Name of Applicant _____	Code_____
Introducer _____	Code_____

PhillipCapital

PHILLIP COMMODITIES INDIA PVT. LTD.

CLIENT REGISTRATION FORM

(For Non -Individuals)

FMC Member Code:

MCX:MCX/TCM/CORP/0469 NCDEX:NCDEX/TCM/CORP/0018

Trading cum Clearing Member :

MCX ID:10105 / MCX Institutional Membership ID:8600 NCDEX ID:00049

REGISTERED OFFICE / HEAD OFFICE :-

No.1,18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel (West), Mumbai - 400 013

Ph: 022 – 24831919 Fax: 022- 24942056 Toll free no – 1800221331

website: www.phillipcapital.in Email: customeraffairs@phillipcapital.in

BRANCHES:-

(i) Mumbai: 5/F, 513, Acme Plaza, Opp Sangam Theatre, Andheri Kurla Road, Andheri (E), Mumbai 400 059, Maharashtra, Tel no: - +91 22 67596300

(ii) Delhi: S 9, Green Park Extension, Delhi 110016, Tel no: - +91 11 46070929, +91 11 26530137, Fax no: - +91 11 26530131

(iii) Bangalore: No 3, Asha Towers, Langford Cross Road, Bangalore 560025, Karnataka, Tel no. +91 80 40458500.

ACCOUNT OPENING KIT

INDEX FOR BOOKLET - A

S.No	Name of the Document	Brief Significant of the Document	Page No	Sign
MANDATORY DOCUMENTS AS PRESCRIBED BY FMC & EXCHANGES				
1	KYC (Account Opening Application Form)	KYC form Document captures the basicinformation about the constituent and an instruction/check list	A1-A8	2+(trading segments preferred)
2	Control Cum Tariff Sheet	Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the commodity Exchange	A9	1
VOLUNTARY DOCUMENTS AS PROVIDED BY THE TRADING MEMBER				
3	Other terms and conditions	Additional terms and conditions governing the relationship between the client and Member	A10-A30	12
4	Running Account Authorization	Authority to Member to maintain a running account	A31	1
5	Declaration for receiving statements/documents on email	Declaration for receiving statements on email	A32	1
6	Trading Authorization	For appointing some other person to give orders and operate the trading account	A33-A34	1
7	Declaration for receiving SMS & Email alerts from exchange	Receiving SMS & Email alerts from exchange for trade done by the clients.	A-38	1

BOOKLET –B***

S.No	Name of the Document	Brief Significant of the Document	Page No	Sign
MANDATORY DOCUMENTS AS PRESCRIBED BY FMC & EXCHANGES				
1	Rights and Obligations of Members, Authorised Persons and clients	Document stating the Rights & Obligations of members Authorised Persooooonos and clients for tading on exchanges (including additional raights & obligations in case of internet/wireles technology)	B2-B5	-
2	Risk Disclosure Document (RDD)	Document detailing risks associated with dealing in the commodities market.	B6-B11	
3	Guidance note Does and Don'ts for the clients	Document detailing Do's and Don'ts for trading on exchange, for the education of the investors.	B12-B13	-
5	Digitally signed Contracts / Communication	Confirmation from client that Digitally signed contracts/ other communications are acceptable to the client	B14	
VOLUNTARY DOCUMENTS AS PROVIDED BY THE STOCK BROKER				
4	PMLA Document	Info. on Prevention of Money Laundering Act, 2002.	B15-B16	

*** Documents included under Booklet B are also available on Exchange/MCX/NCDEX websites. Booklet B (Account opening kit) is also available on our website www.phillipcapital.in and back office login of client for ready reference.

Name of Trading Member/Clearing Member: PHILLIP COMMODITIES INDIA PVT. LTD.
FMC Unique Membership Code of MCX - MCX/TCM/CORP/0469
FMC Unique Membership Code of NCDEX - NCDEX/TCM/CORP/0018
Registered & Correspondence Office Address:No.1, 18th Floor, Urmi Estate, 95, Ganpatrao Kadam Marg, Lower Parel West, Mumbai-400013.. Ph:022-24831919 Fax:022-24942056 Website: www.phillipcapital.in Compliance officer name, phone no. & email id: Sandeep Gupta, 022-24831919 customeraffairs@phillipcapital.in CEO name, phone no. & email id: Vineet Bhatnagar, 022-24831919. ceooffice@phillipcapital.in

For any grievance/dispute please contact Stock Broker Phillip Commodities India Pvt. Ltd. at the above address or email id customeraffairs@phillipcapital.in and Phone no. 022-24831919. In case not satisfied with the response, please contact the concerned exchange(s) MCX:grievance@mcxindia.com Phone:022-66494070/
NCDEX: askus@ncdex.com Phone: 022-66406084

N

Know Your Client (KYC) Application Form (For Non-Individuals Only)

CVL

PhillipCapital

Application No. :

Please fill in ENGLISH and in BLOCK LETTERS

A. Identity Details (please see guidelines overleaf)

1. Name of Applicant (Please write complete name as per Certificate of Incorporation / Registration; leaving one box blank between 2 words. Please do not abbreviate the Name).

2. Date of Incorporation d d / m m / y y y y **Place of Incorporation**

3. Registration No. (e.g. CIN) **Date of commencement of business** d d / m m / y y y y

4. Status Please tick (✓) ☐ Private Ltd. Co. ☐ Public Ltd. Co. ☐ Body Corporate ☐ Partnership ☐ Trust / Charities / NGOs ☐ HUF ☐ FI ☐ FII
☐ FPI Category I ☐ FPI Category II ☐ FPI Category III ☐ AOP ☐ Bank ☐ Government Body ☐ Non-Government Organisation
☐ Defence Establishment ☐ Body of Individuals ☐ Society ☐ LLP ☐ Others (Please specify)

5. Permanent Account Number (PAN) (MANDATORY) Please enclose a duly attested copy of your PAN Card

B. Address Details (please see guidelines overleaf)

1. Address for Correspondence

City / Town / Village Postal 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.
☐ *Latest Telephone Bill (only Land Line) ☐*Latest Electricity Bill ☐*Latest Bank Account Statement ☐Registered Lease / Sale Agreement of Office Premises
☐ Any other proof of address document (as listed overleaf) (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. Registered Address (If different from above)

City / Town / Village Postal 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.
☐ *Latest Telephone Bill (only Land Line) ☐*Latest Electricity Bill ☐*Latest Bank Account Statement ☐Registered Lease / Sale Agreement of Office Premises
☐ Any other proof of address document (as listed overleaf) (Please specify)
*Not more than 3 Months old. **Validity/Expiry date of proof of address submitted** d d / m m / y y y y

C. Other Details (please see guidelines overleaf)

1. Name, PAN, DIN/Aadhaar Number, residential address and photographs of Promoters/Partners/Karta/Trustees/whole time directors (Please use the Annexure to fill in the details)

2. Any other information:

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.

Place:

Date:

NAME & SIGNATURE(S) OF AUTHORISED PERSON(S)

FOR OFFICE USE ONLY

AMC/Intermediary name **OR** code

☐ (Originals Verified) Self Certified Document copies received

☐ (Attested) True copies of documents received

Seal/Stamp of the intermediary should contain
Staff Name
Designation
Name of the Organization
Signature
Date

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/PIOCard/OCICard 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 amin or, 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 a 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 FII/sub account, Power of Attorney given by FII/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 Governmentand 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, FIIs, Mfs, VCFs, FVCIs, 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	• Copy of the balance sheets for the last 2 financial years (to be submitted every year) • 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) • Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations • Photograph, POI, POA, PAN of individual promoters holding control – either directly or indirectly • Copies of the Memorandum and Articles of Association and certificate of incorporation • Copy of the Board Resolution for investment in securities market • Authorised signatories list with specimen signatures
Partnership firm	• Copy of the balance sheets for the last 2 financial years (to be submitted every year) • Certificate of registration (for registered partnership firms only) • Copy of partnership deed • Authorised signatories list with specimen signatures • Photograph, POI, POA, PAN of Partners
Trust	• Copy of the balance sheets for the last 2 financial years (to be submitted every year) • Certificate of registration (for registered trust only).Copy of Trust deed • List of trustees certified by managing trustees/CA • Photograph, POI, POA, PAN of Trustees
HUF	• PAN of HUF • Deed of declaration of HUF/List of coparceners • Bank pass-book/bank statement in the name of HUF • Photograph, POI, POA, PAN of Karta
Unincorporated Association or a body of individuals	• Proof of Existence/Constitution document • Resolution of the managing body & Power of Attorney granted to transact business on its behalf • Authorized signatories list with specimen signatures
Banks/Institutional Investors	• Copy of the constitution/registration or annual report/balance sheet for the last 2 financial years • Authorized signatories list with specimen signatures
Foreign Institutional Investors (FII)	• Copy of SEBI registration certificate • Authorized signatories list with specimen signatures
Army/Government Bodies	• Self-certification on letterhead • Authorized signatories list with specimen signatures
Registered Society	• Copy of Registration Certificate under Societies Registration Act • List of Managing Committee members • Committee resolution for persons authorised to act as authorised signatories with specimen signatures • True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

Please Submit the KYC Documents on A4 Size Paper Only.

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

Name of Applicant _____ **PAN of the Applicant** | | | | | | | | | | |

Sr. No.	PAN	Name	DIN (For Directors) / Aadhaar Number (For Others)	Residential / Registered Address	Relationship with Applicant (i.e. promoters, whole time directors etc.)	Photograph

Ⓢ

Name & Signature of the Authorised Signatory(ies) Date | d | d | / | m | m | / | y | y | y | y |

CVL

PhillipCapital

PHILLIP COMMODITIES INDIA PVT. LTD. (Non-Individuals) Version No.45-01

Please affix Authorised Signatories recent passport size photographs and sign across it

KNOW YOUR CLIENT (KYC) APPLICATION FORM
Please fill this form in ENGLISH and in BLOCK LETTERS

A. IDENTITY DETAILS

Name of the Applicant:

Date of incorporation: dd/mm/yyyy) **& Place of incorporation:**_____

Date of commencement of business: (dd/mm/yyyy)

a. PAN: **b. Registration No. (e.g. CIN)**

c .Any other additional proof of identity:_____

Status (please tick any one):

Private Limited Co. ☐ Public Ltd. Co ☐ Body Corporate ☐ Partnership ☐ Trust ☐
HUF ☐ LLP ☐ Others (please specify) _____

(In case of foreign entity or entity with foreign shareholders, self certified copy of statutory approval obtained must be attached)

Nature of Business

Constituent Profile Producer:_____ Trader:_____ Consumer:_____

B. ADDRESS DETAILS

(Proof of address must be different from the proof of identity submitted).

1. **Address for correspondence**:

City/ district /village: Pin Code: State: Country:

2. **Contact Details:** Tel. (Off.) # Tel. (Res.) #

Mobile No.: Fax:

Email id:

3**. Specify the proof of address submitted for correspondence address:**

4. **Registered Address** (if different from above):

City/district/village: Pin Code: State:

Country: Tel. (Res.)#

Mobile No.: Fax:

Emailid:

Specify the proof of address submitted for registered address, if applicable:

C. OTHER DETAILS

1. **Gross Annual Income Details (please specify):** Income Range per annum:

Below Rs 1 Lac ☐ 1-5 Lac ☐ 5-10 Lac ☐ 10-25 Lac ☐ 25 Lacs-1 crore ☐ > 1 crore ☐

2. **Net-worth as on** (date) (dd/mm/yyyy):

*(*Net worth should not be older than 1 year)*

3. **Name, PAN, residential address and photographs of Promoters / Partners / Karta / Trustees and whole time directors to be enclosed as Annexure 1**

Details of persons authorized to deal in commodities on behalf of the company/fir/others to be enclosed as Annexure-2

If you have a landline connection, kindly provide the same:

4. **DIN / DPIN / UID of Promoters / Partners / LLP Partners and whole time directors:**

5. **Please tick, as applicable, for any of your authorized signatories / Promoters / Partners / Karta / Trustees / whole time directors:**

Politically Exposed Person (PEP) ☐ Related to a Politically Exposed Person (PEP) ☐

Not a Politically Exposed Person (PEP) ☐ Not Related to a Politically Exposed Person (PEP) ☐

D.BANK ACCOUNT(S) DETAILS

Bank Name	Branch address	Bank account no.	Account Type: Saving/ Current/ Others	MICR Number	IFSC code

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.

E. DEPOSITORY ACCOUNT(S) DETAILS, if available

Depository Participant Name	Depository Name (NSDL/CDSL)	Beneficiary name	DP ID	Beneficiary ID (BO ID)

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

F. 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 concernedExchange	Signature of the Client
1	Multi Commodity Exchange of India Ltd. (MCX)		
2	National Commodity & Derivatives Exchange Ltd. (NCDEX)		
3	NCDEX Spot Exchange Ltd. (NSPOT)		

G. INVESTMENT/TRADING EXPERIENCE

No Prior Experience : _____Years in Commodities _____Years in other investment related fields

H. SALES TAX REGISTRATION DETAILS (As applicable, State wise)

- Local Sales Tax State Registration No. :_____ ■ Validity Date :_____
- Name of the State :_____
- Central Sales Tax Registration No _____ ■ Validity Date :_____
- Other Sales Tax State Registration No. : _____■ Validity Date :_____
- Name of the State : _____

I. VAT DETAILS (As applicable, State wise)

- Local VAT Registration No. :_____■ Validity Date : _____
- Name of the State : _____
- Other VAT Registration No. :_____ ■ Validity Date : _____
- Name of the State :_____

J. PAST REGULATORY ACTIONS

Details of any action/proceedings initiated/pending/ taken by FMC/ SEBI / Stock exchange /Commodity exchange/any other authority against the client or its Partners/promoters/whole time directors/authorized persons in charge during the last 3 years:_____

_____

K. DEALINGS THROUGH OTHER MEMBERS

- If client is dealing through any other Member, provide the following details (incase dealing with multiple Members/APs, provide details of all in a separate sheet containing all the information as mentioned below):

Member's / AP's Name:_____
Exchange: _____
Exchange's Registration number: _____
Concerned Member's Name with whom the AP is registered:_____
Registered office address:_____
_____
Email:_____Website:_____
Client Code:_____
Details of disputes/dues pending from/to such Member/AP:_____
_____

L. INTRODUCER DETAILS (optional)

Name of the Introducer:_____
(Surname) (Name) (Middle Name)
Status of the Introducer: Authorized Person / Existing Client / Others, please specify_____
Address and phone no. of the Introducer:_____
_____
Signature of the Introducer:_____

M. ADDITIONAL DETAILS

Whether you wish to receive communication from Member in electronic form on your Email-id
Yes ☐ No ☐ { If yes then fill in ECN Declaration}

DECLARATION

1. 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.
2. I/We confirm having read/been explained and understood the contents of the tariff sheet and all voluntary/non-mandatory documents.
3. 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, if any.
4. I/we hereby confirm that I/we have never been debarred from dealing in commodity market and also never been suspended, expelled, defaulted at any stock exchange. I/we are not the Member/ Sub broker at any exchange. I /we also undertake and confirm that I/we shall do all the trades as my/our own trades as your client and I/we will not do trades through you acting on behalf of my/our clients/others as sub broker or otherwise in any manner.
5. Incase if any of the above information is found to be false or untrue then I/we ma/are liable to be debarred from doing business. I will abide by all the terms, conditions, circulars, of the exchange.

Place _____ Ⓢ_____
Date _____ **Signature of (all) Authorized Signatory (ies)***

*Form need to be signed by all the authorized signatories.

FOR OFFICE USE ONLY

Risk profile **High ☐** **Medium ☐** **Low ☐**

UCC Code allotted to the Client: _____

	Documents verified with Original
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, if any, for the information of the clients.

_____

Signature of the Authorised Signatory

Date _____

Seal/Stamp of the Member

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 and 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 along with 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:*

(Note: 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 to PAN

(Note: 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.

Type of entity	Documentary requirements
Corporate	Copy of the balance sheets for the last 2 financial years (to be submitted every year). 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 directorMD (to be submitted every year). Photograph, POI, POA, PAN and DIN numbers of whole time directors/two directors in charge of day to day operations. Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly. Copies of the Memorandum and Articles of Association and certificate of incorporation. Copy of the Board Resolution for investment in commodity market. Copy of Board Resolution or declaration (on the letterhead) naming th persons authorized to deal in commodity derivatives on behalf of company/firm/others and their specimen signatures
Partnership Firm	Copy of the balance sheets for the last 2 financial years (to be submitted every year) Certificate of registration (for registered partnership firms only). Copy of partnership deed. Authorised signatories list with specimen signatures.Photograph, POI, POA, PAN of Partners
Trust	Copy of the balance sheets for the last 2 financial years (to be submitted every year). Certificate of registration (for registered trust only). Copy of Trust deed. List of trustees certified by managing trustees/CA. Photograph, POI, POA, PAN of Trustees
HUF	PAN of HUF. Deed of declaration of HUF & List of coparceners. Bank pass-book/bank statement in the name of HUF. Photograph, POI, POA, PAN of Karta
Government bodies	Self-certification on letterhead. Authorized signatories list with specimen signatures
Regsitered Society	Copy of Registration Certificate under Societies Registration Act. List of Managing Committee members. Committee resolution for persons authorised to act as authorised signatories with specimen signatures. True copy of Society Rules and Bye Laws certified by the Chairman/Secretary

INCASE OF A COMPANY
ON COMPANY'S LETTER HEAD

Certified true copy of the Resolution of the Board of directors of _____ (the company) passed at a meeting of the Board held on _____(date) at the Registered Office of the Company at _____ (address) and duly recorded on the Minutes Books of the company.

