

**Modified Annexure - XIII of Business Rules**

**RISK DISCLOSURE DOCUMENT  
(Business Rule 27 (c))**

**THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE CONSTITUENT/ CLIENT BEFORE ENTERING INTO COMMODITY FUTURES CONTRACTS/ DERIVATIVES MARKET/ TRADING AND SHOULD BE READ IN CONJUNCTION WITH CLIENTS'/ CONSTITUENTS'/ INVESTORS' RIGHTS & OBLIGATIONS, BYE LAWS, RULES AND BUSINESS RULES OF THE MULTI COMMODITY EXCHANGE OF INDIA LTD. (MCX).**

MCX/Forward Markets Commission (FMC) does not singly or jointly, expressly or impliedly, guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure documents nor has MCX/FMC endorsed or passed any merits of participating in the Commodity Derivatives market/trading. This brief statement does not disclose all of the risks and other significant aspects of trading. You should, therefore, study derivatives trading carefully before becoming involved in it.

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 investment in commodity futures contracts/ derivatives or other instruments traded on the Commodity Exchange(s), 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 MCX and suffer adverse consequences or loss, you shall be solely responsible for the same and MCX its Clearing House and/ or Forward Markets Commission shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take the 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 The Constituent/ Client shall be solely responsible for the consequences and no contract can be rescinded on that account.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 commodity derivatives being traded on MCX.

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

MCX 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 member of the MCX and/ or third party based on any information contained in this document. Any information contained in this document must not be construed as business advice/investment 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 involved in the trading of Commodity Futures Contracts and other Commodity Derivatives Instruments on the Multi Commodity Exchange (MCX).**

**i. Risk of Higher Volatility**

a. Volatility refers to the dynamic changes in price that commodity derivative contracts undergo when trading activity continues on the Commodity Exchange. Generally, higher the volatility of a commodity derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded commodity derivatives contracts than in actively traded commodities/ 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 real losses.

**ii. Risk of Lower Liquidity**

a. Liquidity refers to the ability of market participants to buy and/ or sell commodity derivative contract expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the number 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 commodity derivatives contracts swiftly and with minimal price difference and as a result, investors are more likely to pay or receive a competitive price for commodity derivative contracts purchased or sold. There may be a risk of lower liquidity in some commodity derivative contracts as compared to active commodity derivative contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be execute at all.

b.. Buying/ Selling without intention of giving and/ or taking delivery of certain commodities may also result into losses, because in such a situation, commodity derivative contracts may have to be squared-off at a low/ high prices, compared to the expected price levels, so as not to have any obligation to deliver/ receive such a commodities.

**iii. Risk of Wider Spreads**

a. Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a commodity derivative and

immediately selling it or *vice versa*. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid commodities/ commodity derivatives contracts. This in turn will hamper better price formation.

**iv. Risk-reducing orders**

a. Most of the Exchanges have a facility for investors to place “limit orders”, “stop loss orders” etc. Placing of such 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.

b. 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 commodity derivatives contract.

c. A “limit” order will be executed only at the “limit” price specified for the order or a better price. However, while the constituent/client received price protection, there is a possibility that the order may not be executed at all.

d. A stop loss order is generally placed "away" from the current price of a commodity 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 contract approaches 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 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.

**v. Risk of News Announcements**

a. Traders/Manufacturers make news announcements that may impact the price of the commodities and/or commodity derivatives contracts. These announcements 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 commodity/ commodity derivatives contract.

**vi. Risk of Rumours**

a. Rumours about the price of a commodity at times float in the market through word of mouth, newspaper, websites or news agencies, etc., the investors should be wary of and should desist from acting on rumours.

**vii. System Risk**

- a.** 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.
- b.** 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 execution of order and its confirmation.
- c.** 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 commodity due to any action on account of unusual trading activity or price hitting circuit filters or for any other reason.

**viii. System/ Network Congestion**

- a.** Trading on MCX is in electronic mode, based on satellite/ leased line 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 the control of 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. As far as Futures Commodity Derivatives are concerned, please note and get yourself acquainted with the following additional features:-**

**Effect of "Leverage" or "Gearing":**

- a.** The amount of margin is small relative to the value of the commodity derivatives contract so the transactions are 'leveraged' or 'geared'. Commodity Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the principal investment amount. But transactions in commodity derivatives carry a high degree of risk. You should therefore completely understand the following statements before actually trading in commodity derivatives contracts and also trade with caution while taking into account one's circumstances, financial resources, etc.
- b.** Trading in Futures Commodity Derivatives involves daily settlement of all positions. Every day the open positions are marked to market based on the closing price. If the closing price has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This margin will have to be

paid within a stipulated time frame, generally before commencement of trading on the next day.

**c.** If you fail to deposit the additional margin by the deadline or if an outstanding debt occurs in your account, the Member of the Exchange may liquidate/square-up a part of or the whole position. In this case, you will be liable for any losses incurred due to such square-up/ Close Outs.

