



## GUIDELINES FOR OPENING A TRADING ACCOUNT

1. Read the form carefully. All the columns are to be compulsorily filled up; score off blank spaces that are not applicable or write 'N. A.'
2. Trading account will not be opened in joint names. Each client has to use separate registration form.
3. Paste a recent passport size photograph in the space provided for in the form and **sign across the photograph**, in a manner where part of the signature is on the photo and other part on the Form.
4. Please put your full signature on the place marked (S).
5. Please put your initials at the place marked (I).
6. Please attach required documents and tick the respective boxes in checklist.
7. Pin code and Telephone number is to be mentioned compulsorily.
8. Witness signature is required on the agreement.
9. All signatures to be made in **black ink**.
10. NRI Clients should furnish copy of RBI Permission.
11. In case of any query please contact the concerned officials of our respective local office.

### LIST OF DOCUMENTS TO BE SUBMITTED

#### (A) INDIVIDUAL/SOLE PROPRIETOR (ALL THE XEROX COPY DOCUMENTS SHOULD BE SELF CERTIFIED)

1. A passport size photograph
2. Proof of Demat Account (Optional)
3. Photocopy of PAN Card (Self Certified)
4. Letter from Banker certifying the account number and the period from which the account is in operation or copy of Bank Passbook / Statement of A/c.
5. Proof of Identity any **two** of the following to be submitted (Self Certified)
  1. Election Identity Card
  2. Passport
  3. Driving License
  4. Ration Card
6. Copy of the latest Income Tax Return filed.
7. Proof of Sales Tax Registration with Local and Central Sales Tax authorities (Compulsory for Delivery Trade)
8. A declaration on the letterhead of the firm as per format enclosed.

#### (B) HINDU UNDIVIDED FAMILY (ALL THE XEROX COPY DOCUMENTS SHOULD BE SELF CERTIFIED)

1. A passport size photograph of the Karta.
2. Proof of Demat Account (Compulsory for delivery trades).
3. Photocopy of PAN Card of HUF and Karta.
4. Letter from Banker certifying the account number and the period from which the account is in operation for both HUF and Karta.



5. Copy of the latest Income Tax Return filed.
6. Proof of Sales Tax Registration with Local and Central Sales Tax authorities (Compulsory for Delivery Trade).
7. Declaration giving details of the family members of the HUF with their names, date of birth and relationship with the Karta along with Signature of Karta & all the Co-parceners on the declaration as per the format attached herewith.

**(C) PARTNERSHIP FIRMS (ALL THE XEROX COPY DOCUMENTS SHOULD BE SELF CERTIFIED)**

1. Certified true copy of the Partnership Deed.
2. A passport size photographs of the Partners.
3. Proof of Identity and Proof of Address of Partners.
4. Proof of Demat Account (compulsory for delivery trades) in joint name of partners.
5. Photocopy of PAN Card of Partnership Firm and Partners.
6. Letter from Banker certifying the account number and the period from which the account is in operation for both Partnership Firm and Partners.
7. Copy of the latest Income Tax Return filed.
8. Proof of Sales Tax Registration with Local and Central Sales Tax authorities (Compulsory for Delivery Trade).

**(D) CORPORATE (ALL THE XEROX COPY DOCUMENTS SHOULD BE SELF CERTIFIED)**

1. Certified true copy of the Certificate of Incorporation, Memorandum and Articles of Association in case of a Company / Body Corporate duly certified by the Company Secretary or Whole-time Director / MD.
2. Certified true copies of the Annual Reports for last three years.
3. Certified true Copy of the Resolution of Board of Directors as per the format enclosed.
4. Net Worth Certificate (Certified by C.A.).
5. Photocopy of PAN Card of Corporate, Authorised Persons and Whole-time Directors.
6. Address proof of the Company.
7. Proof of Identity and Proof of Address of Authorised Persons and Whole-time Directors, as required for proprietor.
8. A passport size photograph of the Authorised Persons and Whole-time Directors.
9. Proof of Demat Account of the Company (compulsory for delivery trades).
10. Letter from Banker certifying the account number and the period from which the account is in operation for Company, Authorised Persons and Whole-time Directors.
11. Copy of the latest Income Tax Return filed.
12. Proof of Sales Tax Registration with Local and Central Sales Tax authorities (Compulsory for Delivery Trade).



**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**

NSE MEMBERSHIP NO. 13235 \* MCX STOCK EXCHANGE MEMBERSHIP No. : 52800

**Regd. Office :** GC-3, Karmastambh, L B S Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083

**CLIENT DETAILS**

Name :	
Address : 1	
Address : 2	
Address : 3	
Date Of Birth :	
Pan No. : <b>Mandatory</b>	
Bank Name : <b>Mandatory</b>	
Account No. : <b>Mandatory</b>	
Email (1) : <b>Mandatory</b>	
Email (2) :	
Telephone No. : (O)	
Telephone No. : (R)	
Mobile No. :	
Fax No. :	
Driving Licence No. :	
Passport No. :	

