**CHECKLIST FOR APPOINTMENT OF AUTHORISED PERSON**

| **Sr. No.** | **Particulars** | **Annexure** | **Submitted (Yes/No/NA)** |
| --- | --- | --- | --- |
| **1)** | **Application form**  | **A** |  |
| a | To be submit on the trading member letter head in the prescribed format of the Exchange |  |  |
| b | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| c | Authorised Person Registration processing fee of Rs. 2,000/- plus taxes in favour of “Indian Commodity Exchange Limited". ***\* Till December 31, 2019 Exchange will not charge processing fee****(Refer Exchange Circular No: ICEX/MEM/2019/441 dated June 29, 2018)* |  |  |
| d | Details of infrastructure provided |  |  |
| **2)** | **Undertaking from Trading Member**  | **B** |  |
| a | To be submit on the trading member letter head in the prescribed format of the Exchange |  |  |
| b | Should be stamped & signed by authorized signatories as per as per the records available with the Exchange |  |  |
| **3)** | **Certified true copy of Board Resolution from Authorised Person for Corporates / Partners authorization in case of partnership firm** | **--** |  |
| **a** | To be on the letterhead of the applicant (AP) |  |  |
| **b** | To mention the names and designation of authorized signatory(ies) and whether jointly/severally, etc. |  |  |
| **c** | The specimen sign of authorized signatory (ies) to be provided. |  |  |
| **4)** | **Undertaking from Proposed Authorised Person** | **C** |  |
| a | To be submitted on the letter head of Authorised Person in the prescribed format of the Exchange (as per AP trade name)  |  |  |
| b | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| **4)** | **Details of Individual/Proprietor** | **D** |  |
| a | To be submitted on the letter head of Authorised Person in the prescribed format of the Exchange (as per AP trade name) |  |  |
| b | Should not be more than six months old as on date of application |  |  |
| c | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| d | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| e | To be duly certified by Chartered Accountant. *(Applicable for partnership & corporate AP)* |  |  |
| **5)** | **Shareholding Pattern in case the AP is Corporate Body** | **E** |  |
|  | **Sharing Pattern in case the AP is Partnership firm / LLP**  | **F** |  |
| a | To be submitted on the letter head of Authorised Person in the prescribed format of the Exchange (as per AP trade name) |  |  |
| b | Should not be more than six months old as on date of application |  |  |
| c | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| d | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| e | Certified by a Chartered Accountant/Company Secretary Firm along with rubber stamp of CA/CS Firm, name of the CA/CS firm, name of partner/proprietor, UDIN and his/her Membership number. |  |  |
| **6)** | **Copy of agreement entered between the Member of the Exchange & Authorised Person** | **G** |  |
| a | Stamp Paper is purchased in name of Trading Member or Authorised Person |  |  |
| b | Certified as true copy and all the pages are signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| c | None of the clauses are deleted or any clause is added in the Agreement |  |  |
| d | The date of execution of the agreement is same as or later than the Stamp paper purchase date |  |  |
| e | All pages of the agreement are signed by the proposed Authorised Person (in case of an individual) or by all of its directors or partners |  |  |
| f | The agreement is witnessed on behalf of the Member and on behalf of the proposed Authorised Person |  |  |
| **7)** | **Memorandum of Association in case the Authorised Person is corporate body** | **--** |  |
|  | **Registered Partnership deed / LLP Agreement in case the Authorised Person is Partnership firm / LLP** | **--** |  |
| a | Is the Authorised Person a Citizen of India |  |  |
| b | The main objects of the Memorandum of Association should contain clause to dealing in commodity/stock broking business. |  |  |
| c | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| d | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| **8)** | **PAN card of the Authorised Person & All Directors/Partners/Individual/Proprietor** | **--** |  |
| a | Age is not less than 18years completed of Directors /Partners/ Individual / Proprietor  |  |  |
| b | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| c | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| **9)** | **Registered / Head Office Address Proof of Applicant (AP)** | **--** |  |
| a | Landline Telephone Bill/Electricity bill/Rent Agreement/ Bank pass book/ Voters id/ Driving License/ Passport/ Bank Statement/ Trade license agreement/ Shop Establishment Certificate/ Family Card / Aadhar Card |  |  |
| b | If Bank Statement /Bank Passbook / Landline telephone bills /Electricity bills are submitted, ensure that same are within six months from date of application |  |  |
| c | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| d | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| **10)** | **Residential Address Proof of Directors/Partners/Individual/Proprietor** | **--** |  |
| a | Is the Authorised Person a Citizen of India |  |  |
| b | Landline Telephone Bill**/** Electricity bill/Rent Agreement/ Bank pass book/ Voters id card/Driving License/ Passport/ Bank Statement/ Ration card/ Family Card / Aadhar Card |  |  |
| c | If Bank Statement /Bank Passbook / Landline telephone bills /Electricity bills are submitted, ensure that same are within six months from date of application |  |  |
| d | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| e | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| **11)** | **Education proof of All Directors/Partners/Individual/Proprietor**  | **--** |  |
| a | Minimum 10th standard pass or equivalent examination recognised by Government. |  |  |
| b | Signed by Director/Partner/Individual/Proprietor of Authorised Person |  |  |
| c | Should be stamped & signed by trading member authorized signatories as per as per the records available with the Exchange |  |  |
| d | In case the name of the Authorised Person is not as per the submitted application please ensure that supporting documents like certified true copy of gazette notification / Marriage Certificate/ Affidavit is submitted. |  |  |

