Angel Commodities
Service Truly Personalized

Account Opening Form *for* INDIVIDUAL

FOR CSO USE ONLY

Form No.	1234567890
Client Code	
CP ID	
Branch Code	
Sub-broker/ AP Code	
Ver: 2.0	**March 2017**

COMMODITY B2B

Application Type	☐ New ☐ Update
KYC Number	

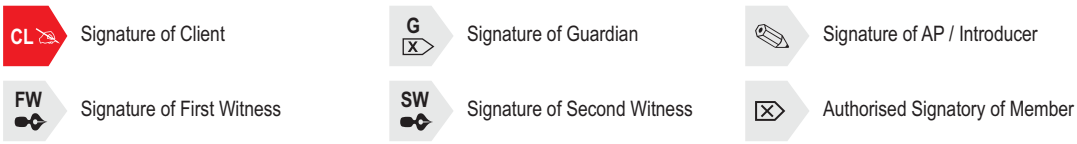
Connect with us

INDEX OF DOCUMENTS

S. No.	Name of the Document	Brief Significance of the Document	Page No.
MANDATORY DOCUMENTS AS PRESCRIBED BY SEBI & EXCHANGES			
1.	KRA Form and Account Opening Form (Annexure 1)	A. KYC Form - Document captures the basic information about the constituent and an instruction / check list. B. Document captures the additional information about the constituent relevant to Trading account and an instruction / check list.	1 to 4
2.	Tariff sheet	Document detailing the rate / amount of brokerage & other charges levied on the client for trading on Commodities Exchange(s).	4 to 5
3.	Risk Disclosure Document (RDD) (Annexure 2)	Document detailing risks associated with dealing in the Commodities Market.	SEPARATE COPY FOR CLIENT
4.	Rights & Obligations of Members, Authorised Persons & Clients (Annexure 3)	Document stating the Rights & Obligations of member, Authorised Person and client for trading on exchanges (including additional rights & obligations in case of internet / wireless technology based trading).	
5.	Guidance Note - Do's & Don'ts for the Investors (Annexure 4)	Document detailing do's and don'ts for trading on exchange, for the education of the investors.	
VOLUNTARY DOCUMENTS AS PROVIDED BY THE COMMODITY BROKERS			
1.	Confirmation of the arrangement with AP	Joint Letter of AP and Client	5
2.	Electronic Contract Note (ECN) - Declaration	Documents for delivery of ECN	6
3.	Client Declaration - Open Interest Position	Declaration provided by Client to Angel for Open Interest Position	6
4.	Standing Instruction to maintain Running Account	Authorization to maintain a running account	7
5.	Voluntary Terms & Conditions	Additional terms & conditions specific to clients for the purpose of operational efficiency.	7 to 11

IMPORTANT NOTE

1. Signature Types:



2. In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature

IMPORTANT INSTRUCTIONS

1. All details to be filled in Capital Block letters in Black / Blue Ink Only.
2. Email ID & Mobile number is mandatory for account related passwords and transaction details.
3. Corrections in the KYC form should be counter signed.
4. Strike off whichever option, in the account opening form, is not applicable.
5. All Originals to be produced for physical verification.
6. If any proof of identity or address is in a regional language, then translation into English is required.
7. Sole proprietor must make the application in his individual name & capacity.
8. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.

KYC CHECKLIST (PLEASE TICK WHEREVER APPROPRIATE)

Acceptable Documents (Copies of all documents to be self attested)			Please Tick
PAN Card	Account Holder		
Photograph	One Colored Front Face Photograph on photographic Paper (Passport Size)		
Additional Proof Require (Any One) (If PAN card not visible **OR** PAN details not matching with KYC)	1. Unique identification number (UID) (Aadhaar)	☐ KRA document used (Email Id & Phone number to be provided on given KRA Form)	
	2. Valid Passport (Name, Address & Photo page)		
	3. Voter ID (front and back)		
	4. Valid Driving License (Name, Address & Photo page)		
	5. PAN Card		
	6. Other 1 (Pls. Specify) _____		
Proof of Address (Any One) Permanent / Correspondence	1. Valid Passport (Name, Address & Photo page)		
	2. Voter ID (front and back)		
	3. Valid Driving License (Name, Address & Photo page)	☐ KRA document used KYC Checklist	
	4. Unique identification number (UID) (Aadhaar)		
	5. Bank Statement/Passbook (not more than 3 months old must contain complete address of client)		
	6. Banker's Verification Letter		
	7. Electricity Bill (not more than 3 months old)		
	8. Resident Landline Tel. Bill (not more than 3 months old)		
	9. Registered Flat Sale Agreement of Residence		
	10. Registered Lease/Leave & License Agreement		
	11. Ration Card		
Bank Proof With MICR / IFSC Code (1st Holder only)	1. Bank Statement / Bank Passbook with cheque leaf (not more than 3 months old)		
	2. Banker's Certificate on letter head of the Bank (ORIGINAL)		
	3. Cancelled Personalized Cheque leaf		
Demat Proof (Any One) (1st Holder only)	1. Client Master (CML copy duly attested by CP)		
	2. CP Statement / Transaction cum Holding Statement		
Proof of Income (Any One) (Mandatory for F&O / Currency Segments) (1st Holder only)	1. Copy of ITR Acknowledgement		
	2. In case of salary income - Salary Slip, Copy of Form 16		
	3. Net-worth certificate (Not more than 1 year old)		
	4. Copy of Demat Account Holding Statement		
	5. Bank Account Statement for last 6 months reflecting income		

FATCA / CRS DECLARATION / SELF CERTIFICATION FOR INDIVIDUAL

Client Name			
1.	Are you U.S. Person? (Refer KYC Handout - Customer Copy)	☐ Yes ☐ No	
2.	Specify country of residence for tax purpose (Tax Residency)	☐ India ☐ Other	
3.	Specify country of citizenship	☐ India ☐ Other	

Note: If you are a U.S. person and / or if your tax residency / nationality / citizenship is other than India, then please provide declaration / self certification under FATCA / CRS.

