

**CLIENT REGISTRATION FORM**  
**FOR**  
**CORPORATE / PARTNERSHIP FIRM**



**(NCDEX)**



**MARCK DERIVATIVES PVT. LTD.**

*(Formerly BIP Telecom Pvt. Ltd.)*

**Member : National Commodity & Derivatives Exchange Ltd.**

**Member : Multi Commodity Exchange of India Ltd.**

***Regd. Office : 3rd Floor, Shyam Lal Marg,***

***84, Daryaganj, New Delhi-110002***

**Phone : 23242234, 35, 32587430 EPABX : 23242601-5**

**Fax : 91-11-23242604**

**Client Name:** \_\_\_\_\_ **Client Code :** \_\_\_\_\_

**PLEASE READ THE FOLLOWING INSTRUCTIONS CORPORATE:**

1. Please ensure that the form is properly filled, attached with copies of the required documents and complete in all respects and also please initiate on any over writings done.
2. Please put full signatures at the bottom of each page and other places marked for this purpose.
3. Original documents will be required for verifications at the time of submission of the form.
4. Please fill in the form in Capital Letters.
5. Please affix not staple a recent passport size photograph on the space provided.
6. If any information required does not fit in the form, separate sheet may be use.
7. Information provided shall be kept confidential and the same shall not be disclosed to any person / entity except as required under the Law.
8. Documents Check List :

**Personal Details of Partners / Promoters / Directors :**

1. Copy of Income Tax Return
2. Salary Certificate
3. Proof of Residence (Copy of Passport/Ration Card/Driving License/Voters Identity Card)
4. Letter from the Banker Certifying The Account Number

**A Copy of the Following (Only Relevant) may be taken :**

1. Income Tax Statement for the Last 2 Financial Years
2. Copy of the Balance Sheet for the Last 2 Financial Years
3. Copy of the Partnership Deed in Case of A Partnership Firm
4. Copy of the Board of Directors' Resolution for Participant in Derivatives Trading.
5. Copy of the Valuers Certificate in Case of Immovable Property.
6. Memorandum And Articles of Association.

Brokerage	%	Min.	Other
Dly.....			
Jobb.....			
Fixed.....			

**Please fill any ONE of the below for allotting Unique Client Code**

1. Pan No.		Ward/Circle	
2. Passport Number		Place of Issue	
Date of Issue		Date of Expiry	
3. Driving Licence No.		Place of Issue	
Date of Issue		Date of Expiry	
4. Election ID Card No.			
Date of Issue			

Verified by : \_\_\_\_\_

Approved by : \_\_\_\_\_

Client Code allotted : \_\_\_\_\_

**CORPORATE/ PARTNERSHIP FIRM CLIENT REGISTRATION FORM NCDEX**



**MARCK DERIVATIVES PVT LTD.**

*(Formerly BIP Telecom Pvt. Ltd.)*

(Member : National Commodity & Derivatives Exchange Ltd.)  
3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002

Dear Sirs,

We request you to register me as your client and enable me to trade in the Cash & Derivative Segment of National Stock Exchange of India Ltd. pursuant to the Agreement entered into with you. We have read Rules, Bye-laws and Regulations of the Cash as Derivative Segment of National Stock Exchange and agree to abide by them. In this regard, I give the following information :

**DETAILS OF CONSTITUENTS**

Name of the Organisation			
Date of Incorporation	___/___/___	Date of Commencement of Business	___/___/___
Registration No.		Place of Registration	
Date of Registration	___/___/___	Registration Authority	
Income Tax No. (PAN/GIR)		Date of Issue	___/___/___
Networth Excluding Revaluation Reserves		Certified as on Due	___/___/___

**CORRESPONDENCE ADDRESS DETAILS**

<b>Registered Office Address</b>														
	Pin													
<b>Phone No. (with STD Code)</b>	<b>Mobile</b>													
<b>Fax No. (with STD Code)</b>	<b>E-mail</b>													
<b>Correspondence Address</b>														
	Pin													
<b>Phone No. (with STD Code)</b>	<b>Mobile</b>													
<b>Fax No. (with STD Code)</b>	<b>E-mail</b>													
<b>Signature.....</b>														

