

**FRONT COVER**



## INSTRUCTION LIST FOR FILLING KYC FORM

### Important Points :

1. Self attested copy of PAN card and all other documents are mandatory for all clients and persons authorized to deal in commodities on behalf of company/firm/others.
2. Copies of all documents submitted by the client should be verified with original by Kotak Commodity employee/ Registered Authorised Person. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.  
List of people authorized to attest the documents:  
Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. In case of high risk clients like PEP (Political Exposed Person) documents specified as proof of identity and address for opening simplified measure account are not applicable.

### General Instructions:

- 1 Fields marked with '\*' are mandatory fields.
- 2 Tick '✓' wherever applicable.
- 3 Please fill all dates in DD-MM-YYYY format.
- 4 For particular section update, please tick in the box available before the section number and strike off the sections not required to be updated.

### A Clarification / Guidelines on filling 'Personal Details' section

- 1 Name: Please state the name with Prefix (Mr/Mrs/Ms/Dr). The name should match the name as mentioned in the Proof of Identity submitted failing which the application is liable to be rejected.
- 2 Either father's name or spouse's name is to be mandatorily furnished. In case PAN is not available father's name is mandatory.

### B Clarification / Guidelines on filling 'Proof of Identity [PoI]' section

- 1 If driving license number or passport is provided as proof of identity then expiry date is to be mandatorily furnished.
- 2 Mention identification / reference number if 'Z- Others (any document notified by the central government)' is ticked.
- 3 In case of Simplified Measures Accounts for verifying the identity of the applicant, any one of the following documents can also be submitted.

Sr. No.	Description
01	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions.
02	Letter issued by a gazetted officer, with a duly attested photograph of the person.

### C Clarification/Guidelines on filling 'Proof of Address [PoA] - Current/Permanent/Overseas Address details' section

- 1 PoA to be submitted only if the submitted PoI does not have an address or address as per PoI is invalid or not in force.
- 2 State / U.T Code and Pin / Post Code will not be mandatory for Overseas addresses.
- 3 In case of Simplified Measures Accounts for verifying the address of the applicant, any one of the following documents can also be submitted.

Sr No.	Description	Abbreviation
01	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill).	UB
02	Property or Municipal Tax receipt.	PRT
03	Bank account or Post Office savings bank account statement.	BAS
04	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address.	PPOs
05	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies Similarly, leave and license agreements with such employers allotting official accommodation.	LOA
06	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India.	DIG

### D Clarification / Guidelines on filling 'Proof of Address [PoA] - Correspondence / Local Address details' section

- 1 To be filled only in case the PoA is not the local address or address where the customer is currently residing.
- 2 In case of multiple correspondence/local addresses, Please ask for 'Annexure A1' from your Relationship Manager and submit the same.

### E Clarification / Guidelines on filling 'Contact details' section

- 1 In case of mobile no. please mention country code and 10 digit mobile number (e.g. for Indian mobile no. mention 91-9999999999).
- 2 Do not add '0' in the beginning of Mobile number.
3. In case of landline number please mention STD Code & ISD Code

<b>INDEX-Individual Account Opening Form</b>		
	<b>Contents</b>	<b>Page Nos.</b>
<b>Mandatory</b>	<b>PART A :</b> Document captures the basic information about the constituent and an instruction/checklist. <b>PART B :</b> Document captures the additional information about the constituent relevant to Trading account. <b>PART C :</b> Document captures nomination details for Trading & Demat account.	1-6
	<b>Tariff sheet &amp; Schedule of Charges</b> Document detailing the rate/amount of brokerage and other charges levied on the client for trading on the commodity exchange(s).	7
	<b>Declaration of Open position</b> Declaration/Undertaking by client to not exceed the position limits prescribed by Commodity Exchanges and FMC/SEBI	8
<b>Voluntary</b>	<b>Voluntary Additional Terms &amp; Conditions</b> Additional terms & conditions for availing trading services with Kotak Commodity Services Private Limited	9-11
	<b>FATCA/CRS Declaration</b> Declaration by customer to comply with Foreign Account Tax Compliance Act (FATCA) and/or Common Reporting Standards (CRS) requirements	12-13
	<b>Voluntary subscription for trading and fundamental Research Report</b> Subscription to receive information/reports on Commodity Research of Member	14-15
<b>If Applicable</b>	Self Declaration	16
	Letter to be signed by all client of AP'	16
	ODIN Diet Requisition Form	17

### Kotak Commodity Services Private Limited

SEBI Registration No.: INZ 000044135

Member Code: 10440 of MCX (Regn. No.: MCX/TCM/CORP/0026)

Member Code: 00155 of NCDEX (Regn. No.: NCDEX/TCM/CORP/0479)

#### Regd. Office & Correspondence address:

1st floor, Nirlon House, Dr. Annie Besent Road, Opposite Sasmira, Near Passport Office, Worli, Mumbai - 400 030

Phone: 022 6652 8800, Fax: 022 2492 4696, Website: www.kotakcommodities.com

For any Grievance/Dispute please contact Kotak Commodity Services Pvt. Ltd. at

E-mail ID: service@kotakcommoties.com or Toll free No.: 1800 102 6776

Compliance Officer Name: Mr. Arnab Chakraborti

Phone No.: 022 6652 8800, e-mail: kcs.compliance@kotakcommodities.com

CEO/Director Name: Mr. Shripal Shah

Phone No.: 022 6652 8800, E-mail: kcs.ceo@kotakcommodities.com

#### In case not satisfied with the response, please contact the concerned exchange(s) at:

Exchange	MCX	NCDEX
Email ID	info@mcxindia.com	askus@ncdex.com
Phone No	022 6731 8888	022 6640 6666

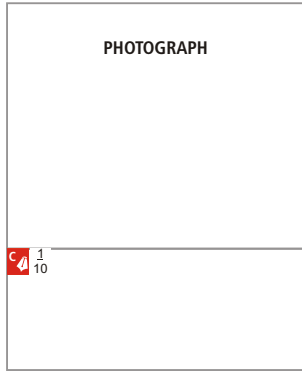
You can also lodge your grievances with SEBI at <http://scores.gov.in>. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.

**CENTRAL KYC REGISTRY | Know Your Customer (KYC) Application Form | Individual**

Please fill the form in English and in BLOCK Letters.

Please read section wise detailed guidelines / instructions mentioned at the beginning.