**For Office Use Only**

Agreement Date	
Client Code	





<b>10. If Self Employed / Business / Professional / Others :</b>					
Name of the establishment :					
Office Address :					
City :		Pin Code :			
State :		Country :			
Telephone Number (Office) :		Fax :			
<b>11. Financial details of the constituent : Income Range (Per Annum) : (Tick where applicable)</b>					
A. Below Rs. 1,00,000		B. Rs. 1,00,000 To Rs. 5,00,000		C. Rs. 5,00,000 To Rs. 10,00,000	
D. Rs. 10,00,000 To Rs. 25,00,000		E. Above Rs. 25,00,000			
<b>12. Investment/Trading Experience</b>					
a. No Prior Experience		b. ___ Years in Stocks			
c. ___ Years in Derivatives		d. ___ Years in Other investment related fields			
<b>13. Trading Preference</b>					
A. Stock Exchanges on which you wish to trade (if the member is registered for such Exchanges) :					
1. _____					
2. _____					
3. _____					
B. Market segments you wish to trade (if the member is registered for such segment) :					
1. Capital Market Segment		2. F & O Segment			
3. Debt Market Segment		4. Currency Derivatives Segment			
<b>14. Whether registered with any other broker-member : (if registered with multiple members, provide details of all)</b>					
Name of Broker :					
Name of Exchange :			Client code no. (as given by the other broker) :		
15. Details of any action taken by SEBI/Stock exchange/any other authority for violation of securities laws/other economic offences.					
<b>16. References</b> Introduction : Introduced by another constituent / director or employee of trading member / any other person (please specify)					
Introduced by : Name			Signature of Introducer		
PAN No. of Introducer					
<b>Name and designation of the employee who interviewed the Client</b>					
Name			Signature of the Employee		
Designation		Date :			
<b>17. Declaration</b>					
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.					
Place _____		Signature _____ <sup>Ⓢ</sup>			
Date _____		Name _____			
<b>DOCUMENTARY REQUIREMENTS</b>					
Copies of the following documents may be obtained after due verification with the originals thereof.					
<b>For Proof of Identity (any one of the following)</b>					
PAN / Passport / Voter ID / Driving license / Photo Identity card issued by Employer registered under MAPIN.					
<b>For Proof of Address (any one of the following) :</b>					
Passport / Voter ID / Driving license / Bank Passbook / Rent Agreement / Ration Card / Flat Maintenance Bill / Telephone Bill / Electricity Bill / Certificate issued by employer registered under MAPIN / Insurance Policy					
<b>FOR OFFICE PURPOSES :</b>					
Unique Client Code :			(To Be Inserted By The Brokerage Firm)		
Original documents : Verified By		Authorised By :		Date :	



## GREENBACK FINANCIAL AND FX SERVICES PVT. LTD. NON-INDIVIDUAL

NSE MEMBERSHIP NO. 13235 \* MCX STOCK EXCHANGE MEMBERSHIP No. : 52800

**Regd. Office :** GC-3, Karmastambh, L B S Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083

### CLIENT REGISTRATION FORM (Format for corporate, Firm and others)

(This information is the sole property of the trading member / brokerage house and would not be disclosed to anyone unless required by law or except with the express permission of clients)

To,

Trading Members Name & Address :  
Greenback Financial and FX Services Private Limited  
GC-3, Karmastambh, Opp. MTNL Office,  
L.B.S. Marg, Vikhroli (West), Mumbai - 400 083.  
Tel. : +91 22 4066 5100 Fax : +91 22 4066 5177  
SEBI Registration No. : INE231323531 (NSE-CDS)  
INE261323534 (MCX-SX)

Clearing Member's Name, Address :  
IL&FS Securities Services Limited  
IL&FS House, Plot No. 14, Raheja Vihar,  
Chandivali, Andheri (East), Mumbai - 400 072.  
Tel. : +91 22 2857 0965 Fax : +91 22 2857 0948/49  
SEBI Registration No. : INE261313337

<b>1. Name of the Company/firm :</b>			
<b>2. Constitution :</b>			
<b>3. Registered Office address :</b>			
City :		Pin Code :	
State :		Country :	
Telephone Number (Office) :		Fax :	
<b>4. Address for correspondence</b>			
City :		Pin Code :	
State :		Country :	
Telephone Number (Office) :		Fax :	
<b>5. Date of incorporation / formation :</b>			
<b>6. Date of commencement of business :</b>			
<b>7. Nature of Business :</b>			
<b>8. Registration number (with ROC, SEBI or any government authority)</b>			
<b>9. Details of PAN :</b>			
<b>10. Names of Promoters / Partners / Karta and residential address :</b>			
1.			
2.			
3.			
4.			
5.			
<b>11. Names of whole time directors and residential address :</b>			
1.			
2.			
3.			
4.			
5.			
<b>12. Names and Designation of persons authorized to deal in currency derivatives on behalf of the company / firm / others and their residential address</b>			
1.			
2.			
3.			
4.			