**PLEASE PROVIDE DETAILS OF YOUR BANK ACCOUNT**

BANK NAME	BRANCH ADDRESS	BANK A/C NO.	A/C TYPE

### SALEX TAX REGISTRATION DETAILS

Local Sales Tax (Please give details of all States where you are registered)	State - Registration No.- Validity Date -
Central Sales Tax	Registration No. / Validity Date
Constituent Profile	Producer/Trader/Consumer
Interested in Commodities	Agro Commodities/Precious Metals/ Base Metals/All

### INVESTMENT EXPERIENCE

Years in Stocks _____	Years in Derivatives _____
Years in Commodities _____	Years in any other related field _____

### OTHER / BROKER'S SUB-BROKER'S DETAILS

Whether registered with any other Broker-Member / Sub Broker	
If Yes, Name of the Broker	
If Yes, Name of the Exchange	Code No.
Details of Sub-Broker	
SEBI Registration No.	

### DEPOSITORY ACCOUNT DETAILS

Depository Id
DP Id
Client ID

### DETAILS PF COLLATERAL SECURITIES DEPOSITED

Collateral Details	Collateral's Declared Value	% Haircut	Assigned Value
Cash			
Marketable Securities			
Bank Guarantees			
Immovable Property			
Jewellery			
Others (Specify)			

### INTRODUCER'S DETAILS

Name	
Father's Name	
Address	
Signature	
Relationship with Applicant	Relationship with TM

The information furnished above is true to the best of my knowledge and belief. and I undertake to inform you of any changes therein immediately in writing. I am agreeable to enter into an agreement to abide by your terms and conditions.

Place

Signature

Date

Name

**Notes :** Please submit a letter from the bankers account number and the period from which this account is in operation Each client has to use one registration form. In case of names / family members please submit separate form for each person. Original documents may be verified at the time of filing of application. The information given above would be confidential. However, if the information is required by any government agency, it may be given to them.

**DIRECTOR'S / PARTNER'S DETAILS**



**MARCK DERIVATIVES PVT LTD.**

*(Formerly BIP Telecom Pvt. Ltd.)*

(Member : National Commodity & Derivatives Exchange Ltd.)

3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002

Affix Your  
Photo  
here and sign  
on photograph


Name :					
Father's / Husband's Name					
Designation			Date of Birth ___/___/___		
Sex	<input type="checkbox"/> Male <input type="checkbox"/> Female	Martial Status	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried	
Residential Address					
		Pin			
Phone No's					
Qualification					
Experience					
Income Tax (PAN/GIR No.)					
Equity Stake in Company					

**PLEASE PROVIDE DETAILS OF YOUR BANK ACCOUNT**

Bank Name		Nature of Account	
Account No.		Bank Address	

**(ANY TWO OF THE FOLLOWING PROOF OF THE IDENTITY SHOULD BE SUBMITTED)**

Passport No.		Place of Issue		Date of Issue ___/___/___
Voters Identity Card No.		Place of Issue		Date of Issue ___/___/___
Driving License No.		Place of Issue		Date of Issue ___/___/___

Signature  \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Client Code : \_\_\_\_\_

## **MARCK DERIVATIVES PVT LTD.**

*(Formerly BIP Telecom Pvt. Ltd.)*

(Member : National Commodity & Derivatives Exchange Ltd.)

3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002

Dear Sirs,

### **Sub: Letter of Authority - NSE**

We are dealing in securities with you at NSE Capital market and Derivative Segment and in order to facilitate ease of operations, We authorise you as under:

1. We authorise you to setoff outstanding in any of our accounts against credits available or arising in any other accounts maintained with you irrespective of the fact that such credits in the accounts may pertain to transactions in any segment of the Exchange and/or against the value of cash margin or collateral shares provided to you by us.
2. We hereby authorise you not to provide us Order Confirmation / Modification / Cancellation Slips and Trade Confirmation Slips to avoid unnecessary paper work. We shall get the required details from contracts issued by you.
3. We hereby authorize you to keep all the securities which we give you in margin including the payout of securities received, to use the securities for meeting margin / other obligation in stock exchange in whatever manner which may include pledging of shares in favour of bank and/or taking loan against the same of meeting margin/pay-in obligation on our behalf or for giving the same as margin to the Stock Exchange or otherwise.
4. We request you to retain Securities in your Demat account for my margin/future obligations at both the Exchanges, unless We instruct you to transfer the same to our account
5. We request you to consider my telephonic instructions for order placing/order modification/order cancellation as a written instruction and give us all the confirmation on telephone unless instructed otherwise in writing. We are getting required details from contracts issued by you.
6. We will collect from your office contract notes, bills, securities, etc. as per my convenience.
7. We request that you may send/despatch me contract notes other documents through E-mail : on my designated e-mail address of \_\_\_\_\_.