**1. PERSONAL DETAILS (Please refer instruction A)**

Name*(Same as IT website)	Prefix	First Name	Middle Name	Last Name
Maiden Name (if any*)	Prefix	First Name	Middle Name	Last Name
Father/Spouse Name*	Prefix	First Name	Middle Name	Last Name
Mother Name*	Prefix	First Name	Middle Name	Last Name
Nationality*				
Date of Birth*	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			
Gender*	<input type="checkbox"/> M-Male <input type="checkbox"/> F-Female <input type="checkbox"/> T- Transgender			
Marital Status*	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried <input type="checkbox"/> Others			
Residential Status*	<input type="checkbox"/> Resident Individual <input type="checkbox"/> Foreign National			
Occupation Type*	<input type="checkbox"/> S-Service    ( <input type="checkbox"/> Private Sector <input type="checkbox"/> Public Sector <input type="checkbox"/> Government Sector) <input type="checkbox"/> O-Others    ( <input type="checkbox"/> Professional <input type="checkbox"/> Self Employed <input type="checkbox"/> Retired <input type="checkbox"/> Housewife <input type="checkbox"/> Student) <input type="checkbox"/> B-Business <input type="checkbox"/> Agriculturist <input type="checkbox"/> Forex Dealer <input type="checkbox"/> Others _____ Please Specify			
				

**2. PROOF OF IDENTITY (PoI)\* (Please refer instruction B)**
(Certified copy of any one of the following Proof of Identity [POI] needs to be submitted)

<input type="checkbox"/> A-Passport No.	<input type="text"/>	Passport Expiry Date	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<input type="checkbox"/> B-Voter ID Card	<input type="text"/>		
<input type="checkbox"/> C- PAN Card	<input type="text"/>		
<input type="checkbox"/> D-Driving Licence	<input type="text"/>	Driving Licence Expiry Date	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<input type="checkbox"/> E- UID (Aadhaar)	<input type="text"/>		
<input type="checkbox"/> F-NREGA Job Card	<input type="text"/>		
<input type="checkbox"/> Z- Others (any document notified by the central government)	<input type="text"/>	Identification Number	<input type="text"/>
<input type="checkbox"/> S-Simplified Measures Account - Document Name _____		Identification Number	<input type="text"/>

**3. PROOF OF ADDRESS (PoA)\***
 3.1 CURRENT / PERMANENT / OVERSEAS ADDRESS DETAILS (Please see instruction C)

(Certified copy of any one of the following Proof of Address [PoA] needs to be submitted)

<b>Proof of Address*</b>	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID card (Aadhaar)	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card
	<input type="checkbox"/> Simplified Measures Accounts - Document Abbreviation _____ (Refer Checklist)	<input type="checkbox"/> Others _____ Please Specify		<input type="checkbox"/> Others _____ Please Specify	
<hr/> <hr/>					

Landmark (If any) \_\_\_\_\_ City/Town/Village\* \_\_\_\_\_

District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_ State/U.T\* \_\_\_\_\_ Country\* \_\_\_\_\_

 3.2 CORRESPONDENCE/LOCAL ADDRESS DETAILS \* (Please see instruction D)

 Same as Current/Permanent/Overseas Address details (In case of multiple correspondence/local addresses, please ask your RM to provide you 'Annexure A1')

<b>Proof of Address*</b>	<input type="checkbox"/> Passport	<input type="checkbox"/> Driving Licence	<input type="checkbox"/> UID card (Aadhaar)	<input type="checkbox"/> Voter Identity Card	<input type="checkbox"/> NREGA Job Card
	<input type="checkbox"/> Simplified Measures Accounts - Document Abbreviation _____ (Refer Checklist)	<input type="checkbox"/> Others _____ Please Specify		<input type="checkbox"/> Others _____ Please Specify	
<hr/> <hr/>					

Landmark (If any) \_\_\_\_\_ City/Town/Village\* \_\_\_\_\_

District\* \_\_\_\_\_ Pin Code\* \_\_\_\_\_ State/U.T\* \_\_\_\_\_ Country\* \_\_\_\_\_

#### 4. CONTACT DETAILS

(All communications will be sent on provided Mobile no. / Email-ID) (Please refer instruction E)

**MANDATORY**

Tel.(Res.)	9 1 S T D	-										Mobile	9 1	-								
Tel.(Off.)	9 1 S T D	-										Fax	9 1 S T D	-								
E-mail ID.																						

#### 5. APPLICANT DECLARATION

- I hereby declare that the details furnished above are true and correct to the best of my 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 aware that I 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.

**Client Signature**

Place \_\_\_\_\_

Date \_\_\_\_\_

#### Check list to be verified by acquiring sales staff

Certified Copies

Details	Documents verified with original	Client Interviewed by & In-Person Verification done by
Name of the Employee / AP		
Employee Code / AP Reg. No.		
Name & Address of Branch/Franchisee/Service Center		
Designation of the Employee		
Date		
Place of verification		
Signature		

**Name of Institution**

Kotak Commodity Services Pvt. Ltd.

**Code of Institution**

MCX-10440      NCDEX-00155

#### For office use only

**Application Type\***

New       Update

**KYC Number**

(To be filled by financial institution)

\_\_\_\_\_ (Mandatory for KYC update request)

**Account Type\***

Normal       Simplified (for low risk customers)

**UCC Code allotted to the Client:** \_\_\_\_\_

**Declaration from Employee / Authorised Person**

"I hereby declare that I have verified all the proofs with original (OSV). I am aware of Civil and Criminal liability that may devolve upon me (irrespective of whether I remain in employment or not) as per law and Company policies, in the event of false declaration to this effect."  
 I undertake that we have made the client aware of tariff sheet and all the mandatory/voluntary documents. I have also made the client aware of 'Rights and Obligations' document(s), RDD, Guidance Note and FAQ on Anti Money Laundering (AML). I have given/sent him a copy of all the KYC documents. I undertake that any change in the tariff sheet and all the mandatory/voluntary documents would be duly intimated to the clients. I also undertake that any change in the 'Rights and Obligations' and RDD would be made available on our [www.kotakcommodities.com](http://www.kotakcommodities.com) for the information of the clients.

**Employee/Authorised Person Name & Signature**

**Signature of the Authorised Signatory**

**Seal/Stamp of the Member**



**Past Actions****MANDATORY**

Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock Exchange/ Commodity Exchange/any other authority against the applicant/ constituent or authorized person in charge of dealing in securities during the last 3 years.  Yes  No

If yes, provide details: \_\_\_\_\_

**Dealings through Authorised Person and Members**

• If client is dealing through the Authorised Person, provide the following details:

Authorised Person's name \_\_\_\_\_ A.P Registration number \_\_\_\_\_

Registered Office Address \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Website \_\_\_\_\_

• Whether dealing with any other Member/Authorised Person (if case dealing with multiple Members/Authorised Persons, provide details of all)

Name of Member \_\_\_\_\_ Name of A.P, if any \_\_\_\_\_

Client Code \_\_\_\_\_ Exchange \_\_\_\_\_

Details of disputes/dues pending from/to such Member/Authorised Person  Yes  No

If yes, \_\_\_\_\_

**Additional Details**

• Whether you wish to receive Physical Contract Note or Electronic Contract Note (ECN)

Physical  Electronic

In case Electronic is ticked, please mention your email id

- 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 the trades carried out / ordered by me.
- I have access to a computer and am a regular internet user, having sufficient knowledge of handling the email operations.
- My email id is\* \_\_\_\_\_. 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 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.

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

\* (The email id must be written in Own handwriting of the client.)

• Preference for receiving Standard documents\*  Electronic  Physical (In case your preference is 'Physical' then please ensure that you receive the copy of Standard documents from sales person before account opening.)