**13. Details of any action taken by SEBI/Stock exchange/any other authority against the constituent or its partners / promoters / whole time directors / authorized persons in charge of dealing in securities / derivatives for violation of securities laws / other economic offences.**

**14. Bank and Depository Account Details**

Bank Name (through which transactions will generally be routed)

Branch :

Address :

Account No. :

Account Type :

*(Copy of a cancelled Cheque leaf / pass book / bank statement containing name of the constituent should be submitted.)*

**15. Depository Participant Name :** (through which securities will be routed)

Address :

B.O Account Number :

**16. Investment/Trading Experience :**

1. No Prior Experience

2. \_\_\_ Years in Stocks

3. \_\_\_ Years in Derivatives

4. \_\_\_ Years in Other investment related fields

**17. Trading Preference :**

A. Stock Exchanges on which you wish to trade (if the member is registered for such Exchanges) :

1.

2.

3.

B. Market segments you wish to trade (if the member is registered for such segment) :

1. Capital Market Segment

2. F & O Segment

3. Debt Market Segment

4. Currency Derivatives Segment

**18. Whether registered with any other broker-member :** (if registered with multiple members, provide details of all)

Name of Broker :

Name of Exchange :

Client code no. (as given by the other broker) :

**19. References** Introduction : Introduced by another constituent / director or employee of trading member / any other person (please specify)

Introduced by Name :

PAN No. of Introducer

Signature of Introducer

**Name and designation of the employee who interviewed the Client**

Name

Designation

Date :

Signature of the Employee

**20. 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.

Place \_\_\_\_\_

Signature  \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

**DOCUMENTARY REQUIREMENTS :**

Copies of the following documents may be obtained after due verification with the originals thereof :

1. Copies of the balance sheet for the last 2 financial years (copies of annual balance sheet to be submitted every year).
2. Copy of latest share holding pattern including list of all those holding more than 5% in the share capital of the company, duly certified by the company secretary / Whole-time director / MD. (copy of updated shareholding pattern to be submitted every year).
3. Copies of the Memorandum and Articles of Association in case of a company / body incorporate / partnership deed in case of a partnership firm.
4. Copy of the Resolution of board of directors approving participation in currency derivatives and naming authorized persons for dealing in currency derivatives.
5. Photographs of Partners / Whole time directors, individual promoters holding 5% or more, either directly or indirectly, in the shareholding of the company and of persons authorized to deal in currency derivatives.

**FOR OFFICE PURPOSES :**

Unique Client Code :

(To Be Inserted By The Brokerage Firm)

**Original documents :** Verified By

Authorised By :

Date :



**INFORMATION ABOUT AUTHORISED PERSONS / KARTA / SOLE PROPRIETOR / PARTNERS / PROMOTERS / KEY MANAGERIAL PERSONNEL / DIRECTOR**

(In case of more than one Authorised Person / Partner / Promoters / Key Managerial Personnel / Director please attach additional sheet(s) providing following details)

**Personal Details**

Name :				
	(First Name)	(Middle Name)	(Last Name)	
Designation :	<div style="border: 1px solid black; padding: 10px; text-align: center;">                 Please affix your recent passport size photograph and sign across it.             </div>			
Residence Address :				
City :				Pin Code :
State :				Country :
Nationality :				
Telephone Number :				Res :
				Fax :
E-mail ID :				
Residential Status :	Indian / NRI / Others			
Qualification :				
Experience :				
Equity Stake in the Company/Firm :				
Details of Permanent Account Number (PAN) (please attach photocopy of PAN card) :				

**Bank Account Details**

(Please submit a letter from the banker certifying the account number and the period from which this account is in operation)

Bank Name			
Branch :			
Address :			
Account Type :			
Account No. :		Date of opening Account :	

**Proof of Identity submitted** (Any Two from below mentioned list is mandatory)

Particulars	Number	Place of Issue	Date of Issue	Expiry Date
Passport				
Driving License				
PAN Card				
Election Identity Card				
Ration Card				

Place \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_



**INFORMATION ABOUT AUTHORISED PERSONS / KARTA / SOLE PROPRIETOR / PARTNERS / PROMOTERS / KEY MANAGERIAL PERSONNEL / DIRECTOR**

(In case of more than one Authorised Person / Partner / Promoters / Key Managerial Personnel / Director please attach additional sheet(s) providing following details)

**Personal Details**

Name :			
	(First Name)	(Middle Name)	(Last Name)
Designation :			
Residence Address :			
City :		Pin Code :	
State :		Country :	
Nationality :			
Telephone Number :	Res :		
	Fax :		
E-mail ID :			
Residential Status :	Indian / NRI / Others		
Qualification :			
Experience :			
Equity Stake in the Company/Firm :			
Details of Permanent Account Number (PAN) (please attach photocopy of PAN card) :			

*Please affix your recent passport size photograph and sign across it.*



**Bank Account Details**

(Please submit a letter from the banker certifying the account number and the period from which this account is in operation)

Bank Name			
Branch :			
Address :			
Account Type :			
Account No. :		Date of opening Account :	

**Proof of Identity submitted** (Any Two from below mentioned list is mandatory)

Particulars	Number	Place of Issue	Date of Issue	Expiry Date
Passport				
Driving License				
PAN Card				
Election Identity Card				
Ration Card				