This declaration form can be downloaded from http://www.angelcommodities.com or call at centralized helpdesk at 1860 200 2006 / 1860 500 5006 or write to feedback@angelbroking.com.

Client Signature

Angel Commodities Broking Pvt. Ltd.

KYC CVL

ANNEXURE 1 - PART 1

KNOW YOUR CLIENT (KYC) | APPLICATION FORM (FOR INDIVIDUALS ONLY)

Application No. :

Please fill in ENGLISH & in BLOCK LETTERS with black/blue ink & tick the appropriate options

A. IDENTITY DETAILS

1. Name of Applicant	FIRST NAME	MIDDLE NAME	LAST NAME
2. Maiden Name	FOR MARRIED WOMEN ONLY		
3. Father's / Spouse Name	FIRST NAME	MIDDLE NAME	LAST NAME
4. Mother Name			
5. a. Gender	☐ Male ☐ Female ☐ Transgender		
b. Date of birth	DD / MM / YYYY **c. Marital Status**	☐ Single ☐ Married ☐ Others	
6. Nationality	✓ Indian	**7. Status**	✓ Resident Individual
8. PAN		Aadhaar	

CL 2/12

PHOTOGRAPH

Please affix your recent passport size photograph and sign across it

9. Specify the proof of identity submitted :

B. ADDRESS DETAILS

1. Residence / Correspondence Address					
City/Town/Village		District			
Pin Code		State		Country	
2. Contact/Mobile No		Tel (Res.)			
Tel (Off.)		Email id			

3. Specify the proof of address submitted for Residence / Correspondence Address:

4. Permanent Address (if different from above correspondence address)					
City/Town/Village		District			
Pin Code		State		Country	

DECLARATION

I hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we are aware that I/we may be held liable for it.

I hereby consent to receiving information from Central KYC Registry through SMS/Email on the above registered number/email address.

Place		Signature of Applicant	CL 3/12
Date	DD / MM / YYYY		

FOR OFFICE USE ONLY

Details of Employee / Authorized Signatory	Documents verified with Originals	Client Interviewed By & In-Person Verification done by
Name & E Code		
Designation		
Date	DD / MM / YYYY	DD / MM / YYYY
Signature		

Angel Commodities Broking Pvt. Ltd. Seal/Stamp of the Intermediary

ANNEXURE 1 - PART 2

TYPE OF ACCOUNT : ☑ Individual	Sub Status	☐ Resident ☐ Other	

A. BANK ACCOUNT DETAILS (BANK 1 WILL BE CONSIDERED FOR PAYOUT OF FUNDS)

Bank 1 : Bank Name & Branch Location:

Account No.		☐ Savings ☐ Current	
MICR Code		IFSC Code	

B. COMTRACK ACCOUNT DETAILS

CP Name			
Client Name			
CP ID		CMSE ID	

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

C. TRADING PREFERENCES Please sign in the relevant boxes where you wish to trade. The segment not chosen should be struck off by the client

Name of the National Commodity Exchanges	Signature of the Client
Multi Commodity Exchange Ltd.	CL 4/12
National Commodity & Derivative Exchange Ltd.	CL 5/12

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

D. INFORMATION FOR PREVENTION OF MONEY LAUNDERING ACT, 2002

Details of Relatives, having account with Angel Broking Pvt. Ltd. / Angel Commodities Broking Pvt. Ltd.

Name	
Relationship	
UCC	
Experience	No. of years of Investment / Trading Experience in Commodities: (Years) Others: (Years)
Gross Annual Income	☐ Below 1 lac ☐ 1-5 Lacs ☐ 5-10 Lacs ☐ 10-25 Lacs ☐ >25 Lacs **OR** Net Worth in ₹ (*Net worth should not be older than 1 year) as on date DD / MM / YYYY
Occupation (Please tick)	☐ Govt Service ☐ Professional ☐ Private Sector Service ☐ Public Sector ☐ Business ☐ Retired ☐ Agriculturist ☐ Housewife ☐ Student ☐ Others:
Nature of Business	☐ Manufacturing ☐ Services ☐ Trading (Pls Specify) ☐ Consultancy ☐ Others: (Pls Specify)

Is the Client Politically Exposed Person (PEP) or Related to a PEP ☐ Yes ☐ No

E. CONTRACT NOTE PREFERENCE / RAA / OTHER DETAILS /CLIENT CATEGORIZATION

Contract Note/Transaction Statement/Other Details	☐ Electronic ☐ Physical
Running Account Authorisation	☐ Monthly ☐ Yearly
Client Category	
Commercial participant Noncommercial participant	☐ value chain participant ☐ exporter ☐ importer ☐ hedger ☐ financial participant ☐ trader ☐ arbitrager