Resolved that the company opens an account with **Phillip Commodities India Pvt. Ltd.** a member of **MCX , NCDEX,** for doing transaction in the Commodity Futures Market.

Resolved further that the said account be operated by _____(name and designation) and/or _____(name and designation), (should be a director or a senior officer), for the purpose of doing business on **MCX, NCDEX, and other commodity exchanges.**

Resolved further that _____(name and designation) and/or _____ (name and designation) be and are authorized to execute all documents on behalf of the Company and to do all such acts as required from time to time, enable Phillip Commodities India Pvt. Ltd. to open account of the company..

CERTIFIED TRUE COPY

_____
Chairman/ Director/Company Secretary

INCASE OF A PARTNESHIP FIRM
ON LETTERHEAD

To,
Phillip Commodities India Pvt. Ltd.
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

Sub : PARTNERSHIP DECLARATION

We hereby authorize_____and/or_____, partner(s) of the firm to execute / sign and submit such documents, agreements deeds, etc. as may be necessary to enter into the agreement Phillip Commodities India Pvt. Ltd on behalf of the partnership firm for trading in commodities in MCX/NCDEX.

Further, we hereby authorize _____and/or _____ to sell, purchase, transfer,endorse, negotiate and/or /otherwise deal with/through Phillip Commodities India Pvt. Ltd on behalf of the partnership firm.

Name of Partners (in block letters) Signatures
1.

2.

ANNEXURE NO.2

(Please add additional sheet, if required)

The following persons are authorised to trade for and on behalf of _____

Name _____

Designation_____

PAN_____

Residential Address_____

_____

_____

Signature (S)		Please sign across the Photograph (S)
Initial (I)		

Name _____

Designation_____

PAN_____

Residential Address_____

_____

_____

Signature (S)		Please sign across the Photograph (S)
Initial (I)		

Name _____

Designation_____

PAN_____

Residential Address_____

_____

_____

Signature (S)		Please sign across the Photograph (S)
Initial (I)		

Name _____

Designation_____

PAN_____

Residential Address_____

_____

_____

Signature (S)		Please sign across the Photograph (S)
Initial (I)		

Name _____

Designation_____

PAN_____

Residential Address_____

_____

_____

Signature (S)		Please sign across the Photograph (S)
Initial (I)		

For Office Use Only

CONTROL SHEET FOR A/C OPENING

DATE :		ACCOUNT NO.		MUM :	
Name of Client					
If an existing Client, Existing Account no : Equity		Commodities			
Introduced By :		IB / DSA (Name & Code No.)	MUM :		
RM :		SBU		Branch	

Orders to be received by (Name and Signature)		
	Primary Dealer	Secondary Dealer
Name		
Signature		

Account Type (Please Tick)				
	Direct	ODIN	Online	Out Station
Derivatives Segment				

Brokerage Schedule

Derivative Segment		
Normal	Brokerage (F & O)	For BO Use (Table No)
1st Leg	%	
2nd Leg	%	
Life (2nd Leg upto Expiry)	%	
Excerise / Assignment	%	
Minimum	Paise	

Accumulation : Tradewise / Scripwise / Orderwise		
	Include in Brokerage	Not Included
Stamp Duty		YES
Transaction Charges		YES
Service Tax (Always Exclusive)		YES

Account opening charges, Contract notes printing charges ie. applicable for clients opting for Hard copy Contract notes (higher for contract notes prior to current financial year), RTGS Charges, Collateral charges, Delivery Handling charges, such other fees and charges at applicable rates shall be charged to clients.Phillip Commodities reserves the right to change the schedule of charges. Clients can verify the current applicable schedule of charges from client back office login on our website.

	(S)		
Proposed by (Signature with R.Stamp of IB)	Client's Signature	Approved By (1)	Approved By (2)

For Back Office Only		
	MT	BO
Entered By		
Checked By		

Note: All the highlighted fields are mandatory fields to be filled in

OTHER TERMS AND CONDITIONS

These other terms and conditions are entered on this_____day of _____20____ (hereinafter referred to as "Document") have been added in order to ensure smooth functioning of trading and to enhance the transparency of Member-Client relationship. The Client is further informed that these terms and conditions are voluntary and at the discretion of Member and Client.

The Client and Member, in addition to mandatory documents as prescribed by FMC and Exchanges from time to time agree to following. The Client and the Member shall be collectively referred to as "Parties".

1. Phillip Commodities India Pvt Ltd (hereinafter referred to as **'Phillip Commodities' or "Member" or "broker"**) is at present a member of The National Commodity & Derivative Exchange Limited, (hereinafter referred to as "NCDEX"), Multi Commodity Exchange of India Ltd hereinafter referred to as "MCX"), NCDEX Spot Exchange Ltd (hereinafter referred to as NSPOT) and National Spot Exchange Ltd .(hereinafter referred to as NSEL) ((collectively referred to as "the Exchanges"), and is registered as a Commodity broker with the Commodities Market Regulator (hereinafter referred to as "CMR").

2. The Client is desirous of investing, trading and/ or otherwise dealing ("dealing") in Derivatives/spot commodities. For the purposes of this Document, the expression "Derivatives" shall include,(i) "derivatives" and "options in commodities" as permitted under Forward Contracts (Regulation) Act 1952, as amended from time to time; and (ii) such other forms of derivatives (if any), that are permitted to be dealt with on the relevant Exchange from time to time, in accordance with the Rules, Bye-laws and Regulations of that Exchange.

3. The Client is registered with the Member and has executed this Document with the Member on the terms and conditions set out therein.

4. Phillip Commodities offers and / or proposes to offer the Phillip Commodities Services to its Clients on the terms and conditions more particularly set out herein; and the Client desires to avail of the Phillip Commodities Services for dealing in Commodities.

5. The Client has satisfied itself of the capacity of the Member to deal in Derivatives and wishes to execute its orders through the Member, and the Client shall, continue to satisfy itself of such capability of the Member before executing orders through the Member.

6. Phillip Commodities has, on the basis of information furnished by the Client and other information (if any), considered relevant by Phillip Commodities, satisfied itself, and shall continuously be entitled to satisfy itself, about the genuineness and financial soundness of the Client and investment objectives relevant to the Services to be provided.

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

8. The Client has understood, appreciated and assumed all the risks associated with dealing in various kinds of Derivatives.

9. The Member and the Client agree to be bound by all the Rules, Bye-laws and Regulations issued by CMR, the Clearing House/ Clearing Corporation (as the case may be) and the Exchanges, and, in particular, the Rules, Bye-laws and Regulations of the relevant segment of the applicable Exchange, as amended from time to time.

10. **DEFINITIONS & INTERPRETATION:**

10.1 In this Document, unless repugnant to the context or meaning thereof, (i) words and expressions defined hereinafter shall have the meaning assigned hereto and (ii) the principles of interpretation set out hereinafter shall apply to this Document.

10.2 In this Document, unless repugnant to the context or meaning thereof:-

"Client Registration Application Form" means the duly completed client registration application form of Phillip Commodities filled up and submitted by the Client to Phillip Commodities in the standard format of Phillip Commodities to open a Client Account and to permit the Client to avail of Phillip Commodities Services.

"Associated Accounts" means the Associated Bank Account(s) and the Associated Depository Account(s).

"Associated Funds Account" means the current or saving bank account(s) or any funds account maintained by the Client (either solely or jointly with another or others) with the Designated Bank(s) or such other Business Associate(s) as Phillip Commodities may nominate for the purpose of maintaining a funds account, and which account(s) has/ have been designated by the account holder(s) as an Associated Bank Account(s) for the purposes of this Document.

"Associated Depository Account" means the depository account(s) maintained by the Client (either solely or jointly with another or others) with the Designated Depository Participant and which account(s) has/have been designated by the account holder(s) as an Associated Depository Account(s) for the purposes of this Document.

"Available Funds Balance" means the amount of credit balance in the Associated Bank Account(s) or in the Client Account with Phillip Commodities which is not subject to any lien or other encumbrance (except in favour of Phillip Commodities pursuant to this Document) and which is freely available to Phillip Commodities for blocking and appropriation towards the Client's then current or possible future dues to Phillip Commodities, an Exchange, a Clearing Corporation/ Clearing House, a Business Associate(s) and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity.

Available Commodities Balance" means the Commodities balance in the Associated Depository Account(s) or the Client Account with Phillip Commodities which is not blocked or under any lien or other encumbrance and which is freely available to

Phillip Commodities for blocking and appropriation towards the Client's then current or possible future obligations to deliver the concerned Commodities to Phillip Commodities, to an Exchange, to a Clearing Corporation/House and/ or to a Business Associate.

"Brokerage" means the amount charged by Phillip Commodities to the Client as brokerage for a market trade or dealing or for any other Services. The term "Brokerage" does not include service tax or other taxes, trade/ transaction or other fees (statutory or other wise) and commissions that may be applicable in respect of the Services.

"Business Associates" includes the Designated Bank, the Designated Depository Participant and such other persons, firms, entities etc, that are either directly or indirectly involved in facilitating the provision of the Services and/or act as franchisees or agents including Sub brokers/ Authorised Persons of Phillip Commodities in relation to the provision of the Services.

"Business Day" means any day on which the concerned Exchange(s) and Phillip Commodities are operational for trading.

"Channel" means the channels or modes through which the Services may for the time being be accessed by Clients, and through which the Service is for the time being rendered by Phillip Commodities.

"Clearing House" or **"Clearing Corporation"** means the clearing house or clearing corporation (as the case may be), maintained by the applicable Exchange, to act as the agency for effecting delivery and settlement of contracts between clearing members of the Clearing House/Clearing Corporation.

"Client Account" means an account opened by Phillip Commodities in the name of the Client in Phillip Commodities records pursuant to this Document and the Client Registration Application Form, which may, in the discretion of Phillip Commodities, be an account in relation to a single product/service or an account in relation to more than one product/service.The word Client and Constituent in this document shall have one and the same meaning.

"Client Document" means the client Documents executed by the Client with Phillip Commodities in the standard form in which Phillip Commodities executes such client Documents with its clients.

"Client ID" means the unique identification assigned by Phillip Commodities to each Client.

"CMR" means the Commodity Market Regulator.

"Depository" means a 'depository' within the meaning of the Depositories Act, 1996.

"Depository Participant" means a 'participant' within the meaning of the Depositories Act, 1996.

"Designated Bank" means such bank(s) and/ or entity(ies) as Phillip Commodities may specify in this behalf from time to time.

"Designated Depository Participant" means such Depository Participant(s) as Phillip Commodities may specify in this behalf from time to time.

"Exchange" means NCDEX, MCX, NSEL and such other Commodities/spot exchange(s), if any, of which Phillip Commodities becomes a member, and over which Phillip Commodities agrees to offer its Services to the Client; and **"Exchanges"** shall be construed accordingly.

"Exchange Provisions" means the Rules, Bye-laws, Regulations, handbooks, notices, circulars and resolutions of the concerned Exchange (or any segment of any of the concerned Exchanges) or the concerned Depository in force from time to time and includes the Inter Net trading provisions of NCDEX, MCX.

"Good Delivery", in relation to Commodities, shall mean the timely delivery of freely transferable Commodities which are considered as good delivery Commodities by the concerned Exchange, CMR and the concerned Clearing Corporation/House.

"Long Purchase" shall include a purchase order or trade given or entered into by the Client without sufficient Available Funds Balance.

"MCX" means Multi Commodity Exchange India Ltd.

"NCDEX" means National Commodities and Derivatives Exchange Limited.

"NSEL" means National Spot Exchange Ltd.

"ORS " means Internet based trading through Order Routing System, being a system approved by the concerned Exchange for enabling Clients to route their orders to their Member-brokers over the Internet.

"ORS Service" means the service (being part of the Service) offered by Phillip Commodities to its clients through ORS whereunder the clients can route their orders for trading or dealings in Commodities through the Phillip Commodities Web Site.

"Outstanding Position" in a Commodities means the quantity and total value of that Commodities purchased (or sold) less the quantity and total value of that Commodities sold (or purchased) by the Client and not settled.

"Password" means the unique code(s) used by the Client to access the Services that he is entitled to receive. The nature and type of the Password may or may not vary depending upon the Channel through which a Service is being accessed by the Client.

Phillip Commodities Services" or **"Services"** means those services that Phillip Commodities (either itself and/or through its Business Associates) may for the time being be rendering to its clients (whether as a member of an Exchange or not), and which Phillip Commodities may agree to render to the Client.

"Phillip Commodities Web Site" means the Phillip Commodities web site at or such other web site as may be hosted by Phillip Commodities for access through the internet, through which Phillip Commodities offers the Services.

Member/Trading Member/Broker wherever mentioned in this Document means Phillip Commodities India Pvt. Ltd.

Ⓢ

Commodities shall include

(i) Precious Metals, Base Metals, Agro Commodities such as Edible Oil, Grain's Pulses, Oil seeds, theirFeed Meals, Fibres Such as Cotton, Hessian orany other commodity man made or otherwise that the exchanges may permit/allow trading in from ime to time. Soft commodities such as Coffee, Sugar, Cocoa Rubber, any other resourcenatural or otherwise

(ii) derivatives

(iii) units of any other instrument issued by any collective investment scheme to the investors insuch schemes;

(iv) such other instruments as may be declared by the Central Government to be securities;

(v) any other securities and instruments that are tradeable on any Exchange; and
(vi) any other commodities or instruments that Phillip Commodities may hereafter notify to itsclients asbeing "Commodities" for the purposes of thisDocument.

"Short Sale" shall include a sale order or trade given or entered into by the Client without sufficient Available Commodities Balance.

"Squaring-off" a position means executing a trade or order so that the Outstanding Position in Commodities is set off in full or in part. **"Square-off"** and **"Squared-off"** shall be construed accordingly.

"Stop Transfer" means a stop-transfer or similar order lodged with the relevant issuer, registrar or fiscal or governmental body and "Stop Order Notice" shall be construed accordingly to include officially published notice of loss, theft, cancellation, opposition or nullification proceedings.

"System" includes,

(i) The system hosted by Phillip Commodities and/ or a Business Associate on the Internet throughwhich the ORS Service is offered,

(ii) The Phillip Commodities system and the systems of Business Associates, for acceptingorders and providing any part of the Service through the Channels;

(iii) Any other system offered by Phillip Commodities and/ or its Business Associates that provides orenables a Channel.

"Trading Hours" means such period of a Business Day during which the concerned Exchange offers trading facilities to its members.

"Username" means login identification which may be used by the Client for accessing his Client Account(s) for availing the Services through certain Channels.

10.3 In this Document, headings are used for convenience and ease of reference only and shall not affect the construction or interpretation of any provision of this Document.

10.4 In this Document any grammatical form of a defined term herein shall have the same meaning as that of such term.

10.5 **Annexures** and **Schedules** to this Document shall form an integral part of this Document.

10.6 In this Document, unless repugnant to the context or meaning thereof:
(i) reference to the singular includes a reference to the plural and vice-versa,

(ii) reference to any gender includes a reference to all other genders,

(iii) references to provisions, Recitals, Clauses,Schedules and Annexures shall be deemed to be a reference to the recitals, clauses, schedules and annexures of or to this Document,

(iv) reference to a person shall include its personal representative; and

(v) references to any enactment are to be construed as referring also to any amendment or reenactment thereof and to any rule, bye-law, regulation, business requirement, specification, order or other provision made under it.

10.7. TYPES OF SERVICES OFFERED

The Member agrees to provide, subject to the terms of this Document and the General Terms and Conditions, such of the following services as the Member may in its discretion from time to time determine to offer to the Client, and the Client agrees to avail of, the services provided by the Member.

a. Trading facilities
b. Clearing facilities
c. Advisory services
d. Such other services as permitted by CMR and the Exchange from time to time, and which the Member in its discretion may determine to offer its clients.

10.8. CLIENT'S UNDERSTANDING OF RISKS INVOLVED

The Client has read, understood, appreciated and signed the Risk Disclosure Document appended to this Document. The Client agrees and declares as follows:

a. The Client understands the dealing process and the risks involved in dealing in Derivatives.

b. The Client shall be wholly and exclusivelyresponsible for all of its investment decisions and dealings.

c. The Client shall deposit with the Member, such monies, security and other property as and by wayof collateral/ margin that may, in the opinion of the Member, be required in order to open and/ or maintain the Client's account with the Member. All collateral/ margin deposited by the Client with the Member from time to time, whether in relation to dealingsin Derivatives or otherwise, shall be held subject to a general lien for the discharge of the Client's obligations to the Member, as more particularly set out in the General Terms and Conditions.

d. The Client shall pay or receive applicable daily margins as prescribed by the Member from timeto time.

e. Payment of margins by the Client does not necessarily imply complete satisfaction of all dues of the Client to the Member, an Exchange, aClearing Corporation/ Clearing House, any agent or sub-broker/ Authorised Person of the Member and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity acting for or on behalf of the Member .

f. Inspite of consistently having paid margins, the Client may, on the closing of its dealing, be obliged to pay (or be entitled to receive) such further sumsas the market price of the Derivative may dictate.

g. The failure by a Client to understand the risk involved or the failure of a Member to explain the risk to the Client shall not render a dealing void orvoidable, and the Client shall be and shall continue to be responsible for all the risks andconsequences for dealing in Derivatives.

h. The Client shall not while acting, alone or in concert with others, directly or indirectly,exercise a long or a short position and hold or control Derivatives in excess of the number permitted/ fixed from time to time by the relevant Exchange.

i. The Client authorizes the Member, (at the Member's discretion, should the Member deemnecessary for the Member's protection), to buy, sell or close out any part or all of the Derivatives held in the Client's account with the Member. Any and all losses,financial charges and/ or incidental expenses incurred by the Member, any agent or sub-broker/ Authorised person of the Member and/ or any other individual, partnership, corporation, company,organisation, association, trust or other entity acting for or on behalf of the Member, in doing the aforesaid shall be, at the discretion of the Member, reimbursed by the Client/ charged to and borne by the Client/ deductible by the Member from the monies and/ or collateral/ margin of the Client available with the Member.

