

RISK DISCLOSURE DOCUMENT CUM UNDERTAKING

THIS DOCUMENT SHOULD BE READ BY EACH AND EVERY PROSPECTIVE PARTICIPANT BEFORE ENROLLING AS A PARTICIPANT OF NCDEX e MARKETS LIMITED (NeML).

(A) RISK DISCLOSURE DOCUMENT

NeML has not passed the merits of participating on the NeML trading platforms but has passed the adequacy or accuracy of this disclosure document. This brief statement does not disclose all of the risks and other significant aspects of trading on NeML trading platforms.

- (1) NeML is only acting as a service provider for the buying and selling of the Goods as contemplated in the respective trade. By entering into the trade, the PARTICIPANT acknowledges that NeML shall not be held responsible for any loss that he/she/they may suffer as a consequence of the trade or non-adherence of any of these terms and conditions by any party.
- (2) NeML and/or its employees, representatives, affiliates or directors provides no guarantee of profit or of avoiding losses when trading.
- (3) The PARTICIPANT should undertake the transactions/trades only if it understands the nature of the contracts (and contractual relationships) into which the PARTICIPANT is entering and the extent of the PARTICIPANT's exposure to risk. Before the PARTICIPANT begins to trade, he/it should make himself/itself aware of the charges, fees and other charges for which it will be liable as these charges may affect the PARTICIPANT's net profit (if any) or will increase its loss. The PARTICIPANT should carefully consider whether trading is appropriate for it in light of his experience, objectives, financial resources and other relevant circumstances including risk assessment and anticipation awareness. In case of any adverse consequences or loss resulting from execution of contracts, NeML or any other authority shall not be responsible and no PARTICIPANT shall allege that no adequate disclosure was made.
- (4) NeML does not advise any PARTICIPANT about the merits of a particular transaction or give him any form of investment advice and the PARTICIPANT acknowledges that the services do not include the provision of investment advice in the underlying commodities. The PARTICIPANT is aware that he/it is entering into transactions at its sole discretion and take relevant decisions based on his own judgement. The PARTICIPANT represents that he/it has sufficient knowledge, market sophistication, professional advice and experience to make his/its own evaluation of the merits and risks of any transaction. NeML gives no warranty as to the suitability of the products traded and assumes no fiduciary duty in its relations with the PARTICIPANT.

- (5) The PARTICIPANT shall be solely liable to duly apprise himself/himself of any legal, tax or other matters relating to any transaction. The PARTICIPANT should seek independent expert advice if he is in any doubt as to whether he may incur any tax liabilities.
- (6) NeML offers electronic trading facilities, which are computer-based systems for order routing, execution, matching, registration or clearing of contracts. As with all facilities and systems, they are vulnerable to temporary disruption or failure. The PARTICIPANT's ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, and/or NeML. Such limits may vary and the PARTICIPANT must make itself aware of details in this respect. NeML shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment of the PARTICIPANT or any failure of network connectivity. NeML shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. with respect to access to the NeML trading system.
- (7) NeML shall not be responsible or liable for payment of any outstanding amount of the Buyer and that the Seller shall have no remedy against NeML, its directors, officers and employees for non-payment by the Buyer.
- (8) NeML may, from time to time and at its discretion, provide the PARTICIPANT directly or through its circulars or newsletters which it may post on its website or provide to subscribers via its website or the trading platform or otherwise) with information, recommendations, news, market commentary or other information but not as a service. Where it does so,
- NeML gives no representation, warranty or guarantee as to the accuracy, correctness or completeness of such information or as to the tax or legal consequences of any related transaction,
 - the information does not amount to investment advice or financial promotions
 - if the document contains a restriction on the person or category of persons for whom that document is intended or to whom it is distributed, the PARTICIPANT agrees that he will not pass it on to any such person or category of persons,
 - The PARTICIPANT accepts that prior to despatch, NeML may have acted upon it itself to make use of the information on which it is based. NeML does not make representations as to the time of receipt by the PARTICIPANT and cannot guarantee that he will receive such information at the same time as other PARTICIPANTS.
 - It is understood that circulars, guidelines, market commentary, news, or other information provided or made available by NeML are subject to change and may be withdrawn at any time without notice.