\*Standard documents includes Rights & Obligations document, Risk Discloser document & Guidance Note.  
(Ref: SEBI Cir. No. : CIR/MIRSD/64/2016 dated July12, 2016)

• Whether you are Member / A.P of any Exchange:  Yes  No If yes, please provide SEBI/ A.P Regn. No. \_\_\_\_\_

• Whether you are an employee / authorised representative/clerk in the employment of another trading member?

Yes  No (If yes, attach the NOC of other trading member.)

**Other Details**

Gross Annual Income Details (please specify):

Income Range per annum  Below ₹ 1 lac  ₹ 1-5 lac  ₹ 5 -10 lac  ₹ 10 -25 lac  More than ₹25 lac

OR  
Net-worth in ₹ (Net worth should not be older than 1 year)

as on   /   /

Please tick, if applicable

Politically Exposed Person \*(PEP)  Related to a Politically Exposed Person \*(PEP)  
 None

Any other information \_\_\_\_\_

The Mobile No. mentioned on Part A belongs to  Self  Spouse  Dependant Children  Dependant Parent

Name of the relative \_\_\_\_\_ PAN

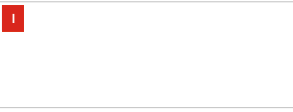
The Email ID mentioned on Part A belongs to  Self  Spouse  Dependant Children  Dependant Parent

Name of the relative \_\_\_\_\_ PAN

\*Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.



**Introducer Details****MANDATORY**

<input type="checkbox"/> Introducer <input type="checkbox"/> Self Introduced <input type="checkbox"/> Introduced by others (If introduced by others please fill up below details)		
Name of Introducer	Surname	Name Middle Name
Address of Introducer		
Status of Introducer	Employee/Authorised Person/Existing client/others, <u>                    </u> Please specify	Introducer's Signature 
Tel. No. of Introducer		

**Disclosure and noting of member's pro account trading**

I confirm that I have made note that Kotak Commodity Services Pvt. Ltd. trades in its OWN/PRO account in Multi Commodity Exchange of India Ltd. (MCX) and National Commodity & Derivatives Exchange Ltd. (NCDEX).

**Declaration**

1. I hereby declare that the details furnished above are true and correct to the best of my 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 aware that I may be held liable for it.
2. I confirm having received and read/been explained and understood the contents of the tariff sheet and all mandatory/voluntary documents.
3. I further confirm having received / read and understood the contents of the 'Rights and Obligations' document(s), 'Risk Disclosure Document', Guidance Note and FAQ on Anti Money Laundering (AML). I do hereby agree to be bound by such provisions as outlined in these documents. I have also been informed that the standard set of documents has been displayed for Information on Company's designated website [www.kotakcommodities.com](http://www.kotakcommodities.com).
4. The rules and regulations pertaining to an account which are in force now have been read by me and I have understood the same and I agree to abide by and to be bound by the rules as are in force from time to time for such accounts.

**Client Signature**





## Tariff Sheet

MANDATORY

 Offline  Online (Internet Trading and Mobile Trading)

Brokerage Slabs for Derivatives Segment				
Fixed Brokerage Plan (Offline & Online)				
	Future %		Minimum Per Lot Value	
	First Leg	Second Leg	First Leg	Second Leg
Daily Square up				
Settlement Square up				
Physical Delivery				
Other Charges	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
Service Tax*	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

## Variable Brokerage Plan (Online) - Brokerage Slabs

Plan Name	Plan Type	Code	Volume Slab (₹)	Daily Square off (Each leg)	Settlement (Each leg)
Gateway	Variable	GC	< 2Crs	0.07%	0.09%
			2.5-5Crs	0.045%	0.073%
			5.5-10Crs	0.036%	0.046%
Privilege Circle	Variable	KG	10-25Crs	0.027%	0.046%
			>25Crs	0.023%	0.032%

Note: Brokerage will be based on your account type at the start of the month. Based on the monthly volumes your effective slab will be calculated and brokerage difference will be either credited or debited.

Account Processing fees (Offline & Online)	Minimum Margin	₹ 30,000	₹ 2,00,000
	Processing Fee	₹ 750/-	Nil

## Charges for other services

Sr. No	Nature of charge	Online client Amount (₹)/Rate (%)	Offline client Amount (₹)/Rate(%)
1	Cheque Bounce Charges	₹ 500 + Bank Charges	₹ 500 + Bank Charges
2	Duplicate Contract Notes on Client Request for period of 1 Day	₹10 per Courier	Nil
3	Duplicate Contract Notes on Client Request for period of more than 1 Day	₹ 100 per month per Exchange per Request	₹ 100 per month per Exchange per Request
4	Penal Charges for non-payment of dues	20% p.a. on Debit Balance	20% p.a. on Debit Balance
5	Other charges debited in contract notes (Refer Note)	Future Segment - Maximum of 0.00598% of transaction value	Future Segment - Maximum of 0.00598% of transaction value
6	If applied for Research SMS	₹ 99 per month + Service Tax*	₹ 99 per month + Service Tax*

Note: Above are standard rates applicable. Kotak Commodity Services Private Limited reserves right to modify charges at any time. Further, some products have different charge structure. Please go to respective product link for charges applicable for the same. Other charges includes statutory levies i.e. stamp duty, transaction charges, SEBI charges, service tax\* on Transaction charges charged by the statutory authorities /Exchange(s). It excludes brokerage and service tax\* on brokerage. Any change in the statutory levies shall tantamount to increase in the rate of other charges; this shall be reflected in the contract notes for future trades. However, any increase in the other charges other than statutory levies will be done with advance notice of 15 days to the client. CTT (Commodity Transaction Tax) is charged at 0.01% on sell side of commodity futures (except for commodities which are exempt from CTT as notified from time to time by Government of India). \* Service tax is inclusive of Swachh Bharat Cess and Krishi Kalyan Cess as applicable

## Commodity Research SMS/Email subscription

 SMS  E-mail  Fundamental Report  Technical Report

**MCX**  Bullion  Energy  Base Metals **NCDEX**  Pulses  Grains  Sugar  Ed Oils  Spices

**Others\*** \_\_\_\_\_ \*Research may give calls on Commodities such as Mentha, Guar Gum/Seed, currency etc which will be covered under the "Others" category. Current Fee structure is ₹ 99 per month + ST\*\* in case gross brokerage generated in 3 months is less than ₹ 2500.

Note:

- I hereby accept & agree that these service(s) subscribed by me through SMS on my account with Kotak Commodity Services Pvt. Ltd. (KCSPL) are being enabled against a charge. (E-mail Services are not chargeable) These services will be auto renewed by KCSPL at the expiry of tenure of the original subscription. I hereby indemnify KCSPL, its subsidiaries and its affiliates against any future action at either MCX, NCDEX or any Investor Grievance panels or the SEBI or its Investor Grievance panels in regards to any complaints that I may have against charge(s) that may be levied on my account with KCSPL with respect to these subscription services. I also urge KCSPL to treat this confirmation from my end as a positive affirmation of my willingness to continue with auto renewal of my subscription(s) for this service.
- I understand that subscription charges will be levied as per the terms mentioned above and that this service shall be auto-renewed until it is unsubscribed. I also understand that this service can be unsubscribed anytime by calling on 1800 102 6776 (Toll Free). I further understand that I can discontinue at any point of time before auto-renewal without charges.
- I understand that these services shall be deactivated automatically and without any prior intimation upon the deactivation / suspension / closure of my commodity trading account.