**Annexure - A**

# APPLICATION FOR APPROVAL AS AUTHORISED PERSON

(On the Letterhead of the Member)

To,

Membership Department

Indian Commodity Exchange Limited (ICEX)

Reliable Tech Park, 403-A, B-Wing,

4th Floor, Thane-Belapur Road,

Airoli (E), Navi Mumbai – 400708

Dear Sir/ Madam

I/We am/are a member of ICEX having SEBI Registration No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Member id:\_\_\_\_\_\_\_\_\_\_\_\_\_ allotted by ICEX.

I/We am/are desirous of appointing the following entity as my/our Authorised Person in accordance with the directives/guidelines issued by the commission and further to the relevant circular (s) issued by Exchange in this regard. We further confirm that the said application for the appointment of Authorised Person is in compliance with the said circular and the directives of Securities & Exchange Board of India. We hereby undertake to comply with such requirements as may be prescribed by ICEX/SEBI from time to time.

The details of the proposed Authorised Person are as follows:

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Particulars** | **Required Details** |
| 1 | Applicant Name of proposed Authorised Person(in capitals -expand all initials) :  |  |
| 2 | Trade Name of Proposed Authorised Person *(Block Letters)*  |  |
| 3 | Constitution: (Individual/Partnership/LLP/Body Corporate)  |  |
| 4 | Nationality |  |
| 5 | Date of Incorporation/Registration (In case of Partnership/LLP/Body Corporate)  |  |
| 6 | Date of birth in case of Individual / Proprietor |  |
| 7 | **Office Address Details\***  |  |
| Address Line 1:  |  |
| Address Line 2:  |  |
| Address Line 3:  |  |

|  |  |  |
| --- | --- | --- |
|  | City: |  |
|  | State: |  |
| Pin code: |  |
| Telephone no with STD code:  |  |
| Fax No: |  |
| Email Address:  |  |
| Mobile No.  |  |
| Website, if any: |  |
| 8 | Name and designation of the Contact Person in Authorised Person’s office\* :  |  |
| 9 | Income Tax Permanent Account No. (PAN) of Authorised Person  |  |
| 10 | Details of Infrastructure of Authorised Person\*: Is office **owned / rented:**  |  |
| Area (in sq. ft):  |  |
| Details of manpower (if any):  |  |
| Details of other infrastructure available(if any):  |  |
| Connectivity Details (VSAT / Leased Line / Internet): |  |

**\* Similar details to be provided location-wise in separate annexure, in case Authorised Person has been assigned more than one branch.**

I/We Mr. / M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Member) of the Exchange hereby recommends the above mentioned applicant as authorised person.