Note : Other Documents includes SEBI prescribed standard documents i.e. Rights and Obligation doucments for trading account, Risk Disclosure Documents and Guidance Note or any other communication/document disseminated by Angel broking

F. PAST ACTIONS

Details of any action / proceedings initiated / pending / taken by SEBI / Stock Exchange / Commodity Exchange / any other authority against the client during the last 3 years:

☐ No If yes, please specify

G. INTRODUCER DETAILS

Status of Introducer ☐ Sub-broker/AP ☐ Employee ☐ Existing Client ☐ Others (Specify):

Introducer Name: AP/Emp/Client Code:

Address:

Mobile No:

Signature of the AP / Introducer

H. DEALING THROUGH SUB-BROKERS / AUTHORISED PERSON (AP) / OTHER STOCK BROKERS

If Yes, please specify:

Name of Stock Broker	Name of SB/AP	
Name of Exchange	Client Code (as given by other broker)	

Details of disputes/dues pending from/to such stock broker/sub-broker:

Whether you are a Member / Sub-broker / AP of any Exchange

If yes, provide SEBI REGISTRATION NO:

I. ADDITIONAL DETAILS

Receive email directly from the exchanges?	☐ Yes ☐ No	
E-broking	☐ Yes ☐ No	
Declaration for Mobile Number (mentioned as per KYC)	☐ Self ☐ Spouse ☐ Child ☐ Parent	
Declaration for Email ID	☐ Self ☐ Spouse ☐ Child ☐ Parent ☐ Do not have	

J. SALES TAX / VAT REGISTRATION DETAILS

Registration No	Validity Date	Name of the State
Local Sales Tax:	DD / MM / YYYY	
Other Sales Tax:	DD / MM / YYYY	
Central Sales Tax:	DD / MM / YYYY	
Local VAT:	DD / MM / YYYY	
Other VAT:	DD / MM / YYYY	

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

Date: DD / MM / YYYY Client Signature CL 6/12

Place:

Note: In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature

NOMINEE DETAILS FOR TRADING ACCOUNT

	☐ I/We wish to nominate ☐ I/We do not wish to nominate		
Name			
Address	Same as Account Holder ☐ Else fill below details		
City		Pin Code	
PAN Card		Tel	
Relationship with Nominee (if any):		Date of birth	DD / MM / YYYY

GUARDIAN DETAILS (IF NOMINEE IS A MINOR)

Name			
Address			
		Guardian Signature:	G X
Tel			

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

Date: DD / MM / YYYY

Client Signature CL 7/12

Place:

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

Name		Name	
Address		Address	
FW		SW	
Signature of First Witness		Signature of Second Witness	

BROKERAGE DETAILS

Delivery	Futures Intraday*
☐ **MARGIN < 25,000**	**MARGIN COLLECTED:**
☐ **MARGIN = > 25,000**	**MARGIN COLLECTED:**
Minimum brokerage of	paisa per share will be charged for Trading & Delivery Trades.
Each Leg*	

Note:

1. Please note that the brokerage levied to your trading account shall be the higher of brokerage value as per the agreed rates or Rs.30/- per trading day per segment, subject to the maximum rates prescribed by the SEBI / Exchange (s) from time to time.
2. Delivery brokerage would be levied to all customers who has either opted for delivery or by default delivery allocated. It would be levied as per the rates specified in above table. In the absence of any rate default brokerage @ 0.30% would be levied.
3. For Electronic Delivery through NCDEX client needs to open separate account with COMTRACK participant. Separate charges with applicable taxes if any will be debited in client's ledger account.

4. In case of intra day transaction in Commodity contract first leg rates as above shall be charged on the buy value or sell value depending upon whichever is higher and second leg rates shall be charged vice versa.
5. Commission of Clearing & Forwarding Agent/Commission agents, if appointed on behalf of clients for the purpose of taking of deliveries will be charged at actual.
6. Statutory levies including but not limited to Commodities Transaction Tax, Service Tax, Stamp duty, Education Cess shall be levied as per the rates applicable from time to time.
7. Angel Commodities Broking Pvt. Ltd. reserves the right to revise the tariff structure from time to time at its sole discretion, under advance intimation to clients either by way of ordinary post or by an email or by SMS or by notification on the back office interface.

CONFIRMATION OF THE ARRANGEMENT WITH AUTHORIZED PERSON

To,

Date:_____

M/s Angel Commodities Broking Pvt. Ltd.,
G-1, Ackruti Trade Centre, Road No. 7, MIDC, Andheri (E), Mumbai - 400 093.

Dear Sir,

I/we confirm that I/we have been introduced to Angel Commodities Broking Pvt. Ltd., (ACBPL) as its Client by the within mentioned Authorized Person (AP) appointed by ACBPL in terms of the relevant Regulations of the Exchanges.

In this connection, I/we state and confirm that we are aware of the following:

1. That the AP is not authorized by ACBPL or under the Bye-laws, Rules and Regulations of the Exchange to enter into any separate private agreements with me/us in connection with any transactions in the commodities market.
2. That the AP is prohibited from making any offers or operating any schemes of guaranteed or fixed returns on investments made in the commodities market.
3. That the AP is not authorized to receive payments of money or securities in his/her/its own name or account.
4. That all payments of funds in respect of my/our Trading Account shall be made to and/or received from ACBPL only.
5. That all statement of accounts and documents related to my/our transactions shall be received from ACBPL only and not from my AP who is not authorized to issue any such statements/accounts.
6. That the AP is not authorized to charge and receive from me/us any fee, commission, share of profit, or any consideration for the services he/she/it renders.