Client Signature



Ver.12/1617/190916

## Declaration of Open position

Date   /   /

### Sub: My request for trading in commodity forward contracts/commodity derivatives on NCDEX and MCX as your client

I the undersigned, have taken cognizance of circular no. NCDEX/TRADING-1142006/247 dated September 28, 2006 issued by the National Commodity & Derivatives Exchange Limited (NCDEX) on the guidelines for calculation of net open positions permitted in any commodity and I hereby undertake to comply with the same.

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

I 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 NCDEX/MCX through you or through any other member(s) of NCDEX , to enable you to restrict our position limit as prescribed by the above referred circular of NCDEX as modified from time to time

I confirm that you have agreed to enter orders in commodity forward contracts/commodity derivatives for me/us as your clients on NCDEX only on the basis of our above assurances and undertaking. On the same line I undertake to comply with open interest position for transactions on MCX.

In this connection I hereby submit the details of the entities with which I am related.

Sr. No.	Name	Client Code	Related As

Yours faithfully,

Client Signature


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**VOLUNTARY TERMS & CONDITIONS****VOLUNTARY**

I/We, \_\_\_\_\_ (hereinafter referred to as "the Client") am availing/going to avail your commodity trading services. In pursuance thereof, I/we, hereby voluntarily and unconditionally state and declare that I have read and understood the terms and conditions mentioned hereinafter governing commodities trading and broking services of Member i.e. Kotak Commodity Services Pvt. Ltd.:

1. The Client agrees to keep the Member updated of his financial status by providing net-worth certificate/ copy of IT returns / Balance Sheet and other financial statements/Demat statement, at regular intervals as may be required by Member from time to time and in any event at the end of each financial year failing which the Member has the right to take such action as it deems fit including termination of the service.
2. The Client understands that the Member carries out fundamental and trading research/notes/trading calls/technical calls, particularly on industry, commodity market and economy from time to time (collectively hereinafter referred to as "material"). The Client is aware that said material is only for personal information of the Client and that the same shall not be reproduced or redistributed to any other person in any manner. Further, the Client understands and confirms that said material is not an offer or the solicitation of an offer to buy any commodity and by sending this material on request, the Member or any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary, consequential, as also any loss of profit in any way arising from the use of this material in any manner. The Client is aware that the investments discussed in the said material are general recommendations and may not be suitable for all investors. The Client shall, therefore, before dealing and/or transacting in any of the products referred to in the said material, make his/her/its own investigation, seek appropriate professional advice. The Client shall be fully responsible/ liable for all decisions on investments /disinvestments taken by him/her/it on the basis of the said material.  
The Client understands, confirms and agrees that the Member may discontinue providing such material and that Member shall have no responsibility to update any information provided to the Client nor does the Member represents that the information provided in the said material is complete. Further by providing such material, the Member is not acting as a portfolio or financial advisor nor does the Member assumes any fiduciary duties.
3. The Client confirms that if any transaction(s) through the Member has/have been executed on behalf of the Client by any other person, not intimated to the Member and the same has/have been accepted by the Client from time to time on the basis of the contract note(s)/bills/any other correspondence dispatched/ communicated to the Client by the Member and/or by part or full settlement of the said transaction(s) by the Client, then such transaction(s) shall be deemed to be executed by the person authorised by the Client and the Client hereby agrees to ratify and accept all such or other actions of such persons and undertakes to meet all obligations arising from such transaction(s).
4. The Client agrees and confirms that the Member may appoint agents for carrying out the acts mentioned in or in relation to rendering its services. The Client consents to sharing of his/its account related information to the authorised agents appointed by the Member or its affiliates and its group companies.
5. The Client is aware that the Member has an option to tape-recorded the conversations between the Client and/or his/her Representative and the Member, either personally or over the telephone, and hereby specifically permits the Member to do so. Such recordings may be relied upon by the Member as and when required to resolve disputes in connection with the trading transactions.
6. The Client agrees that KCSPL reserves the right to debit the Client's ledger for any penal charges that may be charged by the Exchanges on the Member on the Client level for any default/violation of Exchange rule/regulations/bye laws / circular/guidelines/requirements occurred due to omission or commission of any act on the part of the Client. This may include penalty for short delivery of commodities, violation of the client level position-limits, shortfall in margin payment, client code modification, the Member shall have the right to recover such charges like any other trade dues payable by the client and recover the same by selling the Client's securities.
7. The Client authorizes the Member to debit/maintain the credit as authorized by the exchange at all point of time.
8. The Client confirms and agrees that any amounts which are overdue from the Client towards trading trading in commodity derivative segments or on account of any other reason to the Member, will be charged Interest on delayed payment at the rate of 2% per month or such other rate as may be determined by the Member. The Client hereby authorises the Member to directly debit the same to the account of the Client at the end of each month. The Client consents to sharing Information relating to his trading account with the Banks /Financial Institutions from which the Member has borrowed funds to meet the pay-in obligations of the Client, in case of delayed payment.
9. The Client agrees and authorizes the Member to transfer the credit lying in any exchange of the Client's ledger to another ledger of the said client maintained by the Member for different exchanges as per requirement of funds. Further, the Member may consider the credit lying in ledger of any exchange of the Client as margin towards any position/exposure taken by the Client in other exchange.
10. The Client confirms, agrees and authorizes the Member to send the contract note/trade confirmations of the trades executed, bills, margin statements, and account statements or such other data relating to his trading account with the Member to send all bills and/or transactions statements, communication and information through electronic mail to his/her/its e-mail address as may be intimated by the Client to the Member. The Client agrees that the Member fulfils its legal obligation to deliver to the Client any such document if sent via electronic delivery. The Client agrees that the log report generated by the system at the time of sending of the contract notes or other documents shall be treated as the acknowledgment and confirmation of receipt of contract notes and such other documents by the Client. The client understands that it is his/her/its responsibility to review, upon first receipt, whether delivered to the client by mail, by e-mail (including any auto replies from the system of the Member), or other electronic means, all confirmations, statements, notices, bills and other communications. The client shall bring any dispute arising from such documents/statements to the notice of the Member within 7 working days from the date of receipt of such document/ statement, as the case may be. The Member may on request by the Client, send hard copies of the contract notes or such other documents. Further non-receipt of bounced mail notification by the Member shall amount to delivery of all