- (9) Rumors about agri or non agri commodities at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The PARTICIPANT understands that he/it should be wary of and should desist from acting on rumors.
- (10) The PARTICIPANT should familiarize itself with the methodology, process and provisions with which the deposited money, in form of cash, fees, margins, security deposits, transaction charges or for any other means, is handled by NeML in general and specifically should make itself aware of the events in which the deposited money in any form would be lost, eroded, forfeited or lien marked. In case of any dispute with the PARTICIPANT, the same shall be subject to dispute resolution process as stipulated in the contract or in absence of the same, as stipulated by NeML from time to time.
- (11) NeML shall be entitled to forfeit any and all the funds, amounts, deposits or other sums available with NeML and due to the PARTICIPANT or lying to the credit of the PARTICIPANT in such events or contingencies as may be stipulated in the terms and conditions subject to which any commodity has been offered for trading or as may be decided by NeML from time to time;
- (12) The PARTICIPANT may be barred, suspended or terminated, permanently or temporarily by NeML on its own or as per instructions received in this regard, with or without assigning any reasons, with or without issuing prior notice, at any point of time from participating in trading activities in the following scenarios in which case the decision of NeML shall be final and binding, as under:
- Default of PARTICIPANT vis-à-vis payment obligation, default, delivery default or default in submitting margins, security deposit or performance guarantee or any other default in fulfilling their trade obligations for trades;
 - Non-Payment of Fees, or any other charges prescribed by NeML;
 - The conduct of the PARTICIPANT is such which in the opinion of NeML is detrimental or harmful to trades conducted by NeML and/or to the market at large or to trading activities;
- (13) In case of a Force Majeure event such as acts of sabotage, acts of God, earthquake, subsidence, flood, tempests, pandemic, epidemics, quarantine restriction; serious industrial disputes, strikes or lockouts, fires, explosions, shipwrecks, civil war, war or hostilities whether declared or not, terrorism, act of the public enemy including but not restricted to block of passage, riots, interference by military authorities etc, NeML may not be in a position to arrange for the execution of PARTICIPANT'S Orders or fulfil its obligations under the contract or agreement with the PARTICIPANT. As a result, the PARTICIPANT may suffer financial loss. NeML will not be liable or have any responsibility for any type of loss

or damage arising out of any failure, interruption, or delay in performing its obligations under the contract where such failure, interruption or delay is due to such a Force Majeure event.

(B) INDEMNITY CUM UNDERTAKING

I/We agree and understand that for smooth and efficient running of NeML systems, processes and procedures, safeguarding interests of NeML and the PARTICIPANT and with an objective of risk mitigation, certain indemnities/undertakings needs to be furnished by me/us which shall be unequivocally and unconditionally agreed upon by me/us as under:

1. I/We undertake that any change in the composition of the PARTICIPANT company, firm or a body corporate, shall be promptly notified to NeML;
2. I/We shall at all times, comply with the, Circulars, Notices, Guidelines, Notifications and Instructions, present and well as future, so as to ensure continuity as a PARTICIPANT;
3. I / We shall at all times adhere to the GENERAL TERMS AND CONDITIONS and SPECIAL TERMS AND CONDITIONS pertaining to trading, clearing, settlement and risk management systems of NeML as well as all statutory and regulatory authorities, agencies and local bodies like Mandis, municipal corporations etc and shall indemnify and reimburse NeML against all liability and implications in the event of such non compliance;
4. I/We shall deal in only those goods which are not stolen / encumbered and the title to the goods is belonging to me/us.
5. I / We shall deal in only levy, cess and tax paid goods on NeML platform at all times and shall be totally responsible for adhering to local compliances of Mandi Boards and shall ensure that all its licenses are valid and subsisting at all times of his PARTICIPANTSHIP with NeML;
6. I / We undertake to comply and maintain all records, information, records, books of accounts and documents pertaining to all dealings and trades on NeML platform for such number of years as per statutory requirements and shall agree to adhere to all inspections by NeML or any authority and agree to provide all reports and data whenever called for;
7. I/We shall follow and comply with such orders whether being in the nature of a disciplinary action and/or penalty or otherwise, as may be issued by NeML, in the event of the we are found to have committed any violation of any circulars / notices/ directives prescribed by NeML or any other violation of terms and conditions subject to which any commodity has been offered for trading;
8. I/We shall pay all fees, costs, charges and expenses as prescribed by NeML from time to time;
9. I/We undertake to keep the password in strict confidence and secrecy and shall not disclose the same to any person and I/We undertake that we shall be bound by all