In view of the above, I/we agree and confirm that I/we shall not hold ACBPL liable for any loss, damage, loss of profit, or other consequences, whether direct or indirect, arising from my/our failure to act in accordance with or anything done by me/us in contravention of the requirements of the above express understanding.

Yours faithfully,

Client Signature CL 8/12

I/we hereby agree to abide by the above arrangement and understanding with the Client and not to act in contravention of the same.

AP Name: _____

Signature of the AP

APPENDIX - A ELECTRONIC CONTRACT NOTE (ECN) - DECLARATION (VOLUNTARY)

To,
Angel Commodities Broking Private Limited.
G-1, Ackruti Trade Centre, Road No. 7, MIDC, Andheri (E), Mumbai - 400 093.

EOF

Dear Sir,

I, _____, Client Code _____,
PAN _____, Address _____
a client with Member M/s. Angel Commodities Broking Private Limited, of Multi Commodity Exchange of India Ltd (MCX), and/or National Commodity & Derivative Exchange Ltd (NCDEX), undertake as follows:

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

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

Verification of the client signature done by,

Authorised Signatory of Member

Client Signature CL 9/12

Designation:

Date: DD / MM / YYYY

Date: DD / MM / YYYY

Place:

CLIENT DECLARATION - OPEN INTEREST POSITION

I/We, the undersigned, have taken cognizance of circulars issued by SEBI / Commodity Exchanges from time to time on the guidelines for calculation of net open positions permitted in any commodity and I/we hereby undertake to comply with the same.

I / We hereby declare and undertake that I / we will not exceed the position limits prescribed from time to time by Commodity Exchanges or Forward Markets Commission and such position limits will be calculated in accordance with the circulars on position limits as modified from time to time.

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

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

I/We further undertake to bear any liable/penalty/charges levied by Commodity Exchanges / SEBI.

Client Code:

Client Signature CL 10/12

STANDING INSTRUCTION TO MAINTAIN RUNNING ACCOUNT

I/We request you to maintain my/our accounts for fund and securities on running account basis, unless I/We specifically request you for a pay out of available free funds or securities in the account. You may settle the accounts at opted intervals i.e. monthly/quarterly or at such other intervals as SEBI/Commodity Derivatives Exchanges may specify from time to time.

I/we further authorize you to retain securities and/or funds as may be permitted by stock exchanges/SEBI from time to time or towards other unbilled services and/ or charges applicable on my account, while settling the accounts. You may make payment of the balance fund, only if such balance fund is not less than Rs. 50,000/- (fifty thousand only) or such other sum specified by SEBI/Commodity Derivatives Exchanges, while settling my/our account. I/we understand that no interest will be payable on the amount of funds retained by you as above. I/we agree that Angel shall not be liable for any claim for loss or loss of profit or for any claim for loss or loss of profit or for any consequential, incidental, special or exemplary damages, or otherwise, caused by retention of such securities/ funds. The standing instruction/authorization for maintaining my /our account as running account shall remain valid until revoked in writing addressed to you.

Date: _____

Client Signature CL 11/12

VOLUNTARY TERMS AND CONDITIONS

Whereas the client intends to open commodities trading accounts with Angel Commodities Broking Pvt. Ltd., (hereinafter referred to as 'Angel') for the purpose of trading in commodity derivatives on the Multi Commodity Exchange of India Limited and the National Commodity and Derivatives Exchange Limited and such other National Commodity Exchange (s) as are/may be recognized by Government of India under Section 6 of the Forward Contracts (Regulation) Act, 1952 (FCRA) of which Angel may become a Member and as the Client may opt from time to time.

And whereas for the purpose of more fully and conveniently availing of the services agreed to be provided by Angel and also the additional services that may be made available by Angel from time to time, the Client, on its own free will and volition, agrees to accept and be bound by the following terms and conditions.

The Client understands that these terms and conditions are voluntary, i.e, non-mandatory in nature, but on their acceptance, these shall constitute binding contract between the parties and shall be enforceable by either party against the other.

1. **Authorization to debit additional charges with regard to Trading and Demat Account:** Without prejudice to the other rights and obligations of the parties, the client understands and agrees that Angel may levy additional charges for any additional service rendered by Angel, including but not limited to, Annual Maintenance Charges and transaction charges with respect to Client's Demat / Comtrack account, legal expenses incurred by Angel for recovering unpaid dues from the Client, charges on delayed payments, account maintenance charges where brokerage falls below the minimum amount prescribed from time to time, Delivery charges etc. and all reasonable costs, as may be incidental or consequential to rendering the said services. The said charges will be debited to the client's ledger account with Angel.

2. **Setting up of Exposure Limits:**

2.1. Upfront Margin: Client is required to pay initial margins upfront, i.e., in advance of the trade, and all other applicable margins within the time prescribed by the Regulator from time to time. 'Other applicable margins' shall mean mark to market margin, special margin, additional margin, tender margin, delivery margin or any other margin as may be prescribed and required by the Exchange(s) or the Regulator to be collected from clients. In case of non payment or short payment of any margin, penalty at the rate prescribed by the Regulator / Exchange(s) from time to time shall be levied to the Client on the margin not/short paid by him/her/it. Client accepts and agrees that Angel may, at its option, demand higher margins from the Client than the margins required by the Exchanges.