I/We hereby submit the following documents with respect to the appointment of authorised person:

**Date: For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Member)**

**Place:**

 **(Signature, Name & Designation)**

***(To be signed only by Proprietor/ Managing Partner/ Designated Director/ authorised signatory as on the records of the Exchange)***

**Annexure - B**

**Undertaking from the Member**

(On the letterhead of the member)

I/We Mr./Ms./M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the member)* hereby confirm/undertake that:

1. The person proposed to be appointed by me/us as Authorised Person meets all the conditions laid down by the SEBI and/or Exchange,

2. Mr. / Ms. / M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(trade name of the Authorised Person)* has necessary infrastructure like adequate office space, equipment and manpower to effectively discharge the activities on my/our behalf.

3. Mr. / Ms. / M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(trade name of the Authorised Person) or any of its director/partner* is not a member or authorised person of any of the member of the Exchange or director/partner of any authorised person of the Exchange,

4. We shall audit the records of the Authorised Person to ensure that it complies with all Rules, Byelaws, Regulations, directions and circulars issued by the Exchange from time to time,

5. We agree and bind myself/ourselves to be responsible for all deals, acts of commission and omission, quotations made and transactions effected, if any, by / through Mr. / Ms. / M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(trade name of the Authorised Person)* and shall be responsible for all acts of omission and commission of authorised persons(s) and/or their employees, including liabilities arising there from,

6. I/ We shall ensure the settlement and honour of all the deals entered into by us as the member of the exchange which orders/deals may have originated from Mr. / Ms. / M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(trade name of the Authorised Person)* whom we are recommending to ICEX to be accorded recognition as our authorized person,

7. Mr. / Ms. / M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(trade name of the Authorised Person)* and its directors / partners have good reputation and character and has not been convicted of any offence involving fraud or dishonesty,

8. The Authorised Person shall not receive or pay any money or commodities in its own name or account and all receipts/payments of commodities and funds shall be in our name or account.

9. If any trading terminal is provided by us to the Authorised Person, the place where such trading terminal is located shall be treated as our branch office,

10. We shall display at each branch office additional information such as particulars of Authorised Person in charge of that branch, terms and conditions of his appointment, time lines for dealing through authorised person, etc., as may be specified by the Exchange,

11. We shall notify changes, if any, in the authorised person to all registered clients of that branch at least thirty days before the change.

12. In case of any change in partners/ directors, change in shareholding/sharing pattern of the Authorised Person, we shall intimate the Exchange of the details of the proposed change at least 30 days in advance in the format prescribed by the Exchange.

13. In case of any change in status and /or constitution of the Authorised Person, we shall intimate the Exchange of the details of proposed change and submit all the documents of the proposed change at least 30 days in advance in the format prescribed by the Exchange.

14. We shall conduct periodic inspection of branches assigned to Authorised Persons and records of the operations carried out by them. The copies of such inspection reports will be retained by us as record for inspection of ICEX and/or SEBI, if required.

15. The client shall be registered with us directly. The funds and commodities of the clients shall be settled directly between us and client and all documents like contract note, statement of funds and commodities would be issued to client by us. Authorised person will only provide administrative assistance in procurement of documents and settlement, but shall not issue any document to client in its own name. No fund/commodities of clients shall be deposited / transferred / credited into any account of authorised Person.

16. On noticing irregularities, if any, in the operations of authorised Person, we shall seek withdrawal of approval, withhold all moneys due to authorised Person till resolution of client grievances, alert clients in the location where authorised person operates, file a complaint with the police, and take all measures required to protect the interest of clients and market.

17. I/We shall ensure that no orders are executed by authorised Person before all documents as prescribed by the Exchange/commission as the case may be, including Member Constituent Agreement, Client Registration Form and Risk Disclosure Documents are obtained from each such client.

18. I/We ensure that Unique Client Code (UCC) shall be uploaded by us and authorised Person will not be given any rights to create/allot such UCC to any client.

19. I/We undertake to provide such information / documents as mentioned in 17 and 18 above during my / our audit / inspection or as and when required by Exchange or the Commission.

20. I/We shall ensure that authorised Person shall admit or introduce clients and accept orders from the clients on their behalf only after execution of the agreement between authorised person and us.

