin requirements. Payment of margins by the CLIENT does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the CLIENT may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
- 7. Receipts & Payment of MTM:** The MEMBER will block up-front from the collateral maintained with it the MTM loss on open positions. The CLIENT shall be obliged to pay the amount of MTM loss blocked against the collateral on the immediate succeeding business day. The MEMBER will adjust the CLIENT's liability towards MTM loss against the initial deposit maintained in cash by the CLIENT and the CLIENT agrees to the same through this agreement. If the CLIENT defaults in paying in the MTM loss, the MEMBER shall be entitled to liquidate/ close out all or any of the CLIENT's positions, without prejudice to the MEMBER's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the CLIENT. On a written request from the CLIENT, MTM profit (on derivative positions) shall be adjusted towards the collateral maintained with the MEMBER. These adjustments pertaining to MTM profit shall be treated as additional collateral brought in by the CLIENT and the MEMBER shall reserve the mark up margin from this collateral, which shall not be utilized for margin requirements. The total collateral (inclusive of mark to market inflows) reduced by markup shall thereafter be utilized against creating and maintaining the fresh position by the CLIENT.
- 8. Mark to Market Margin in Derivatives:** The CLIENT agrees to pay an upfront margin that will be sufficient to cover the daily margins. If at any time, the cumulative Mark to Market margin (MTM) in the CLIENT's account falls short of the margin required in the CLIENT's account, the CLIENT agrees to heed to the MEMBER's additional margin calls. The CLIENT will ensure that margins are adequate at all times and will immediately make good any shortfall that the MEMBER may communicate.
- 9. Payment through cheque:** The CLIENT agrees that it will not make payments from any third party payment from any bank account.
- 10. Margin with Exchange / Banks / Institutions:** The CLIENT agrees that any securities / collateral or funds placed by it as Margin may in turn be placed as margin by the MEMBER with the Exchange

or banks or such other institutions and in such form as the MEMBER may deem fit. Funds lying in the CLIENT's Margin account may be used for the purpose of placing Fixed Deposits with banks to be submitted to the Clearing House / Exchange and / or as margin Fixed Deposits or for obtaining bank guarantee in favour of the Exchange / Clearing House. The CLIENT understands that the MEMBER may do all such acts, deeds and things as may be necessary and expedient for placing such securities / collateral or funds with the Exchange / banks / institutions.

11. **Trade and/or other SMS/Electronic Notification:** The CLIENT hereby agrees to accept its trade summary/confirmation or other communication including research/trading call via SMS/Electronic Notification on its Mobile Number. Further the CLIENT agrees to pay for the SMS service and authorise the MEMBER to debit the charges decided by the Member from time to time.
12. **Close-out:** If the complete recovery is not possible then, the MEMBER shall be entitled to liquidate / close out all or any of the CLIENT's other outstanding positions, without prejudice to the MEMBER's right to recover the damages from the CLIENT. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the CLIENT.
13. **Cancellation of Trades and Technical Failures:** The Exchange may cancel a trade suo-moto. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT. The electronic trading systems either at the Exchange or in the MEMBER's office are vulnerable to temporary disruption or failures. In the event of trade cancellation due to such events or vulnerabilities, MEMBER shall be entitled to cancel, relative contract(s) with the CLIENT. At times, due to such unforeseen circumstances the MEMBER may not be able to execute the desired transactions (either the CLIENT's own transactions or transactions for enforcing margins as provided in this agreement) on a timely basis. The MEMBER does not accept responsibility for any losses that the CLIENT may incur on such eventualities and the MEMBER will not be held responsible for any loss to the CLIENT from executed/unexecuted orders or trades due to technical failure/Exchange logout/natural calamities/theft or any other reason, which may or may not be beyond the control of the MEMBER.
14. **Order/Trade Slips/Contract Notes:** The MEMBER may accept verbal trade instructions from the CLIENT including instructions for modification or cancellation of trade orders entered in the trading system. The MEMBER may at its discretion require the CLIENT to provide the above instructions in writing. The CLIENT agrees that the MEMBER will not provide any order confirmation / modification / cancellation slips or trade confirmation slips or copies thereof as these will only increase paper work. The CLIENT accepts that contract notes will suffice its documentary requirements. Contract notes and other documents so accepted by CLIENT or his representative either from MEMBER's office or delivered by MEMBER to CLIENT's representative/ authorized person will be deemed to have been directly accepted by CLIENT himself. CLIENT take full responsibility for the contents of the same unless otherwise intimated by CLIENT within 48 hours of issue of such contract notes by MEMBER. Further, CLIENT also authorize MEMBER to send contract notes/bills/shares/ account statements, etc. through courier/ordinary post. In such case the proof of dispatch of the same will be treated as confirmation of receipt of such contract/documents.
15. **Proprietary Trades of member:** The MEMBER informs the CLIENT that it trades in its Proprietary Account & the CLIENT notes the same.
16. **Tape Recording of conversation:** The CLIENT is aware that the MEMBER may tape-record the conversations between the CLIENT and the MEMBER, either in person or over the telephone, and hereby specifically permits the MEMBER to do so. The MEMBER may rely upon such recordings as and when