2.2. Angel may sanction trading limits to the Client based on the margin lying to the credit of the Client in the form of funds / securities / bank guarantees / fixed deposit receipts. Angel at its sole discretion may refuse to accept any security as collateral/margin. Angel shall from time to time publish a list of securities which would be acceptable as collateral / margin. In setting exposure limits for the Client, Angel shall be entitled to consider such factors as it may deem fit, including without limitation, the client's risk profile, risk appetite, loss bearing capacity, payment history, market volatility, risk management policy of Angel and such other factors or conditions which Angel may consider relevant for the purpose. Angel reserves liberty to vary the trading / exposure limits of the Client depending upon its risk assessment from time to time having regard to the changes in any of the factors or market conditions bearing on the risk profile of the Client.

2.3. Neither Angel, nor any affiliate of Angel nor their respective directors, officers, employees, agents shall in any circumstances be liable for any direct or indirect loss, cost, liability, expense or damage (including without limitation all legal fees and expenses) arising from any variation or reduction of exposure or turnover limits by Angel.

3. **Delayed payment and consequences:**

3.1. Notwithstanding anything contained in these presents, any amounts which are overdue from the client in his/her/its account shall be liable to delayed payment charges at the rate of 1.5% per month or part thereof or such other rate as may be determined and communicated by Angel. Client authorizes Angel to debit the delayed payment charges to the account of the client at the end of each month / such other interval as may be decided by Angel.

3.2. Angel shall be entitled to suspend or terminate the contract, without prior notice, if the client fails to fulfil his/her/its payment obligations hereunder to Angel, provided, however, that client discharging payment obligations shall not preclude Angel

from terminating the contract or refusing to place trade orders for the client if the client is found to have / be indulged / indulging in any activities violative of the regulations or the integrity of the market.

4. **Angel's right to square off:** Without prejudice to Angel's other rights, in the event of the client failing to maintain/supply immediately on demand applicable margin money required to sustain the outstanding market positions of the client, Angel shall be entitled, at its option and liberty, to liquidate / close out all outstanding market positions or any part thereof such that the outstanding market positions are either zeroed out or reduced to an extent where available margin covers the market positions remaining after such square off. For removal of doubt, it is clarified that Angel may square off the entire outstanding market interests of the client and the client shall not, as a matter of right, be entitled to reduction of the outstanding positions in stages in order that positions to the extent of available margin are retained in the client's account. Any loss arising from such square off of positions shall be to the account of the client. Angel may also sell all or any securities / collateral of the client lying with it and adjust the sale proceeds against the client's unpaid dues arising from any transactions, charges, levies, or fees in the client's account including squaring off of client's open market positions due shortage of margin. Any and all losses and financial charges on account of such sale shall be borne by the client. Such liquidation / sale may be without any prior reference or notice to the client. client shall keep and hold Angel indemnified and harmless from any loss arising out of such squaring off / sale.

5. **Lien and right of sale:** All securities, commodities, funds and/or properties of the client placed with Angel shall be subject to a lien in favour of Angel for the payment for all sums due by the client or fulfilment of all un-discharged liabilities and obligations of the client in relation to his/her/its transactions in respect of the account. Angel shall be entitled to withhold any securities, commodities, funds, deposit receipts and/or property of the client as security towards any such un-discharged dues, liabilities or obligation of the client and to sell and / or appropriate to itself all such securities, commodities, funds, deposit receipts or properties at its sole discretion and at any point of time, without notice to the client.

6. **Refusal of Client requests for trades/transactions:** Angel is entitled in its sole discretion to:

(i) Restrict or refuse execution of any orders for transaction in any contract if transaction in such contract is not in accordance with its internal due diligence policy and/or the directives and guidelines of the Exchanges or the Regulator issued from time to time. The client agrees and understands that Angel may impose such restrictions / embargo on contracts having regard in general to, but not limited to, any one or more of the following factors viz. i) Market volatility, ii) Price sensitive announcements relating to any commodity, iii) Restrictions on trade volume imposed by the Exchange concerned, iv) Political instability in the country, v) External aggression or internal rebellion or vi) Default by the Client to maintain applicable collateral/margin or to make payment of dues or any other factors influencing the commodities market. Any decision of Angel to restrict or refuse transactions in any contracts on such grounds shall not be called in question by the Client, nor on the ground that Client was not put on notice before imposing such restrictions / embargo;

(ii) To refuse to accept or act upon any requests / orders of the client which, in Angel's sole opinion, are intended to manipulate, or likely to have the effect of manipulating, trades, trade volume or price, fraudulent in nature or otherwise in breach of applicable laws and/or Angel's internal policies. Decision of Angel whether any request/order of the client is manipulative, fraudulent, or in breach of the laws shall be final and it shall not be obliged to the Client to disclose any reasons for its finding;

(iii) Disallow any trades or transactions in respect of certain contract which may be below / above certain value / quantity as may be decided by Angel from time to time;

(iv) Close out any transaction which may have been executed but which Angel was entitled to disallow or refuse to execute for any of the reasons aforesaid;

7. **Client to have a Mobile connection:** Client agrees to have a mobile connection as a pre-condition to opening & maintaining the a/c with Angel & undertakes to notify Angel promptly whenever he/she/it obtains a new mobile connection in replacement of a mobile previously notified to Angel.