- communication at the e-mail ID of the Client. I undertake to inform the member in case there is a change in my/our e-mail ID registered with the member, by filling up the necessary forms as required by the member and further confirm and declare that member shall not be held liable for any non-receipt of Electronic Communication due to change in e-mail address at my/our end without intimating the member as above. I further understand and agree that Member shall not take cognizance of Out of Office/Out of Station replies and I shall be deemed to have received all such mails.
11. The Client agrees and confirms that though orders are generally routed to the market place immediately after the time the order is placed by the Client on the system there may be a delay in the execution of the order due to any link/system failure at the Client/Member/Exchange's end. The Client hereby specifically indemnifies and holds the Member harmless from any and all claims, and agrees that the Member shall not be liable for any loss, loss of profit, actual or perceived, caused directly or indirectly by government restriction, exchange or market regulation, suspension of trading, war, strike, equipment failure, communication line failure, system failure, security failure on the Internet, shut down of systems for any reason (including on account of computer viruses), unauthorised access, theft or otherwise or any problem, technological or otherwise, that might prevent the Client from contacting.
  12. Client understands, agrees and confirms that Client has to deposit/place margin with KCSPL in eligible forms such as Funds/Shares/Warehouse receipts/Fixed Deposit/Bank Guarantee etc. in order to take trading exposure on Commodity Exchange platform. Based on the strength of the said margins, KCSPL in turn places the margin with the commodity Exchanges i.e. NCDEX and MCX in the same or other forms as acceptable to the commodity Exchanges. Further, credit balance in the ledger including unrealised/realised marked to market profit which is not withdrawn by client is also treated as margin placed by client with KCSPL. Said margin placed by client with KCSPL is subject to the status of the margin placed by KCSPL with the commodities exchanges at any point of time and client will be entitled to receive the margin placed with KCSPL only when commodity exchanges releases to KCSPL the margin deposited by it. In case the exchanges for any reason enforces the margin against KCSPL, then KCSPL has the right to appropriate the margin placed by client with KCSPL which may require sale of shares, commodities, warehouse receipts, invocation of Bank guarantees/lien on fixed deposits by KCSPL. Client will receive pay out of commodities and funds from KCSPL in respect of a transaction only upon KCSPL receiving pay out of commodities and funds in respect of the said transaction from the respective Exchanges and not otherwise.  
The role of KCSPL is only that of an intermediary/agent and the margin placed by KCSPL with the exchanges is on client's behalf and the entire risk and consequences arising from the same have to be borne by the client.  
Further Client should also note that at the time of taking delivery of the commodities from the exchanges, KCSPL will not be liable or responsible for any deterioration in quality and difference in quantity in respect of the said commodities."
  13. The Client further confirms and agrees that Client will not be compensated by the Member for any "lost opportunity" viz. notional profits on buy/ sell orders which could not be executed due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of the Member or of the Exchanges is operating, any shutting down by the Member of his/her/its system for any reason or the Member disabling the Client from trading on its system for any reason whatsoever.
  14. The Client agrees and accepts that in case he/she/ it wishes to avail trading facility in any Exchange/ Segment, in addition to the trading preferences selected by him/her/it, the Client shall subscribe the same by either signing requisite arrangement/letter or by way of logging- in on website of the Member in a secured manner.
  15. The Member does not guarantee, and shall not be deemed to have guaranteed, the timeliness, sequence, accuracy, completeness, reliability or content of market information, or message disseminated to the Client or the execution of the orders placed by the Client. The Member shall not be liable for any inaccuracy, error or delay in, or omissions of, 1) any such data, information or messages, or 2) the transmission or delivery of any such data, information or messages, due either to any act or omission by the Member or to any "Force Majeure" event (e.g. flood, extraordinary weather condition, earthquake or other any act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communication, power failure, shut down of the systems for any reason (including on account of computer viruses), equipment or software malfunction); or otherwise or any cause within beyond the reasonable control of the Member 3) cancellation or non execution of the order placed by the Client with the Member.
  16. The Client understands that the Member has relationship with one or more banks (the "Relationship Banks"). The website of the Member has a payment window through a link to the website of the Relationship Bank, which provides the facility. In such a case, the Client would make the payment for commodities purchased by him/her/it by crediting the purchase amount (along with the indicated brokerage amount) directly to the account of the Member with the Relationship Bank by means of a fund transfer. Similarly in the case where the Client makes an order for sale of commodities the Member would credit the account of the Client with the Relationship Bank by means of a fund transfer on the pay-out date of the relevant exchange on which the sale transaction is carried out. The Member expressly states that the payment gateway mechanism is a service offered by the Banks with whom the Member has established relations for facilitating the transfer of funds between the Client's account and the Member's account. The Member expressly excludes liability for consequential loss or damage or loss of profit, business, revenue, goodwill or anticipated savings which may arise in respect of (i) the payment gateway services offered by such Banks and (ii) the Payment Mechanism;
  17. The Client hereby acknowledges that it/he/she is availing the Payment Instruction Service at it/his/her risk. These risks would include but not be limited to the following risks:
    - (a) **Misuse of Password:**  
The Client acknowledges that if any third person obtains access to their password of the Client, such third person would be able to provide Payment Instructions to the Member. They shall ensure that the terms and conditions applicable to the use of the password as contained in the Electronic Payment Gateway for Net Banking Terms and Conditions are complied with at all times.
    - (b) **Internet Frauds:**  
The Internet per se is susceptible to a number of frauds, misuse, hacking and other actions, which could affect Payment Instructions to the Member. Whilst the Member shall aim to provide security to prevent the same, there

- cannot be any guarantee from such Internet frauds, hacking and other actions, which could affect Instructions to the Member. The Client shall separately evolve/evaluate all risks arising out of the same.
- (c) **Mistakes and Errors:**  
The filling in of applicable data for transfer would require proper, accurate and complete details. For instance, the Client is aware that they would be required to fill in the account number of the Member to whom the funds are to be transferred. In the event of any inaccuracy in this regard, the funds could be transferred to incorrect accounts and there is no guarantee of recovery thereafter. The Client shall therefore take all care to ensure that there are no mistakes and errors and that the information given by the Client to the Member in this regard is error free, accurate, proper and complete at all points of time. On the other hand in the event of account receiving an incorrect credit by reason of a mistake committed by some other person, the Member or the bank shall be entitled to reverse the incorrect credit at any time whatsoever without the consent of the Client. The Client shall be liable and responsible to the Member and accede to accept the Member's instructions for any unfair or unjust gain obtained by the client as a result of the same.
18. The Member may suspend or terminate Electronic Payment Gateway for Net banking facilities without prior notice.
  19. For the purposes of these Terms, it is presumed that the Client has all the necessary and compatible infrastructure ready at its end for the purpose of accessing the website of the Member or availing Wireless technology/Internet/ smart order services provided of the Member (prior to accessing the services provided pursuant to these Terms). The Member will not (and shall not be under any obligation to) assist the Client in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to the website of the Member.
  20. The Client acknowledges that the software and hardware underlying the Member's Wireless technology/Internet/ smart order relatesoftware which are required for accessing the aforesaid services of the Member are the legal property of the respective Vendors/Member. The permission given by the Member to access its website will not convey any proprietary or ownership rights in the above software / hardware. The Client agrees not to attempt to modify, translate, disassemble, decompile or reverse engineer the software/hardware underlying the Member's website or create any derivative product based on the software /hardware.
  21. The Client agrees and confirms that Member owns (or has a licence for) all copyrights, database rights and all similar rights for this website and all trademarks and other materials used on this website. The information may not be reproduced, distributed, transmitted to any person or incorporated into any other document without Member's prior written consent. The Client agrees that each participating Exchange or association or agency asserts a proprietary interest in all of the market data it furnishes to parties that disseminate the said data. The Client shall use real-time quotes received on the website of the Member only for the Client's individual use and shall not furnish such data to any other person or entity. The Client is authorized to use materials which are made available by the Member's website for the Client's own needs only, and the Client is not authorized to resell access to any such materials or to make copies of any such materials for sale or use to and by others. The Client shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the Member's website.
  22. The Client acknowledge that Member has the right to suspend operation of the website and online systems at any time (including in the opinion of the Member, some threat is poses to any system or part of any system). The Client also acknowledges that Member will be able to suspend the operation of website and online systems at regular intervals for periodic maintenance and administration tasks. If online system is unavailable through a technical fault Client can avail Call-And-Trade facility during normal trading hours.
  23. The Client understands and accepts that the Member has the absolute discretion to amend or supplement any of Wireless technology/Internet/smart order usage terms at any time and will give prior notice of 15 days for such changes. Changed Terms and Conditions shall be communicated to the Client on the Member's website and by other acceptable modes of communication. By using the services, the Client shall be deemed to have accepted the changed terms of usage of trading through Wireless Technology / Internet / Smart Order Routing as the case may be.
  24. The Client may terminate the agreement at any time by giving a prior notice of 30 days to Member. Provided however that all the obligations of the Client prior to the Termination shall continue to subsist.
  25. The Client confirms and agrees that in case anyone or more of the terms and conditions confirmed by the Client becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereto.
  26. The Client agrees and confirms that except for the claims/ disputes which are subject to the Rules and Regulations of the respective exchanges on which the trades have been executed, any and all claims and disputes arising out of or in connection with this Arrangement or its performance shall be settled by arbitration by a single arbitrator to be appointed by the Member. The parties agree that the arbitration shall be held at Mumbai and the courts at Mumbai shall have exclusive jurisdiction in relation to these present and issue ancillary to these present. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