We stress that we will not hold you responsible under any circumstances in the event of an e-mail which you send gets bounced due to any reason such as mail box being full, inactive account or due to any technical reason beyond your control.

8. We will completely rely on the log reports of your despatching software as a conclusive proof of dispatch of e-mail to us and will not dispute the same.
9. We will inform you the change in our e-mail, if any, in future either by regd. post or through a digitally signed e-mail.
10. Trading of NSE is in Electronic Mode, based on VSAT, leased line, ISDN, Modem and VPN, combination of technologies and computer systems to place and route orders.


We understand that there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, of any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or note processing buy or sell orders either in part or in full.

We agree that we shall be fully liable and responsible for any such problems / glitch.

11. We confirm that we will not sublet the trading terminal on any term of connectivity from our place without your prior approval.

Thanking you,

Yours faithfully,

 (Client Signature)

**DIRECTOR'S / PARTNER'S DETAILS**



**MARCK DERIVATIVES PVT LTD.**

*(Formerly BIP Telecom Pvt. Ltd.)*

(Member : National Commodity & Derivatives Exchange Ltd.)  
3rd Floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002

Affix Your  
Photo  
here and sign  
on photograph

Name :							
Father's / Husband's Name							
Designation				Date of Birth	____/____/____		
Sex	<input type="checkbox"/> Male    Female <input type="checkbox"/>		Marital Status		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried		
Residential Address							
					Pin		
Phone No's							
Qualification							
Experience							
Income Tax (PAN/GIR No.)							
Equity Stake in Company							

**PLEASE PROVIDE DETAILS OF YOUR BANK ACCOUNT**

Bank Name				Nature of Account			
Account No.				Bank Address			

**(ANY TWO OF THE FOLLOWING PROOF OF THE IDENTITY SHOULD BE SUBMITTED)**

Passport No.			Place of Issue			Date of Issue	____/____/____
Voters Identity Card No.			Place of Issue			Date of Issue	____/____/____
Driving License No.			Place of Issue			Date of Issue	____/____/____

Signature \_\_\_\_\_

## MEMBER AND CONSTITUENT AGREEMENT

This agreement is made at \_\_\_\_\_ this day of \_\_\_\_\_, 2004 by and between M/S MARCK DERIVATIVES PVT. LTD., a company registered under the \_\_\_\_\_ Act, having its registered office address at 3rd floor, Shyam Lal Marg, 84, Daryaganj, New Delhi-110002, (hereinafter called "MEMBER"), and \_\_\_\_\_, a company / trust / firm / individual or any other body duly formed and registered under the \_\_\_\_\_ Act, having its registered office address at \_\_\_\_\_ (hereinafter called "CONSTITUENT").

### WITNESSTH:

Whereas the member is registered as TRADING AND CLEARING MEMBER (Member) of NATIONAL COMMODITY AND DERIVATIVES EXCHANGE (hereinafter called NCDEX or the Exchange).

Whereas the CONSTITUENT is desirous of investing/trading in those contracts admitted for dealing on NCDEX as defined in the Bye - Laws of NCDEX.

Whereas the CONSTITUENT has satisfied itself of the capability of the MEMBER to deal in those contracts admitted for dealing on NCDEX and wishes to execute his orders through him and the Constituent shall continue to satisfy himself of such capability of the MEMBER before executing any orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the CONSTITUENT and objectives relevant to the services to be provided

Whereas the MEMBER has taken steps and shall take steps to make the CONSTITUENT aware of the precise nature of the MEMBER's liability for business to be conducted, including any limitations on that liability and the capacity in which it acts.

In consideration of the Member agreeing to handle the transaction on NCDEX on my/ our behalf, I/We, the Constituent hereby agree that

- 1) I / We have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading of these instruments and am/are fully responsible for my/our dealings in these instruments.
- 2) I / We shall be bound by the constitutions, bylaws, rules, regulations, and customs of NCDEX
- 3) I / We shall deposit with you monies, securities or other property, which may be required to open and/or maintain my/our account.
- 4) I / We shall not, either acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted contracts as fixed from time to time by the Exchange.
- 5) I / We shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I / We will have exercised in excess of the limit of permitted contracts as may be fixed from time to time by the Exchange.
- 6) All monies, securities or other property, which you may hold on my / our account, shall be subject to a general lien for the discharge of my / our obligations to you under this agreement.
- 7) I / We hereby authorize you, should you deem it necessary for your protection to buy, sell or close out any part or all of the contracts held in my/ our account with you. I/We will reimburse any or all such incidental expense incurred by you.