8. **Aggregation of open market positions of the Client by the Exchange:** Client agrees that if the Exchange directs / advise Angel to reduce the exposure of the Client in any outstanding open interest in any contract, because the market exposure of the client in the contract, individually, or taken together with that of related parties, exceeds the maximum allowable open position prescribed by the Exchange for an individual client or for all clients of Angel in the contract, Angel may square off the open market positions of the client in the contract as directed by the Exchange. client also agrees that, though Angel may on a best effort basis inform the client of the direction given by the Exchange, it is under no obligation to inform the client and/or obtain client's consent prior to squaring off the positions under this clause and all losses, if any, arising from such squaring off shall be to the account of the client.

9. **Payment of Full Contract Value:** Client agrees to pay Angel for all open buy positions, excepting both side option contract positions, full contract value less the free surplus fund of the client, if any, already with Angel, one day prior to the commencement of the tender period for the respective contract, and if that day is a bank holiday, on the day immediately preceding that day which is bank working day. If the Client makes a default in making payment as above, Angel at its discretion may square off all or part of the open positions of the Client and all and any losses arising thereout shall be to the account of the client.

10. **Authorization for pledging shares:** The client understands and agrees that Angel may pledge the collateral / margin shares of the client with the respective Commodities Exchange / clearing house of the Exchange, for margin purposes or any scheduled commercial bank, Non-Banking Financial Institution or other financial institution for raising funds from time to time to the extent account of the client carries debit balance but without any obligation on its part to

so raise funds by pledging the shares and without prejudice to the right of Angel to enforce, at its option, the collateral security in the shares to liquidate the debit balance at any time.

11. Suspension and deregistering of Client's Account / suspension of services:

11.1. If the Client apprehends that security of his/her/its account has been/is likely to be breached, the client shall immediately inform Angel by contacting Customer Care department. Angel may on receipt of such information suspend all transactions in the account and restore the account to normal transaction mode only after it is satisfied, after such investigation as it may deem fit, that the integrity of the account is intact or restored to a secure state. Angel reserves the right to report to investigating agencies, the concerned Exchange or the Regulator, any breach of security or integrity of the account of the Client or of its misuse in a manner which may be a violation of the applicable rules and regulations or of the policy of Angel, whether on information received from the Client or from any reliable source or on such breach coming to its notice on its own investigation. The account of the client shall, if suspended, remain so suspended until such time as the Client's request in writing for reactivation of the account is received by Angel. All open market positions outstanding in the account when suspended under this clause shall be closed on the instructions of the client and, if the client fails to instruct Angel, Angel may close the open market positions at its option and loss, if any, arising from such close out shall be to the Account of the client. Nothing in this clause shall prevent Angel from selling any securities, commodities, funds and/or properties of the client in its possession and/or power to recover any dues owing by the Client to Angel.

11.2. Angel may, as and when it considers it necessary and without prior notice to the client, prohibit, restrict or suspend the client's access to or use of the Services provided to the client under this Agreement, whether in part or entirely.

11.3. Angel reserves the right to deregister the client without prior notice in the event of:

a. The client committing any breach of the terms of this agreement;

b. The client committing infraction of any Rules, Bye-Laws, Regulations of the Regulator or the Exchange or of the provisions of any law for the time being in force governing dealings in the commodities market;

c. Directions / orders being given for deregistration of the client by the Regulator, the Exchanges, a competent court of law or any other lawful authority;

d. Death, winding up, bankruptcy, liquidation or want/loss of legal capacity of the Client;

e. The client being designated as a defaulter by any credit rating agency or any action or proceedings have been initiated by the relevant regulator / Authority including without limitation to the Regulator;

f. Bank account, demat / comtrack account, commodities account of the client being frozen or attached by any court of law or any other competent authority for whatever reason;

g. The client being found to have made false representation of facts or produced false, forged or fabricated documents at the time of account registration;

h. The client indulging in, directly or indirectly, either by himself / herself / itself or in connivance with the Authorized Person or any third parties, in any of the activities, or entering into any arrangement or understanding with anyone including the Authorized Person, which are prohibited by the Regulator or the Exchanges, or in breach of the agreement of the client with Angel or its policies, or in the nature of Portfolio Advisory Services / Portfolio Management Services, or in expectation of assured returns / profits or with a view to share such returns / profits;

i. Any legal proceedings or investigation involving the client that may imply a risk of the client being declared insolvent by a competent court of law or his / her / its properties being confiscated, impounded or seized;

j. The client failing to discharge his / her / its payment obligations to Angel;

k. If the client migrates to and/or becomes resident of a jurisdiction which prohibits trading in Indian contract or otherwise subjects Angel or any of its employees to any licensing, registration, or reporting requirements under any laws, rules or regulation applicable in that jurisdiction;

12. Orders at Unrealistic Prices / in Illiquid contracts: The client hereby confirms that it will not place or cause to be placed with Angel, orders in contracts at prices substantially different from their prevailing market price. The Client agrees that any order placed by the client at a price substantially different from the prevailing market price for the contract is liable to be rejected at the sole discretion of Angel. The client also agrees that Angel may in its sole discretion, and without disclosing any reasons, restrict or prohibit trading in any contracts in any commodities which are considered illiquid or unsuitable for trade a list of which is available for view on Angel's back office system through secured login. The client understands that the said list is not exhaustive, though on a best effort basis Angel keeps the list updated, and Angel would be within its rights to restrict or prohibit trades in any contracts / commodities not included in the list.