NOW THERE FORE in consideration of the mutual understanding as set forth in this document, theparties hereto have agreed to terms and conditions as follows:

11. DOCUMENT TO PROVIDE AND AVAIL OF PHILLIP COMMODITIES SERVICES

11.1 On and subject to the terms and conditions of this Document, the Member Client Document(s),the Phillip Commodities Operations Handbook, the Exchange Provisions, other applicable laws, the terms of Phillip Commodities Web Site, the contract notes/ confirmation notes (as applicable) and such other terms and conditions as may be issued by Phillip Commodities to the Client from time to time,:-

(i) Phillip Commodities agrees to provide the Phillip Commodities Services to the Client, and (ii) The Client agrees to avail of the Phillip Commodities Services.

11.2 Phillip Commodities reserves the sole and exclusive right to determine the Channels through which the Client may access/ receive the Services. Further, Phillip Commodities reserves the right to, from time to time, discontinue the availability of any Channel to the Client without any prior notice and without assigning any reasons whatsoever for such discontinuance.

11.3 Based on the Client Registration Application Form submitted by the Client, Phillip Commodities may open a Client account in the name of the Client. This Document shall become effective only upon Phillip Commodities opening and activating such Client Account. The Client is aware and agrees that the mere execution and / or acceptance of this Document and any related Member Client Document(s) by Phillip Commodities does not oblige Phillip Commodities to open a Client Account and Phillip Commodities reserves the right to accept an applicant as a Client. Phillip Commodities is not obliged to disclose reasons for not accepting the applicant.

11.4 The Client confirms that he has read and understood, and agrees that he shall from time to time regularly continue to read and understand, the Exchange Provisions, the Guidelines, Rules and Regulations issued by CMR, all applicable laws, the Operations Handbook and the terms and conditions on Phillip Commodities Web Site.

The Client agrees to abide by the Rules, Bye-Laws, Business Rules, Regulations, of the Exchanges and the circulars, notifications issued by FMC/ Exchanges/Phillip Commodities from time to time. The client also agrees to comply with the Prevention of Money Laundering Act, 2002.

Client further agrees to comply with the client wise position limits and will indemnify Phillip Commodities incase of violation of the client wise position limits and also comply with NCDEX/ TRADING-114/2006/247 dated September 28, 2006 circular issued by the National Commodity & Derivatives Exchange Limited (NCDEX) and circular no. MCX/300/2006 dated August 1, 2006 issued by the Multi Commodity Exchange of India Limited (MCX) and Guidelines issued by the Forward Markets Commission (FMC).

11.5 The Client is aware of and agrees that in the course of transacting on the Exchange or otherwise,Phillip Commodities acting itself and/ or through its Business Associates, will be acting as an agent of the Client, unless otherwise disclosed by Phillip Commodities to the Client.

11.6 The Client hereby authorises Phillip Commodities to take all such steps on the Client's behalf as may be required or advisable in Phillip Commodities opinion or discretion for compliance with the Exchange Provisions or any other law or provisions or to complete or settle any trades entered into through or with Phillip Commodities and/ or its Business Associates or executed by Phillip Commodities on behalf of the Client. However, nothing herein shall oblige Phillip Commodities to take such steps.

11.7 Notwithstanding anything stated elsewhere in this Document, Phillip Commodities may at any time in its sole discretion, prohibit or restrict the Client's access to the use of Phillip Commodities Web Site or Services and the Client's ability to trade, without any prior notice and without assigning any reasons whatsoever. For the avoidance of doubt it is further clarified that Phillip Commodities may at any time discontinue the availability of, and/ or refuse to render, any Service (whether previously rendered by Phillip Commodities to the Client or not), whether generally to all of its Clients, to a group or groups of Clients or to the Client alone, without any prior notice and without assigning any reasons whatsoever.

11.8 Phillip Commodities and the Client shall (wherever applicable), be bound by the Exchange Provisions of the concerned Exchange on which the concerned trade is effected and the Rules, Regulations and/or Notifications issued by CMR from time to time, as well as other applicable law and common business practices.

11.9 Where Phillip Commodities has permitted the Client to trade and use the Services only through the Internet, Phillip Commodities shall be entitled (but not obligated), at the sole cost of the Client accept one-time instructions from the Client through other Channels. Such one-time permission from Phillip Commodities shall not be construed as an authorisation by Phillip Commodities for such Client to have access to the Services through such other Channel.

11.10 For the avoidance of doubt, Phillip Commodities hereby reserves the right to offer/ make available all or any of the Services to the Client through a Business Associate(s). Phillip Commodities shall be entitled to discontinue without any prior notice the provision of any Service through such Business Associate(s) and/ or to replace such Business Associate(s).

11.11 Any research report or buy / sell recommendation issued to the client via sms, email or through any other mode of communication should not be considered as an offer to sell or a solicitation of any offer to buy or sell the Commodities mentioned in it. The client should seek financial advice regarding the appropriateness of investing in any Commodities or investment strategies given in the research reports or recommended through sms, email or through any other mode of communication and should understand that statements regarding future prospects may not be realized. The information contained in the research reports and buy / sell recommendation may have been taken from trade and statistical services and other sources, which Phillip Commodities believe are reliable. Phillip Commodities or any of its group companies do not guarantee that such information is accurate or complete and it should not be relied upon as such.

12. ASSOCIATED ACCOUNTS

12.1. At all times during the subsistence of this Document and thereafter until all obligations of the Client to Phillip Commodities have been fulfilled, the Client shall maintain one or more Associated Bank Accounts and one or more Associated Depository Accounts for the purpose of facilitating the Client's trading and settlement pursuant to this Document. Where any bank or Depository Participant ceases to be a Designated Bank or Designated Depository Participant, the Client shall be obliged and required to open and maintain one or more Associated Bank Accounts and one or more Associated Depository Accounts with a bank and a Depository Participant who is at that time a Designated Bank or Designated Depository Participant (as the case may be), as a condition to the continuance of the Services.

12.2 For the avoidance of doubt it is clarified that notwithstanding anything to the contrary contained in this Document, Phillip Commodities shall be entitled to require that the Client nominate only one Associated Bank Account and only one Associated Depository Account as the preferred account for the purpose of facilitating the Client's trading and settlement pursuant to this Document.

12.3 The Client shall at all times be the sole holder of each Associated Account PROVIDED THAT Phillip Commodities may, in its discretion in the future permit a Client to designate as his Associated Account(s), accounts in which such Client is a joint account holder. Provided that where an Associated Account is a joint account in accordance with the provisions of this clause, Phillip Commodities shall have the right to require that the Client should be the first joint account holder of such account. Without prejudice to the foregoing, in the event that

(a) any joint account holder refuses to execute and/ or revokes the powers of attorney and/ or instructions as required by clause 12.4 below, or

(b) any joint account holder(s) violates any of the terms of the power of attorney it has executed pursuant to clause 12.4 below, Phillip Commodities shall be entitled to refuse to offer any further Services to the Client until the Client has nominated a new Associated Account as a replacement to the Associated Account of the Client, of which the joint account holder concerned is a joint account holder.

12.4. Forthwith after the execution of this Document the Client shall deliver to the Designated Bank or Business Associate and Designated Depository Participant of every Associated Account of the Client, as well as to Phillip Commodities , powers of attorney and instructions in the Phillip Commodities prescribed format(s) executed by the Client and all other joint account holders (if applicable) of the Associated Accounts, inter alia, designating such accounts as Associated Accounts for the purposes of this Document, stating full details of the Associated Accounts, confirming and agreeing to the matters stated therein and authorising the Designated Bank or Designated Depository Participant (as the case may be) to operate the Associated Accounts on the instructions of Phillip Commodities , as more particularly stated in such powers of attorney.

12.5. The abovementioned powers of attorney and instructions shall be **ir**revocable. In case of the death, disability, dissolution, winding up or liquidation of any donor of any of the powers of attorney, the Client (or in case of the Client's demise, disability, etc., the Clients

legal representatives) shall forthwith inform Phillip Commodities and the Designated Bank and Designated Depository Participant of the same in writing. In case of death of a donor other than the Client, Phillip Commodities may in its absolute discretion either (i) require the heirs/ legal representatives of the deceased donor to execute a fresh power of attorney as required by clause 12.4 or, (ii) refuse to offer any further Services to the Client until the Client has nominated a new Associated Account as a replacement to the Associated Account of the Client, of which the deceased donor was a joint account holder.

12.6 Where Phillip Commodities has permitted the Client to designate as his Associated Account(s), an Associated Bank Account and/ or an Associated Depository Account in which the Client is a joint account holder, the Client, the joint account holders and their respective heirs, executors, administrators or legal representatives shall be liable and obliged, if so required by Phillip Commodities to execute from time to time fresh powers of attorney and instructions in the format(s) prescribed by Phillip Commodities .

12.7 The Client and/ or the joint account holders (if applicable) of any Associated Account(s) shall not, without prior written consent from Phillip Commodities , close an Associated Account or directly or indirectly operate or give instructions in respect of any Associated Account which would prejudice Phillip Commodities rights hereunder or under the authority of the power of attorney issued in its favour or which would be contrary to the provisions of this Document or any instructions given by the Client and/ or the joint account holders (if any) or any acts by the Designated Bank and/ or Designated Depository Participant pursuant to the said power of attorney. If the Client and/ or any joint account holder acts contrary hereto then, without prejudice to any other rights that Phillip Commodities may have whether under this Document or under applicable law or equity, Phillip Commodities shall be entitled to recover all loss suffered by Phillip Commodities directly or indirectly in relation to such acts from the funds and/ or collateral/ margin of the Client available with Phillip Commodities .

12.8 The Client may, with the prior written consent of Phillip Commodities , change or substitute an Associated Account from time to time. In such event the Client and the other joint account holders, if any, of such new Associated Account shall execute fresh powers of attorneys and instructions in the format(s) prescribed by Phillip Commodities in accordance with clause 12.4 and the provisions of this Document relating to Associated Accounts shall apply also to such new Associated Account and the joint account holders of such new Associated Account

12.9 It shall be the responsibility of the Client to ensure that every joint account holder of an Associated Account, as well as such joint account holder's heirs, executors, administrators and legal representatives comply with all the provisions of this clause12 as well as the other provisions of this Document to the extent that such provisions are applicable to and/ or require any act or forbearance on the part of the joint account holder. The Client shall indemnify, save, defend and hold harmless Phillip Commodities , its directors, employees, partners, agents, affiliates and Business Associates from and against any and all losses, claims liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause12 and other applicable provisions of this Document.

Without prejudice to the generality of the foregoing, all risks, costs, expenses and liabilities incurred by Phillip Commodities , either directly or through another, as a result of a joint account holder of an Associated Account revoking a power of attorney or instruction made pursuant to this clause 12, shall be borne exclusively by the Client and the Client shall indemnify Phillip Commodities , its directors, employees, partners, agents, affiliates and Business Associates, in relation to the same.

13. USER NAME AND PASSWORD

13.1 Where applicable, and depending upon the Channels through which any Service is being rendered to the Client, the Client will be entitled to a User Name, Password and/ or such other identification or security code (by whatever name called) which will enable him to access the System.

13.2 The Client acknowledges that he is fully aware of and understands the risks associated with availing of a Channel for routing orders over the Internet or the telephone including the risk of misuse and unauthorised use of his Username and/ or Password by a third party and the risk of a person hacking into the Client Account on the System and unauthorisedly routing orders on behalf of the Client through the System. The Client accepts full responsibility for the monitoring and safeguarding of the Client Account(s) and agrees that he shall be fully liable and responsible for any and all unauthorised use and misuse of his Password and/ or Username, and also for any and all acts done by any person through any Channel/ System using the Client's Username in any manner whatsoever. The Client is aware that Phillip Commodities is agreeable to offer the ORS Service and the facility of certain Channels of transmitting orders and instructions over the Internet and telephone on the condition that Phillip Commodities is not required to bear, and only on the condition that the Client agrees to bear, the risk, responsibility and liability for misuse or unauthorised use. The Client is also aware that he has the option of not availing the ORS Service and/ or any other Channel that involve the transmission of orders and instructions over the telephone and Internet. However, being fully aware of all risks, the Client desires the convenience of the ORS Service and/ or the Channels that involve the transmission of orders and instructions over the telephone and Internet, and has therefore opted for the ORS Service and the telephone and Internet enabled Channels of his own free choice and is willing and agreeable to bear all associated risks,responsibility and liability.

13.3 The Client shall be responsible for keeping the Username, Client ID, and Password confidential and secure and shall be solely responsible for all orders entered and trades done by any person whosoever through the System using the Client's Username and/ or Password whether or not such person was authorised to do so. The Client shall ensure that he is the only authorised user of the Username and/ or Password. Phillip Commodities

shall be entitled to presume that any order or instructions entered or communicated using the Client's Username and/ or Password is the Client's own order or instruction or that of the Client's duly authorised representative. The Client will be fully responsible and liable for,and will indemnify Phillip Commodities its directors, employees, partners, agents, affiliates and Business Associates, against, access and/ or use of the Client Account, any Channel, the System or Service by any third party using the Client's Username and/ or Password. At no point in time shall Phillip Commodities be liable for any loss, whether notional or actual, that may be suffered by the Client on account of the misuse of the Clients Username and Password and the Client shall be liable and responsible for the same.

13.4 The Client shall immediately inform Phillip Commodities in writing of any unauthorised use of the Client's Username and/ or Password, with full details of such unauthorised use including the date of such unauthorised use, the manner in which it was unauthorisedly used, the orders/ trades/ dealings/ settlements effected pursuant to such unauthorised use, etc. Notwithstanding the aforesaid, the Client shall be responsible and liable for such unauthorised use.

13.5 Where applicable, the Client shall log off from the ORS Service at any time the Client is not accessing or using the ORS Service and any liability incurred by the Client as a consequence of the Client not logging off the ORS Service shall be borne solely by the Client. Without prejudice to the aforesaid, Phillip Commodities reserves the right to time out a Client session and log off the Client from the ORS Service after a pre-determined time.

13.6 Without prejudice to the provisions of the aforesaid clause, the Client shall immediately notify Phillip Commodities in writing with full details if:

(i) he discovers or suspects unauthorised access through his Username, Password or account,

(ii) he notices discrepancies that might be attributable to unauthorised access,

(iii) he forgets his Password,

(iv) he discovers a security flaw in the System,

(v) he does not, on the same day as he places an order with Phillip Commodities through the System, receive a message from Phillip Commodities indicating that
he order has been received or executed,

(vi) he does not receive an accurate written confirmation of an execution; or receives confirmation of an order and / or execution which he did not place, or

(vii) he receives inaccurate information in relation to his Client Account balances, Commodities positions, collaterals/ margins or trade/ transaction history.
In case of any of the events specified above, the Client shall also immediately change his Password.

13.7 The Client agrees that orders, instructions and other communications given or made over the telephone, may be routed through Phillip Commodities Interactive Voice Response Channel or other telephone System and may be recorded by Phillip Commodities . The Client also agrees that such recording and Phillip Commodities records of any orders, instructions and communications given or made by the Client or Phillip Commodities by electronic mail, fax or other electronic means shall be admissible as evidence and shall be final and binding upon the Client as evidence of the same.

13.8 The Client agrees to provide information relating to his Username, Password and such other information as may be required while placing orders on the telephone to determine the identity of the Client.

13.9 The use and storage of any information including, without limitation, the Password, Username, portfolio information, trade/ transaction activity, account balances and any other information or orders on the Client's personal computer is at the Client's own risk and is the Client's sole responsibility.

14. ORDER ROUTING AND EXECUTION

14.1. The Client shall transmit his orders to Phillip Commodities by such of the Channels, as the Client is for the time being duly authorised in writing by Phillip Commodities to transmit orders through.Provided that Phillip Commodities may, in its sole discretion, require any order(s) placed through such Channels as it may from time to time specify, to be followed by a confirmation to Phillip Commodities and/ or a Business Associate in such manner as Phillip Commodities may prescribe from time to time hereafter.

14.2 As a precondition for execution of a purchase order, Phillip Commodities may in its sole discretion:

(i) require the Client to maintain, at the time of order placement by the Client, an Available Funds Balance in the Client Account with Phillip Commodities and / or in the Associated Funds Account(s) for the full value of the order plus any Brokerage,service tax, transaction charges, associated costs and such mark-up as Phillip Commodities may determine; and / or

(ii) require the Client to instruct the Designated Bank/ Business Associate to block the whole or a portion of the balance in one or more Associated Accounts in order to secure the payment of the purchase price of Commodities purchased or to be purchased by the Client, the other amounts mentioned in (i) above and / or the payment or performance of any other then current or possible future dues or other obligations of the Client; and / or (iii) require the amount of margin for the purchase order as prescribed by Phillip Commodities to be available in the Client's margin account, if any, with Phillip Commodities;

14.3 As a precondition for execution of a sale order, Phillip Commodities may in its sole discretion:

(i) require the Client, at the time of order placement by the Client to maintain an Available Commodities Balance in the Associated Depository Account(s) and also maintain funds required for

margin, if any, determined by Phillip Commodities i n the Client Account with Phillip Commodities and / or in the Associated Bank Account(s); and/or

(ii) require the Client to instruct the Designated Bank and/ or the Designated Depository Participant to block/transfer the whole or a portion of the cash and / or Commodities balance in one or more Associated Accounts in order to secure the delivery of any Commodities sold or proposed to be sold by the Client, the payment of margin and/ or the payment or performance of any other then current or possible future dues or other obligations of the Client; and / or

(iii) require the amount of cash margin for the sale order as prescribed by Phillip Commodities to be available in the Client's margin account, if any, with Phillip Commodities .

