

CLIENT AGREEMENT



PRITHVI BROKING PVT. LTD.

SOW YOUR MONEY . GROW YOUR MONEY

CLIENT NAME:

CLIENT CODE:

MEMBER:

National Multi Commodity Exchange of
India Ltd.

Regd. Office: 6 B, Corpora, L.B.S.Marg, Near Shangrilla Biscuit Co., Bhandup (West),
Mumbai – 400078

Phone: 022 61404444 022 61404429 FAX: 022 61404427

E-mail: Prithvi@prithvibroking.com

Website: www.prithvibroking.com

EXCHANGE MEMBER - NON MEMBER CLIENT AGREEMENT

This agreement is made at _____ this _____ day of _____ 20____ by and between M/S. PRITHVI BROKING PVT. LTD, a company formed and registered under the Relevant Act, hereinafter called EXCHANGE MEMBER, having its registered office address at 6 B CORPORA, 6TH FLOOR, NEAR SHANGRILLA BISCUIT CO., L.B.S. MARG, BHANDUP (W), MUMBAI 400078, and Mr./Ms./M/s. _____, a company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called NON MEMBER CLIENT, having its registered office address at _____

WITNESSTH:

Whereas the member is registered as EXCHANGE MEMBER of NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED (hereinafter called NMCEIL).

Whereas the NON MEMBER CLIENT is desirous of trading in those contracts admitted for dealing on the NMCEIL as defined in the Bye – Laws, Rules and Regulations of NMCEIL.

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

Whereas the EXCHANGE MEMBER has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the NON MEMBER CLIENT and trading objectives relevant to the services to be provided.

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

In consideration of your handling derivatives transactions carried out on the NMCEIL, I agree that

- 1) I have read the Risk Disclosure Document appended hereto and understand the trading & risks involved in the trading these instruments and am fully responsible for my dealings in these instruments.
- 2) I shall be bound by the Byelaws, Rules, Regulations, and Customs of the National Multi-Commodity Exchange Of India Limited and the Clearing House of the Exchange.
- 3) I shall deposit with you monies, Warehouse Receipts or other property, which may be required to open and/or maintain my account.
- 4) I shall not, acting alone or in concert with others, directly or indirectly, hold and control excess number of permitted futures contracts as fixed from time to time by the Exchange.

- 5) I shall not exercise a long or short position where, acting alone or in concert with others, directly or indirectly I will have exercised in excess of the number of permitted futures contracts as may be fixed from time to time by the Exchange.
- 6) All monies, Warehouse Receipts or other property which you may hold on my account shall be held subject to a general lien for the discharge of my obligations to you under this agreement.
- 7) I hereby authorize you at your discretion, should you deem it necessary for your protection to buy, sell or close out any part or all of the derivative contracts held in my account with you. Any or all such incidental expenses incurred by you will be reimbursed by me.

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

1. The agreement entered into between the EXCHANGE MEMBER and the NON MEMBER CLIENT shall stand terminated by mutual consent of the parties by giving at least one-month notice to each other. Such termination shall not have any effect on the transactions executed before the date of notice 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 NON MEMBER CLIENT or his otherwise becoming incapable of receiving and paying for or delivering or transferring Commodities which the NON MEMBER CLIENT has ordered to be bought or sold, the EXCHANGE MEMBER may with the approval of the Exchange, close out the transaction of the NON MEMBER CLIENT and the NON MEMBER CLIENT or his legal representative shall be liable for any losses, costs 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 in the city of AHMEDABAD for the purpose of giving effect to the provisions of the Rules, Bye - Laws and Regulations of the Exchange.

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 Trading member : PRITHVI BROKING PVT. LTD.