13. Execute / Self / Wash / Match trades: Orders of buy and sell placed at such rates and within such time intervals / frequencies, and particularly in contracts considered illiquid, may be rejected or cancelled by Angel without prejudice to its other rights to impose penalty on the client and/or deregister the client. Angel may also report such instances to the Exchange or the Regulator for appropriate action at their end.

14. Disclaimer: The client understands and agrees that neither Angel nor any other party disseminating any market data, message or information through the Website of Angel or in any other media shall be liable for:

a. Any inaccuracy, error, omission or delay in the transmission or delivery of any such data, information or message, or

b. Any loss or damage arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance, or (iii) interruption in making available any such data, information

or message, by Angel or any disseminating party whether due to any reasons internal to Angel or the disseminating party or due to any "force majeure" causes (e.g. flood, extraordinary weather condition, earthquake or other act of nature, fire, war, insurrection, riot, labour dispute / unrest, accident, action of government, communications or power failure, equipment or software malfunction) or any other cause beyond the reasonable control of Angel or any disseminating party.

15. **Manner and Mode of placing orders/instructions:** The Client may communicate orders and other instructions to Angel or the Authorised Person as the case may be over phone at the designated contact telephone number, or in writing, or through email sent from designated email ID, or by personally visiting the designated office of Angel / Authorized Person. Client may use any one or more of these means of communication or such other means / mode as may be permitted by the Regulator / Exchanges from time to time for placing orders.

16. **Non-execution / delay / cancellation of Orders:** The client hereby agrees that Angel or the Exchanges shall not be liable for non execution or partial execution of any orders caused due to suspension, interruption, or malfunctioning of the online as well as offline trading services, disruptions or congestion of communication net works, hardware or software problems, or failure of the electronic trading system generally in any manner due to one or the other reasons beyond the control of Angel or the Exchange.

17. **Client not to act on representations of agents, employees:** The Client is aware that Angel has not authorized any agents, representatives, employees or other persons to make on its behalf any representation, or any promise, assurance, warranty, undertaking or commitment as to return or profit on investment of the Client, whether in writing or otherwise, and understands that Angel shall not be liable in any manner for any loss or damage incurred by reason of Client acting or making investments on such representation, promise etc.

18. **Recording of Conversation:** The client is aware and agrees that Angel may tape record the conversation between the client/client's representative and Angel, whether over the telephone or in person. Client understands that Angel has exclusive proprietary right on the recorded conversations and it is under no obligation to furnish copy of the same on any medium in electronic form or their transcript to any person, other than competent lawful authorities or on their orders.

19. **Confidentiality of Client Details:** Details and information relating to the client including trade related information shall be kept confidential and shall not be disclosed to any person/authority except as required under authority of Law. However, where requisition for such details and information is received under authority of Law, Angel may part with such details and information without prior reference or intimation to the Client. The client, however, understands and agrees that Angel may share details of the client with its own group companies / branches /authorised person and with prescribed KRA (KYC Registering Authorities).

20. **Disclosure as to Proprietary Trades by Angel:** Angel may carry out proprietary trades in addition to trades on behalf of its Clients.

21. **Severance:** In case any one or more of the terms and conditions contained in this document become invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and full force and effect shall be given to those remaining provisions.

22. **No Waiver:** No forbearance, relaxation or inaction by any party to require from the other performance or discharge of any obligation to be performed or discharged by the other under this document shall in any way affect, diminish, or prejudice the right of such party to require of the other party at any time such performance or discharge, or performance or discharge of any other obligations under this document or be considered to be a waiver of any rights, unless the waiver is specifically agreed in writing.

23. **Notices:** All notices or communications issued by Angel shall be served on the client in any one or more or all of the following ways at the ordinary business address and/or ordinary place of residence and/or last known address of the client:

1. (a) by ordinary post or (b) by registered post (c) bulk delivery or (d) by express delivery post or e) by courier, or (f) by SMS on registered mobile or by telephonic call or (g) by affixing it on the door at the registered or the last known business or residential address or (h) by oral communication to the party or on the last known telephone number or on the recording machine of such number or (i) by advertising it in at least one prominent daily newspaper having circulation in the area where the last known business or residential address of the client is situated or (j) by publishing it in the website of Angel wherein secured log-id and password to Client is provided or (k) by a notice posted on the notice board of the Exchange if no address be known or (l) by electronic mail or fax or (m) by hand delivery or by courier or any other mode as may be allowed for communication.

   (b) Contract Notes, Bills, Ledger Accounts, Margin Statements and all other account / transaction related statements / information / documents / reports shall be delivered to the client at the registered address of the Client, (a) by ordinary post or (b) by registered post (c) bulk delivery post or (d) by express delivery post or e) by courier, or (f) by SMS on registered mobile where the document admits of such transmission and all dispatches through any one or more of the aforesaid modes at Sl. (a) to (e) shall be deemed to have been delivered to the Client when despatched to the registered address of the Client, with proper stamp or, as the case may be, courier charges prepaid.

2. Notwithstanding anything stated above, communication relating to orders, margins, maintenance calls and other similar matters in the ordinary course of dealings between Angel and the Client may be made orally.