Place \_\_\_\_\_

Signature  \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_



**INFORMATION ABOUT AUTHORISED PERSONS / KARTA / SOLE PROPRIETOR / PARTNERS / PROMOTERS / KEY MANAGERIAL PERSONNEL / DIRECTOR**

(In case of more than one Authorised Person / Partner / Promoters / Key Managerial Personnel / Director please attach additional sheet(s) providing following details)

**Personal Details**

Name :				
	(First Name)	(Middle Name)	(Last Name)	
Designation :	<div style="border: 1px solid black; padding: 10px; text-align: center;">                 Please affix your recent passport size photograph and sign across it.             </div>			
Residence Address :				
City :				Pin Code :
State :				Country :
Nationality :				
Telephone Number :				Res :
				Fax :
E-mail ID :				
Residential Status :	Indian / NRI / Others			
Qualification :				
Experience :				
Equity Stake in the Company/Firm :				
Details of Permanent Account Number (PAN) (please attach photocopy of PAN card) :				

**Bank Account Details**

(Please submit a letter from the banker certifying the account number and the period from which this account is in operation)

Bank Name			
Branch :			
Address :			
Account Type :			
Account No. :		Date of opening Account :	

**Proof of Identity submitted** (Any Two from below mentioned list is mandatory)

Particulars	Number	Place of Issue	Date of Issue	Expiry Date
Passport				
Driving License				
PAN Card				
Election Identity Card				
Ration Card				

Place \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_



**AGREEMENT BETWEEN TRADING MEMBER AND CLIENT**

This agreement is made and executed at ..... this ..... day of ..... 20....

Between M/s.**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**, a body corporate, incorporated under the Companies Act, 1956, being a member of the **NATIONAL STOCK EXCHANGE OF INDIA LIMITED**. (hereinafter called "the Exchange"), and having its registered office at **GC-3, Karmastambh, L.B.S. Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083** (hereinafter called "the trading member") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

**And**

Mr./Ms/M/s....., an individual/ a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

(hereinafter called "the client") which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number ..... in the Capital Market Segment; SEBI registration number ..... in the F and O Segment and SEBI registration number **SEBI Registration No. : INE231323531** ..... in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member's liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.



**Now, therefore, 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 client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that :
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The Client agrees to pay to the trading member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that trading member renders to the Client.
4. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange / SEBI.
5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House/ Clearing Corporation or SEBI from time to time.
6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
7. The trading member agrees that the money / securities deposited by the client shall be kept in a separate account, distinct from his / its own account or account of any other client and shall not be used by the trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
8. The client agrees to immediately furnish information to the trading member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The trading member agrees to inform the client and keep him apprised about trading / settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the stock exchange.
10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.



11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
12. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
13. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
14. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
17. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
18. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
23. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.



Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

The client's Signature / Authorised Signatory The trading member's Signature / Authorised Signatory :  
**(Please affix common seal of company for corporates)**

Signature : \_\_\_\_\_

Signature :  \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Name of the Member : **GREENBACK FINANCIAL AND FX SERVICES P. LTD.**

Witness :

Witness :

1) Signature : \_\_\_\_\_

1) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

2) Signature : \_\_\_\_\_

2) Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

**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.



**AGREEMENT BETWEEN TRADING MEMBER AND CLIENT**

This agreement is made and executed at ..... this ..... day of ..... 20....

Between M/s.**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**, a body corporate, incorporated under the Companies Act, 1956, being a member of the **MCX Stock Exchange Ltd.** (hereinafter called “the Exchange”), and having his / her / its registered office at **GC-3, Karmastambh, L.B.S. Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083** (hereinafter called “the trading member”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include himself in the capacity of a trading member while trading in the Currency Derivatives Segment, his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the One Part;

**And**

Mr./Ms/M/s....., an individual/ a sole proprietary concern/a partnership firm/a body corporate, registered/incorporated, under the provisions of the Indian Partnership Act, 1932/the Companies Act, 1956, having his/her/its residence/ registered office at .....

(hereinafter called “the client”) which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part;

Whereas the trading member is registered as the trading member of the Exchange with SEBI registration number ..... in the Capital Market Segment; SEBI registration number ..... in the F and O Segment and SEBI registration number **SEBI Registration No. : INE261323534** ..... in the Currency Derivatives Segment.

- A. Whereas the client is desirous of investing/trading in those securities / contracts / other instruments admitted to dealings on the Exchange as defined in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under from time to time.
- B. Whereas the client has satisfied itself of the capacity of the trading member to deal in securities and / or deal in equity / currency derivatives contracts and wishes to execute its orders through the trading member and the client shall from time to time continue to satisfy itself of such capability of the trading member before executing orders through the trading member.
- C. Whereas the trading member has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the client and investment / trading objectives relevant to the services to be provided; and
- D. Whereas the trading member has taken steps and shall take steps to make the client aware of the precise nature of the trading member’s liability for business to be conducted, including any limitations, the liability and the capacity in which the trading member acts.
- E. Whereas the trading member and the client agree to be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.