14.4 In case of any Commodities, which is subject of a stop transfer, the Client shall take steps to cause such stop transfer to be promptly lifted. Any loss and expense on account of a trade/ transaction with regard to such Security shall be borne by the Client and the Client hereby agrees to indemnify Phillip Commodities , its directors, employees, partners, agents, affiliates and Business Associates, in this regard.

14.5 On the day of placement of any order and/ or any day thereafter Phillip Commodities , in its discretion shall be entitled to instruct the Designated Bank and/ or the Designated Depository Participant to, and pursuant to the aforesaid instructions of Phillip Commodities and/ or the powers of attorney mentioned above in clause 12.4, the Designated Bank, Business Associate and/ or the Designated Depository Participant shall be entitled to, inter alia, block, debit and/ or transfer the whole or a portion of the balance in or from one or more Associated Accounts in order to secure or effect in favour of Phillip Commodities the payment of the purchase price of Commodities purchased or to be purchased by the Client, the delivery of any Commodities sold or proposed to be sold by the Client and/ or the payment or performance of margin and any other then current or possible future dues or other obligations of the Client. In addition,Phillip Commodities shall be entitled to, at any time, give such instructions to the Designated Bank, Business Associate and/ or the Designated Depository Participant, as Phillip Commodities may think fit and proper for securing Phillip Commodities rights and interests or for the payment or delivery of any amount or Commodities which are then or may thereafter become payable or deliverable by the Client to Phillip Commodities or any of its Business Associates, and the Client agrees that the Designated Bank, Business Associates and/ or the Designated Depository Participant shall give effect to such instructions pursuant to the aforesaid powers of attorney or otherwise, and the Client shall not do or omit to do anything which may prevent the Designated Bank, Business Associate and/ or the Designated Depository Participant from acting on Phillip Commodities instructions.

14.6 The client agrees that (i)instructions given by Phillip Commodities to the Designated Bank, Business Associate and/ or the Designated Depository Participant to block /debit and/or transfer funds or Commodities in or to debit or transfer from an Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through Phillip Commodities will be given first priority over any prior or subsequent other instructions or cheques given or issued by the Client or any joint account holder by itself or through any other attorney of the Associated Account, (ii) funds or Commodities once blocked on the instructions of the Client or Phillip Commodities and/ or a Business Associate in connection with a trade/ transaction entered into or to be entered into by the Client with or through Phillip Commodities or any Business Associates can be released only with the express written consent of Phillip Commodities or any Business Associates to the Designated Bank, any other Business Associate and/ or the Designated Depository Participant; and (iii) if the Client or Phillip Commodities has given any blocking, holding, debit or other instructions in respect of any funds or Commodities in any Associated Account in connection with a trade/ transaction entered into or to be entered into by the Client with or through Phillip Commodities /or any of its Business Associate and the Designated Bank/Business Associate and/or the Designated Depository Participant receives transfer, debit or other instructions in respect of such funds or Commodities from the Client or any other person, then the Designated Bank/Business Associate and/ or the Designated Depository Participant shall first give effect to the first-mentioned instructions and shall also transfer the concerned funds and/ or Commodities as per the instructions of Phillip Commodities .

14.7 Unless Phillip Commodities otherwise determines, all orders for dealing or trading in Commodities and other instructions routed through the System via the Client's Username or Client ID shall be given and/or deemed to have been given by the Client.

14.8 All orders authorized by the Client for the purchase/ sale of the Commodities, which may be listed on more than one exchange may be executed on any exchange by Phillip Commodities unless otherwise specifically directed by the Client at the time of submitting the order.

14.9 The Client understands that placing an order with Phillip Commodities including a market order, does not guarantee execution of the order.

14.10 Phillip Commodities shall not be deemed to have received an order unless and until it has actually received the order in the order-receiving module of the Channel concerned. The Client shall not be entitled to presume that any order transmitted by the Client has been received by Phillip Commodities until Phillip Commodities has confirmed receipt of such order in manner set out in clause 20.

14.11 The issue of a contract note/ confirmation note by Phillip Commodities (as prescribed in clause 20.1) will establish an enforceable obligation on the part of the Client, and the Client shall be and hereby agrees to be solely liable for, and agrees to indemnify, defend and hold harmless Phillip Commodities , its officers, directors, employees agents and/ or Business Associates from and against any and all claims, liability, damages and/ or costs (including but not limited to legal fees) arising from, out of or in connection with any order given by the Client

14.12 The Client shall be allowed to trade or deal only during Trading Hours. However, Phillip Commodities may at its discretion, agree to receive orders even outside Trading Hours. Phillip Commodities may accumulate such orders received outside Trading Hours and route such orders for possible execution when the concerned Exchange next opens for trading.

14.13 All orders duly received by Phillip Commodities through the System or otherwise through any Channel may be executed in good faith and shall be valid as against the Client until separately cancelled in accordance with the provisions of this Document or automatically cancelled by the Exchange.

14.14 The Client agrees to ensure that all orders and instructions which Phillip Commodities receives from the Client are absolutely clear and unambiguous; and the Client agrees that if any instructions or orders or any details thereof are not absolutely clear and unambiguous, Phillip Commodities , its employees or authorised representative shall be entitled to interpret the same as per his/their understanding and such understanding and interpretation shall be treated as final and binding upon the Client. The Client further agrees that Phillip Commodities may refuse to execute an incomplete or ambiguous instruction. The Client shall be solely liable for any error he has made in composing or transmitting an instruction to Phillip Commodities .

14.15 The Client understands and agrees that with respect to a market order or any other order, the Client will receive the price at which the Client's order is actually executed by the Exchange's systems; and such price may be different from the price at which the Commodity is trading when the Client's order is entered into the System or duly received by Phillip Commodities through a Channel. The Client shall not hold Phillip Commodities liable for any loss suffered by the Client due to any price difference.

14.16 Phillip Commodities may from time to time in its discretion impose and vary limits on the orders and trades which the Client can place and enter into through System and/ or Service (including margin %, exposure limits, turnover limits, limits as to the number, value and/or kind of Commodities in respect of which orders can be placed. Phillip Commodities may choose not to intimate the Client of the limits and any variation thereof. The Client is aware and agrees that Phillip Commodities may need to urgently vary the limits or impose new limits or prohibit or restrict the Client's ability to place orders or trade in Commodities through Phillip Commodities on the basis of Phillip Commodities risk perception and other factors considered relevant by Phillip Commodities , and Phillip Commodities may not necessarily inform the Client of the same. The Client agrees that Phillip Commodities shall not be responsible or liable for the Client's inability to place any order, enter into any trade and/or square-off transaction that Phillip Commodities may need to initiate on account of any such variation, imposition, restriction or prohibition.

14.17 Phillip Commodities shall have the right to refuse or to accept the whole or a part of any order or instruction received by Phillip Commodities from the Client, and /or refuse to execute the whole or a part of any accepted order or instruction without assigning any reasons thereof. In particular and without prejudice to the generality of the foregoing, Phillip Commodities may refuse to accept or execute the whole or a part of any order or instruction: -

(i) based on Phillip Commodities risk perception of such order; or instruction; or

(ii) if Phillip Commodities believes that to accept or execute such an order or instruction will or may contravene a law or regulation/circular/notification

(iii) if the order is out of the limits of the Available Fund Balance or the Available Commodities Balance of the Client.

14.18 The Client alone shall be responsible for complying with all international, federal, state, local and/ or any and every other applicable law and regulation in respect of the Client's orders, instructions, trades and transactions at the Client's cost. Phillip Commodities shall not be liable or responsible for any failure or default in respect thereof. The Client agrees to indemnify and hold Phillip Commodities, its directors, employees, partners, agents, affiliates and Business Associates harmless from and against any and all losses, claims, liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 14.18.

14.19 Though orders will generally be routed to the Exchange's systems within a few seconds from the time the order is placed by the Client on the System, Phillip Commodities shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.

14.20 The Client agrees that Phillip Commodities may, at its sole discretion, subject any order placed by a Client to manual review and entry, which may cause delays in the processing of the Client's order or may result in rejection of such an order.

14.21 Phillip Commodities may, at its sole discretion allow or disallow margin trading, at any time, by the Client either generally in relation to the Services or specifically in relation to any particular Commodity(ies).

14.22 The CLIENT is aware that the MEMBER tape-records the conversations between the CLIENT's representative and the MEMBER, either personally or over the telephone, and hereby specifically permits the MEMBER to do so. Such recordings may be relied upon by the MEMBER as and when required to resolve disputes in connection with the trading transactions.

15. TRANSACTIONS AND SETTLEMENTS

15.1. The Client's orders and instructions and all contracts, trades and transactions entered into pursuant thereto and the settlement thereof will be in accordance with the Exchange Provisions and other applicable law. The Client shall be responsible for paying and delivering to Phillip Commodities the required funds or Good Delivery Commodities within such time as Phillip Commodities may specify for fulfillment of the Client's payment and delivery obligations. If the Client fails to deliver to Phillip Commodities any Commodities that have been sold

by or for the Client, when required by Phillip Commodities , then Phillip Commodities shall be entitled, but not bound to, in its own discretion and at the risk and cost to the Client, borrow or otherwise obtain such Commodities to enable Phillip Commodities to make delivery to the relevant Clearing House/ Clearing Corporation, as the case may be.

15.2 Phillip Commodities may, but shall not be bound to, in its discretion and at the risk and cost to the Client, at any time Square-off all or any Outstanding Positions of the Client on any/all Exchange(s) and segment(s) in such manner as Phillip Commodities thinks fit and without any prior notice to or approval of the Client. The Client agrees to bear and pay the losses arising from such Squaring-off. In particular, and without prejudice to the generality of the above:-

(a) If the Client has entered into a Short Sale or a Long Purchase then Phillip Commodities shall be entitled to, at any time before the Client has Squared-off his Short Sale or Long Purchase position, Square-off and / or carry forward the whole or part of the Short Sale or Long Purchase position on any day, at any place (Exchange), at the price determined by Phillip Commodities or at market price and in any manner as Phillip Commodities thinks fit, or permit the Exchange to close out or auction such position; and the aforesaid shall be at the Client's risk and cost including brokerage, trade/transaction charges and penalty on Square-Off/Close-out.

(b) In the event of death or insolvency/liquidation of the Client or his otherwise becoming incapable of receiving, paying for, delivering or transferring Commodities bought or sold by or through or on behalf of Phillip Commodities , Phillip Commodities may Square-Off the whole or part of all or any of the Client's Outstanding Positions and the Client or his legal representative shall be liable for any losses and costs of such Squaring-off and shall be entitled to any surplus which may result therefrom.

(c) If the Client has been permitted to do margin trading, Phillip Commodities shall be entitled to Square-off the Client's Outstanding Position, inter alia, where, in Phillip Commodities opinion, the actual loss and/or the mark-to-market loss on the Outstanding Positions of the Client has breached or may breach the margins maintained by the Client with Phillip Commodities , where the margin or collateral placed by the Client and made available with Phillip Commodities falls short of Phillip Commodities requirements, where any limit given to the Client has been breached or where the Client has defaulted on any existing obligation.

(d) Phillip Commodities may Square-off any Outstanding Position(s) of the Client due to all or any of the following:

(i) the volatility in the market;

(ii) impending price sensitiv announcements;

(iii) any restrictions in relation to volume of trading/ outstanding business or margins stipulated by any Exchange, Clearing Corporation/Clearing House and/ or Phillip Commodities ;

(iv) political instability in the country,

(v) presence of any other price sensitive factors; and/ or

(vi) delays by the Client in meeting his obligations/ dues to Phillip Commodities and/ or the Clearing Corporation/ Clearing House.

(vii) as stipulated and directed by FMC or the Exchange

15.3 Phillip Commodities shall have the right to retain and/ or set-off and adjust any amounts payable to the Client against any present or future receivables from the Client (whether accrued or contingent). More particularly, Phillip Commodities shall have the right to:

(i) set off and adjust all funds, receivables, collateral/ margins of the Client lying with Phillip Commodities and/or with the Designated Bank or Business Associate and/ or any amounts payable to the Client against all present and future dues and receivables of, and amounts payable by, the Client, across segments and/ or Exchanges for the settlement of dues and/ or for margin/ collateral requirements, of the Client, without any reference to the Client.

(ii) set off and adjust all Commodities of the Client lying with Phillip Commodities or with the Designated Depository Participant across segments and/ or Exchanges for the settlement of the Client's Outstanding Positions in any segment or Exchange, without any reference to the Client.

(iii) set-off and adjust all funds, receivables, collateral/ margins of the Client lying with Phillip Commodities and/or with the Designated Bank or Business Associate and/ or any amounts payable to the Client, as well as all Commodities of the Client lying with Phillip Commodities and /or the Designated DP in relation to a particular Service, against all present and future dues and receivables of, and amounts payable by, the Client in relation to any other Service or, for the settlement of the Client's Outstanding Positions in relation to any other Service, without any reference to the Client.

(iv) set-off all funds, receivables, collateral/ margins of the Client lying with Phillip Commodities and/or with the Designated Bank or Business Associate and/ or any amounts payable to the Client, as well as all Commodities of the Client lying with Phillip Commodities and /or the Designated DP in relation to a particular Service, against all present and future dues and receivables of, and amounts payable by, the Client to or through Phillip Commodities in relation to any service(s) not covered by this Document, that Phillip Commodities may offer or make available (either itself or through any other Business Associate) to the Client, without any reference to the Client

The Client hereby waives any and all objection to, and hereby authorizes Phillip Commodities to adjust/ appropriate its funds, receivables and margins, collaterals and/ or Commodities as aforesaid.

15.4 Any order given by the Client to Phillip Commodities shall be binding upon the Client or his

legal representatives until actual notification of the death of the Client is communicated to Phillip Commodities Such communication shall not affect/ prejudice the rights of Phillip Commodities hereunder.

15.5 All Commodities and/ or funds in the Associated Accounts with the Designated Depository Participant and/or Designated Bank and/ or Business Associate (as the case may be) respectively or in the Client Account or otherwise with Phillip Commodities (whether such accounts be single or joint) shall be subject to a lien for the discharge of any and all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may have towards or through Phillip Commodities and/or its Business Associate; and the same may be held by Phillip Commodities as security for the discharge thereof.

15.6 In enforcing its set off, lien and/ or other rights, Phillip Commodities may, in its sole discretion, determine which Commodities are to be sold or appropriated, which account is to be debited or which outstanding positions are to be closed.

15.7 The Constituent acknowledges that all contracts culminating in delivery (which are not squared off and information for giving and taking delivery is given by the Constituents) would be transactions for purchase and sales between the Constituents inter-se and the Constituents would be personally liable to each other though the contract and relationships are governed and by the Bye Laws, Rules and Regulations of the Exchange.

15.8 The Constituent 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 Constituent and shall confirm the Delivery /Receipt to be effected against Delivery information submitted by the Member Constituent shall co-ordinate with the Member to ensure that all requirements for giving / taking delivery are fulfilled. Constituent shall alaso 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.

Constituent 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 Constituent or any other Member of the Exchange within stipulated period as specified by the Exchange from time to time.

15.9 Client understands that Phillip Commodities is acting as an agent of the client and cannot be held liable for transactions executed on the Exchange platform. In case Phillip Commodities does not receive payout of funds / securities/commodities/collaterals from the Exchange / Clearing Corporation /Clearing House/ Depository/Counterparty, then Phillip Commodities is not liable to give such payout to the client and Phillip Commodities shall not be liable in whatsoever manner and client cannot and will not claim the same from Phillip Commodities. In case part payout is received from the Exchange / Clearing Corporation /Clearing House/Depository/ Counterparty, then client shall also get part payout and client cannot and will not claim the balance payout from Phillip Commodities.

In case of fraud/violation/non-compliance of any type by any entity other than Phillip Commodities in the process of transactions, clearing and settlement , Phillip Commodities cannot and will not be held liable in whatsoever manner and client cannot and will not file any claim(s) of whatsoever nature against Phillip Commodities in this regard.

16. COLLATERAL & MARGIN

16.1. The Client agrees and undertakes to immediately deposit with Phillip Commodities such amount of,and such type of collateral and margin, as Phillip Commodities may in its sole discretion from time to time require as and by way of an interest free collateral/ margin. The manner in which the Client with Phillip Commodities shall validly deposit such collateral margin is set out in clause 17.

Phillip Commodities shall have the sole and absolute discretion to refuse any collateral/ margin offered by a Client. Phillip Commodities shall be entitled in its sole discretion to revise the amount of and/ or modify or revise the type of collateral/ margin it shall require from the Client from time to time. Phillip Commodities shall also be entitled to prescribe haircut percentages from time to time in relation to any collateral/ margin and revise the same at any time without giving any prior notice to the Client. Current haircut percentages in relation to collateral/ margins shall be provided by Phillip Commodities on the Phillip Commodities Web Site and shall be otherwise available upon demand at Phillip Commodities office(s) and/or the offices of its Business Associates, and the Client agrees to keep himself updated in respect thereof.

16.2 The Client agrees that Phillip Commodities shall be entitled in its sole discretion to require the Client to deposit with Phillip Commodities a higher collateral/ margin than that prescribed by the Exchange or any other applicable law. Phillip Commodities shall also be entitled to require the Client to keep permanently with Phillip Commodities a deposit/collateral/ margin of a value specified by Phillip Commodities so long as the Client desires to avail of Phillip Commodities Services. If any Commodities is found not to be of Good Delivery at any time after its deposit with Phillip Commodities, Phillip Commodities is entitled to reduce the amount attributable to such Security in the Client Account and the Client shall immediately replace the same, failing which Phillip Commodities is entitled to revise the limits of the Client and/or square-off any outstanding position.