**d.** Under certain market conditions, an Investor may find it difficult or impossible to execute the 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.

**e.** Steps, such as, changes in the margin rate, increase in the cash margin rate etc. may be adopted in order to maintain market stability. These new measures may be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

**f.** You must ask your Member of the Exchange to provide the full details of the commodity derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

### **3. General**

#### **i. Deposited cash and property:**

You should familiarize yourself with the protections accorded to the money or other property you deposit particularly in the event of a firm become insolvent or bankrupt. 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 of the Exchange, the same shall be subject to arbitration as per the Rules, Bye-laws and Business Rules of the Exchange.

#### **ii. Commission and other charges:**

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

**iii.** For rights and obligations of the clients, please refer to *Appendix 1 enclosed with this document*.

**iv.** The term 'Constituent' shall mean and include a Client, a Customer or an Investor, who deals with a member for the purpose of trading in the commodity derivatives through the mechanism provided by the MCX.

- v. The term 'member' shall mean and include a Trading Member or a Broker, who has been admitted as such by MCX and got a Unique Member Code from FMC.

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

Client's Signature

(If Partner, Corporate, or other Signatory, then attest with firm/ company seal.)

Date : ..... (dd/mm/yyyy)

Station:

**Appendix – 1 of Annexure XIII of Business Rules**

**INVESTORS' RIGHTS AND OBLIGATIONS**

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 commodity derivatives market or the member becomes insolvent or bankrupt.
2. Please ensure that you have a documentary proof of having made the deposit of such money or property with the member, stating towards which account such money or property deposited.
3. 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.
4. Furnish all such details in full as are required by the member as required in "Know Your Clients" 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 the Exchange at any time, as is available with the investor.
5. Execute a Member-Client agreement in the form prescribed by the Exchange.
6. Ensure that a contract note is issued to you by the member in the prescribed format which contains the details of transaction(s). Verify that the contract note contains details of order number, trade number, trade time, trade price, trade quantity, and client code allotted to you and showing the brokerage separately. Contract notes are required to be issued by the member to the investors within 24 hours from the close of trading hours when the trade is executed. Member may also issue digitally signed contract note in electronic form at your request subject to the compliance of all the provision of IT Act, 2000 or in hard copy.
7. Facility of trade verification is available on the MCX website ([www.mcxindia.com](http://www.mcxindia.com)) where details of trade as mentioned in the contract note may be verified up to seven days from the date of execution of the trade.
8. Ensure that payment/ delivery of warehouse receipts is given well in advance to the member prior to the date of pay-in announced by the Exchange or its Clearing Corporation/Clearing House. Payment should be made only by account payee cheque in favor of the member and receipt or acknowledgement towards what such payment is made and receipt/ acknowledgement for warehouse receipts delivered to the member, be obtained from the member. Delivery of warehouse receipts in demat, is made to the pool account of the member rather than to the beneficiary account of the member. In case pay-out of money is not received within 48 hours after pay-out announced by Exchange or its Clearing House/ Clearing Corporation, please follow-up with the concerned member for its release. In case, pay-out is not released as above from the member within five working days, ensure that you lodge a complaint immediately with the Investor Grievances Division of the MCX.
9. Every member is required to send a complete periodical 'Statement of Accounts', for both

funds and commodities settlement to each of his/her/its clients, at such period 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 Investor Grievances Division of the MCX without delay.

10. In case of a complaint against Member, you should address the complaint to the office as may be specified by the MCX from time to time.
11. In case, where a member surrenders his/her/its membership, Member gives a public notice inviting claims, if any, from investors. In case of a claim relating to "transactions executed on the trading system of the MCX, ensure that you lodge a claim with MCX or its Clearing Corporation/ Clearing House within the stipulated period and with the supporting documents.
12. In case, where a member is declared a defaulter or expelled from membership, MCX gives a public notice inviting claims, if any, from investors. In case of a claim, relating to transactions executed on the trading system of the MCX, ensure that you lodge a claim with MCX within the stipulated period and with the supporting documents.
13. Claim against a Defaulter/ Expelled Member found to be valid as per the prescribed relevant Rules/Bye-laws of the Exchange and Guidelines of the Investors' Protection Fund (IPF), the Relevant Authority of the Exchange/Committee will disburse the amount of compensation from the IPF to the extent of maximum amount fixed by the Exchange or the actual claim amount, whichever lower. The balance claim amount if any shall be paid on pro-rata basis out of the amounts realized by the Exchange from the assets vested with the relevant authority/ Committee of the Exchange, if the amount realized from the assets is inadequate.
14. In case of any claim, difference or dispute between you and the member arising out of or in relation to trades, contracts and transactions, the same shall be taken-up with the Member directly for conciliation with or without intervention of the Exchange. If the said claim, difference or dispute persists, you may refer the same to arbitration in accordance with the provisions of the Rules, Bye-laws and Business Rules of the Exchange within 6 months from the date of last transaction or delivery or payment effected between you and the member.