**Now, therefore, 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 client agrees to immediately notify the trading member in writing if there is any change in the information in the 'client registration form' provided by the client to the trading member at the time of opening of the account or at any time thereafter.
2. The trading member declares that it has brought the contents of the risk disclosure document to the notice of client and made him aware of the significance of the said document. The client agrees that :
  - a. He has read and understood the risks involved in trading on a stock exchange.
  - b. He shall be wholly responsible for all his decisions and trades.
  - c. The failure of the client to understand the risks involved shall not render a contract as void or voidable and the client shall be and shall continue to be responsible for all the risks and consequences for entering into trades in the segment
  - d. He is liable to pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the trading member or the Exchange or as may be directed by SEBI from time to time as applicable to the segment. The trading member is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House / Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
  - e. Payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the closing of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate / require.
3. The Client agrees to pay to the trading member brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that trading member renders to the Client.
4. The trading member agrees that it shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchange / SEBI.
5. The client agrees to abide by the exposure limits, if any, set by the trading member or by the Exchange or Clearing House/Clearing Corporation or SEBI from time to time.
6. Without prejudice to the trading member's other rights (including the right to refer a matter to arbitration), the trading member shall be entitled to liquidate / close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation / close out, if any, against the client's liabilities / obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
7. The trading member agrees that the money / securities deposited by the client shall be kept in a separate account, distinct from his / its own account or account of any other client and shall not be used by the trading member for himself / itself or for any other client or for any purpose other than the purposes mentioned in SEBI Rules and Regulations circulars / guidelines / Exchange's Rules / Regulations / Byelaws and circulars.
8. The client agrees to immediately furnish information to the trading member in writing, if any winding up petition or insolvency petition has been filed or any winding up or insolvency order or decree or award is passed against him or if any litigation which may have material bearing on his capacity has been filed against him.
9. The trading member agrees to inform the client and keep him apprised about trading / settlement cycles, delivery / payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules / procedures of the stock exchange.
10. In the event of death or insolvency of the client or his / its otherwise becoming incapable of receiving and paying for any contracts which the client has ordered to be bought or sold, or of delivering or transferring securities, the trading member may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his successors, heirs and assigns shall be entitled to any surplus which may result there from.



11. The client and the trading member agree to refer any claims and / or disputes to arbitration as per the Rules, Byelaws and Regulations of the Exchange and circulars issued there under as may be in force from time to time.
12. The trading member hereby agrees that he shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him and the client and that he shall be liable to implement the arbitration awards made in such proceedings.
13. Information about default in payment / delivery and related aspects by a client shall be brought to the notice of the relevant stock Exchange(s). In case where defaulting client is a corporate entity / partnership / proprietary firm or any other artificial legal entity, then the name(s) of director(s) / promoter(s) / Partner(s) / proprietor as the case may be, shall also be communicated to the relevant stock exchange(s).
14. The trading member and the client agree to reconcile their accounts at the end of each quarter with reference to all the settlements where payouts have been declared during the quarter.
15. The trading member and the client agree to abide by any award passed by the Ombudsman under the SEBI (Ombudsman) Regulations, 2003.
16. The trading member and the client declare and agree that the transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars issued there under of the Exchange and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchange for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchange and the circulars issued there under.
17. The instructions issued by an authorized representative, if any, of the client shall be binding on the client in accordance with the letter authorizing the said representative to deal on behalf of the said client.
18. Where the Exchange cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled.
19. This agreement shall forthwith terminate; if the trading member for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the trading member's default, death, resignation or expulsion or if the certificate issued by the Board is cancelled.
20. The trading member and the client shall be entitled to terminate this agreement without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this agreement shall continue to subsist and vest in / be binding on the respective parties or his / its respective heirs, executors, administrators, legal representatives or successors, as the case may be.
21. In addition to the specific rights set out in this Agreement, the trading member and the client shall be entitled to exercise any other rights which the trading member or the client may have under the Rules, Bye-laws and Regulations of the Exchange and circulars issued there under or Rules and Regulations of SEBI.
22. Words and expressions which are used in this Agreement, but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations of the Exchange and circulars issued there under.
23. The provisions of this agreement shall always be subject to Government notifications, any rules, regulations, guidelines and circulars issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchange that may be in force from time to time.
24. The trading member hereby undertakes to maintain the details of the client as mentioned in the client registration form or any other information pertaining to the client in confidence and that it shall not disclose the same to any person / authority except as required under any law / regulatory requirements; Provided however that the trading member may so disclose information about its his client to any person or authority with the express permission of the client.

This agreement can be altered, amended and /or modified by the parties mutually in writing without derogating from the contents of this Agreement.




Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this agreement.

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

The client's Signature / Authorised Signatory The trading member's Signature / Authorised Signatory :  
**(Please affix common seal of company for corporates)**

Signature : \_\_\_\_\_

Signature :  \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Name of the Member : **GREENBACK FINANCIAL AND FX SERVICES P. LTD.**

Witness :

Witness :

Signature : \_\_\_\_\_

Signature : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

**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.



## **RISK DISCLOSURE DOCUMENT FOR CURRENCY DERIVATIVES SEGMENT (TO BE GIVEN BY THE TRADING MEMBER TO THE CLIENT)**

This document is issued by the member of the National Stock Exchange of India Limited (NSE) / MCX Stock Exchange (MCX-SX) which has been formulated by the Exchange in coordination with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") and contains important information on trading in Currency Derivatives Segment of NSE/MCX-SX. All prospective constituents should read this document before trading in Currency Derivatives Segment of the Exchange.