16.3 The Client hereby gives to Phillip Commodities an irrevocable and unconditional right to appropriate any collateral or margin, without any reference to the Client in order to discharge of any and all then current or future indebtedness or any other obligation (including contingent indebtedness or obligation) that the Client may have to or through Phillip Commodities and/ or Business Associate.

16.4 Without prejudice to the provisions of clause16.2 & 16.3, in case the Client does not provide the required collateral/ margin within the time frame specified by Phillip Commodities , Phillip Commodities shall have the right to:

(i) Appropriate and/ or transfer and/ or sell all or any Commodities, cash or collateral in the Client Account and/ or instruct the Designated Bank/Business Associate and/ or Designated Depository Participant (as the case may be) to sell and/ or transfer all or any funds or Commodities in any Associated Account and retain the proceeds thereof;

(ii) Square-off all or any Outstanding Positions;

(iii) Prevent any new orders from being placed and/ or executed by the Client; and/ or

(iv) Take such other action as Phillip Commodities thinks fit and proper.

Phillip Commodities may exercise all or any of the above rights in such manner as Phillip Commodities thinks appropriate, without demand for additional margin or collateral, or advance notice or advertisement, on any Exchange or other market where such business can be transacted, at a public auction or by private sale and Phillip Commodities and/or any of its Business Associates may be the purchaser/ seller for its own account. Any prior demand, call or notice given in this regard shall not be considered as a waiver of Phillip Commodities right to exercise its rights without any such demand, call or notice.

16.5 Phillip Commodities shall be entitled to debit all costs/ expenses incurred by it in relation to or associated with the margins/ collaterals of the Client to the Client Account.

16.6 The Client is liable to pay an initial margin up-front on or before creating a position in any Derivatives contract. Such margin shall be the higher of that determined by the Member or the Exchange from time to time. Furthermore, the Client is liable to pay (or receive) daily margins depending upon whether the price of the Derivatives contract moves for or against the position taken. The Client may also be liable to pay withholding margins, special margins or such other margins as are considered necessary by the Member or the relevant Exchange from time to time.

The Member shall be entitled to charge interest and / or at such rate as may be determined by the Member in its sole discretion on the debit balance in the collateral/margin account of the Client. Without prejudice to the foregoing, the Member shall be entitled to refuse to execute any orders of the Client, until such time as the Client has deposited adequate collateral/ margin to the satisfaction of the Member. The Client agrees that except for the first and exclusive interest created by the Client in favour of the Member, without the prior written consent of the Member, it shall not cause and/ or allow any collateral/ margin deposited with the Member to be or become the subject matter of any lien or pledge or encumbrances of any nature whatsoever.

All collateral/margin owned by the Client singly or jointly and deposited with the Member for the purpose of securing the dealings of the Client shall be subject to a continuing security, lien and set off for the discharge and satisfaction of the obligations or liabilities of the Client to the Member, any agent or sub-broker/Authorised Person of the Member and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity acting for or on behalf of the Member. The Member may hold such collateral/ margin until the dues and/ or obligations of the Client as aforesaid are fully satisfied and the Client shall remain liable for any deficiency that may arise after applying the proceeds of such collateral/ margin.

The Member is authorised to deposit with any depository participant, Clearing House/ Clearing Corporation (as the case may be), any custodian or any other such authority authorized for this purpose under applicable law, all or part of collaterals/ margins placed by the Client with the Member as security for the Client's dealings or as collateral/margin for the purpose of operation of this Document, until such time as the Client becomes eligible for delivery or refund (as the case may be) of such collateral/ margin.

The Member reserves the right, in its sole and absolute discretion to collect additional margins (even though not imposed by the the relevant Exchange (as the case may be), the Clearing House/ Clearing Corporation (as the case may be) and/ or CMR), and the Client shall be obliged to pay such additional margins to the Member within such time and in such manner as may be required by Phillip Commodities .

The daily margin requirement can be adjusted against the collateral maintained by the Constituent with the Member. The Member shall accept from the Constituent 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 Constituent shall deposit the additional margins as required by the Member. The Constituent shall also be obliged to pay the shortfall of the daily mark to market margin, if any, on the immediate succeeding business day when the Member raises such additional margin requirement. The Constituent shall not be permitted to create any new open positions, until receipt of such additional margin.

If the Constituent defaults in paying the daily margin, the Member shall be entitled to liquidate / close out all or any of the Constituent'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 Constituent.

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 Constituent shall be obliged to fulfill such additional margin requirements.

The initial deposit so paid shall be first utilized towards initial margin requirement as calculated by the Exchange from time to time and the balance if any, after such adjustment against initial margin payments, will be available for adjustment against daily margin requirement, Mark to Market (MTM) loss on open positions created by the Constituent.

The Constituent shall forward in advance a written request to the Member for adjustment MTM loss against the cash portion of the collateral.

The Member will block up-front from the collateral maintained with it the MTM loss on open positions. The Member shall accept from the Constituent further order, which, if executed, will add to the open positions, only if the balance collateral is sufficient to meet the requisite margin on such new positions. The Constituent shall be obliged to pay the amount of MTM loss blocked against the collateral before commencement of trading on the next day. The Member will adjust the Constituent's liability towards MTM loss against the initial deposit maintained in cash by the Constituent, provided a written request is given by the Constituent to the Member to this effect. If the Constituent defaults in paying in the MTM loss, the Member shall be entitled to liquidate/ close out all or any of the Constituent'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 Constituent.

On a written request from the Constituent, 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 Constituent 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 position by the Constituent.

The Client agrees to abide by the applicable exposure limits, if any, set by the Member and/ or by the relevant Exchange, Clearing House/ Clearing Corporation (as the case may be) or CMR, from time to time.

Without prejudice to the Member's other rights including the right to refer a matter to arbitration,the Member shall be entitled to liquidate/ close out all or any of the Client's positions for non-payment of margins, other amounts due from the Client to the Member, an Exchange,a Clearing Corporation/ Clearing House, any agent or sub-broker/Authorised Person of the Member and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity acting for or on behalf of the Member, or any other outstanding debts, etc. Any and all losses, financial charges and/ or incidental expenses incurred by the Member on account of such liquidation/ closing out shall (at the discretion of the Member), be reimbursed by the Client/ charged to and borne by the Client/ deductible by the Member from the monies and/ or collateral/ margin of the Client available with the Member.

17. CREATION OF CHARGE OVER COLLATERAL/ MARGIN

17.1 Phillip Commodities shall from time to time prescribe and/ or vary the manner in which any collateral/margin shall be secured in favour of Phillip Commodities.

17.2 Subject to the foregoing,

(a) Commodities:

In the case of collateral/ margin in the form of those Commodities as approved by Phillip Commodities from time to time for deposit by a client as collateral/ margin, the same shall be secured in favour of Phillip Commodities in the following manner:

(i) The Client shall create a pledge over the Commodities that it proposes to secure in favour of Phillip Commodities as collateral/ margin, by issuing appropriate pledge instructions to the Associated Depository Participant, Warehouse Manager, Custodian, in the manner prescribed by the Depository, Warehouse Manager, Custodian, concerned from time to time.

(ii) Phillip Commodities shall treat such pledge as being valid collateral/ margin only when Phillip Commodities is satisfied that the pledge instructions are irrevocable.

(iii) The pledge created shall be a continuing security and may be invoked by Phillip Commodities in the manner and in the circumstances set out in clause 16 of this Document. Without prejudice to the foregoing, the pledge may be invoked by Phillip Commodities in part.

(iv) Where a Client wishes to reduce its exposure or close all of its Client Accounts with Phillip Commodities ,Phillip Commodities shall be obliged to close the whole or part of any pledge only after it has satisfied all dues referred to in clauses 16.

(v) All costs, charges and expenses incidental to or otherwise in relation to the creation, closure and/ or invocation of a pledge shall be borne by the Client. In the case of collateral/ margin in the form of Commodities other than those commodities, as approved by Phillip Commodities from time to time, for deposit by a client as collateral/ margin, the same shall be secured in favour of Phillip Commodities in the manner that shall hereafter be prescribed by Phillip Commodities from time to time in relation to various types/ forms of Commodities.

(b) Securities: In case of collaterial/margin in form of those securities such as Equities, Bonds, Mutual fund units etc. as approved by Phillip Commodities from time to time for deposit by a client as collateral / margin the same shall be secured in favour of Phillip Commodities.

(c) Bank Guarantees: In the case of collateral/ margin in the form of an irrevocable and unconditional bank guarantee, the Client shall procure a bank guarantee, from a bank or other financial institution approved by Phillip Commodities from time to time for this purpose, in favour of Phillip Commodities in the standard format prescribed by Phillip Commodities from time to time.

(d) Fixed Deposit: In the case of collateral/ margin in the form of a fixed deposit, the Client shall create a fixed deposit, held with a bank or other financial institution approved by Phillip Commodities from time to time for this purpose, in favour of Phillip Commodities in the standard format prescribed by Phillip Commodities from time to time, with such liquidation and pay out instructions as Phillip Commodities shall prescribe from time to time.

(e) Cash: In the case of collateral/ margin in the form of cash, the Client shall deposit such cash with Phillip Commodities in the manner prescribed by Phillip Commodities from time to time.

(f) Others: In the case of collateral/ margin of a type or nature other than as aforesaid, that Phillip Commodities may from time to time accept as collateral/ margin, the manner in which such collateral/ margin shall be validly deposited with Phillip Commodities, shall be such as shall be prescribed by Phillip Commodities from time to time in relation to such type of collateral/ margin.

18. CANCELLATION / MODIFICATION REQUESTS

18.1 The cancellation or modification of an order pursuant to the Client's request is not guaranteed. The order will be cancelled or modified only if the Client's request for cancellation or modification is duly received and the order is successfully cancelled or modified before it is executed. Market orders are subject to immediate execution wherever possible.

18.2 The Client shall not be entitled to presume an order as having been executed, cancelled or modified until a confirmation from Phillip Commodities is received by the Client in that behalf as the case may be. However, due to technical or other factors the confirmation may not be immediately transmitted to or received by the Client, and such delay shall not entitle the Client to presume that the order has not been executed, cancelled or modified, as the case may be, unless and until Phillip Commodities has so confirmed in writing.

18.3 The Client understands that the Exchange may annul a trade suo-moto without giving a reason thereof. In the event of such an annulment, Phillip Commodities shall be entitled to cancel the relative contract(s) with the Client. It is clarified that such trade shall also be deemed to be automatically cancelled.

19. BROKERAGE, COMMISSIONS AND FEES & OTHER CHARGES

19.1. The Client agrees to pay Phillip Commodities brokerage, commission, fees, service tax and other taxes and trade/ transaction expenses/other charges as they exist from time to time and as they apply to, the Client Account and trades/ transactions of the Client, the Services that Phillip Commodities renders to the Client and the Channels made available by Phillip Commodities to the Client. The Client also agrees that Phillip Commodities may deduct and appropriate any of the aforesaid amounts from any amount payable by Phillip Commodities to the Client or may instruct the Designated Bank and/ or Business Associate (as the case may be) to transfer such amount to Phillip Commodities from an Associated Funds Account.

19.2. The Client agrees that Phillip Commodities may from time to time in its sole discretion, but subject to the Exchange Provisions, determine and modify the amount of brokerage, commissions, fees and other amounts payable by the Client. A schedule of current brokerage, fees and commissions, applicable service and other taxes and other trade/ transaction expenses shall be provided by Phillip Commodities on Phillip Commodities Web Site or the Client Back Office login and shall be otherwise available upon demand at Phillip Commodities office(s) and/ or the office(s) of Business Associates notified by Phillip Commodities for this purpose, and the Client agrees to keep himself updated in respect thereof at all times.

19.3 Phillip Commodities may charge brokerage rates at maximum permissible limits in case:

(a) there is delay in making payment by the client; or

(b) forced liquidation of client's securities/open position in commodities/spot commodities as per the Terms and conditions, Rights and Obligations and Rules, Business Rule, Bye-law and Regulations of Exchange ; or

(c) If any adverse order/ruling/judgment is passed against the client by Exchange/SEBI/FMC/ Court/Income tax or any other Regulatory authority; or

(d) If any regulatory proceeding/investigation has been initiated against the client by Exchange/SEBI/ FMC/Court/Income tax or any other Regulatory authority.

20. CONFIRMATIONS

20.1 Confirmation of receipt of an order by Phillip Commodities shall be communicated to the Client in the order-confirming module of the Channel through which the order was made. Details of the order-confirming module of each Channel are available on the Phillip Commodities Web Site and shall be otherwise available upon demand at Phillip Commodities office(s), and the Client agrees to keep himself updated in respect thereof. Upon execution or cancellation of an order for which the Client has received a confirmation as aforesaid, Phillip Commodities shall issue a contract note or confirmation note confirming execution of the order. Such confirmation note or contract note shall be delivered to the Client within such number of days as shall be prescribed for such delivery. The contract note or confirmation note (as the case may be) may be sent by postal mail, electronic mail or other electronic (including digital form) and this shall be deemed to be a valid delivery thereof by Phillip Commodities. It is the responsibility of the Client to review, immediately upon first receipt, whether

delivered to him online, by postal mail, by electronic mail or any other electronic means, all confirmation notes/ contract notes of orders or trades. It is also the responsibility of the Client to follow-up with Phillip Commodities for all such confirmations notes/ contract notes that contain discrepancies or are not received by him within the stipulated time.

20.2 Without prejudice to the foregoing, the Client agrees and understands that due to technical or other factors, an order which has been received by Phillip Commodities may not be immediately confirmed to the Client. Such delay in confirmation shall not entitle the Client to presume that the order has not been received by Phillip Commodities and the Client shall remain liable to Phillip Commodities for every order of the Client duly received by Phillip Commodities.

20.3 The Client shall bring any errors in any report/ any communication, contract note or confirmation note of executed trades (including execution prices, commodities or quantities) to Phillip Commodities notice in writing, via electronic mail or fax within 24 hours of receipt of the concerned report, contract note or confirmation note. Any other discrepancy in a report, contract note or confirmation note shall be notified by the Client to Phillip Commodities in writing, via electronic mail or fax within 24 hours from the time of receipt of the report, contract note or confirmation note (as the case may be). In all cases, Phillip Commodities shall have the right to accept or reject the Client's objection. In case the objection is not received by Phillip Commodities within a period of 24 hours, the report statement, contract note or confirmation note sent by Phillip Commodities shall be deemed to have been accepted by the Client.

Phillip Commodities may also sent the Daily Activity Statements (DAS) to the client on the client's registered email ID which reflects the open positions, collateral details, ledger balance, etc. Incase of any discrepancy in the DAS the client is required to report the same to Phillip Commodities in writing within 24 hours of its receipt failing which the same shall be deemed to have been accepted by the Client.

20.4 There may be a delay in Phillip Commodities receiving the reports of a trade/ transaction status from the respective Exchanges. Accordingly, Phillip Commodities may forward to the Client late reports, contract notes or confirmation notes in respect of such trades/ transactions that were previously unreported to him or were incorrectly reported to him as being expired, cancelled, or executed. The Client shall not hold Phillip Commodities responsible for any losses suffered by the Client on account of any late reports/ statements, contract notes or confirmation notes, or any errors in reports/ statements, contract notes or confirmation notes computed by or received from any Exchange/Phillip Commodities.

20.5 The CLIENT agrees to receive the confirmation of transactions executed on his / its behalf by way of Electronic Contract Notes (ECN) authenticated by means of digital signature in substitute of the Physical contract notes. However, the MEMBER may at its discretion, continue to issue contract notes in physical format instead of ECN with or without levying charges for the same.

The client needs to sign the Electronic Contract Note (ECN) Declaration form in the specified format if the client wishes to receive the contract notes on his email ID.

The client agrees:

(i) To receive Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc in electronic form at email Id provided by me/us to Phillip Commodities in relation to trades / transaction done on the exchanges through Phillip Commodities.

(ii) To complete the necessary formalities that are required under the provisions of the Information technology Act, 2000 for getting the above facility. Client shall initially download the specified software (signature verifier utility) or any other software as may be advised by Phillip Commodities from time to time on our computer and the same shall be used for receiving, viewing, storing the Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc that shall be sent by the Phillip Commodities from time to time in respect of the trades/ transactions that have been executed by the client through Phillip Commodities.

(iii) Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc sent by Phillip Commodities from time to time to client's email id shall be deemed to have been delivered to client and it shall be presumed that the same is in order unless any discrepancies are given by the client in writing to Phillip Commodities within 24 hours of receipt of the same. . Client confirms that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the given e-mail ID.

(iv) In case of client's written request for physical Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc, client shall personally collect or may be sent at address specified in requesting letter (at cost, if any, as applicable)

(v) Client hereby states that the handing over of the said contract note(s) / bill(s) / Ledgers / Confirmation notes or any communication in respect of client's transactions relating to client's trading account with Phillip Commodities, at addresses mentioned in cleint's request letter shall be treated as due discharge of obligation of the Member under the Rules and Regulations and bye-laws of FMC and/or the commodity/spot exchange(s).

(vi) Contract notes, bills, ledgers, transaction statement may also be kept on Phillip Commodities back office website which can be downloaded the client through the login id and password provided by Phillip Commodities to me / us.

(vii) The above service may require to, use password /digital signature and client will be responsible for confidentiality and proper use at all time of password/ digital signature for all transactions initialed through the service.

The Electronic Contract Notes will be deemed to have been delivered at the designated location (specified from time to time) where the CLIENT logs into the internet site using his / its username password. The CLIENT accepts the same as delivery of the contract note.