required to resolve disputes in connection with the trading transactions.

17. **Adjustment of Balances:** The CLIENT hereby authorises MEMBER to maintain books of accounts on combined ledger principle i.e. to say collectively for all segment of all exchanges and any other segment or service for which the CLIENT has an arrangement to deal through / with MEMBER. However, MEMBER shall be within its right to demand sums due separately for any specific segment and / or exchange if it so deems fit in its absolute discretion. It shall be the sole responsibility of the CLIENT to ascertain the balance of securities &/or funds in all the accounts separately and the CLIENT shall be required to pay/make available necessary monies/funds and/or securities into any one or more such segregated/aggregated account(s) notwithstanding the fact that an aggregation of the accounts may not require from the CLIENT either any securities and /or monies/funds and the CLIENT hereby agrees not to hold MEMBER responsible for considering shortage of margin/security &/or shortage of pay in obligations in any account, without aggregating/summing such account with other accounts.
18. **Trade Obligations:** The CLIENT shall accept all trades executed, resulting from the orders placed with the MEMBER, irrespective of the fact that the order is executed partially or in full, on the Exchange.
  - a. In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), may be borne by the MEMBER for the unconfirmed trades. In such case, the CLIENT shall pay to the MEMBER, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the MEMBER shall have an option to call for collateral from the CLIENT, to meet the subsequent daily margin obligation/MTM losses on the unconfirmed trades. The CLIENT shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the MEMBER raises such margin requirement. The MEMBER shall not permit the CLIENT to create any new open positions, until receipt of such additional margin requirement.
  - b. If the CLIENT defaults in paying the daily margin, MTM, if any, the MEMBER shall be entitled to liquidate / close out all or any of the CLIENT's positions, without prejudice to the MEMBER's right to refer the matter to arbitration. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the CLIENT.
19. **Deliveries:** The CLIENT acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the CLIENTS) would be transactions for purchase and sales between the CLIENTS inter-se and the CLIENTS would be personally liable to each other though the contract and relationships are governed and regulated by the Bye Laws, Rules and Regulations of the Exchange.

The CLIENT will be responsible for providing information for the purposes of giving / taking delivery against his Net Open Position along-with information necessary for giving / taking delivery within stipulated period as specified by the Exchange from time to time. MEMBER shall submit the same to the Exchange. The Exchange at the end of stipulated period shall match the information provided by the MEMBER against Net Open Positions of the CLIENT and shall confirm the Delivery / Receipt to be effected against Delivery information submitted by the MEMBER. CLIENT shall co-ordinate with the MEMBER to ensure that all requirements for giving / taking delivery are fulfilled. CLIENT shall also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time. CLIENT shall submit documents such as Invoices, Sales Tax exemption or concession forms or any other documents as required under the prevalent laws and forward the same to the Counter-party CLIENT or any other MEMBER of the

Exchange within stipulated period as specified by the Exchange from time to time CLIENT shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, or any other taxes / duties levied from time to time, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax or other applicable law.