NSE/MCX-SX/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor has NSE/MCX-SX/SEBI endorsed or passed any merits of participating in the segment. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the contractual relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in currency derivatives or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on NSE/MCX-SX and suffer adverse consequences or loss, you shall be solely responsible for the same and NSE/MCX-SX, its Clearing House/Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned member. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a currency derivative contract being traded on NSE/MCX-SX.

It must be clearly understood by you that your dealings on NSE/MCX-SX through a member shall be subject to your fulfilling certain formalities set out by the member, which may inter alia include your filling the know your client form, client registration form, execution of an agreement, etc., and are subject to the Rules, Byelaws and Regulations of NSE/MCX-SX and its Clearing House/Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by NSE/MCX-SX or its Clearing House/ Clearing Corporation and in force from time to time.

NSE/MCX-SX does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any trading member of NSE/MCX-SX and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following :

### **1. BASIC RISKS**

#### **1.1 Risk of Higher Volatility :**

Volatility refers to the dynamic changes in price that a currency derivatives contract undergoes when trading activity continues on the Stock Exchange. Generally, higher the volatility of a contract, greater is its price swings. There may be normally greater volatility in thinly traded currency derivatives contracts than in active contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

#### **1.2 Risk of Lower Liquidity :**

Liquidity refers to the ability of market participants to buy and/or sell currency derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell currency derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for currency derivatives contracts purchased or sold. There may be a risk of lower



liquidity in some currency derivatives contracts as compared to active contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

**1.2.1** Buying/selling currency derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, contracts may have to be sold/purchased at a low/high prices, compared to the expected price levels, so as not to have any open position.

**1.3 Risk of Wider Spreads :**

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid currency derivatives contracts. This in turn will hamper better price formation.

**1.4 Risk-reducing orders :**

The placing of orders (e.g., “stop loss” orders, or “limit” orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

**1.4.1** A “market” order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a “market” order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that currency derivatives contract.

**1.4.2** A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

**1.4.3** A stop loss order is generally placed “away” from the current price of a currency derivatives contract, and such order gets activated if and when the contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the currency derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a currency derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

**1.5 Risk of News Announcements :**

News announcements that may impact the price of currency derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the contract.

**1.6 Risk of Rumors :**

Rumors about currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

**1.7 System Risk :**

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

**1.7.1** During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.

**1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security due to any action on account of unusual trading activity or currency derivatives contract hitting circuit filters or for any other reason.



### **1.8 System/Network Congestion :**

Trading on NSE is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

## **2. ADDITIONAL FEATURES**

### **2.1 Effect of “Leverage” or “Gearing”**

In the derivatives market, 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 margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives 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 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 currency derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.
- B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the broker/member may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.
- C. Under certain market conditions, an investor 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 or others. These new measures may also 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 broker to provide the full details of the currency derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **2.2 Currency specific risks**

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.
2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.
3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor’s advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

**3. GENERAL****3.1 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.

**3.2 Deposited cash and property**

You should familiarise 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 member, the same shall be subject to arbitration as per the byelaws/regulations of the Exchange.

**3.3** For rights and obligations of the clients, please refer to Annexure-1 enclosed with this document.

**3.4** The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a member for the purpose of acquiring and/or selling of currency derivatives contracts through the mechanism provided by NSE/MCX-SX.

**3.5** The term 'member' shall mean and include a trading member, a broker or a stock broker, who has been admitted as such by NSE/MCX-SX and who holds a registration certificate from SEBI.

I hereby acknowledge that I have received and understood this risk disclosure statement and Annexure-1 containing my rights and obligations.

⑈

\_\_\_\_\_  
Customer Signature  
(If Partner, Corporate, or other Signatory, then attest with Company seal.)