The ECN will be available for such time as specified from time to time at the Designated location. The CLIENT will be required to save / print / download the contract notes (HTML/ Files) for archiving.

Further, the MEMBER and the CLIENT hereby agrees to abide by the amendment in ECN from time to time if required, for complying with any statute, Regulation or with the requirements of any competent authority.
The CLIENT further agrees to receive electronically / digitally, such documents required to be sent by the MEMBERS from time to time as specified by any statute, Regulation or competent authority.

21. SPECIAL FINANCIAL CHARGES

Without prejudice to any other provision of this Document the Client understands and agrees that the Member may charge an additional financial charge according to the Rules, Bye-laws and Regulations of the relevant Exchange and usual customs of the market,

(i) on the dealings made under or pursuant to this Document;

(ii) on the balance outstanding payable to the Member;

(iii) for any extra service(s) rendered by the Member; or

(iv) for such extra/ reasonable costs, including legal fees, incurred by the Member for collecting the dues payable by the Client to the Member, an Exchange, a Clearing Corporation/ Clearing House, any agent or sub-broker/Authorised Person of the Member and/ or any other individual, partnership, corporation, company, organisation, association, trust or other entity acting for or on behalf of the Member.

22. PROVISIONS IN THE EVENT OF A DEFAULT

In the event of a default by the Member on its own account, the Client's money will not be utilized to meet the Member's liabilities. In such cases, the Client's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Bye-laws and Regulations of, the relevant Exchange, or the Clearing House/ Clearing Corporation (as the case may be). The loss, if any caused to the Client because of such action would be recoverable by the Client from the Member. In the event of failure of the Client to fulfil its obligations to the Member, relevant Exchange (as the case may be), CMR, or the Clearing House/ Clearing Corporation (as the case may be), the Member shall be entitled in its sole discretion to close out the Client's position. The money and/ or collateral/ margin, if any, of the Client available with the Member or with any other member, the relevant Exchange (as the case may be), or the Clearing House/ Clearing Corporation (as the case may be), may be lawfully adjusted by the Member against the Client's liabilities/ obligations.

The Professional Clearing Member (PCM), if opted by the Constituent to settle his trades, shall confirm all trades executed as PCM trades on the day the order is executed. In the event of non-confirmation and /or rejection of the trade by such PCM, the Constituent shall be liable to pay forth with the applicable margin as enunciated by the Member on the same day.

23. INVESTMENT ADVICE

23.1 Phillip Commodities does not intend to give and the Client acknowledges that Phillip Commodities shall not be liable to provide to the Client, any tax, legal or investment advice of any kind, or any advice or opinion with respect to the nature, potential value or suitability of any particular Commodities, trade, transaction, investment or investment strategy. The Client understands and agrees that in the event the Client receives or accesses any investment research reports or any investment or other recommendations or advice from Phillip Commodities and / or any Business Associates (or any employee or official of Phillip Commodities or a Business Associate) or on Phillip Commodities Web Site or that of any Business Associates, 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 the Client's investment objectives and Phillip Commodities shall not be responsible or liable for the same for any reason whatsoever.

23.2 The Client also acknowledges that Phillip Commodities employees, Business Associates and/ or any employee of any Business Associates are not authorized to give any such advice and that the Client will not solicit or rely upon any such advice from Phillip Commodities , a Business Associate and/ or any of the employees of Phillip Commodities and/ or a Business Associate. The Client agrees that in the event of Phillip Commodities or any employee or official of Phillip Commodities , 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 Phillip Commodities shall not be liable or responsible for the same.

23.3 The Client agrees and undertakes to assume full responsibility for all his investment decisions and trades. Phillip Commodities , its officers, directors, partners, employees, Business Associates, agents and affiliates will have no liability with respect to any investment decisions, trades or losses of the Client.

24. REPRESENTATIONS AND WARRANTIES OF THE CLIENT

24.1 The Client represents and warrants to Phillip Commodities that all the information provided and statements made in the Client's Client Registration Application Form or any other document provided by the Client to Phillip Commodities and/ or any Business Associate (whether before or at any time after the date hereof) in relation to the provision of the Services to the Client ("other documents") are true and correct and are not misleading (whether by reason of omission to state a material fact or otherwise) and the Client is aware that Phillip Commodities has agreed to provide the Phillip Commodities Services to the Client on the basis, inter alia, of the statements made in the Client's Client Registration Application Form and other documents. The Client is aware and acknowledges

that trading over the Internet, kiosks, telephone and through computers involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and the Phillip Commodities Service may at any time be unavailable with no prior notice. Phillip Commodities and the Exchanges do not make any representation or warranty that Phillip Commodities Service will be available to the Client at all times without any interruption. The Client agrees that he shall not have any claim against the Exchanges or Phillip Commodities on account of any suspension, interruption, non-availability or malfunctioning of the System or Service or the Exchanges' service or systems for any reason whatsoever.

24.2 The Client has the required legal capacity to, and is authorised to, enter into this Document and is capable of performing his obligations and undertakings hereunder.

24.3 All actions required to be taken to ensure compliance with all applicable laws for all the trades/ transactions which the Client may enter into pursuant to this Document shall be completed by the Client prior to entering into such trades/ transactions.

24.4 The Client shall abide by the Exchange Provisions, the Guidelines, Rules and Regulations of CMR and the Clearing Corporation/ House and any other pertinent regulatory authority and the terms that Phillip Commodities and Phillip Commodities Web Site in force may prescribe from time to time for use of the Services.

24.5 Any instructions given by an authorised representative of the Client to Phillip Commodities (or to Phillip Commodities representative) or any of its Business Associates shall be binding on the Client.

24.6 The Client agrees and understands that the use of the Service by Clients resident or situated outside India may attract international, federal, state and/ or local laws and regulations applicable to such Clients. It shall be the sole responsibility of such Clients to ensure and comply at all times with such applicable international, federal, state and/ or local laws and regulations and the Client indemnifies Phillip Commodities , its directors, employees, partners, Business Associates, agents and affiliates from and against any and all losses, claims, liabilities and/ or expenses which may arise as a result of any failure by the Client to comply with the provisions of this clause 24.6.

24.7 The Client hereby agrees and represents that it has understood and fully appreciates the risk involved in, dealing in Commodities and availing of the Services, and agrees to be solely responsible for the investments and trades made by Phillip Commodities on his behalf pursuant to any order or instruction from the Client.

25. **OTHER DATA**

25.1 The Client understands that the Exchange and any other supplier of data (including without limitation a Business Associate) asserts a proprietary interest in all of the market and other data it furnishes, directly, through Phillip Commodities or otherwise. The Client understands that the Exchange, such supplier and Phillip Commodities do not guarantee the timeliness, sequence, accuracy or completeness of the data or any other information, or any messages disseminated by it. Neither Phillip Commodities nor the Exchange, nor such supplier shall be liable in any way for incorrect, misleading, incomplete or out-dated data or information and, if the Client acts on the basis of the same, he shall do so at his own risk and cost.

25.2 The Client shall not furnish market information provided by the Exchange, Phillip Commodities and/ or a Business Associate to any other person or entity for consideration or otherwise and in the event the Client uses such information he shall do so at his own risk and cost.

25.3 The Client is authorised to use, at the Client's risk, materials which are made available by Phillip Commodities Services for the Client's own needs only, and the Client is not authorised to resell or permit access to any such materials or to make copies of any such materials for sale or supply to or use by others. The Client will not delete Registered Trademarks, copyright or any other intellectual property rights notices from any such materials.

26. **LIMITATION OF LIABILITY**

26.1 Phillip Commodities does not warrant that the Service will be uninterrupted or error free. Client's use of the Services is at the Client's sole risk. The Services are offered to the Client on an "as is" and "as available" basis. Phillip Commodities does not make, and expressly and specifically disclaims, any representations or warranties of any kind, express or implied regarding the Phillip Commodities Services or the System, including without limitation, those of uninterrupted availability, merchantability or fitness for a particular purpose of the Services.

Without limiting the generality of the foregoing, Phillip Commodities specifically disclaims any guarantee or warranty that

(a) the ORS Service and the Channels will be secure, uninterrupted or error free,

(b) that defects in ORS Service and the Channels will be corrected,

(c) that there are no viruses or harmful content on or in the ORS Service and/ or the Phillip Commodities Web Site, or

(d) that the content on the Phillip Commodities Web Site is correct, accurate, reliable, timely, legal and of any specific quality.

26.2 The Client agrees that under no circumstances, including negligence, shall Phillip Commodities or anyone involved in creating, producing, delivering or managing Phillip Commodities Services or System be liable for any direct, indirect, incidental, special, general, remote or consequential damages arising out of the use or inability to use or the availability or non availability of the Services, including, but not limited to loss or damage in relation to,

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

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

(c) any unauthorised use, access or alteration or discontinuance of any Services, or
(d) any other matter relating to the Services.

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

26.4 Phillip Commodities shall not be liable for any error or delay in, or omission from, any data, information, or message on Phillip Commodities Web Site, the ORS Service and/ or the Services generally; or delayed, interrupted or improper transmission or delivery of any data, information, or message; or any loss or damage arising from or occasioned by the above. Further, Phillip Commodities shall not be liable for any failure to execute an invalid, incomplete or inaccurate Client order.

26.5 The Client understands and agrees that the Services are being provided by Phillip Commodities with the assistance and technology of some of its Business Associates. Phillip Commodities disclaims liability and responsibility, and the Client agrees and accepts that Phillip Commodities shall not be liable or responsible, for and in relation to any and all loss or damage (real or notional) incurred or suffered by the Client or anyone else as a result of any action, advice, failure or default attributable to a Business Associate.

27. **INDEMNITY**

27.1 The Client agrees to indemnify and hold Phillip Commodities , its directors, employees, partners, Business Associates, agents and affiliates harmless from and against any and all claims, losses, liability, costs, expenses (including but not limited to lawyer's fees and penalties or costs imposed by any Exchange and proceedings) arising from, out of, or in connection or in relation to,

(i) the breach of any obligation by the Client under, or any representation, warranty and/ or covenant made by the Client in, this Document;

(ii) any third party's right arising out of the Services rendered by Phillip Commodities pursuant to this Document; and

(iii) any other wrongful act on the part of the Client.

28. **NOTICES**

28.1. Any notice, information or other communication to be given by the Client to Phillip Commodities in connection with this Document shall be in writing and shall be deemed duly served if delivered personally or by prepaid registered post to the address, and for the attention of the person, set out below:

To
The Managing Director,
Phillip Commodities India Private Limited
No.1, 18th Floor, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel West, Mumbai 400 013

28.2 Any notice, information or other communication to be given by Phillip Commodities to the Client in connection with this Document shall be in writing and shall be deemed duly served if sent, by prepaid registered post to the address, or to the e-mail address, (as applicable) specified by the Client in the Client Registration Application Form as the address and mode of service for all communication to the Client.

28.3 Either Party may change their address and/ or the mode by which notices, communications and information is to be delivered to them by the other Party as specified aforesaid, by giving notice of such change to the other Party in the manner prescribed for service of notice to the other Party, by clause 28.1 and 28.2 (as applicable).

28.4 Notwithstanding anything stated above, communication relating to orders, margins/ collateral, maintenance calls and other similar matters by Phillip Commodities to the Client may at the option of Phillip Commodities , be communicated orally and/ or by facsimile to the clients or its representative by Phillip Commodities or any Business Associate.

29. **AMENDMENT & SUSPENSION**

29.1 The Client understands and agrees that Phillip Commodities may suspend or discontinue its Services in part or in its entirety and change the terms of the Service (including the terms on Phillip Commodities Web Site) or this Document at any time and from time to time, without prior notice, and the same shall bind the Client.

29.2 Without prejudice to the generality of the aforesaid,Phillip Commodities may suspend or terminate the Services without prior notice to the Client if the Client has breached any terms or conditions or if Phillip Commodities learns of the death, disability, bankruptcy or lack of legal capacity of the Client, or where in the perception of Phillip Commodities , the continuation of the Services could increase the risks to Phillip Commodities , a Business Associate, Exchange or any other authority.

29.3 Phillip Commodities may at any time amend this Document (and related Documents/ documents entered into by the Client with Phillip Commodities) by modifying or rescinding any of its existing provisions

or conditions or by adding any new provisions or conditions, by clearly posting notice of such amendment on Phillip Commodities Web Site or by providing written notice thereof to the Client. Continued use of Phillip Commodities Service after such notice will constitute acknowledgement and acceptance of such amendment.

30. **ASSIGNMENT**

The Client shall not assign any right and obligations hereunder without obtaining prior written consent from Phillip Commodities .

31. **TERMINATION OF DOCUMENT:**

31.1 This Document shall stand terminated by mutual consent of the parties hereto by giving atleast 30 (thirty) days notice to each other in writing.

31.2 Notwithstanding the provisions of clause 30.1 above, Phillip Commodities may terminate this Document,

(i) with immediate effect in the event of a breach of any of the terms and conditions of this Document by the Client under Clause 29.2; or

(ii) by giving 30 days notice to the Client in any other case.

31.3 The termination of this Document shall not affect any rights or obligations of either party which have accrued prior to the termination or which may arise out of or in connection with trades/ transactions entered into or acts done or omitted prior to the termination, but which may result in future dues/ obligations payable by the Client to Phillip Commodities and/or a Business Associates, any Exchange or any other authority.

31.4. The provisions of clauses 26, 27, 34, 11.4, 35 and this clause 29.4 shall survive the termination of this Document.

31.5 This Document shall be forthwith terminated on the death, insolvency, liquidation, winding up dissolution, as the case may be, of the Client and upon such termination the Client and his legal heirs, executors and assigns and / or his accounts shall remain liable for all outstanding and future dues payable by the Client to Phillip Commodities on account of any trading or dealing done by the Client, prior to termination.

32. **SEVERABILITY**

32.1 In the event of any provisions/clauses of this Document being held to be or becoming invalid unenforceable or illegal for any reason, such invalidity, unenforceability or illegality shall attach only to such provision/clause or condition, and this Document shall remain otherwise in full force apart from the said provision/clause which will be deemed deleted. The validity of the remaining provisions/clauses and conditions shall not be affected thereby and this Document shall be carried out as if any such invalid or unenforceable provision/clause or condition was not contained herein. Phillip Commodities shall however attempt to replace the deleted provision/clause with a legally valid provision/clause that reflects the same purpose as the deleted provision/clause to the greatest extent possible.

33. WAIVER

33.1. No forbearance, relaxation or inaction by any party at any time to require the performance of any provision/clause of this Document shall in any way affect, diminish, or prejudice the right of such party to require the performance of that or any other provision of this Document or be considered to be a waiver of any right, unless specifically agreed in writing. Except as specifically permitted in this Document, no provision of this Document can be, nor be deemed to be, waived, altered, modified or amended unless agreed to in writing and signed by an authorised officer of Phillip Commodities . No waiver of any single breach or default under this Document shall be deemed a waiver of any other breach or default.

33.2. Notwithstanding anything stated elsewhere in this Document but subject to the proviso hereinafter appearing, Phillip Commodities shall have the right to, in its sole discretion, waive in whole or in part all or any of the provisions of this Document which require the Client to maintain Associated Account(s) and/or any other provision(s) of this Document. In case of such waiver: -

(i) the provisions of this Document relating to Associated Accounts and the operation thereof (and/ or any other waived provisions) shall be construed accordingly; and

(ii) in the absence of any Associated Funds Account, all payments by or to the Client shall be effected through and / or by a cheque/Demand draft/ Pay Order of a bank acceptable to Phillip Commodities (which may be a bank other than the Designated Bank)
or in such other manner as Phillip Commodities may specify and

(iii) in the absence of any Associated Depository Account, all deliveries of Commodities by or to the Client shall be effected through any depository account acceptable to Phillip Commodities or in such other manner as Phillip Commodities may specify.

Provided always that notwithstanding anything stated above, Phillip Commodities shall have the right at any time in its sole and absolute discretion, to withdraw such waiver in whole or in part without assigning any reasons.

34. LAW AND JURISDICTION

This Document shall be governed by and construed in all respects in accordance with the laws of the Republic of India. All trades, transactions and contracts pursuant hereto shall be deemed to be made, entered into and to be performed in the city of Mumbai and, subject to the provisions of clauses 11.4 and 35, the courts at Mumbai, India shall have exclusive jurisdiction over this Document and the arbitration proceedings in relation to this Document.

35. DISPUTE RESOLUTION

Any claim, dispute or difference arising between the Parties hereto in respect of this Document or any contracts, trades, dealings or transactions pursuant hereto or any rights, obligations, terms or conditions as contained in this Document or the interpretation or construction of this 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 applicable Exchange Provisions. Phillip Commodities and the Client are aware of the provisions of the Bye-Laws, Rules and Regulations of the concerned Exchange relating to arbitration.

36. SHARING OF INFORMATION

36.1 The Client agrees to immediately furnish information to the Member in writing in the event that:

(a) any winding up petition or insolvency petition, or order has been filed or passed against the Client;

(b) any garnishee order has been served upon Client or in respect of the Client's obligations;

(c) any litigation has been filed against the Client;

(d) any order, decree or award is passed against the Client; and/ or

(e) any other event or circumstance occurs that has or is likely to have an adverse effect on the financial position of the Client.

Upon receipt of information from the Client as aforesaid, the Member shall be entitled to take such action (in its absolute discretion) as it may considernecessaryin order to protect its own interests, including without limitation liquidating/ closing out all outstanding positions of the Client. Any and all losses, financial charges and/ or incidental expenses incurred by the Member on account of such liquidation/ closing out shall (at the discretion of the Member), be reimbursed by the Client/ charged to and borne by the Client/ deductible by the Member from the monies and/ or Client's collateral/ margin available with the Member.