**Client Signature**


**FATCA / CRS Declaration for Individual Accounts****VOLUNTARY**

Note - The information in this section is being collected because of enhancements to Kotak Commodity Services Pvt. Ltd.'s new account on-boarding procedures in order to fully comply with Foreign Account Tax Compliance Act (FATCA) requirements and the Common Reporting Standards (CRS) requirements pursuant to amendments made to Income-tax Act, 1961 read with Income-tax Rules, 1962.

For more information refer: <http://bit.ly/29F0475> & <http://bit.ly/1pXp8Bg>

(We are unable to provide advice about your tax residency. If you have any questions about your tax residency, please contact your tax advisor)

**Section I (All fields are mandatory) (Please fill in BLOCK LETTERS)**

1	Trading code: Client ID (To be provided only if demat account is with KCSPL)		
2	Name of Account Holder		
3	Address for Tax Residence (include City, State, Country and Pin code)		
4	Address Type (Tick whichever applicable)	<input type="checkbox"/> Residential <input type="checkbox"/> Residential/ Business	<input type="checkbox"/> Business <input type="checkbox"/> Unspecified <input type="checkbox"/> Registered Office
5	Do you satisfy any of the criteria mentioned below?	Yes	No
	a. Citizen of any country other than India (dual/multiple) [including Green card]	<input type="checkbox"/>	<input type="checkbox"/>
	b. Country of birth is any country other than India	<input type="checkbox"/>	<input type="checkbox"/>
	c. Tax resident of ANY country / ies other than India	<input type="checkbox"/>	<input type="checkbox"/>
	d. POA of a mandate holder who has an address outside India	<input type="checkbox"/>	<input type="checkbox"/>
	e. Address or telephone number outside India	<input type="checkbox"/>	<input type="checkbox"/>

If your answer to any of the above questions is a 'YES', please fill Section II of the form, else go to declaration & acknowledgment

**Section II (All fields are mandatory)**

Father's name \_\_\_\_\_ (If PAN not available, then mandatory)

Country of Birth \_\_\_\_\_ Place within the country of birth \_\_\_\_\_

(If USA, however nationality and/or country of tax residency is not USA, Please provide documentary evidence as mentioned in instruction 1)

Source of Wealth \_\_\_\_\_ Nationality \_\_\_\_\_

Please list below the details, confirming ALL countries of tax residency/ permanent residency/ citizenship and ALL Tax Identification Numbers

Country of Tax residency	Tax identification no <sup>s</sup>	Tax identification document (TIN or functional equivalent)

<sup>s</sup>It is mandatory to supply a TIN or functional equivalent (in case TIN not available) if the country in which you are tax resident issues such identifiers. If no TIN /functional equivalent is yet available or has not yet been issued, please provide an explanation below.

**Declaration & Acknowledgment**

I being the beneficial owner of the account opened / to be opened with Kotak Commodity Services Pvt. Ltd. (KCSPL) and the income credited therein, declare that the above information and information in the submitted documents to be true, correct and updated, and the submitted documents are genuine and duly executed. I acknowledge that towards compliance with tax information sharing laws, such as FATCA/CRS, the KCSPL may be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from the account holder. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if the KCSPL does not receive a valid self-certification from me) KCSPL may be obliged to share information on my account with relevant tax authorities. Should there be any change in any information provided by me I ensure that I will advise KCSPL promptly, i.e., within 30 days. Towards compliance with such laws, the KCSPL may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, the KCSPL may also be constrained to withhold and pay out any sums from my account or close or suspend my account(s).

**Client Signature**


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Ver.12/1617/190916



## Instructions to the Form

## VOLUNTARY

In case customer has the following Indicia pertaining to a foreign country and yet declares self to be non-tax resident in the respective country, customer to provide relevant Curing Documents as mentioned below:

FATCA/ CRS Indicia observed (ticked)	Documentation required for Cure of FATCA/ CRS indicia
U.S. place of birth	<ol style="list-style-type: none"> <li>1 Self-certification that the account holder is neither a citizen of United States of America nor a resident for tax purposes;</li> <li>2. Non-US passport or any non-US government issued document evidencing nationality or citizenship (refer list below);AND</li> <li>3. Any one of the following documents: <ul style="list-style-type: none"> <li>• Certified Copy of Certificate of Loss of Nationality or</li> <li>• Reasonable explanation of why the customer does not have such a certificate despite renouncing US citizenship; or</li> <li>• Reason the customer did not obtain U.S. citizenship at birth</li> </ul> </li> </ol>
Residence/ mailing address in a country other than India or Telephone number in a country other than India	<ol style="list-style-type: none"> <li>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
Standing instructions to transfer funds to an account maintained in a country other than India (other than depository accounts)	<ol style="list-style-type: none"> <li>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident of any country other than India; and</li> <li>2. Documentary evidence (refer list below)</li> </ol>
POA granted to a person with an address in a country outside India	<ol style="list-style-type: none"> <li>1. Self-certification that the account holder is neither a citizen of United States of America nor a tax resident for tax purposes of any country other than India; OR</li> <li>2. Documentary evidence (refer list below)</li> </ol>

A. List of acceptable documentary evidence needed to establish the residence(s) for tax purposes:

1. Certificate of residence issued by an authorized government body\*
  2. Valid identification issued by an authorized government body\* (e.g. Passport, National Identity card, etc.)
- \* Government or agency thereof or a municipality of the country or territory in which the payee claims to be a resident.