**20. Indemnification:** The CLIENT shall indemnify and keep indemnified the MEMBER harmless from and against claims, demands, actions, proceedings, loss, damages, liabilities, charges and/or expenses that are occasioned or may be occasioned to the MEMBER directly or indirectly, owing to bad delivery/fake/forged/ stolen shares/securities/transfer document that are or may be introduced by or through the CLIENT during the course of its dealings/operations on the Exchange. The CLIENT shall not, while acting alone or in concert with others, directly or indirectly, hold or control excess number of permitted securities/contracts as fixed from time to time by the Exchange/SEBI without complying with the necessary guidelines. The CLIENT indemnifies the MEMBER against all liabilities arising from violation of such guidelines.

**21. Amendment & Severance:** This agreement can be altered, amended and / or modified by the parties mutually in writing without derogating from the contents of this agreement. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in rules, regulations or bylaws of SEBI, rules and regulations of the Exchange, such changes shall be deemed to have been incorporated herein, in modification of the rights and obligations of the parties mentioned in this agreement. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by any regulatory body / Exchange, that may be in force from time to time. The MEMBER is under no obligation to inform the CLIENT of changes in these rules, regulations, guidelines or circulars.

The MEMBER may from time to time amend this agreement for complying with any change in its corporate policies. The MEMBER shall intimate the same to the CLIENT including by hosting such policies/terms/regulations on its website. In case the CLIENT continues to deal with the MEMBER subsequent to the intimation of such amendments it shall be deemed that the CLIENT is agreeable to the new clauses. However, the CLIENT has the right to terminate the agreement through communication in writing subject to meeting its financial and other obligations. In case any one or more of the provisions contained in this agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.

**22. Force Majeure:** The MEMBER shall not be responsible for any losses, costs or damages resulting directly or indirectly from any action, omission, suspension of trading, decision or ruling of any exchange / regulator / government / other body / any other person which is beyond the MEMBER's control OR any war / strike / lockout / national disaster / act of terrorism / delay in postal services / any other delay/inaccuracy in the transmission of orders / other information or any breakdown / failure / malfunctioning beyond the control of the MEMBER of any telecommunication or computer system. The above Force Majeure events do not exempt the CLIENT to fulfil the obligations in its account with the MEMBER.

**23. Service of Notice:** All notices or communications issued under this agreement shall be served in any one or more of the following ways under (a) to (e) below and such notice or communication shall be served at the ordinary business address and / or ordinary place of residence and / or last known address of the

party (a) by post; (b) by registered post; (c) under certificate of posting; (d) by express delivery post; (e) by hand delivery. Any communication sent by the MEMBER to the CLIENT shall be deemed to have been properly delivered or served, even if such communication is returned to the MEMBER as unclaimed / refused / undelivered, if the same is sent to the ordinary business address and/or residential address or last known address of the CLIENT in any one or more ways mentioned above.

**24. Investment / Trade Advice:** MEMBER (including its group/associate company, its directors, employees, representatives, agents etc. does not intend to give and the CLIENT acknowledges that the MEMBER shall not be liable to provide to the CLIENT any tax, legal or investment advice of any kind or any advice or option with respect to the nature, potential value or suitability of any particular commodities, securities, trade, transaction, investment or investment strategy.

The CLIENT understands and agrees that in the event the CLIENT receives or accesses any investment/trading research reports or any investment/trading or other recommendations or advice from MEMBER and/or any of its group/associate company and / or any Business Associates (or any employee or official of MEMBER and/or any of its group/associate company or a Business Associate/Representative/Agent) or on website of MEMBER, the same is on a no-liability, no guarantee, no solicitation and no obligation basis and any decision, action or omission thereon by the CLIENT shall be entirely at the CLIENT 's risk and should be based solely on the CLIENT's own verification of all the relevant facts, financial and circumstantial, a proper evaluation thereof and MEMBER and/or any of its group/associate company shall not be responsible or liable for the same for any reason whatsoever. The CLIENT also acknowledges that MEMBER's and/or any of its group/associate company's employees, Business Associates and /or any employee of any Business Associate are not authorised to give such advice and that the CLIENT will not solicit or rely upon any such advice from MEMBER and/or any of its group/associate company, Business Associate and / or any of the employees of MEMBER and/or any of its group/associate company and /or a Business Associate. The CLIENT agrees that in the event of MEMBER and/or any of its group/associate company or any employee or official of MEMBER and/or any of its group/associate company, any Business Associate and / or any employee of any Business Associate providing any information, recommendation or advice to the CLIENT, the CLIENT may act upon the same at the sole risk and cost of the CLIENT and MEMBER and/or any of its group/associate company or any of its officials/representatives shall not be liable or responsible for the same.