21. I/We hereby confirm that the Individual/partners/directors/ shareholders of the M/s. \_\_\_\_\_\_\_\_\_ (name of Authorised Person) are neither suspended nor barred by any of the Stock / Commodity Exchanges for a period of more than six continuous calendar months.

**Date: For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Member)**

**Place:**

**(Signature, Name & Designation)**

**Annexure - C**

**Undertaking from the Authorised Person**

(On the letterhead of the Authorised person)

I/We Mr./Ms./M/s. \_\_\_\_\_\_\_\_\_\_\_\_­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the applicant)* had applied for appointment as Authorised Person of the Exchange through member, M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(name of the member)*. In this regard, I/We hereby confirm/undertake that:

1. I/We and our Partners/Directors have not been suspended / barred by any of the Stock / Commodity Exchange for a period of more than six continuous calendar months.

2. I/We and our Partners/Directors have not been convicted for any offence in the past and presently not under trial for any offence involving fraud and dishonesty.

3. I/We will deal directly with investors and not through any other authorised person on appointment with exchange.

4. I/We and our Partners/Directors are neither an Authorised Person of any other member of the Exchange and nor has/have applied for appointment as Authorised Person with any other member of the Exchange.

5. I /We or any of our Partners/Directors not a member of the Exchange or director/partner of any other member / authorised person of the Exchange.

6. I /We ensure that we shall not receive or pay any money or commodities in own name or account and all receipts/payments of commodities and funds shall be in Member’s name or account,

7. In case of change, in Partners/Directors/change in shareholding/sharing pattern, we shall intimate the Member with the details of the proposed change at least 45 days in advance in the format prescribed by the Exchange.

8. In case of change in status and /or constitution, we shall intimate the Member with the details of proposed change and all the documents at least 45 days in advance in the formats prescribed by the Exchange.

I/We declare that the information given above is true and any misstatement or misrepresentation or suppression of facts in connection with the above undertaking may entail rejection of our application for / cancellation of Authorised Person at any time.

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

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **\*\* Name & Signature of Authorised Person**

***\*\* Should be signed by Individual/ All partners / All Directors/******Member of Managing Committee / Governing Body/Directors of Co-operative Society/ of the proposed Authorised Person.***

**Annexure-D**

(On the letter head of Authorised Person)

Details of Individual/ Partners/Directors OF M/S. Mr/Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *(APPLICANT AUTHORISED PERSON’S NAME*) AS ON \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sr. No** | **Name of Applicant** | **Father Name** | **Date of Birth** | **PAN** | **Qualifi****cation** | **Residential Address** | **Contact Number** | **Email Address** |
| 1 |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |

**NOTE:**

1. All initials to be expanded

 (full name to be indicated)

**Date:**

**Place:** **Signature of Individual/Partner/Director/**

 **With Stamp of the Authorised Person**

**CERTIFICATE**

This is to certify that the details of partner/director in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction.

For (Name of Certifying Firm)

Name of the Partner/Proprietor

Chartered Accountant / Practicing Company Secretary

Membership Number

UDIN:

Date:

**Please paste self-attested photographs of the Individual / partners / directors duly signed across:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

 **For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Member)**

**Date:**

**Place:**

 **(Signature, Name & Designation)**

***(To be signed only by Proprietor/ Managing Partner/ Designated Director/ authorised signatory as on the records of the Exchange)***

**Annexure - E**

**(Share Holding Pattern for Corporate/ Limited/ Private Limited)**

(On the letter head of Authorised Person)

Shareholding Pattern of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of Authorised Person) as on \_\_\_\_\_ (date) Paid up \_\_\_\_\_\_\_\_\_\_\_\_\_ Rs. Face value of each equity share\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Rs.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No** | **Name of Shareholders** | **Number of shares held** | **Amount Paid up (Rs)** | **Percentage of total (%)** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| **Others** |  |  |  |  |
| **Total** |  |  |  |  |

Date:

Place:

**Signature(s)**

**Name of Director(s)**

**With Stamp of the Authorised Person**

**CERTIFICATE**

This is to certify that the Shareholding in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction. Further, we confirm that there is no foreign shareholding in the said entity.