Dated : \_\_\_\_\_

**ANNEXURE-1****INVESTORS' RIGHTS AND OBLIGATIONS :**

- 1.1** You should familiarize yourself with the protection accorded to the money or other property you may deposit with your member, particularly in the event of a default in the Currency Derivatives market or the broking firm's insolvency or bankruptcy.
- 1.1.1** Please ensure that you have a documentary proof of your having made deposit of such money or property with the member, stating towards which account such money or property deposited.
- 1.1.2** Further, it may be noted that the extent to which you may recover such money or property may be governed by the Bye-laws and Regulations of NSE/MCX-SX and the scheme of the Investors' Protection Fund in force from time to time.
- 1.1.3** Any dispute with the member with respect to deposits, margin money, etc., and producing an appropriate proof thereof, shall be subject to arbitration as per the Rules, Byelaws/Regulations of NSE/MCX-SX or its Clearing Corporation.
- 1.2** Before you begin to trade, you should obtain a clear idea from your member of all brokerage, commissions, fees and other charges which will be levied on you for trading. These charges will affect your net cash inflow or outflow.
- 1.3** You should exercise due diligence and comply with the following requirements of the NSE/MCX-SX and/or SEBI :
- 1.3.1** Please deal only with and through SEBI registered members of the Stock Exchange and are enabled to trade on the Currency Derivatives Segment of the Exchange. All SEBI registered members are given a registration no., which may be verified from SEBI. The details of all members of NSE/MCX-SX and whether they are enabled to trade may be verified from NSE website ([www.nseindia.com](http://www.nseindia.com)) or from MCX-SX website ([www.MCX-SX.com](http://www.MCX-SX.com)).
- 1.3.2** Demand any such information, details and documents from the member, for the purpose of verification, as you may find it necessary to satisfy yourself about his credentials.
- 1.3.3** Furnish all such details in full as are required by the member as required in "Know Your Client" form, which may also include details of PAN or Passport or Driving License or Voters Id, or Ration Card, bank account and depository account, or any such details made mandatory by NSE/MCX-SX/SEBI at any time, as is available with the investor.
- 1.3.4** Execute a broker-client agreement in the form prescribed by SEBI and/or the Relevant Authority of NSE/MCX-SX or its Clearing Corporation from time to time, because this may be useful as a proof of your dealing arrangements with the member.
- 1.3.5** Give any order for buy or sell of a currency derivatives contract in writing or in such form or manner, as may be mutually agreed. Giving instructions in writing ensures that you have proof of your intent, in case of disputes with the member.
- 1.3.6** Ensure that a contract note is issued to you by the member which contains minute records of every transaction. Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, details of the currency derivatives contract, client code allotted to you and showing the brokerage separately. Contract notes are required to be given/sent by the member to the investors latest on the next working day of the trade. Contract note can be issued by the member either in electronic form using digital signature as required, or in hard copy. In case you do not receive a contract note on the next working day or at a mutually agreed time, please get in touch with the Investors Grievance Cell of NSE/MCX-SX, without delaying.
- 1.3.7** Facility of Trade Verification is available on NSE website ([www.nseindia.com](http://www.nseindia.com)) or MCX-SX website ([www.MCX-SX.com](http://www.MCX-SX.com)), where details of trade as mentioned in the contract note may be verified from the trade date upto five trading days. Where trade details on the website, do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of NSE/MCX-SX.




- 1.3.8** Ensure that payment of funds against settlement is given to the concerned member within one working day prior to the date of pay-in announced by NSE/MCX-SX or its Clearing House/Clearing Corporation. Payments should be made only by account payee cheque in favour of the firm/company of the trading member and a receipt or acknowledgement towards what such payment is made be obtained from the member.
- 1.3.9** In case pay-out of funds is not received on the next working day after date of pay-out announced by NSE/MCX-SX or its Clearing House/Clearing Corporation, please follow-up with the concerned member for its receipt. In case pay-out is not received as above from the member within five working days, ensure that you lodge a complaint immediately with the Investors' Grievance Cell of NSE/MCX-SX.
- 1.3.10** Every member is required to send a complete 'Statement of Accounts', for both settlements and margins, to each of its constituents, at such periodicity as may be prescribed from time to time. You should report errors, if any, in the Statement immediately, but not later than 30 calendar days of receipt thereof, to the member. In case the error is not rectified or there is a dispute, ensure that you refer such matter to the Investors Grievance Cell of NSE/MCX-SX, without delaying.
- 1.3.11** In case of a complaint against a member, you should address the complaint to the Office as may be specified by NSE/MCX-SX from time to time.
- 1.4** In case where a member surrenders his membership, NSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/MCX-SX, ensure that you lodge a claim with NSE/MCX-SX/Clearing Corporation within the stipulated period and with the supporting documents.
- 1.5** In case where a member is expelled from trading membership or declared a defaulter, NSE/MCX-SX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to "transactions executed on the trading system" of NSE/MCX-SX, ensure that you lodge a claim with NSE/MCX-SX within the stipulated period and with the supporting documents.
- 1.6** Claims against a defaulter/expelled member found to be valid as prescribed in the relevant Rules/Bye-laws and the scheme under the Investors' Protection Fund (IPF) may be payable as prescribed by SEBI.

**Notes :**

1. The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a trading member of NSE/MCX-SX for the purpose of buying and / or selling of currency derivatives contract through the mechanism provided by NSE/MCX-SX.
2. The term 'member' shall mean and include a trading member or a broker or a stock broker, who has been admitted as such by NSE/MCX-SX and who holds a registration certificate from SEBI.
3. The term 'contract' refers to currency derivatives contract and the term 'underlying' refers to the underlying currency of such currency derivatives contracts.

I/we have read the above.

Signature  \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



VOLUNTARY / NON MANDATORY

## SCHEDULE A

### ADJUSTMENT OF BALANCES IN ASSOCIATED ACCOUNTS

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

To,

**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**

GC-3, Karmastambh, Opp. MTNL Office,

L.B.S. Marg, Vikhroli (W), Mumbai - 400 083.