**25. Statutory Rules & Regulations:** The MEMBER is under no obligation to inform the CLIENT of changes in these rules, regulations, guidelines or circulars.

**26. Dispute Resolution/Law and Jurisdiction:** Any claim, dispute, difference arising between the parties hereto in respect of this agreement/document or any contract, trades, dealings, or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Agreement or the interpretation or construction of this Agreement/document shall be subject to the grievance redressal procedure of the concerned Exchange and shall be subject to the arbitration procedure as prescribed by the Rules, Bye-laws, Regulations of the Exchange and issued there under from time to time. MEMBER and the CLIENT are aware of the provisions of the Bye laws, Rules and Regulations of the concerned Exchange relating to arbitration. Courts in Mumbai shall have exclusive jurisdiction for the purpose of giving effect to dispute and claims resolution, if any.

**I/We hereby confirm to have read and understood the terms and conditions as mentioned above and agree to abide by the same.**

## STANDING INSTRUCTION TO MAINTAIN RUNNING ACCOUNT (VOLUNTARY)

I / We request SSJ Commodities Pvt. Ltd. (Member) to maintain my / our accounts for funds and securities / commodities on running accounts basis instead of 'bill to bill' settlement basis across all segments and exchanges, unless I / we specifically request you for a payout of available free funds or securities in the account. You may settle the accounts at Monthly / Quarterly (strike off whichever is not applicable, else the option will be considered as Quarterly) or at such other intervals as SEBI / Commodity exchanges may specify from time to time. I / We further authorize you to retain securities / commodities and / or funds as may be permitted by Commodity exchanges / SEBI from time to time or towards other unbilled services and / or charges applicable on my account, while settling the accounts. I /

We further authorize you to also retain funds / securities for an amount of upto Rs. 50,000/- (Fifty Thousand Only) or any other sum as may be permitted by SEBI / Commodity exchanges from time to time, while settling my / our account. I / We understand and agree that no interest will be payable on the amount of funds retained by you as above. I / We agree that SSJ Commodities Pvt. Ltd. shall not be liable for any claim for loss or loss of profit or for any consequential, incidental, special or exemplary damages, or otherwise, caused by retention of such securities / funds. The standing instruction / authorisation for maintaining my / our account as running account shall remain valid until revoked in writing, addressed to you.

 \_\_\_\_\_

## ELECTRONIC CONTRACT NOTE [ECN] – DECLARATION (VOLUNTARY)

I hereby undertake as follows:

- I am aware that SSJ Commodities Pvt. Ltd. (Member) has to provide physical contract note in respect of all the trades placed by me unless I myself want the same in the electronic form.
- I am aware that the Member has to provide electronic contract note for my convenience on my request only.
- Though the Member is required to deliver physical contract note, I find that it is inconvenient for me to receive physical contract notes. Therefore, I am voluntarily requesting for delivery of electronic contract note pertaining to all the trades carried out / ordered by me.
- I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
- My e-mail ID is as mentioned in the KYC document submitted by me. This e-mail ID has been created by me and not by someone else.
- I am aware that this declaration form should be in English or in any other language known to me.
- I am aware that non-receipt of bounced mail notification by the Member shall amount to delivery of the contract note to me at the above e-mail ID.

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

 \_\_\_\_\_

## CLIENT DECLARATION CUM UNDERTAKING (VOLUNTARY)

**Sub: My request for trading in commodity forward contracts / commodity derivatives on NCDEX as your client.**

I / We, the undersigned, have taken cognizance of circular no. NCDEX / TRADING 114/2006/247 dated September 28, 2006 issued by the National Commodity & Derivatives Exchange Limited (NCDEX) on the guidelines for calculation of net open positions permitted in any commodity and I / We hereby undertake to comply with the same.

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

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

Yours faithfully,

 \_\_\_\_\_