- transactions and trades done on the NeML trading platform by use of password and /or trading ID or user ID;
10. I/We agree and undertake that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee or otherwise, to NeML, shall be subject to a first and paramount lien for any sum due to NeML and all other claims against me/us for due fulfillment of engagements, obligations and liabilities arising out of or incidental to any dealings made subject to the terms and conditions of contracts of NeML. NeML shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of the other claims against the me/us, without any reference to the me/us;
 11. I/We shall indemnify NeML against any loss or damage including liabilities arising out of failure to comply with any or all of the Clauses of the NeML Risk Disclosure Document. Further, I/We agree and accept to indemnify and keep NeML indemnified from all the claims, losses or expenses (including but not limited to legal expenses) that NeML may incur/suffer as a result of any dispute between Buyer and Seller.
 12. I/We, hereby declare and undertake that I/We are neither been declared defaulter, barred, suspended or blacklisted by any Stock Exchange, SEBI, Commodity Exchange, APMC, nor related or associated with any other entity/person who have been declared defaulter, barred, suspended or blacklisted;
 13. I/We agree that the trade confirmation for sale of Goods shall upon dispatch of such Goods, be deemed to be an offer made by the Seller to sell the Goods and upon acceptance of delivery by the Buyer, the offer shall be deemed to have been accepted by the Buyer to buy the Goods on the Terms and Conditions mentioned in the Contract Note. Once offer is made and accepted, the Seller and Buyer shall be deemed to have entered into a valid and binding contract enforceable in the court of law.
 14. /We undertake that in case of default in payment of sale proceeds to NeML, NeML shall be entitled to initiate necessary civil and criminal legal action against the PARTICIPANT for recovery of due amount before the appropriate legal forum, though NeML is not responsible or liable for payment of any outstanding amounts of the Buyer.
 15. I/We shall provide the Buyer all necessary invoices and other documents for payment to be received from the Buyer. The PARTICIPANT agrees that any delay in payment shall attract interest @18% p.a. for the delayed period.
 16. I/We agree and understand that all claims, differences or disputes between the PARTICIPANTS interse arising out of or in relation to the trade executed through NeML Platform or anything incidental thereto or in pursuance thereof or relating to interpretation, fulfilment or the rights, obligations and liabilities of the parties thereto shall be subject to NeML's dispute resolution process. As a part of dispute resolution process, NeML shall, on a best effort basis, take steps to resolve the issues and differences between the Buyer and Seller within 60 days from date of receipt of issues and differences. In case the dispute remains unresolved or any of the Party is

unsatisfied by the decision taken by NeML, such disputes shall be referred to local courts within the jurisdiction of the either Seller, Buyer or NeML in accordance with the prevailing laws.

17. I/We agree and understand that notwithstanding anything contained above, all disputes arising out of or in connection with or in relation to any matter or deal under this trade or any matter incidental thereto to which NeML is a party or is made a party, shall be subject to the exclusive jurisdiction of the courts in Mumbai only to the exclusion of all others and all the parties concerned shall be deemed to have submitted to the jurisdiction of Mumbai Courts only.
18. I/We further acknowledge that NeML shall not take any responsibility whatsoever in connection with any disputes that may arise during the tenure of the contract. Both seller and buyer shall completely absolve NeML from any consequences resulting out of this document and further any disputes between buyer and seller shall have to be resolved by them as per dispute resolution process mentioned above.
19. I/We understands and agree that NeML may share my/our personal data and information with its business partners, affiliates and such third parties as may be deemed necessary for facilitating certain services to the PARTICIPANT. By providing assent to this document, PARTICIPANT hereby expressly agrees and authorizes NeML to share its personal information subject to adherence to the Data Protection laws under the Information Technology Act, 2000 and its amendments from time to time as well as the Rules framed thereunder. For the purpose of this Undertaking, "Data Protection Legislation" means the applicable legislation and regulations relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual including (without limitation):
 - (i) The Information Technology Act, 2000 (as amended from time to time), including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 ("Privacy Rules") and any other applicable rules framed thereunder;
and
 - (ii) Any other Applicable Laws in force solely relating to the protection of Personal Data and processing, storage, usage, collection and/or application of Personal Data or privacy of an individual. "Personal Data" shall have the same meaning as ascribed to the term 'Sensitive Personal Data or Information' under the Privacy Rules (as amended from time to time).

I/We, the Undersigned, have read and understood the above mentioned Risk Disclosure Document as well undertaking cum Indemnity provisions contained herein and agree and accept, unconditionally and unequivocally, to abide by the contents therein.

Date:

Place :

Seal and Signature