Now, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties hereto have agreed to the terms and conditions, as follows:

1. The agreement entered into between the Member and the Constituent shall stand terminated by mutual consent of the parties by giving at least onemonth notice to each other. Such termination shall not have any effect on the transactions executed till the date of termination and the parties shall enjoy same rights and shall have same obligations in respect of such transactions.
2. In the event of the death or insolvency of the Constituent or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodities which the Constituent has ordered to be bought or sold, the Member may with the approval of the Exchange, close out the transaction of the Constituent and the Constituent or his legal representative shall be liable for any losses, costs, damages including statutory / regulatory charges, if any and be entitled to any surplus which may result therefrom.
3. All trades, transactions and contracts are subject to the Rules, Bye - Laws and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.
4. The Member hereby undertakes to maintain the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent, in confidence and that he shall not disclose the same to any person/entity except as required by the Exchange or as required under the law;

Provided however that the Member shall be allowed to share the details of the Constituent as mentioned in the Constituent registration form or any other information pertaining to the Constituent with parties / entities other than required under law with the express permission of the Constituent.

5. **Provisions in case of Default:** In the event of a default of a Member on his own account, the Constituent's money shall not be utilized to meet the Member's liabilities. In such cases, the Constituent's positions shall be either transferred to another solvent member or closed-out as per the provisions of the Rules, Byelaws and Regulations of the Exchange. The loss, if any, caused to the Constituent because of such action would be recoverable by the Constituent from the Member. In the event of failure of the Constituent to fulfill his obligations to the Member, the Exchange or the Clearing House, the Constituent's position may be closed out and the money, if any, of the Constituent available with the Member or with any other Member or the Exchange, may be adjusted against the Constituent'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.

6. **Collateral:** The Constituent shall pay to the Member such amount as an initial deposit (collateral / initial deposit) as decided by the Member, and in such form as may be approved by the Member up-front, on or before creating a position in any contract. The Member shall reserve the mark up margin (commonly referred to as 'haircut margin') from the collateral, which shall not be utilized for margin requirements. The collateral reduced by markup / haircut margin shall thereafter be utilized against creating and maintaining the position by the Constituent. The mark up margin shall be subject to the change from time to time as may be decided by the Member and / or the exchange.
7. **Utilization by Member of the Initial Deposit by the Constituent:** 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.

8. **Payment of Margins:** 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 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.
9. **Receipts & Payment of Premium MTM:** 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 on the immediate succeeding business 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.

10. If the complete recovery is not possible then, the Member shall be entitled to liquidate / close out all or any of the Constituent's other outstanding positions, without prejudice to the Member's right to recover the damage from the Constituent. Any and all losses and financial charges on account of such liquidation / closing out shall be charged to and borne by the Constituent.
11. 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 regulated by the Bye Laws, Rules and Regulations of the Exchange.
12. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CONSTITUENT.
13. All trades, transactions and contracts are subject to the Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

#### **Trade Obligations:**

The Constituent shall accept all trades executed, resulting from the orders placed with the Member, irrespective of the fact that the order is executed partially or in full, on the Exchange. In the event of non-confirmation of custodial trades by PCM for any reason whatsoever, all exchange-levied margins, MTM losses (on open position), will be borne by the Member for the unconfirmed trades. In such case, the Constituent shall pay to the Member, all margins levied by the Exchange on the unconfirmed trades. In addition to the above, the Member shall have an option to call for collateral from the Constituent, to meet the subsequent daily margin obligation / MTM losses on the unconfirmed trades. The Constituent shall be obliged to pay the daily margin, MTM on the immediate succeeding business day, of the day when the Member raises such margin requirement. The Member shall not permit the Constituent to create any new open positions, until receipt of such additional margin requirement.

If the Constituent defaults in paying the daily margin, MTM, if any, 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.

