

MEMBER CLIENT AGREEMENT (FOR NCDEX INTERNET)

This agreement is made at _____ this _____ day of _____ between **Shikago Trade Pvt. Ltd.** Member of **National Commodity And Derivatives Exchange** hereinafter called Member and having its office at 5 Natwar Chamber, 94, Nagindas Master Road, Fort, Mumbai – 400 001 and processing Office at 101-104, 1st floor, 7, Mangoe Lane, Kolkata – 700 001.

and

a individual/company/trust/firm or any other body duly formed and registered under the relevant act, hereinafter called _____ the _____ client, _____ having _____ its _____ residence/registered at _____

WITNESSTH :

Whereas the member is registered as trading member of **National Commodity And Derivatives Exchange** of India Ltd. With FMC No. **NCDEX/TCM/CORP/0124** for commodity segment.

Whereas the client is desirous of investing/trading in those commodity admitted for dealing on the Exchange as defined in the Bye-Laws of the Exchange.

Whereas the Client has satisfied itself of the capability of the member to deal in commodity and wishes to execute his orders through him and the client shall continue to satisfy itself of such capability of the member before executing orders through him.

Whereas the member has satisfied and shall continuously satisfy himself about the genuineness and financial soundness of the Client and investment objectives relevant to the services to be provided.

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

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

1. The provisions of this agreement shall always be subject to Government notifications, any rules regulations and guidelines issued by FMC and Exchange rules, regulations and Bye-Laws that may be in force from time to time.
2. In the event of death or insolvency of the client or his otherwise becoming incapable of receiving and paying for or delivering or transferring commodity which the client has ordered to be bought or sold, Member may close out the transaction of the client and the client or his legal representative shall be liable for any losses, costs and be entitled to any surplus which may result there from.

3. The agreement entered into between the Member and the Client shall stand terminated by mutual consent of the parties by giving at least one month written notice. Such cancellation or termination shall not have any effect on transaction executed before the date of such notice of termination and the parties shall enjoy the same rights and shall have same obligations in respect of such transactions.
4. The instructions issued by an authorized representative of the client shall be binding on the client in accordance with her letter authorizing the said representative to deal on behalf of the client.
5. The Client is aware that authentication technologies and strict security easures are required for the internet trading through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party.
6. The client agrees that the member shall not be liable or responsible for non-execution of the orders of the Client due to any link/system failure at the Client/Members/Exchange end.
7. The Exchange may cancel a trade suo-moto without giving any reason thereof. In the event of such cancellation, MEMBER shall be entitled to cancel relative contract(s) with CLIENT.
8. The MEMBER shall also send the Order/ Trade confirmation slip through E-mail to the CLIENT at his request, within_____ (time period as specified by the Client) from the time of execution of order/trade on the system, as the case may be. The CLIENT agrees that the information sent by MEMBER by E-mail is deemed to be a valid delivery of such information by the MEMBER.
9. The CLIENT is aware that the MEMBER has provided on the web site a facility for reconfirmation of orders, which are larger that than specified by the MEMBER's risk management, by the MEMBER and is also aware that the MEMBER has the discretion to reject the execution of such orders based on his risk perception.
10. The Member and the Client are aware of the provisions of Bye-Laws, Rules and regulations of the Exchange relating to resolution of disputes/differences through the mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
11. All trades, transactions and contracts are subject to the Bye-Laws, Rules and Regulations of the Exchange and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Mumbai and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Mumbai for the purpose of giving effect to the provisions of the Rules and Regulations of the Exchange.

IN WITNESS THEREOF, the parties to agreement have caused these presents to be executed as of the day and year first above written.

Client Name_____

M/s Shikago Trade Pvt. Ltd..

Client Signature_____

Authorised Signatory:

Signed by:

Witness:

Witness:

1.

1.

2.

2.

Note: All references to the specific quantity/rate/fee mentioned in this agreement are subject to change from time to time, as so agreed to in writing between the parties.