Similarly, the Member agrees to inform Client of the following:

(a) the Derivative contract specifications and associated obligations of the Client;

(b) the daily settlement position and daily obligations of the Client in relation to its dealings in Derivatives through the Member; and

(c) the account (of the Client with the Member) status/ any movement in the price of the Derivatives against the Client at the end of the day.

36.2 The Member hereby undertakes to maintain, the details of the client as mentioned in the client registration form or any other information pertaining to the client, in confidence and that the Member shall not disclose the same to any person/entity except as required under the law. Provided however, that the Member shall be allowed to share the details of the client as mentioned in the client registration form or any other information pertaining to the client with parties / entities other than required under law with the express permission of the client.

36.3 A copy of client Registration docket shall be made available on the basis of written request from the client.

37. STATUTORY PROVISIONS AND OBLIGATIONS

The provisions of this Document and all dealings, trades, transactions, orders, contracts and/ or business between the Member and the Client, and any issues arising out of such dealings, trades, transactions, orders, contracts and/ or business shall at all times be subject to all applicable law, Government notifications, any Rules, Regulations and Guidelines issued by CMR, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation (as the case may be), that may be in force from time to time.

Both the Member and the Client agree to be bound, and to abide, by all such applicable law Government notifications, any Rules, Regulations and Guidelines issued by CMR, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation (as the case may be).

Neither party shall be responsible/ liable, in any manner, for any violation(s) and/ or breach(es) committed by the other party in complying with its obligations under applicable law, Government notifications, any Rules, Regulations and Guidelines issued by CMR, the Rules, Bye-laws and Regulations of the relevant Exchange, as well as the rules and regulations of the Clearing House/ Clearing Corporation (as the case may be).

38. EFFECT OF ATTACHMENT

The Member shall not be liable for refusing to obey orders given by or for the Client with respect to its account(s) with the Member (including without limitation any Client Account) which has or have been subject to attachment in any legal proceeding or under any applicable law for the time being in force, against the Client and the Member shall not be under any obligation to contest the validity of such attachment or sequestration. Further, the Client shall be liable to indemnify the Member from and against any loss or expense suffered and/ or incurred by the Member as a result of such attachment.

39. LEGAL DISABILITY OR DEATH

In the event of death, insolvency or liquidation (as applicable) of the Client or the Client otherwise becoming incapable of receiving, paying for, delivering or dealing in Derivatives which the Client has ordered to be bought, sold or otherwise dealt with, the Member may liquidate/ close out the transactions of the Client and the Client or the Client's legal representatives shall be liable for any, outstanding positions in Derivative bought, sold or otherwisedealt with by the Client and for any losses or costs in relation to the same. In case

of any surplus amount accruing to the account of the Client, the Client or the Client's legal representatives/ heirs shall also be entitled to receive such surplus amount.

Any order for dealing given by the Client to the Member shall be binding upon the Client or the Client's legal representatives/ heirs until actual notification of the death, insolvency or liquidation (as the case may be) of the Client is communicated to the Member. Such communication shall not affect the rights of the Member under this Document. Subject to, and without prejudice to, the foregoing, whenever the Member deems it necessary in its sole discretion and for its own protection, or in the event,

(a) of the Client being judicially declared incompetent;

(b) a petition for bankruptcy/ insolvency or for the appointment of a receiver being filed against the Client;

(c) of the Client making an assignment for the benefit of its creditors; or

(d) of an attachment being levied against the Client,

The Member shall be entitled, regardless of prevailing market quotations, to appropriate any margin/ collateral held in the account of the Client with the Member and/ or to sell, in whole or in part any commodities or any other property of the Client held as margin/ collateral or otherwise by the Member or on its behalf.

The Member may from time to time hereafter become the member of commodity exchanges in addition to the MCX and NCDEX. In such event, the Member may notify the Client of the Member's CMR registration number and trading/ clearing number in respect of such Commodity exchange. The Client shall not deal on such Commodity exchange to or through the Member until it has signified in writing its consent (in the manner prescribed by the Member) to the amendment of this Document in the following manner,

(i) an amendment to the description of the Member as well as the first recital of this Document in order to include a specific reference to such Commodity exchange and the Member's CMR registration number and trading/ clearing number in respect of such Commodity exchange;

(ii) an inclusion of Commodity exchange within the meaning of "Exchange" as defined under this Document.

Without prejudice to the foregoing, the Client agrees that any dealings by the Client on such Commodity exchange to or through the Member and/ or under or pursuant to this Document and/ or the General Terms and Conditions, prior to his signifying his consent to the amendment of this Document as aforesaid, shall be deemed to be a consent by him to the amendment of this Document as aforesaid.

40. OTHER EXCHANGES

IN WITNESS WHEREOF, the Parties hereto have executed this Document as of the day and year first above written.

The Client's Signature Authorised Signatory (S) .....

[Signed by Mr./Mrs./Ms/MS_____

Designation / Title :…….....

In the presence /witness of

Name:…….....

Signature:…….....

Address…….....

Signed for and behalf of **Phillip Commodities India Pvt. Ltd.** by

_____(Authorised signatory)

In the presence /witness of

Name:..... Signature:…….....

Address:…….....

To,
Phillip Commodities India Private Limited
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

Re: Running Account Authorisation

I / We am / are aware that as per the FMC/ Exchange requirements, the settlement of funds is to be done within 24 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 securities and monies as margin / collateral without which we cannot deal / trade.

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 deadlines and given to us only on demand. You shall transfer the funds lying in our credit within one working day of my / our request if the same are lying with you and within three working days from the request if the same are lying with the Clearing Member/Clearing Corporation.

I / We further authorize you to debit the funds from my / our running accounts and make pay-in of commodities / funds to exchanges / clearing corporations / other receiving party(ies) to settle my / our trades / dealings. 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.

I/We further authorize you to debit/credit/transfer the funds between the various segments of the same Exchange and / or between the commodity Exchanges to clear / set off / adjust my/our debit balance or various dues payable to you / Exchange(s).

I / We acknowledge that I / We can revoke the above mentioned running account authority at any time by sending a signed instruction through registered post (RPAD)

I/We request you to settle my funds account once in every calendar quarter or such other period as allowed by FMC/Exchange(s) from time to time except the funds given by me / us towards collaterals / margins. I /we agree that Phillip Commodities India Pvt Ltd. may retain an amount upto Rs. 2,000 (Rupees Three thousand only) in my/ our account at the time of effecting settlement of funds in the my/our account for meeting any fees or charges that may arise in my/our account . This amount should be released based on my/our specific request. 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.

In case I / We have an open position on the settlement date, you may retain the requisite funds to meet the maximum likely margin obligations for the next 3 trading days, calculated in the manner specified by the exchanges.

Client Signature: $\bigcirc$_____

Client Name: _____
Note: The authorization shall be signed by the client only and not by any authorised person on his behalf or any holder of the Power of Attorney. Incase of a partnership/company then the authorized partners/directors/authorized signatories should sign along with the stamp/seal.

Date:

To,

Phillip Commodities India Private Limited
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

Dear Sir (s)

Sub: Request for sending Contract Notes, Account Statements /Documents etc. on my Email ID

This is with reference to the Other Terms and conditions dated _____for registering as client with Phillip Commodities India Pvt. Ltd. (hereinafter referred to as "**Phillip Commodities"**).
I/We am/are aware that Contract Note, Bills, Ledgers, Transaction statement, reports, letter, circulars, etc. can be received through electronic mode i.e. Email. In this regards I/We hereby undertake & confirm for the following :

1. To receive Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc in electronic form at email Id provided by me/us to Phillip Commodities in relation to trades / transaction done on the exchanges through PCIPL.

2. To complete the necessary formalities those are required under the provisions of the Information technology Act, 2000 for getting the above facility. I/We shall initially download the specified software (signature verifier utility) or any other software as may be advised by Phillip Commodities from time to time on our computer and the same shall be used for receiving, viewing, storing the Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc that shall be sent by the Phillip Commodities from time to time in respect of the trades/ transactions that have been executed by me/us through Phillip Commodities.

3. Contract Note, Bills, Ledgers, Transaction statement, report, letter, circulars, etc sent by Phillip Commodities from time to time to my/our email id shall be deemed to have been delivered to me and it shall be presumed that the same is in order unless any discrepancies are given by me / us in writing to Phillip Commodities within 24 hours of receipt of the same. I/We confirm that non-receipt of bounced mail notification by the member shall amount to delivery of the contract note at the above mentioned e-mail ID.

4. In case of my/our written request for physical Contract Note, Bills, Ledgers, Transaction statement, reports, letters, circulars, etc, I/we shall personally collect or may be sent at address specified in requesting letter (at cost, if any, as applicable).

5. I/We hereby state that the handing over of the said contract note(s) / bill(s) / Ledgers / Confirmation notes or any communication in respect of my /our transactions relating to my /our trading account with Phillip Commodities, at addresses mentioned in my / our request letter shall be treated as due discharge of obligation of the Member under the Rules and Regulations and bye-laws of FMC and the exchange(s).

6. Contract notes, bills, ledgers, transaction statement may also be kept on Phillip Commodities's back office website which can be downloaded by me/us through the login id and password provided by Phillip Commodities to me / us.

7. The above service may require to, use password /digital signature and I/We will be responsible for confidentiality and proper use at all time of password/ digital signature for all transactions initialed through the service.

Yours faithfully,

Name: _____ **Signature :** (S)_____

To
Phillip Commodities India Private Limited
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

Dear Sir(s)

TRADING AUTHORISATION AND APPOINTMENT OF TRADING AGENT FOR THE COMMODITIES MARKET AND THE DERIVATIVES MARKET

Authorisation and Appointment

1. Mr/Mrs/M/s _____ and his/her/their employees or nominated persons or agents or any person advised by them. ('the Trading Agent"), Passport Number/ PAN No. _____ and contact number/s _____ whose address is _____
_____
has been appointed and authorised by me/us as my/our agent to place orders on my/our trading accounts (including trading accounts for the purchase and sale of or other dealing in commodities, spot or forward or derivatives for and on my/our behalf in my/our name (whether solely or jointly with others).

2. I/We understand that pursuant to this appointment and authorisation, the Trading Agent will place orders on the trading account maintained in my/our name (whether solely or jointly with others) with you ("the Account"). These orders may be placed in whichever mode/channel available and offered Phillip Commodities India Private Ltd.

3. For the avoidance of doubt, please note that subject to paragraph 4 below, the Trading Agent has been authorised to do any or all of the following in relation to, arising from or in connection with the Account:

a) to buy, sell (including short sales), transfer, trade and otherwise deal in local commodities, and derivatives contracts on individual commodities and indices, (collectively "transactions") of every kind and nature, on margin or otherwise, all in the Trading Agent's sole discretion and in my/our name;

b) generally to act in relation to the Account as fully and effectually in all respects as I/we myself/ourselves could do, including withdrawal or credit of commodities, money or other property in my/our name.

Indemnification

4. In connection with the authority vested by me/us in the Trading Agent, I/we agree that you are authorised to and shall have no liability for following the instructions of the Trading Agent, I/we agree therefore that you shall not at any time incur any liability whether to me/us or to anyone claiming through me/us or any other third party with respect to any damage, losses, costs, expenses liabilities or lost profits sustained or alleged to have been sustained as a result of your following the Trading Agent's instructions. For the avoidance of doubt I/we hereby agree -to keep you indemnified and harmless against all damage, losses, lost profits, costs, expenses and liabilities (including legal fees on a solicitor) that you may incur in relation to or in connection with following the Trading Agent's instructions. I/we further agree to pay on demand without protest or conditions any debit balance on my/our account and to promptly meet all margin requirements, as a result of the Trading Agent's instructions. This authorisation and indemnity is in addition to, and in no way prejudices, limits or restricts any rights or remedies you may have under any other document or documents between us or howsoever otherwise arising.

For the avoidance of doubt, I/we hereby ratify and confirm any and all transactions with you heretofore or hereafter made by the Trading Agent for the Account.

Authority to trade for other accounts

5. I/We hereby notify you that I/we have no objection to the Trading Agent having at present or at any time in the future, the authority to trade for one or more accounts with you (including but not limited to trading on his own account, on a joint account held by him with one or more persons, as an authorised trader of a corporation or as the agent of one or more accounts held by any of your customers with you). In view of the potential conflict of interests in this matter, I hereby indemnify you for all and any liabilities whatsoever arising from his operation of the Account under such circumstances.

Consent to Commision Sharing and Remittance Authorisation

6. I/We understand that the Trading Agent, either at present or in the future, may request that you share and remit a portion of the commission charged to my/our Account, consequent upon transactions and/or trading through or in connection with the Account, directly to him for his benefit in consideration for him agreeing to my/our Account and I/we hereby notify you that I/we understand and expressly agree to such payment being made directly to his benefit.

7. I/We hereby expressly state and formally record that I/we have expressly granted and do hereby confirm the granting of my/our consent to the Trading Agent to make the request of you as mentioned in Clause 6 above and for your acceding thereto. Accordingly I/we do expressly agree and acknowledge that you may periodically remit a portion (the quantum and terms for remittance thereof being matters I/we am contend to leave strictly as between the Trading Agent and yourselves) of the commission charged to the Account to the Trading Agent who shall be entitled to retain any benefit thereof and without either yourselves or the Trading Agent being liable to disclose the same to me/us and without you thereby incurring any liability whatsoever and howsoever arising consequent thereupon or in relation thereto or connection therewith.

8. For the avoidance of doubt, I/we further expressly state that I/we am/are fully aware of the potential for conflict of interest on the part of the Trading Agent and/or yourselves vis-à-vis myself/ourselves and accept and consent to the same.

9. I/we understand and do hereby confirm that you can share and remit a portion of the commission charged to your account with any other person who may be acting as your sub agent from time to time

Disclosure of Information

10. I/We hereby authorise you to release to the Trading Agent information he may require from time to time (including but not limited to the contracts, bills, daily statements).

Revocation

11. This authorization can be revoked at anytime by me/us by sending a signed instruction through registered post to you.

Successors

12. The authorisation and indemnity contained herein shall inure to the benefit of your successors and assigns.

Principal liability

13. I/we fully understand that I/we will be principally liable for the actions of the Trading Agent and that the Trading Agent is not your servant or agent but my/our agent.

Yours faithfully

Name:_____

Signature (S)_____

Acceptance by Trading Agent

I/We, _____

("the Trading Agent') Passport Number/PAN No. _____ hereby

accept my/our appointment and the terms thereof as set out above.

Signature: _____

Date: _____

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME,

I / We whose name and address appear on the signature page of this Power of Attorney

OR

We, whose name appears on the signature page of this Power of Attorney a partnership firm duly registered under the provisions of Indian Partnership Act, 1932 and having our place of business at address mentioned on the signature page of this Power of Attorney through its partners for the time being

OR

We, whose name appears on the signature page of this Power of Attorney, a company incorporated under the Companies Act, 1956and having its registered office mentioned on the signature page of this Power of Attorney hereby grant this Power of Attorney in favor of the entity whose name and address is mentioned on the signature page of this POA (hereinafter referred to as "POA holder") which expression shall mean and include its successors

SEND GREETINGS:

WHEREAS:

1. I/We am/are the sole / joint and beneficial holder of the savings/ current/ other funds account(s), details ie. Bank A/c no._____ Bank Name_____ (the aforesaid savings / current/ other funds account(s) is/ are hereinafter referred to as the "**Specified/Associated Funds Account(s)".** The banks/ entities with whom the Specified Funds Account(s) are held, are hereinafter referred to as the "**Specified/ Associated Fund Entity(ies)".**

2. I / We am / are the sole / joint holder of the demat account(s), details ie. Demat A/c No_____ DP ID _____, (the aforesaid demat account(s) is / are hereinafter referred to as the "**Specified/ Associated Depository Account(s)"**. The depository participant with whom the Specified/Associated Depository Account(s) are held, are hereinafter referred to as the "**Specified/ Associated Depository Participant(s)".**

3. I / We wish to become a client of, and participate on my / our own behalf, in the various services offered by the POA holder.

4. In order to participate in, and avail of, the various services of POA holder, I / We understand that I / We am / are required to enter into the documents referred to in Schedule 1 hereto (the "Related Documents"), with POA holder in the standard formats in which such documents are entered into by POA holder with its other clients from time to time.

5. I / We have read the terms and conditions of the Related Documents, and am / are desirous of permitting the Specified/Associated Funds Account(s) and the Specified/Associated Depository Account(s) to be designated as the Specified/Associated Funds Account(s) and the Specified/Associated Depository Accounts(s) respectively, as defined in, and for the purposes set out in one or more of the Related Documents.

6. As consideration for, and a pre-condition to, my / our availing of the various services and becoming a client of the POA holder, and for that purpose and in order to facilitate the proper execution of all deals, trades, transactions and services of or on behalf of myself / ourselves contemplated under the various Related Documents and to give effect to all the terms of the Related Documents, I / We am / are desirous of appointing the POA holder and do hereby nominate, constitute and appoint the POA holder as my true and lawful attorney and confer upon the POA holder all the rights and powers hereinafter stated.

NOW KNOW YE ALL BY THESE PRESENTS WITNESSETH that I/We do hereby nominate, constitute and appoint the POA holder (acting through its employees, directors and agents) as my / our true and lawful attorney to do, execute and perform or cause to be done, executed and performed the following acts, deeds, matters and things or any of them for and on my / our behalf namely:

1. To operate the Specified/ Associated Funds Account(s) and to view transactions entered and monies available in, to block (in part or in full) monies in, transfer (in part or in full) monies from, deposit monies into, create lien on any monies and/or give instructions to the Specified/ Associated Fund Entity (ies) in respect of the Specified/ Associated Funds Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet obligations between myself/ourselves and the POA holder under the terms of the Related Documents.