#### **Deliveries:**

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 also ensure to comply with all statutory requirements laid down regarding Sale / Purchase of goods including payment of taxes, local levies and other statutory / regulatory charges as prescribed under applicable laws from time to time.

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.

Constituent shall be liable to pay sales tax under the local State sales tax law or the Central Sales Tax Act, 1956, as the case may be and will be solely responsible for complying with all the provisions and regulation of the applicable sales tax law.

In WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written. SIGNED for and on behalf of

THE Member :

By :

Signature :

Title :

Witness :

SIGNED for and on behalf of

THE Constituent:

By :

Signature :  \_\_\_\_\_

Title :

Witness :

## RISK DISCLOSURE DOCUMENT

(THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH REGULATIONS OF NATIONAL COMMODITY & DERIVATIVES EXCHANGE (NCDEX))

NCDEX has not passed the merits of participating in this trading segment nor has NCDEX passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Risk of loss in trading in derivatives can be substantial.

You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Derivatives trading thus require not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in the Futures segment, the Constituent shall be solely responsible for such loss and the Exchange shall not be responsible for the same and it will not be open for any client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the member. The client will be solely responsible for the consequences and no contract can be rescinded on that account.

### RISKS INVOLVED IN TRADING IN DERIVATIVES CONTRACTS

#### Effect of "Leverage" or "Gearing"

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

#### Risk-reducing orders or strategies

The placing of certain orders (e.g., "stop-loss" orders, or "stop-limit" orders), which are intended to limit losses to certain amounts, may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" positions, may be as risky as taking simple "long" or "short" positions. Suspension or restriction of trading and pricing relationships Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss due to inability to liquidate/offset positions. Deposited cash and property You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property that has been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the member, the same shall be subject to arbitration as per the bylaws/regulations of the Exchange.

#### Commission and other charges

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

#### Trading facilities

The Exchange offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

This document does not disclose all of the risks and other significant aspects involved in trading on a derivatives market. The Constituent should therefore study derivatives trading carefully before becoming involved in it.

I hereby acknowledge that I have received and understood this risk disclosure statement.

(Customer Signature)

(If Partner, Corporate, or other Signatory, then attest with company seal.)

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

**ANNEXURE-"A"**

**(SPECIMEN OF RESOLUTION TO BE PRINTED ON  
COMPANY / FIRM LETTER HEAD)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF \_\_\_\_\_ HELD ON \_\_\_\_\_ AT THE REGISTERED OFFICE OF THE COMPANY.

"RESOLVED THAT applicant be made for the registration of the company as a client of Marck Derivatives Pvt. Ltd., Member Multi Commodity Exchange

RESOLVED FURTHER THAT Shri \_\_\_\_\_, Director be and is hereby authorised to sign the client registration form & other documents or to do any such things / act as may be necessary.

FURTHER RESOLVED THAT Shri \_\_\_\_\_, Director be and is hereby authorised to deal in such stock and securities as he may deem fit.

For \_\_\_\_\_  
(DIRECTOR)

**ANNEXURE-"B"**

(MATTER TO BE PRINTED ON NON JUDICIAL STAMP PAPER OF RS. 50/-)

THIS NON JUDICIAL STAMP PAPER OF RS. 50/- FORMS PART & PARCEL OF ENCLOSED AGREEMENT BETWEEN MARCK DERIVATIVES PVT. LTD. MEMBER OF MULTI COMMODITY EXCHANGE AND IT'S CONSTITUENT \_\_\_\_\_

For **MARCK DERIVATIVES PVT. LTD.**

(Director)

CLIENT

**DECLARATION BY THE USER**

I hereby declare that I am aware about the Rules, Byelaws, Regulations and Circulars issued there under by the Exchange. I agree to become an Approved User (Internet) of MARCK DERIVATIVES PVT. LTD. I would intimate the Exchange on ceasing to be an employee / Approved User of MARCK DERIVATIVES PVT. LTD. I hereby agree to abide by the Rules, Bye-laws, Regulations and Circulars issued by the Exchange that may be in force from time to time and understand that appropriate action may be initiated by the Exchange in case of violation of the Rules, Bye-laws, Regulations and Circulars issued by the Exchange. I certify that I have not applied for any other Internet User ID on the same segment for which this ID's now being applied for. I will not allow anybody else to access / use the NCDEX Trading System using the Internet User ID so allotted to me.

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

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

Place : \_\_\_\_\_

( X ) \_\_\_\_\_