Sr. No.	Name of the Entity	Unique Client Code	Signature of the Authorised Person
			₹
			₹
			₹
			₹
			₹

Sir,

We the above mentioned associate entities have been regularly trading and investing with you on the Exchanges, both the NSE and the MCX-SX.

For the purpose of operations with you, we agree to be treated as a family account.

In order to facilitate operations we hereby authorise you to set off the outstandings towards margins / settlements in any of the above mentioned accounts against credits available or arising in any of the above accounts irrespective of the fact that such credits in the accounts may pertain to transactions in any Exchange and/or against the value of margin or collateral provided to you by any of the above entities.

In order to facilitate operations, we authorise the Member to maintain a running account instead of settlement to settlement clearance of dues or delivery of commodities to us.

Kindly treat the above as standing instructions and will be applicable unless a specific written instruction to the contrary is given by either entity.

We have affixed our signatures above consenting to the above mentioned terms of adjustments.



**FORMAT OF BOARD RESOLUTION IN CASE OF CORPORATES**  
**(To be obtained on pre-printed corporate letterhead)**

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF  
M/S. .... HAVING ITS REGISTERED OFFICE  
AT ..... HELD  
ON ..... DAY OF ..... 200 ..... AT .....

Resolved that the company do agree with GREENBACK FINANCIAL AND FX SERVICES PVT. LTD., Member of the MCX Stock Exchange Ltd. (MCX-SX) & National Stock Exchange India Ltd. (NSE) / National Securities Clearing Corporation Ltd. (NSCCL) etc. for the purpose of dealing on any segment that is / are may be introduced by MCX-SX/NSE/NSCCL and the said Member be and is hereby authorized to honour instructions, oral/written or electronic, given on behalf of the company by any of the under noted authorized signatories :

Sr. No.	Name	Designation
1.	_____	_____
2.	_____	_____
3.	_____	_____

who is/are authorized to sell, purchase, transfer, endorse, negotiate documents and/or otherwise deal through GREENBACK FINANCIAL AND FX SERVICES PVT. LTD., on behalf of the company.

RESOLVED FURTHER THAT Mr ..... Director, and / or  
Mr. .... Authorized Signatory of the company be and is hereby authorized to sign, execute and submit such applications, undertakings, agreements and other requisite documents, writings and deeds as may be deemed necessary or expedient to open account and give effect to this resolution.

AND RESOLVED FURTHER THAT, the common seal of the company be affixed, wherever necessary, in the presence of any directors or of anyone director and Company Secretary, who shall sign the same in token of the presence.

For .....

Ⓢ

Chairman/Company Secretary  
(Signature to be verified by the Banker)

Ⓢ

Specimen signature of the Authorized person.

Name ..... Specimen Signature .....  
(The above signatures to be attested by the person signing the resolution for account opening on behalf of the company)



**VOLUNTARY / NON MANDATORY**

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

To,

**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**

GC-3, Karmastambh, L B S Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083.

Dear Sir,

**Ref : Authorization to maintain running accounts for transactions and retention of securities**

I/We hereby authorize you to maintain running account(s) for transactions executed through GREENBACK FINANCIAL AND FX SERVICES PVT. LTD. on any of the commodity exchanges and set off any outstanding debits on account of initial margin / mark-to-market and / or other settlement accounts against any credits lying in the above mentioned accounts or any other account maintained by you. In case of delivery taken and obligation not fulfilled, I/We also authorize you to retain commodities received in payout on my/our account with you towards margin in any exchange. Any charges on account of retaining commodities will be borne by me/us.

My unique client code number is : \_\_\_\_\_

This authorization shall be effective unless intimated otherwise.

Yours faithfully,

Ⓢ

\_\_\_\_\_



## VOLUNTARY / NON MANDATORY

## Consent to receive the contract note and trade confirmations by E-mail

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

To,

**GREENBACK FINANCIAL AND FX SERVICES PVT. LTD.**

GC-3, Karmastambh, L B S Marg, Opp. MTNL Office, Vikhroli (W), Mumbai-400 083.

Dear Sirs,

I/We hereby consent to receive the contract note/trade confirmations of the trades executed by me/us, bills and account statements thereof, notices, circulars, amendments and such other correspondence or documents in electronic form duly, authenticated by means of a digital signature as specified in the Information Technology Act 2000 and the rules made thereunder, to any of my below mentioned email ids:

I/We further hereby agree that the member shall fulfil the legal obligation, if the above documents are sent electronically to anyone of the following e-mail ids. I/We agree that the member will not be responsible for non receipt of documents sent via electronic delivery due to change in email address/correspondence address as mentioned below or for any other reason which inter alia include my/our email/inbox running out of capacity, malfunction of my/our computer system/server/internet connection etc. I/We also agree that the member shall not take cognisance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails.

E-mail Id details (in case of more than one e-mail ids select the default id for receipt of contract notes and trade confirmations)	
E-mail Id 1	<input type="checkbox"/> *
E-mail Id 2	<input type="checkbox"/> *

\*tick the appropriate box to select the default option.

## DECLARATION

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

Place :	
Signature :	
Name :	
Client Code :	
Date :	