2. To operate the Specified/ Associated Depository Account(s), to view transactions entered and securities/ commodities/spot commodities available in, block securities/commodities/spot commodities (in part or in full) in, transfer securities/commodities/spot commodities (in part or in full) from, deposit securities/commodities/ spot commodities into, create pledge on any securities/commodities/spot commodities and/or give instructions to the Specified/ Associated Depository Participant(s) in respect of the Specified/ Associated Depository Account(s) on my/our behalf in order to effectually complete and give effect to every and any trade, deal and transaction made or ordered by me/us, and to meet the obligations between myself/ourselves and the POA holder and/or its affiliates/group companies under the terms of the Related Documents.

3. To sign and execute on my/our behalf all documents and other instructions in relation to the Specified/ Associated Funds Account(s) and the Specified/ Associated Depository Account(s), as well as give instructions to the Specified/ Associated Fund Entity(ies), Specified/ Associated Depository Participant(s) in relation to the Specified/ Associated Funds Account(s) and the Specified/ Associated Depository Account(s) respectively.

4. To appoint or remove any agent(s) or substitute any of them with all the powers herein contained in order to enable such agent(s) to exercise all or any of the powers given by me/us to the POA holder herein under.

5. To utilize the funds lying to the credit of my / our trading account(s) in NSE / BSE / MCX-SX / MCX / NCDEX or in any other Exchange for payment, in connection with availing such credit facilities / investment products by me / us including but not limited to pledging of scrips, stocks, securities, commodities, spot commodities, bonds, debentures, mutual fund units, shares received in IPO's, units of any collective scheme or any other security or financial instrument through the POA holder and/or its affiliates/group companies.

6. To generally do and perform all acts, deeds and things as may be necessary for or incidental to provision of aforementioned services and facilities to me / us including giving intimations, confirmation, undertaking etc. on my / our behalf to effectually complete any and all terms of the Related Documents.

7. To transfer my / our approved collateral(s) for my / our margin / delivery obligations arising out of trades executed by me / us.

8. To consider and/or treat the approved collateral(s) lying in my/our Specified/ Associated Depository account for the purpose of margin.

9. To pledge my / our approved collateral(s) for meeting margin requirements in connection with the trades executed by me / us.

10. To transfer funds from my / our bank account(s) for meeting the settlement obligations / margin requirements in connection with the trades executed by me / us.

11. To transfer funds from my / our bank account(s) for recovering any outstanding amount due from me / us arising out of my / our trading activities.

12. To recover any expenses, commission, fees, warehousing charges, commodities assessment charges or other charges, which are due to the POA holder on account of I/we, at my/our instance, availing/subscribing any of the services provided by the POA holder or by any other person through the POA holder.

13. To transfer funds from my / our bank account(s) towards monies / fees / charges etc. due to the POA holder as broker / Depository / Principal payable by virtue of me / us using / subscribing to any of the facilities / services availed by me / us on my / our instance.

14. To return me/us the securities/commodities/spot commodities or fund that may have been received erroneously or those securities securities/commodities/spot commodities or fund which the POA holder was not entitled to receive.

15. To fulfill my / our unsettled obligations/payments for transactions executed on my/our behalf or any other obligation(s) during the validity of this Power of Attorney. I / We further agree and understand that the POA holder will not be held liable for losses, if any, for all acts, deeds, actions undertaken to fulfill my / our obligations / payments for transactions executed on my behalf.

16. To do or omit to do all such acts and things as the POA holder may in its discretion consider to be necessary or desirable in order to exercise its powers hereunder or to comply with any laws, regulations or directions of any government or regulatory authorities.

17. To retain all originals of documents executed by me / us.

18. To operate and to give delivery / receipt instructions, borrowing and lending instructions, pledge creation instructions, pledge closure instructions and to do all such other things that may be necessary in the course of business relating to operation of existing depository account with the POA holder/ Depository Participant with National Securities Depository Limited /Central Depository Services (India) Ltd. or towards the obligation(s) for transactions done on NSE, BSE, MCX, NCDEX, and any other exchange in India.

19. I/We hereby agree at all times to approve, approbate, ratify, confirm and indemnify and keep indemnified the POA holder and/or its affiliates/group companies for all and whatever the POA holder and/or its affiliates/group companies and/ or any of its employees, directors or agents shall lawfully do or cause to be done by virtue of these presents.

SCHEDULE 1

List of the "Related Documents**"**

1._____

2._____

3._____

4.Such other documents that I/We and _____ may from time to time enter into hereafter in relation to the provision of the services by _____ to the me/us.

IN WITNESS WHERE OF, I/We the said_____ _____have hereunto set and subscribed my hand(s) to this writing this _____ day of _____, 20_____

Signed and Delivered By

_____	_____	_____
Signature of First Applicant	Signature of 2nd Holder	Signature of 3rd Holder
Name and address	Name and address	Name and address
_____	_____	_____
_____	_____	_____
_____	_____	_____

in the presence of_____

I hereby acknowledge that I have received a copy of the Power of Attorney.

Sign _____

We accept:

For Phillip Commodities India Pvt. Ltd.

Authorised Signatory

Address: No. 1, 18th Floor, Urmi Estate,95, Ganpatrao Kadam Marg, Lower Parel West, Mumbai 400013

Form for registration and verification of mobile number and email address

Date:

To,

The Compliance Officer
Phillip Commodities India Pvt Ltd.
TM ID – 00049 (NCDEX); 10105 (MCX)
No. 1, 18th Floor, Urmi Estate,95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

We / I are / am aware that National Commodity & Derivatives Exchange Ltd (NCDEX) and Multi Commodity Exchange of India Ltd. (MCX) provides SMS/email alerts to the constituents (clients) of its member for trades executed on its platform. We/I 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 NCDEX/MCX ☐

I want to receive transaction alerts only in SMS from NCDEX/MCX ☐

I want to receive transaction alerts only in Email from NCDEX/MCX ☐

I do not want to receive any transaction alerts from NCDEX/MCX, specify reason

_____

The alerts should be sent on:

Mobile number (enter 10 digit mobile no):☐☐☐☐☐☐☐☐☐☐

Email Id. _____

We / I agree to the terms and condition specified by NCDEX in its circular no. NCDEX/COMPLIANCE-007/2012/093 and MCX circular no. MCX/T&S/165/2012 as modified from time to time. We / I are / am aware that the receipt of SMS/Email alerts on the above mobile number and/or email address can be stopped only on our/my written request.

Name of the client:

Signature:Ⓢ

Client ID:

Declaration for HUF

In the event of an account being opened with **PHILLIP COMMODITIES INDIA PVT. LTD. (PCIPL)**, we the undersigned, with the intention of binding not only the present members of the family but also all future members thereof, and all persons entitled to a share therein (including ourselves personally and our respective interests), in the joint family properties as well as our separate estates, agree and undertake to give notice to PCIPL, at once, in writing,

- Whenever any change occurs in the Karta, or
- Of any birth or death of a co-parcener, or
- If at any time, there is a partition (partial or otherwise) of the joint family, or
- If any minor member of the said family attains majority

In consideration of PCIPL agreeing to open an account in the name of the joint family and allowing the family Depository Participant (DP) facilities on the basis of the aforesaid representations and undertakings, we the undersigned, do hereby jointly and severally, undertake to indemnify PCIPL and keep PCIPL indemnified from and against all

- Actions and proceedings
- Losses and damages
- Claims, demands and costs (including those between attorney and client)
- Charges and expenses that PCIPL may suffer incur or sustain by reason or as a result of its having agreed to allow us to open and operate the account in the name of the joint family and enjoy DP facilities on the terms and conditions as contained herein.

	Name	**PAN NO** (Compulsory)	**DOB**	**SEX** M/F	**Relationship** with Karth	**Signature** (Affix HUF Rubber Stamp Against Karta Sign)
KARTA						
CO-PARCENER						
CO-PARCENER						
CO-PARCENER						
CO-PARCENER						

CONFIRMATION FOR POLITICALLY EXPOSED PERSON AND ITS RELATEDPERSONS

Are;

- Any of the Directors/Promoters/Authorised Signatories/Major Shareholders* (holding over 5%) (in case of Corporate entity),
- Partners (in case of a Partnership Firm),
- Karta/Co-parceners (in case of a HUF),
- Trustees/Beneficiaries/Settlor (in case of a Trust)
  - ❒ Head of State; or
  - ❒ Head of Government; or
  - ❒ Politicians; or
  - ❒ Government/judicial/military officers; or
  - ❒ Senior executives of state-owned corporations; or
  - ❒ Political party officials; or

Family members or close relatives of any of the above said person(s)♦

Yes ☐ No ☐

If Yes,

Then whether any of the aforesaid person(s) or said relatives are/is or have been entrusted with prominent public functions in a foreign country?

Yes ☐ No ☐

If Yes, provide the details._____
_____
_____

Provide the Source of Funds and wealth_____
_____
_____

Any time in future if there is any change in the status as declared above I/We declare and undertake to promptly inform you in writing.

The details mentioned above are true and correct and I/we am aware that a false declaration could render me/us liable to action under the applicable act, rules and regulations.

Thanking you.

Yours truly,

Ⓢ
(Signature with Rubber Stamp)

Date: _____

* In case the Promoter/Major Shareholder is a non-individual entity, then provide details of the ultimate Natural Person.

♦*Note: Family members or close relatives means spouse, children, parents, brothers & sisters and parents of the spouse.*

To,

Phillip Commodities India Pvt. Ltd.
No. 1, 18th Floor, Urmi Estate,
95, Ganpatrao Kadam Marg,
Lower Parel West, Mumbai 400013

Sub: Acknowledgement of receipt of documents

I/We hereby confirm that I/We have received the copies of KYC Application Form, Rights and Obligations, Risk Disclosure Document (RDD), Guidance Note detailing Do's and Don't's for trading, Tariff Sheet and all other documents forming part of the Account Opening Kit.

I/We further confirm that the unique client code and email id furnished by me/us for the purpose of receiving electronic contract notes and other details have been communicated to me/us in writing.

S

Signature of the Client

LETTER OF AUTHORITY

I/We here by irrevocably confirm & agree that Phillip Commodities India Pvt. Ltd., shall be entitled to set-off and adjust the moneys and/or securities/commodities owed to Phillip Commodities India Pvt. Ltd, PhillipCapital (India) Pvt Ltd./or group/affiliate companies of Phillip group by the following persons (family/ associate accounts) against moneys and/or securities owed to me/us by Phillip Commodities India Private Limited.

Sr no.	Name	Relationship	Client code (for office use only)

In order to facilitate operations, I / We hereby authorize you to set off the outstanding in any of the above mentioned accounts against credits available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of any Exchange and / or against the value of cash margin or collateral shares provided to you by any member(s) of the family / associates.

I/we agree to intimate you from time to time of any additions or deletions of clients to the said family / associates. I/We agree that any deletion shall take effect only on completion of settlement and adjustments of balances in all the accounts of the clients belonging to the said list.

I/We further authorise Phillip Commodities India Pvt. Ltd. to debit my/our account having with Phillip Commodities India Pvt. Ltd. and transfer the funds to my client account number _____having with PhillipCapital (India) India Pvt. Ltd. for the debit balance in the securities accounts.

I/we further authorise Phillip Commodities India Pvt. Ltd to set off and adjust the outstanding debit balance in my/our client account against credit available in any other account held by me/us with any other company (ies) of Phillip Group & vice versa.

I/we have affixed my/our signature(s) consenting to the above mentioned terms of adjustments.

Client's Signature: (S)

Date:

Place:

SELF-CERTIFICATION FOR ENTITIES FOR FATCA / CRS

Part I

A. Is the account holder a Government body/International Organization/listed company on recognized stock exchange? If "No", then proceed to point B. If "yes" please specify name of stock exchange, if you are listed company and proceed to sign the declaration. _____	☐ Yes ☐ No
B. Is the account holder a (Entity/Financial Institution) tax resident of any country other than India? If "yes", then please fill of FATCA/ CRS Self certification Form as per PART II. If "No", proceed to point C	☐ Yes ☐ No
C. Is the account holder an Indian Financial Institution? If "yes", please provide your GIIN, if any. If "No", proceed to point D	☐ Yes ☐ No
D. Are the Substantial owners or controlling persons in the entity or chain of ownership resident for tax purpose in any country outside India or not an Indian citizen? If "yes", (then please fill FATCA/ CRS self-certification form as per PART II) If "No", proceed to sign the declaration	☐ Yes ☐ No

Customer Declaration:

( ) Under penalty of perjury, I/we certify that:

1. The applicant is:

(i) An applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District to Columbia or any other states of the U.S.,

(ii) An estate the income of which is subject to U.S. federal income tax regardless of the source thereof. (This clause is applicable only if the account holder is identified as a US person)

2. The applicant is an applicant taxable as a tax resident under the laws of country outside India.

(ii) I/We understand that PCIPL is relying on this information for the purpose of determining the status of the applicant named above in compliance with FATCA/CRS. PCIPL is not able to offer any tax advice on FATCA/CRS or its impact on me/us. I/we shall seek advice from professional tax advisor for any tax questions.

(iii) I/We agree to submit a new form within 30 days if any information or certification on this form becomes incorrect.

(iv) I/We agree that as may be required by domestic regulators/tax authorities PCIPL may also be required to report, reportable details to CBDT or close or suspend my account.

(v) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct, and complete including the taxpayer identification number of the applicant.

Signature (as per MOP)	
Name of Account Holder	
Date	

Part II

Self-Certification Form (Entity) for Foreign Account Tax Compliance Act ("FATCA") and Common Reporting Standards (CRS)

Section 1: Entity information

Name of Entity	
Client Code /Client ID	
Address	
Entity Constitution Type (Refer Appendix 2)	
Entity Identification type (Refer Appendix 2)	☐ T ☐ G ☐ C ☐ E ☐ O
Entity Identification No (based on entity identification type)	
Entity Identification issuing country	
Country of Residence for tax purpose	

Section 2: Classification of Non-Financial entities

I/We (on behalf of the entity) certify that the entity is:

a) An entity incorporated and taxable in US (Specified US person)	☐ Yes ☐ No
If "Yes", please provide your U.S. Taxpayer Identification Number (TIN)	
b) An entity incorporated and taxable outside of India (other than US)	☐ Yes ☐ No
If "Yes", please provide your TIN or its functional equivalent	
Provide your TIN issuing country	
c) Please provide the following additional details if you are not a Specified US Person	
FATCA / CRS classification for Non-financial entities (NFFE)	
Active NFFE	☐
Passive NFFE without any controlling Person	☐
Passive NFFE with Controlling Person(s)	☐
Direct Reporting NFFE (Choose this if any entity has registered itself for direct reporting for FATCA and thus PCIPL is not required to do the reporting). Please provide GIIN number _____	☐

Section 3: Classification of financial institutions (including Banks)

I/We (on behalf of the entity) certify that the entity is

a. An entity is a U.S. financial institution	☐ Yes ☐ No
If "Yes", (i) Please provide your Taxpayer Identification Number (TIN)	

Please provide GIIN, if any	
If "No", please tick one of the following boxes below:	
FATCA classification	**Please provide the Global Intermediary Identification number (GIIN) or other information where**
Reporting Foreign Financial Institution in a Model 1 applicable Inter-Governmental Agreement ("IGA") Jurisdiction	☐
Reporting Foreign Financial Institution in a Model 2 IGA Jurisdiction	☐
Participating FFI in a Non-IGA Jurisdiction	☐
Non-reporting FI	☐
Non-Participating FI	☐
Owner-Documented FI with specified US owners	☐

Section 4: Controlling person declaration

If you are classified as **"Passive NFFE with Controlling Person(s)"** or "**Owner documented FFI"** or **"Specified US person",** please provide the following details:

Name of controlling person	**Correspondence Address**	**Country of residence for tax purpose**	**TIN**	**TIN issuing Country**	**Controlling person type**

Details	**Controlling person 1**	**Controlling person 2**	**Controlling person 3**	**Controlling person 4**	**Controlling person 5**
Identification Type (Refer Appendix 2)					
Identification Number					
Occupation Type (Refer Appendix 2)					
Occupation					
Birth Date					
Nationality					
Country of Birth					

Section 5: Declaration

(i) Under penalty of perjury, I/we certify that:

1. The number shown on this form is the correct taxpayer identification number of the applicant, and
2. The applicant is (i) an applicant taxable as a US person under the laws of the United States of America ("U.S.") or any state or political subdivision thereof or therein, including the District of Columbia or any other states of the U.S., (ii) an estate the income of which is subject to U.S. federal income tax regardless of the source thereof, or
3. The applicant is an applicant taxable as a tax resident under the laws of country outside India.

(ii) I/We understand that PCIPL is relying on this information for the purpose of determining the status of the applicant named above in compliance with CRS/FATCA. PCIPL is not able to offer any tax advice on CRS or FATCA or its impact on me/us. I/we shall seek advice from professional tax advisor for any tax questions.

(iii) I/We agree to submit a new form within 30 days if any information or certification on this form gets changed.

(iv) I/ We agree as may be required by /Regulatory authorities, PCIPL shall be required to comply to report, reportable details to CBDT or close or suspend my account.

(v) I/We certify that I/we provide the information on this form and to the best of my/our knowledge and belief the certification is true, correct and complete including the tax payer identification number of the applicant.

I/We hereby confirm that details provided are accurate, correct and complete:

Signature (as per MOP)	
Names and designation of Signatories	
Name of Account Holder	
Date	
PAN Number of Account Holder	

(Company Seal, if applicable, to be affixed)