

MEMBER CLIENT AGREEMENT FOR AVAILING INTERNET TRADING FACILITY

This agreement is made at _____ this _____ day of _____ between RLP Commodity & Derivatives Pvt. Limited (hereinafter called 'Member'), having its registered office at 202, Nirmal Towers, 2nd Floor, Dwarakapuri Colony, Punjagutta, Hyderabad – 500 082.

AND

_____ an individual / firm / company / any other body duly formed and registered under the relevant Act, (hereinafter called 'CLIENT'), residence of / having its Registered Office at _____

Witnessst:

Whereas the Member is a registered MEMBER of THE MULTI COMMODITY EXCHANGE OF INDIA LIMITED (hereinafter called MCX) AND NATIONAL COMMODITY & DERIVATIVES EXCHANGE LTD (hereinafter called NCDEX).

Whereas the CLIENT is desirous of trading in those contracts admitted for dealing on the MCX and NCDEX as defined in the Bye – Laws, Rules & Regulations of respective Exchanges.

Whereas the CLIENT being satisfied of the capability of the MEMBER to deal in those contracts admitted for dealing on the MCX & NCDEX and wishes to execute the orders through the MEMBER and the CLIENT shall continue to satisfy himself / itself of such capability of the MEMBER before executing any orders through him.

Whereas the MEMBER has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the CLIENT and trading 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 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 hereto have agreed to the following terms and conditions.

1. Definitions "IBT" means internet based trading, being an approved system for enabling clients to route their orders to their Member over the internet. "IBT Service" means the service offered by the Member to its clients through IBT, where under the clients can route their orders for purchase, sale and other dealings in contracts on the Exchange through the Members Web Site or similar arrangement done by the Member. "Password" means alpha, numeric or alphanumeric code used by the client to validate his user name and access the IBT Service. "System" means the system hosted by the Member on the internet through which the IBT Service is offered, the Member's system for accepting orders over the telephone and also includes any other system offered by the Member for accepting orders from a client and performing any part of the Service. "Member's Site" means the Member's web site at or such other web site as may be hosted by the Member for access through the internet, through which the Member offers the Services.
2. The client will be entitled to a unique User Name, Password and Customer User Identification Number of other identification or security code (herein after referred to as 'IBT account'), which will enable the client to access the Member's System or Service through the Member's website.
3. The client acknowledges that he is fully aware of and understands the risk associated with trading through IBT, including the risk of misuse and unauthorized use of the User Name, Password and Customer User Identification Number. And being so fully aware he desired to avail of such facility out his own free will and is agreeable to bear all associated risks and responsibility.

X _____

4. The client shall be responsible for keeping the User Name, Password and Customer User Identification Number allotted to him confidential and secure. The client shall be wholly accountable for all the trades executed from the IBT account allotted to him.
5. The client shall immediately inform the Member in case he
 - discovers any flaw in the member's IBT security system
 - discovers or suspects unauthorized access through his IBT account
 - notices any discrepancies in use of IBT account allotted

The CLIENT does not, on the same day of the receipt or execution of an order by the member, receive a message from the member indicating the order has received or executed / does not receive an accurate written confirmation of an execution / receives confirmation of an order and / execution which he did not place / receives inaccurate information about his / her / its account balances or positions taken or transaction history along with all the particulars including the date, manner of use, the transaction effected, etc.
6. In any of the above events, the Member will allot new user name, password or user identification number or other identification or security code, As required to the CLIENT to secure the authenticity of the orders placed by the CLIENT through his / her / its IBT account.
7. The CLIENT shall log off from his / her / its IBT account when he / she / it completes a session. The CLIENT will be solely liable for the consequences of failure to log off his / her / its IBT account.
8. The CLIENT agrees and undertakes to immediately deposit with the Member which the trading member may require as margin. The Member is entitled to require the CLIENT to keep permanently with it a margin of a specified value as long as the CLIENT desires to avail the facility of trading through IBT system.
9. The CLIENT acknowledges that an instruction to modify or cancel an order placed on the trading system of the Exchange may or be carried out if
 - (a) the order was executed before such instruction was received by the Member's IBT System or
 - (b) it was executed within a short time thereafter, which turns out to be insufficient for the Member's IBT System to place a corresponding instruction in the Exchange's trading system prior to its execution.
10. The CLIENT will verify the online confirmation upon the execution or cancellation of order placed by the CLIENT using the IBT service, from the IBT Account or the MEMBER Head Office.
11. This agreement is supplemental to and does not supersede, the Member Constituent Agreement, save and except as modified expressly or by implication by this Agreement the Member Constituent Agreement shall apply to transactions done through IBT system also.
12. The CLIENT acknowledges that all the information provided while applying for IBT facility are true and correct and are not misleading and the CLIENT is aware that the Member has agreed to provide the facility of trading through IBT system on the basis of such information.
13. The CLIENT is aware that trading over internet involves many uncertain factors and complex hardware, software systems, communication lines, peripherals, etc. which are susceptible to interruptions and dislocations; and it is possible that the Member's service may become unavailable without notice. The Member and the Exchange do not make any representation nor warranty that the IBT Service will be available to the CLIENT at all times without any interruption, the CLIENT agrees that he / she / its shall not have any claim against the Exchanges and the Member on account of any suspension, interruption, non-availability or malfunctioning of the member's system or service or the Exchange's service or systems for any reason whatsoever.
14. The Member and the CLIENT shall abide by the Exchange requirements and the terms of the IBT service provided by the Member, in force from time to time.
15. The Member will not be liable for losses caused directly or indirectly by government restriction, Exchange or market rulings, suspension of trading, computer, communication, telephone or system failure, war, natural calamities, accident, power failure, equipment or software malfunction, strikes or other conditions beyond the Member's control.
16. The CLIENT agrees that the Member may at any time discontinue this Agreement, by giving not less than seven days notice. Provided that in exceptional circumstances the member may terminate this agreement without advance notice to the CLIENT. The CLIENT may at any time terminate this Agreement by not less than seven days notice to the Member, provided that unless the Member otherwise permits, the CLIENT shall not be entitled to terminate this Agreement so long as any amount is payable by the CLIENT to the Member.

17. In the event of any provisions of this Agreement being held to be or becoming invalid, unenforceable or illegal or any reason, this Agreement shall remain otherwise in full force apart from the said provisions which will be deemed deleted. The parties shall however attempt to replace the deleted provision with a legally valid provision that reflects the same purpose as the deleted provision to the greatest extent possible.
18. No forbearance, relaxation or inaction by any party at any time to require the performance of that or any other provision of this Agreement or be considered to be a waiver of any right, unless specifically agreed in writing.
19. The Member and the CLIENT are aware of the provisions of rules, bye-laws 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.
20. 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 Hyderabad and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Hyderabad for the purpose of giving effect to the provisions of the rules, bye-laws and regulations of the Exchange mechanism of arbitration provided by the Exchange and agree to abide by the said provisions.
21. All trades, transactions and contracts are subject to the rules, bye-laws and regulations of the Member / Exchange / Any statutory body and shall be deemed to be and shall take effect as wholly made, entered into and to be performed in the city of Hyderabad and the parties to such trade shall be deemed to have submitted to the jurisdiction of the Courts in Hyderabad 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.

The client's Signature/Authorized Signatory

For RLP Commodity & Derivatives Pvt. Ltd.

Signature: _X_____

Authorized Signatory

Witness on behalf of client

Witness

1 Name, Signature & Address

1 Name, Signature & Address

2 Name, Signature & Address

2 Name, Signature & Address