

ANNEXURE - 2

CONTRACT NOTE

Tel.no.
Tlx.no.
Fax no.

Name of the Partner/
Proprietor/Authorized Signatory Subject to exclusive jurisdiction of the courts in KATHMANDU only

CONTRACT NOTE ISSUED BY TRADING MEMBERS ACTING FOR NON-MEMBER CLIENTS AS AGENTS

Contract No:

Dealing Office address/ Tel no
/Tlx no/ Faxno.

Name of the TRADING Member
Address of the Member

DATE:

Code No. of the Trading Member:

To,
Non Member Client Name/ Code No/ Non Member Order Ref. No

Sir/ Madam,
I/ We have this day done by order and on your account the following transactions:

			Bought for you				Sold for you				
Order No.	Trade No.	Trade Time	Quantity	Price	Brokerage (Total)	Amount (Rs.)	Contract Specifications	Quantity	Price	Brokerage (Total)	Amount (Rs.)

OTHER LEVIES, IF ANY:

Brokerage has been charged as stated and has been at rates not exceeding the official scale of brokerage and indicated separately.

This contract is subject to the Rules, Bye- Laws and Regulations and usages of Nepal Derivative Exchange Limited, KATHMANDU.

This contract is subject to the exclusive jurisdiction of the Courts in KATHMANDU only.

In the event of any claim (whether admitted or not) difference or dispute arising between you and me/ us out of these transactions, the matter shall be referred to Arbitration as provided in the Rules, Bye- laws and Regulations of the Nepal Derivative Exchange Limited, KATHMANDU.

This contract constitutes and shall be deemed to constitute as provided overleaf an agreement between you and me/ us that all claims (whether admitted or not), differences and disputes in respect of any dealings, transactions and contracts of a date prior or subsequent to the date of this contract (including any question whether such dealings, transactions or contracts have been entered into or not) shall be submitted to and decided by arbitration as provided in the Rules, Bye-Laws and the provisions printed overleaf form a part of the contract

KATHMANDU.

Date :

Yours faithfully,

Trading Member of Nepal Derivative Exchange Limited.

EXTRACTS FROM THE BYELAWS & REGULATIONS PERTAINING TO ARBITRATION

(1) All claims, differences or disputes between the Trading Members *inter se* and between Trading Members and Non Member Clients arising out of or in relation to dealings, contracts and transactions made subject to the Bye-Laws, Rules and Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions and contracts have been entered into or not shall be submitted to arbitration in accordance with the provisions of these Byelaws and Regulations.

(2) In all dealings, contracts and transactions, which are made or deemed to be made subject to the Byelaws, Rules and Regulations of the Exchange, the provisions relating to arbitration as provided in these Byelaws and Regulations shall form and shall be deemed to form part of the dealings, contracts and transactions and the parties shall be deemed to have entered into an arbitration agreement in writing by which all claims, differences or disputes of the nature referred to in clause (1) above shall be submitted to arbitration as per the provisions of these Byelaws and Regulations.

(3) All claims, differences or disputes referred to in clause (1) above shall be submitted to arbitration within six months from the date on which the claim, difference or dispute arose or shall be deemed to have arisen. The time taken in conciliation proceedings, if any, initiated and conducted as per the provisions of the Act and the time taken by the Relevant Authority to administratively resolve the claims, differences or disputes shall be excluded for the purpose of determining the period of *six months*.

(4) Save as otherwise specified by the Relevant Authority, the seat of arbitration for different regions shall be as follows:

(5) Save as otherwise specified by the Relevant Authority, the seat of ARBITRATION shall be at KATHMANDU.