B. Clarification / Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India

- 1 Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include, a social security/insurance number, citizen/personal identification/services code/number, and resident registration number)

## Office Use Section:

	Signature Verified
Name of the Employee	
Employee Code	
Designation of Employee	
Place	
Date	



**Caution:** Trading in the commodity or commodity derivatives market using technical charts or short term indicators (trading calls) is a high risk area and requires skill, experience and knowledge of the commodity markets. Certain transactions including those involving futures, options and other derivatives involve substantial risk and are not suitable for all investors. STOP LOSS ORDERS help limit loss but even placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit your losses to the intended amounts, and it is important that only a small portion of your corpus is allocated to such trading. Leverage can lead to large losses as well as gains. You may sustain a total loss of the initial margin funds and any additional funds and you may incur losses beyond your initial investment.

#### TERMS AND CONDITIONS

Kotak Commodity Services Private Limited (KCSPL) will, at its discretion, provide its trading call, technical and derivatives reports as also market news (together “TTD reports”) to its clients, prospects or otherwise (collectively, “recipients”), either in the form of a written market commentary or research report sent in e-mail, fax form, SMS or through postal or courier service. A brief extract of the TTD reports may also be sent, on enrolment, in SMS, e-mail or fax form.

#### To avail of TR reports, recipients are required to understand and confirm/accept the following:

1. Recipients to read and understand the important disclosures and disclaimers forming part of each TTD report
2. Recipient to read Risk Disclosure document provided by their brokers before making any investment.
3. TTD reports are for the general information of recipients. They do not constitute a personal recommendation and therefore do not take into account the particular investment objectives, financial situations, or needs of any specific recipients.
4. No information published in TTD Reports constitute a solicitation or offer to buy or sell any commodity(ies), to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in TTD reports can be substantial. Recipients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
5. The information published and opinions expressed are provided by KCSPL for personal use and for informational purposes only and are subject to change without notice. KCSPL makes no representation (either express or implied) that the information and opinions expressed in TTD Reports will be accurate, complete or up to date. Recipients should obtain advice from a qualified expert before making any stated price of any commodities mentioned in TTD Reports will be as of the date indicated and is not a trading decision. The representation that any transaction can be effected at this price. Neither KCSPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in TTD Reports.
6. KCSPL will exercise due diligence in checking the correctness and authenticity of the information contained in TTD Reports but KCSPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in TTD Reports or any action taken on basis of TTD Reports. Price and value of the commodities forming part of TTD Reports may go up or down. Past performance is not a guide for future performance.
7. Recipient agrees that trading in commodity or commodity derivatives market segment using technical charts or short term indicators (trading calls) is a high risk area and requires skill, experience and knowledge of the commodity markets. Recipient agrees that certain transactions including those involving futures, options and other derivatives involve substantial risk and recipient is aware that the transactions of these nature are not suitable for all investors. Recipient is aware that STOP LOSS ORDERS help limit loss but even placing contingent orders, such as “stop-loss” or “stop-limit” orders, will not necessarily limit Recipients losses to the intended amounts. Leverage can lead to large losses as well as gains. Recipient agrees that it may sustain a total loss of initial margin funds and any additional funds. Recipient may also incur losses beyond its initial investment.
8. KCSPL may use brand names for all or any of TTD reports. Such names would represent the brand and not the nature or feature of TTD reports.
9. TTD reports will include commentary on derivatives trading, technical analysis and limited review of commodities and may not be based on comprehensive or fundamental of the commodities.
10. KCSPL also issues Fundamental Research reports and views and opinions expressed in TTD Reports may or may not match with views, estimates, target price as may be given in Fundamental Reports.
11. The contents of the TTD Reports cannot be copied, reproduced, republished, uploaded, posted, transmitted or distributed for any nonpersonal use without obtaining prior permission from KCSPL.
12. The proprietary trading and investment businesses of the KCSPL may make investment decisions that are inconsistent with the views expressed in the TTD reports.
13. KCSPL and its affiliates, officers, directors, and employees world wide may: (a) from time to time, have long or short positions in, and buy or sell the commodity (ies) mentioned in the TTD Reports or (b) be engaged in any other transaction involving such commodities and earn brokerage or other compensation or act as a market maker in the commodity (ies) mentioned in TTD Reports or have other potential conflict of interest with respect to any view and related information and opinions mentioned in TTD Reports.
14. KCSPL reserves the option to provide all or any of the TTD reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
15. Recipients who enroll for SMS/ e-mail/ fax delivery of brief extract of TTD reports are required to read the full reports.
16. KCSPL does not guarantee completeness, error, delay, interruption or timeliness or delivery in whole or in part of any of the TTD reports or their extracts. The same is provided on an “as-is” and “as-available” basis.

**Caution:** Trading in the commodity or commodity derivatives market using technical charts or short term indicators (trading calls) is a high risk area and requires skill, experience and knowledge of the commodity markets. Certain transactions including those involving futures, options and other derivatives involve substantial risk and are not suitable for all investors. STOP LOSS ORDERS help limit loss but even placing contingent orders, such as “stop-loss” or “stoplimit” orders, will not necessarily limit your losses to the intended amounts, and it is important that only a small portion of your corpus is allocated to such trading. Leverage can lead to large losses as well as gains. You may sustain a total loss of the initial margin funds and any additional funds and you may incur losses beyond your initial investment.

## Fundamental Research

### TERMS AND CONDITIONS

Kotak Commodity Services Private Limited (KCSPL) will, at its discretion, provide its commodity research reports/news, results and even updates/sector reports/monthly commentary/regular compendium, / Research Notes/Reports (together “Reports”) to its clients, prospects or otherwise (collectively “Recipients”) either in the form of a written commentary or research report sent in email, fax form or SMS or through postal or courier service. A brief extract of the reports may also be sent, on enrolment, in SMS, e-mail or fax form.