Date: For (Name of Accounting Firm)

Place:

Signature

Name of Partner/Proprietor/

Chartered Accountant

Membership Number

UDIN

Rubber Stamp

***🟋 (In case of change of shareholding of Authorised Person, AP shall intimate details of the proposed change at least 45 days in advance to member in the above mentioned format)***

**Annexure-F**

**(For Partnership /Limited Liability Partnership Firms)**

(On the letter head of Authorised Person)

Sharing Pattern of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of Authorised Person) as on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (date)

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr. No** | **Name of the Partners** | **Capital in the firm (Rs)** | **Share in Profits (%)** |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |
| **Total** |  |  |  |

**Partner: Mr. / Ms. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Date:

Place:

**Signature(s)**

**Name of Partner(s)**

**With Stamp of the Authorised Person**

**CERTIFICATE**

This is to certify that the Capital and Sharing Pattern of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as given above, based on my/ our scrutiny of the books of accounts, records and documents is true and correct to the best of my/our knowledge and as per information provided to my/our satisfaction. We confirm that there is no foreign holding in the said entity.

Date: For (Name of Accounting Firm)

Place:

Signature

Name of Partner/Proprietor/

Chartered Accountant

Membership Number

UDIN:

Rubber Stamp

***🟋 In case of change in sharing pattern of Authorised Person, AP shall intimate details of the proposed change at least 45 days in advance to member in the above mentioned format.***

**Annexure-G**

**To be stamped as per the provisions applicable under the relevant State Stamp Act.**

**AGREEMENT BETWEEN MEMBER AND AUTHORISED PERSON**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_ at between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Member of Indian Commodity Exchange Limited **(hereinafter referred to as “ICEX”)**, ordinarily carrying on business of dealing in commodities derivatives contracts in the name and style of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **(hereinafter referred to as "the Member")** and having his/its office/registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (address), 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 entity, 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.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a individual/partnership firm/LLP/body corporate desirous of providing access to ICEX as an agent of the Member in the Commodities derivatives contracts in the name and style of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as "the Authorised Person".) and having his/its office/registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(address), 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 entity, 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,**

1. Securities and Exchange Board of India has permitted registered **Members** of Commodity Exchanges to provide access to clients through **Authorised Persons**.

2. The **Member** is registered with ICEX under member code \_\_\_\_\_\_\_\_\_\_ and SEBI Registration number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

3. The **Authorised Person** is desirous of affiliating with the registered **Member** of ICEX to provide access to ICEX trading platform.

4. The Member has satisfied itself about the eligibility criteria, infrastructure requirement, conditions of appointment of the Authorised Person as stipulated by SEBI and ICEX from time to time and therefore has agreed to the request of the Authorised Person. Further, the **Member** also undertakes to fulfill the obligations as mentioned under clause (7) of Annexure-I in the Regulatory Framework for Market Access through Authorised Person Annexed with the circular No. MIRSD/DR-1/Cir-16/09 dated November 06, 2009 or such obligations for the members as may be prescribed by SEBI/ICEX from time to time.

5. As per the circular under reference, the Member and **Authorised Person** shall enter into written agreement(s) in the form(s) specified by Exchange which would inter-alia cover scope of the activities, responsibilities, confidentiality of information, commission sharing, termination clause, etc;

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1.** **SCOPE OF THE ACTIVITIES**

(a) The **Member** and the **Authorised Person** shall act as per the requirements specified by SEBI and ICEX in its circulars / directives issued from time to time.

(b) The **Authorised Person** hereby acknowledge and confirm that the Authorised Person is entitled to act as a **“Authorised Person”** within the meaning as specified in the circular of the Exchange and circulars/directives issued by SEBI and ICEX from time to time.

(c) The client shall be registered with the Member only. The funds, monies, commodities or warehouse receipts, of the clients, as the case may be shall be settled directly between Member and client and all documents like contract note, statement of funds and commodities would be issued to client by the Member. The Authorised person may provide only administrative assistance in procurement of documents and settlement, but shall not issue any document including contract notes, statement of funds and commodities, to client in its own name. No funds/commodities of the clients shall go to the account of Authorized Person.