24. **Electronic Contract Note (ECN):** Client understands that he may opt to receive contract notes in Electronic/Digital Form (ECN) authenticated by means of a digital signature in lieu of physical contract notes through e-mail by authorizing Angel in this connection and providing the e-mail address (es) at which the Client wishes the ECN to be sent. The client shall access and verify the ECN and all information contained therein. In

case of any discrepancy in the Contract Note, the Client shall inform Angel either in writing or via E-mail within 7 working days of the receipt of the same. Angel shall also publish the Contract Notes, bills, ledger accounts, margin statement and other account / transaction related statements / information / documents on the back office or on any other designated location specified by Angel from time to time, which the Client can access online The client will be issued a login ID & password by which the client can login in to the back office and view/save/print the ECN & other statements, accounts or documents. Should the client experience any difficulty in opening the ECN, Angel may, on advice by the Client, make the Contract Note available by any other means (e-mail, electronic mail attachment, or in the form of an available download from the back office web site or by delivery of a hard copy). client's failure to advice Angel of such a difficulty shall amount to valid delivery & viewing of the document by the client.

25. **Electronic Transmission of other Documents:** If the client has opted for ECN agrees that Angel may transmit to the client any statements, documents or intimation including, but not limited to, Margin Statement, Ledger accounts, bills, Statements of Funds & Commodities, margin & maintenance calls & other notices / communications in electronic mode either at the e-mail ID designated for delivery of ECN or to the mobile number of the client or both and, in case of non receipt of bounced mail/non delivery of SMS notification by Angel, Client shall be deemed to have received delivery of such documents. Discrepancies if any in the documents should be brought to the notice of Angel within seven working days from issuance failing which the documents shall be deemed to be true and correct record of transactions stated therein and to have been accepted by the client.

26. **Electronic Payment Gateway for Net Banking Services:** Angel may provide on its internet trading website, without additional cost to the client, access to Electronic Payment Gateways provided by various banks for facilitating transfer of funds from client's bank account to the account of the client with Angel. client understands that Angel is only providing access to the electronic fund transfer facility provided by the banker of the client through Angel's website by means of an interface and is not liable or responsible for the proper functioning or otherwise of the Gateway or for any transaction errors, losses, malfunctioning or hacking of the system by unscrupulous elements, frauds, and / or any incidental or consequential claims arising there out. client undertakes not to make Angel a party to any litigation, claim, dispute, difference or complaint that the client may initiate in respect of, arising out of or in connection with any transactions on the Gateway and agrees that Angel's liability shall at all time be limited to the amount actually received in its account by electronic transfer from client's account with the Bank.

27. **Internet / Wireless Technology based Trading facility:** Angel offers Internet and mobile Trading facility for transaction in commodities on the concerned Exchanges. The client may avail of such trading facility provided by Angel by complying with the formalities prescribed therefor.

a. Non-usage of Internet / Wireless Trading Facility: If the client does not use the Internet / Wireless Trading Facility for a continuous period of 3 months or such other period as Angel may notify, the facility may be deactivated without notice and the client shall comply with the prescribed formalities for reactivating the facility. trades can, however, be executed at all time by placing orders off-line with the concerned branch of Angel.

b. The client understands that Angel offers various Internet Trading / Wireless Trading software products which have been approved by the Exchanges and the client has option to choose any product convenient to him. The client also understands and agrees that depending on the trading activity of the client, Angel shall have the exclusive right & liberty to change the product version allotted to the client or to allot a different product of the Internet Trading / Wireless Trading facility.

28. **Extra Ordinary Events and termination / suspension of trading facility:** Angel will not be liable for losses caused directly or indirectly by government restriction, Exchange rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, lack of connectivity, congestion or disruption of communication net-work or links, software glitches or corruption, low processing speed, strikes or any other conditions beyond Angel's control resulting in non-execution, partial or incomplete execution of orders and the resulting financial loss, if any Angel may at any time terminate, discontinue or temporarily suspend trading facility provided to the client in the event of any such extraordinary event occurring without giving prior notice to the client.

29. Any provision of this agreement may be amended by writing signed by each Party. No waiver of satisfaction of a condition or performance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.

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

For Angel Commodities Broking Pvt. Ltd.

Authorised Signatory: _____

Client Signature CL 12/12

Note: In case of any correction in the form - Sign next to the correction done & Sign has to match the original signature

Angel Commodities Broking Pvt. Ltd.

Registered/Correspondence Office: G-1, Ackruti Trade Centre, Road No. 7, MIDC, Andheri (E), Mumbai - 400 093.
Tel.: 91 22 2835 8800 / 3083 7700 Fax: 91 22 2835 8811. Website: www.angelcommodities.com CIN: U67120MHI996PTCI00872,
SEBI Registration No. INZ000042935, MCX Code: 12685, NCDEX Code: 00220.

Compliance Officer Name: Mr. Nirav Shah. Tel.: 91 22 3941 3940. Email ID: compliance@angelbroking.com
CEO Name: Mr. Vinay Agrawal. Tel.: 91 22 2835 8800. Email ID: feedback@angelbroking.com
Also refer our website: www.angelcommodities.com for updated details, if any.

For any grievance / dispute please contact Angel Commodities Broking Private Limited at the above address or email id: feedback@angelbroking.com and Phone no.: 1860 200 2006 / 1860 500 5006. In case not satisfied with the response, please contact the concerned exchange(s): MCX Email: customersupport@mcxindia.com & Tel No: (022) 6731 8888
NCDEX Email: askus@ncdex.com & Tel No: (022) 6640 6899

For details: Please contact your nearest branch or call
Centralized Helpdesk at: **1860 200 2006** / **1860 500 5006**
or write to **feedback@angelbroking.com**

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Service Truly Personalized