#### To avail of reports, Recipients are required to understand and confirm/accept the following:

1. To read and understand the important disclosures and disclaimers forming part of each report.
2. Recipient to read Risk Disclosure document provided by their brokers before making any investment.
3. The reports are for the general information of Recipients. They do not constitute a personal recommendation and therefore do not take into account the particular investment objectives, financial situations, or needs of any specific Recipients.
4. No information published in Reports constitute a solicitation or offer, to buy or sell any commodity, to effect any transactions, or to conclude any legal act of any kind whatsoever and the risk of loss on the basis of information published in reports can be substantial. Recipients should, therefore, carefully consider whether such trading is suitable for them in light of their circumstances and financial resources.
5. The information published and opinions expressed are provided by KCSPL for personal use and for informational purposes only and are subject to change without notice. KCSPL makes no representation (either express or implied) that the information and opinions expressed in reports will be accurate, complete or up to date. Recipients should obtain advice from a qualified expert before making any trading decision. The stated price of any commodities mentioned in reports will be as of the date indicated and is not a representation that any transaction can be effected at this price. Neither KCSPL nor other persons shall be liable for any direct, indirect, special, incidental, consequential, punitive or exemplary damages, including lost profits arising in any way from the information contained in the reports.
6. KCSPL will exercise due diligence in checking the correctness and authenticity of the information contained in reports but KCSPL or any of its affiliates or directors or officers or employees shall not be in any way responsible for any loss or damage that may arise to any person from any inadvertent error in the information contained in reports or any action taken on basis of reports. Price and value of the commodities forming part of reports may go up or down. Past performance is not a guide for future performance.
7. KCSPL may use brand names for its reports. Such names would represent the brand and not the nature or feature of the reports.
8. KCSPL also issues Technical Research reports and views and opinions expressed in Reports may or may not match with views, estimates, target price as may be given in Technical Reports.
9. The contents of the reports cannot be copied, reproduced, republished, uploaded, posted, transmitted or distributed for any nonpersonal use without obtaining prior permission from KCSPL.
10. The proprietary trading and investment businesses of the KCSPL may make investment decisions that are inconsistent with the views expressed in the reports.
11. KCSPL and its affiliates, officers, directors, and employees world wide may: (a) from time to time, have long or short positions in, and buy or sell the commodity (ies) mentioned in the reports or (b) be engaged in any other transaction involving such commodities and earn brokerage or other compensation or act as a market maker in the commodity (ies) mentioned in Reports or have other potential conflict of interest with respect to any view and related information and opinions mentioned in Reports.
12. KCSPL reserves the option to provide all or any of the reports and the right to suspend or vary the whole or any part of the same for any reason, at any time at its sole discretion.
13. Recipients who enroll for SMS/ e-mail/ fax delivery of brief extract of the reports are required to read the full reports.
14. KCSPL does not guarantee completeness, error, delay, interruption or timeliness or delivery in whole or in part of any of the reports or their extracts. The same is provided on an “as-is” and “as-available” basis.
15. With regard to receipt of reports by the recipient, the Recipient agrees to check with their respective service providers/operators for charges, if any, which the Recipient may have to incur on account of receiving the report sent by KCSPL through a particular medium.
16. Recipient confirms that there is no restriction/prohibition in its country of residence on receipt of report by it from KCSPL.



Ver:12/16/17/190916

### CLIENT ACCEPTANCE

I hereby acknowledge that KCSPL may at my provide me with Reports or its brief extract. I have made the request after understanding and accepting the terms, conditions and risks set forth above.

**Client Name:**

**Place:**

**Date:**

**Client Signature**


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**Self Declaration**

(Undertaking for name mismatch with Income tax/ Other Statutory Records)

**VOLUNTARY**Date  /  / To,  
Kotak Commodity Services Private Limited.I Mr./Mrs./Ms. \_\_\_\_\_ do hereby confirm,  
declare and undertake that my name has been misspelt in following document pertains to me.

Name as it appears on the Income Tax website is \_\_\_\_\_

Name as it appears on Address proof is \_\_\_\_\_

Name as it appears on PAN Card is \_\_\_\_\_

Name as it appears on Bank Proof is \_\_\_\_\_

I hereby agree and confirm that what is stated above is true and correct information. I hereby agree to indemnify and keep Kotak Commodity Services Private Limited. indemnified at all times from and against all costs, charges, damages, penalties (including reasonable attorneys fees) suffered and/or incurred by Kotak Commodity Services Private Limited for any act done or omitted to be done based on the above declaration.

**Client Signature**

**Letter to be Signed by all Clients of the Authorised Person****VOLUNTARY**Date  /  / To  
Kotak Commodity Services Private Limited.**Sub: Registration as Client with Kotak Commodity Services Private Limited. through** \_\_\_\_\_  
**(name of the Authorised Person)**

Dear Sir / Madam,

This is with reference to the arrangement/understanding for registering as client with Kotak Commodity Services Private Limited. through \_\_\_\_\_ (name of the Authorised Person). In connection with the availing of the services of Kotak Commodity Services Private Limited through \_\_\_\_\_ (name of the Authorised Person), I hereby state as follows:

1. I am aware that I am registered as a client of Kotak Commodity Services Private Limited.
2. All payments of commodities purchased by me shall be made only through cheque/demand draft drawn in favour of '**Kotak Commodity Services Private Limited**'.
3. No payment shall be made in cash.
4. Kotak Commodity Services Private Limited. shall not be responsible for any of my personal dealings with \_\_\_\_\_ (name of the Authorised person or its Employees)
5. I acknowledge and accept that the liability of KCSPL for the acts and omissions of the Authorized person arises only in respect of dealings / transactions executed through KCSPL in the normal course of business and the KCSPL is not liable for such dealings / transactions which arises Out of a private arrangement between me and the authorized person to which KCSPL is not privy.
6. I also agree and accept that for any errors and omissions committed by the Authorized person with regard to dealings / transactions arising out of private arrangement between me and the Authorized Person to which KCSPL is not privy, I will hold only the Authorized person liable and not KCSPL.
7. Any grievances with regard to the transactions shall be directed to the "Complaints and Grievances Cell" of Kotak Commodity Services Private Limited. at the aforementioned address.

In acceptance of all the above clauses and the clauses in the arrangement/understanding executed by me, I request you o register me as client.

Thanking you  
Your's faithfully

Accepted

**Authorised Person Signature and Stamp)**

**Client Signature**



Ver:12/1617/190916

Date   /   /

To,  
Kotak Commodity Services Private Limited.

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

Dear Sir,

I \_\_\_\_\_, hold above referred trading account with your company. I wish to activate ODIN-Diet with following details.

Telephone No : \_\_\_\_\_

Mobile No : \_\_\_\_\_

Email id : \_\_\_\_\_

License Requested:  MCX  NCDEX

Client Cost : \_\_\_\_\_

If Recovery is to be distributed over a period of time,

I hereby declare that the details furnished above are true and correct to the best of my 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 further agree that above ODIN Diet facility will be governed by the Internet Trading Terms and Conditions accepted by me.

**Client Signature**

 \_\_\_\_\_

**For Office Use:**

Division: Retail / PCS

Branch location code : \_\_\_\_\_

Initiator Name & Sign : \_\_\_\_\_

Email id : \_\_\_\_\_



**FOR INTERNAL USE ONLY****To be filled by Relationship Manager and Back Office Staff**

Lead ID No.	
KRISP No.	
KCSPL Sourcing Person Name	
KCSPL Sourcing Person Code	
KCSPL Relationship Manager Name	
KCSPL Relationship Manager Code	
KCSPL Relationship Manager Email ID	
KCSPL Team Leader Name	
Kotak Commodity Branch Name& Code	
Handover Date to KC3 Desk	
Dealer Name & Code	
Location code	
<b>Applicable for Authorized person/DSA</b>	
Name	
Code	
<b>Applicable for Alternate Channel</b>	
Bank RM Name	
Bank RM Code	
Bank Branch Name	
Bank Branch Code	
LOB Code	
Other Details	

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

Employee / Authorised Person Name &amp; Signature

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**BACK COVER**