(d) All acts of omission and commission of the Authorized Person shall be deemed to be of the Member.

**2**. **RESPONSIBILITES/OBLIGATIONS OF THE AUTHORISED PERSON**

(a) The Authorised Person shall not commit transactions through the Member in excess of the amount mutually agreed upon in writing from time to time.

(b) The Authorised Person shall receive his remuneration - fees, charges, commission, salary, etc. - for his services only from the Member and he/it shall not charge any amount from the clients.

(c) The Authorised Person shall inform the Member of any proposed change in directors, change in its status and constitution, change in shareholding/sharing pattern along with the details of the proposed changes at least 45 days in advance in the format prescribed by the Exchange.

(d) The Authorized Person shall not receive or pay any money or commodities in its own name or account. All receipts and payments of commodities and funds shall be in the name or account of Member.

(e) The Authorised Person shall not issue any documents like contract notes, statement of funds/commodities to the clients in its own name.

(f) The Authorised Person agrees that the Member and ICEX would be entitled to establish any other additional control that it desires to ensure safe and secure dealing of clients with the Authorised Person.

(g) The Authorised Person shall permit the Member, ICEX and/or SEBI to conduct inspection of the branch where the terminals are located and records of the operations carried out by the Authorised Person.

**3. RIGHTS, RESPONSIBILLITES/OBLIGATIONS OF THE MEMBER**

(a) The Member shall be solely responsible for all acts of omission and commission of the Authorised Person and/or their employees, including liabilities arising there from. However, between Member and the Authorised Person, the parties shall be responsible to each other for their acts, omission and negligence if any**.**

(b) The Member shall ensure that Authorised Person is permitted to admit or introduce clients and accept orders from the clients on their behalf only after execution of the agreement.

(c) The Member shall maintain a separate record including accounts in respect of the dealings in commodities entered into on behalf of the individual client’s dealing, with bifurcation showing the details routed through the Authorised Person.

(d) The Member shall ensure that no orders are executed at Authorised person’s end before all documents as prescribed by the Exchange or the Commission, as the case may be, including Member-Constituent Agreement, Client Registration Form and Risk Disclosure Document are obtained from each such client.

(e) The Member shall be responsible for uploading of the details pertaining to unique client code (UCC). Further the Authorised Person cannot create or allot unique client code to any client.

(f) The Member shall treat the office provided to Authorised Person as branch in case trading terminal(s) is/are provided to the Authorised Person.

(g) The Member shall display at the branch office additional information such as particulars of the Authorised Person in charge of that branch, terms and conditions of its appointment, time lines for dealing through Authorised Person, etc., as may be specified by ICEX/ SEBI from time to time.

(h) The Member shall notify changes, if any, in the Authorised Person to all registered clients of that branch at least 15 days before such change.

(i) On noticing irregularities, if any, in the operations of the Authorised Person, the Member shall be entitled to seek withdrawal of approval, withhold all moneys due to Authorised Person till resolution of client grievances, alert clients in the location where Authorised Person operates, file a complaint with the police, and take all measures required to protect the interest of clients and market.

(j) The Member shall be entitled to conduct periodic inspection of branch/branches assigned to the Authorised Person and records of operations carried out by the Authorised Person. The copies of such inspection shall be kept by the Member for inspection by ICEX and/ or SEBI, if required.

(k) The Member shall be entitled to audit the records of the Authorised Person to ensure that it complies with all Byelaws, Rules, Regulations, directions and circulars issued by the Exchange from time to time.

(l) The Member shall intimate ICEX if any change in status and/or constitution, including change in partners/ directors, change in shareholding/sharing pattern/ Member of Managing Committee / Governing Body/Directors of Co-operative Society/ of Authorised Person along with the details of the proposed change at least 30 days in advance in the format prescribed by the Exchange.

(m) The Member shall provide such information / documents as mentioned in 3 (d) and 3(e) above during their audit / inspection or as and when required by Exchange or the SEBI

**4. SHARING OF COMMISSION**

The Authorised Person shall receive such remuneration - fees, charges, commission, salary, etc. - for his services only from the Member as may be mutually agreed between the Authorised Person and the Member from time to time and shall not charge any amount under whatever head from the clients of the Member.