By : _____
Signature : _____
Title : _____
Witness : _____

SIGNED for and on behalf of
The Non Member Client: _____

By : _____
Signature : _____
Title : _____
Witness : _____

RISK DISCLOSURE DOCUMENT

[THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE NON MEMBER CLIENT BEFORE ENTERING INTO DERIVATIVES TRADING AND SHOULD BE READ IN CONJUNCTION WITH THE REGULATIONS OF NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED (NMCEIL)]

NMCEIL has not passed the merits of participating on the Exchange nor has NMCEIL 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 requires not only the necessary financial resources but also the financial and emotional temperament. In case of any consequences or loss in trading on the Exchange, the Non Member Client shall be solely responsible for such loss and the Exchange or Forward Markets Commission shall not be responsible for the same and it will not be open for any Non Member Client to take the plea that no adequate disclosure was made or he was not explained the full risk involved by the member. The Non member 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 trading 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.

A. Futures trading involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index. If the index 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.

B. If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Exchange member may liquidate a part of or the whole position or substitute commodities. In this case, you will be liable for any losses incurred due to such Close Outs.

C. Under certain market conditions, a Non Member Client 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.

D. 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.

E. You must ask your Exchange Member 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 contact 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, which has been specifically identifiable as your own, will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall. In case of any dispute with the Exchange member, the same shall be subject to arbitration as per the Bye Laws and 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, and the Clearing House and/or Exchange 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 Non Member Client 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: _____(DDMMYYYY)

FORMAT OF THE NON MEMBER CLIENT REGISTRATION FORM

(THIS INFORMATION IS THE SOLE PROPERTY OF THE TRADING MEMBER AND WOULD NOT BE DISCLOSED TO ANYONE UNLESS REQUIRED BY LAW)

FOR OFFICE PURPOSES:	
NON MEMBER CLIENT CODE: _____	
VERIFIED BY: _____	AUTHORISED BY : _____

EXCHANGE MEMBER'S

Name: PRITHVI BROKING PVT. LTD.
Address: 6 B, CORPORA, 6TH FLOOR, NEAR SHANGRILLA BISCUIT CO., L.B.S. MARG, BHANDUP (W), MUMBAI - 400078
Telephone No.: 02261404444,
FMC Registration No.: NMCE/TCM/CORP/0104

NON MEMBER CLIENT INFORMATION:

PHOTOGRAPH

Please sign on the photograph

NAME OF THE NON MEMBER CLIENT: _____
(SURNAME) (NAME)(FATHER'S/HUSBAND'S NAME)

SEX: MALE / FEMALE

DATE OF BIRTH: _____ (DDMMYYYY)

RESIDENTIAL STATUS: INDIAN / NRI / OTHERS

MARITAL STATUS: SINGLE / MARRIED

RESIDENTIAL ADDRESS: _____

CITY: _____

PIN CODE: _____

STATE: _____

TELEPHONE NUMBER: (RES.) _____

E MAIL ID: _____

OCCUPATION: _____ EXPERIENCE IN YEARS _____

OFFICE ADDRESS: _____

CITY: _____

PIN CODE: _____

STATE: _____

TELEPHONE NUMBER (OFFICE): _____

FAX NO / E MAIL ID: _____

SPOUSE INFORMATION:

SPOUSE'S NAME: _____
(SURNAME) (NAME) (MIDDLE NAME)
DATE OF BIRTH: _____ (DDMMYYYY)
OCCUPATION: _____
IF EMPLOYED EMPLOYER'S NAME / SELF EMPLOYMENT:
DETAILS: _____
DESIGNATION: _____
PAN NO: _____

FINANCIAL DETAILS OF THE NON MEMBER CLIENT:

PAN NO: _____
INCOME RANGE (per annum):
Below Rs. 100000
Rs. 100000 to Rs. 200000
Rs. 200000 to Rs. 500000
Above Rs. 500000
(STRIKE OUT WHICH IS NOT APPLICABLE)

**ADDITIONAL DETAILS IN CASE OF INDIVIDUAL/PARTNERSHIP FIRM /
FINANCIAL INSTITUTION / NBFC'S / CORPORATES**

FOR INDIVIDUAL (IF SELF EMPLOYED):

ESTABLISHMENT NAME:
ADDRESS:
DESIGNATION:
ESTABLISHED SINCE: _____ YRS _____ MTHS

**FOR PARTNERSHIP FIRM / CORPORATES / BANKS / FINANCIAL INSTITUTION /
NBFC:**

NAME: _____
EXCHANGE REGISTRATION NO (IF APPLICABLE) _____
TOTAL NO OF EMPLOYEES: _____
NO OF EMPLOYEES IN THE BACK OFFICE: _____
NETWORTH OF THE COMPANY: _____
NO OF DIRECTORS OF THE
ENTITY: _____
NAMES AND ADDRESSES OF THE DIRECTORS OF THE COMPANY:

WHAT IS THE SHAREHOLDING PATTERN OF THE ENTITY? (SPECIFY)

SHAREHOLDERS	NAMES OF THE SHAREHOLDERS	% HELD
INDIAN INSTITUTIONAL INVESTORS		
FOREIGN INSTITUTIONAL INVESTORS		
STATE GOVT / CENTRAL GOVT		
PARENT HOLDING CO		
RETAIL SHAREHOLDERS	(SPECIFY ONLY THE NO)	
DIRECTOR'S / PROMOTER'S STAKE		

BANK ACCOUNT DETAILS:

BANK NAME:

BRANCH:

ADDRESS:

ACCOUNT NO:

ACCOUNT TYPE: SAVINGS / CURRENT /NRI

TELEPHONE NUMBER(S): _____

FAX NO / TELEX NO: _____

TRADING EXPERIENCE:

_____YEARS IN COMMODITIES

_____YEARS IN DERIVATIVES

_____YEARS IN STOCKS

_____YEARS IN ANY OTHER INVESTMENT RELATED FIELD

NATIONAL MULTI-COMMODITY EXCHANGE OF INDIA LIMITED ON THE FOLLOWING MARKET SEGMENTS: (PLEASE TICK IN THE RELEVANT BOXES)

1. FUTURES MARKET
2. SPOT MARKET
3. READY DELIVERY MARKET

WHETHER REGISTERED WITH ANY OTHER TRADING MEMBER:

Name of Trading Member:

Client Code No.:

COLLATERALS SUBMITTED TO THE TRADING FIRM:

COLLATERALS

DECLARED
VALUE

% HAIRCUT

ASSIGNED
VALUE

1. CASH
2. WAREHOUSE RECEIPTS
3. BANK GUARANTEES
4. SHARES OF LISTED COMPANIES

REFERENCES

NON MEMBER CLIENT INTRODUCED

BY: _____
(SURNAME) (NAME)

(FATHER'S/HUSBAND'S NAME)

INTRODUCING NON MEMBER CLIENT CODE: _____

THE DETAILS FURNISHED BY ME / US (NAME OF THE ENTITY) ARE TRUE TO THE BEST OF MY / OUR (NAME OF THE ENTITY) KNOWLEDGE AND BELIEF. IN CASE IF ANY OF THE ABOVE INFORMATION IS FOUND TO BE FALSE OR UNTRUE THEN I AM / WE ARE (NAME OF THE ENTITY) TO BE HELD LIABLE FOR IT.

(SIGNATURE OF THE INDIVIDUAL CONSTITUENT)

INCASE OF PARTNERSHIP FIRM / FINANCIAL INSTITUTION / CORPORATES THEN

(SIGNATURE OF THE DIRECTORS OF THE COMPANY ATTESTED BY THE COMPANY SEAL.)

PERSONAL DETAILS OF PARTNERS/ PROMOTORS / 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.

PLEASE ATTACH A COPY OF THE FOLLOWING (ONLY RELEVANT):

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 PARTICIPATION IN DERIVATIVES TRADING.
5. IN CASE OF AN INDIVIDUAL THEN KINDLY SUBMIT A COPY OF
 - PASSPORT
 - RATION CARD
 - No. OF PHOTOGRAPHS (AS PER REQUIREMENTS OF THE TRADING MEMBER)
 - COPY OF THE SALARY SLIP OF THE NON MEMBER CLIENT FOR THE LAST MONTH.
6. MEMORANDUM AND ARTICLES OF ASSOCIATION.