**5. TERM AND TERMINATION**

(a) The Member and the Authorised person agree that irrespective of the date of the Agreement, the Authorised Person will commence business only after receipt of approval granted by ICEX, continue business during currency of the approval and will stop business as an Authorised Person from the date of withdrawal of approval by ICEX.

(b) The Member and the Authorised Person 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 party at its respective address mentioned above. Where the Member has terminated his/its agreement with the Authorised Person, the Member shall inform ICEX simultaneously whenever notice for such termination is issued.

(c) This Agreement shall forthwith stand terminated-

* if the Member for any reason ceases to be a member of ICEX including by cessation of membership by reason of the Member's, death, resignation, expulsion or having being declared a defaulter;
* upon the demise/insolvency of the Authorised Person or the withdrawal of his/its approval with ICEX.
* ICEX on being satisfied that the continuation of Authorised Person is detrimental to the interest of clients or commodities market or the Authorised Person at a subsequent date becomes ineligible under relevant regulation (s) of the Regulations of the Exchange and also Circulars issued by ICEX/SEBI from time to time.

(d) In the event of withdrawal of the Authorised Person approval, the Member shall ensure that clients/general public is informed about cancellation of appointment of the Authorised Person. A public advertisement to that effect shall be required to be issued by the Member in a local newspaper where the Authorised Person’s registered office, Head Office/Corporate office is situated and another in English daily newspaper with wide circulation, at least 15 days prior to termination of such agreement with Authorised Person. Copy (ies) of such advertisement should also be retained by the Member for its record.

**6. DISPUTES**

(a) If any dispute arises between the Member and the Authorised Person, the same shall be settled as per the dispute resolution mechanism in accordance with the Rules, Bye-laws and Regulations Rules of ICEX and or SEBI or circulars as may be issued from time to time by ICEX.

(b) Dispute between a client and an Authorised Person shall be treated as dispute between the client and the Member and the same shall be submitted for redressal to the Investor Grievance Cell/Arbitration mechanism of ICEX and will be dealt in accordance with the Rules, Bye-laws and Regulations of ICEX or circulars as may be issued from time to time by ICEX.

**7. GENERAL**

**(a)** **Confidential**

The Parties shall keep confidential all information pursuant to this Agreement and save and except which may be required to be disclosed under law or on need to know basis. The disclosing Party shall inform the other concerned Party(ies) of receipt of any suchcommunication/notice/intimation requiring such disclosure to enable the concerned Party(ies) to take appropriate action, if required.

**(b)** **Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors.

**(c)** **Force Majeure**

Neither party shall be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure Event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. “Force Majeure Event” means any event

**(d) Variation**

The Agreement shall not be altered, amended and/or modified by the Parties in a manner that shall be in a contravention of any other provisions of this Agreement.

**(e) Severability**

If any provision of this Agreement is agreed by the parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or decision or such earlier date as the Parties may agree.

**(f)** **Interpretation**

In this Agreement, unless otherwise stated: - Words in the singular shall include the plural and vice versa; The headings in this Agreement are for convenience only and are not intended to have any legal effect; and Words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**(g) Waiver**

A failure by either party to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

**(h) Governing law and jurisdiction**

The construction, validity and performance of this Agreement shall be governed in all respects by the laws of India. The parties hereby submit to the exclusive jurisdiction of the Courts at Mumbai.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on . **Date** **Month** **Year**

**For \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Member)**

**(Signature, Name & Designation)**

*🟋 (Should be signed only by individual / proprietor / karta / managing partner / designated director as the case may be or the authorised signatory as on the records of the Exchange)*

Signed for and on behalf of the Member

**Witness1: Witness2:**

Signature: Signature:

Name: Name:

Address: Address:

**Name of Authorised Person (AP)**

**(Signature of Authorised Person)**

*🟋 (Should be signed by Individual / Partner / Director/ Member of Managing Committee/ Governing Body/ Directors of co-operative Society of the proposed Authorised Person)*

**Witness1: Witness2:**

Signature: Signature:

Name: Name:

Address: Address: