

APPLICATION FOR PRO-ACCOUNT ENABLEMENT AT MULTIPLE LOCATIONS

(on Member's Letterhead)

To,

Date:

MCX Stock Exchange Limited
"Exchange Square",
CTS No 255,
Suren Road, Andheri (E), Mumbai – 400093
Fax No.: 022 – 6726 9575

I/we, a Trading Member of MCX-SX, wish to **avail** of the facility of placing orders on "Pro-account" through the following trading terminals.

In this regard, I/we are furnishing the following details: -

Trading Member ID :

Name of Trading Member :

SEBI registration no :

Address of the **Default** location :

Details of **Default** location in respect of which facility of using Pro-account sought: -

Sr. No.	User id	User Name	Branch Id	Whether the user id is CTCL enabled	If Yes, whether the CTCL terminal are extended beyond the location	Vsat Id No. / MPLS-Leased Line Id No.	
						Primary	Dual Locking (if any)
				Yes/No	Yes/No		

Details of **additional** location(s) in respect of which facility of using Pro-account sought: -

Sr. No.	User id	User Name	Branch Id	Postal Address	Vsat Id No. / MPLS-Leased Line Id No.		Name and designation of the Director (s)/ Partner(s) supervising/ stationed at the location	Reason for availing pro-facility
					Primary	Dual Locking (if any)		

Yours faithfully,

Name of the Trading Member

Name & Designation of the person signed

UNDERTAKING FOR AVAILING PRO-ACCOUNT ORDER ENTRY FACILITY AT MULTIPLE LOCATIONS

I/We _____, an individual /a firm registered under the Indian Partnership Act, 1932 / a Company / body corporate incorporated under the Companies Act of 1956 / _____ Act, 19____, and residing at / having _____ our _____ registered _____ office _____ at _____

_____ give this UNDERTAKING on this the _____ day of _____ 20__ at _____ IN FAVOUR of MCX Stock Exchange Limited, a company incorporated under the Companies Act of 1956, with its registered office at "Exchange Square", CTS No 255, Suren Road, Andheri (E), Mumbai – 400093 (hereinafter called "MCX-SX")

WHEREAS

1. MCX-SX provides trading software (TWS) to enable its Trading Members to trade and in addition MCX-SX also provides Computer To Computer Link (hereinafter called "CTCL") facility to Trading Members for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations.
2. MCX-SX, has prescribed that the facility of placing orders on "Pro-account" through trading terminals shall be availed by the Trading Members only at one location of the Trading members as specified / required by the Trading Members; any trading terminal located at a place other than the above location shall have a facility to place order only for and on behalf of a Constituent by entering client code details as required by MCX-SX/ SEBI; and In case any Trading Member requires the facility of using "Pro-account" through trading terminals from more than one location, such Trading Member shall request MCX-SX stating the reason for using the "Pro-account" at multiple locations.
3. MCX-SX has as a precondition to the Undersigned being permitted the facility of using "Pro-account" through trading terminals from more than one location required me/us to furnish the undertaking in the manner and on the terms herein below:-

NOW THEREFORE IN CONSIDERATION OF MCX-SX having agreed to allow me/us at my/our request to avail the Pro-account facility from more than one location, I/we hereby **IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE** and agree to abide by and be bound by the following terms and conditions:-

1. That I/we undertake to enter proprietary orders only from the Pro-account terminals permitted by MCX-SX and undertake not to misuse the said "Pro-account" facility and state that the proprietary trades on the Pro-account terminals pertain to proprietary trades and not client trades.
2. That I/we state that our Director(s) / Partner(s) is/are based at the location where the "Pro-account" trading terminals are located. The Pro-account facility shall be made available to the Approved Users only after obtaining the prior written consent of MCX-SX and subject to such terms and conditions as may be prescribed by MCX-SX from time to time.
3. That I/we undertake not to use the "Pro-account" trading terminals for purposes other than the defined reasons.

4. That I/we undertake to take all such steps and/or precautions to ensure and keep ensured that the 'Pro-account' facility is not extended to a location other than the location of the trading terminals where the "Pro-account" facility is permitted by MCX-SX and CTCL terminals shall not be extended beyond the location of such permitted trading terminals.

Signature..... (Authorised Signature / Managing Partners / Individual)

Rubber Stamp
Seal)

Notary (Stamp and

5. That MCX-SX, at its absolute discretion, may make the Pro-account facility available to me / us only from the date of my / our enablement on the Pro-account facility till such time as it may deem fit and further that the Pro-account facility may at any time be withdrawn by MCX-SX at its discretion without giving me / us any notice or any reasons whatsoever.
6. That I/we shall execute, sign, and subscribe, to such other documents, papers, agreements, covenants, bonds, and / or undertakings as may be prescribed or required by MCX-SX from time to time.
7. That I/we undertake to abide by all the provisions of the Byelaws, Rules, Regulations and Circulars/norms and requirements that may be in force from time to time relating to use and operation of the Trading Software (TWS) (including use of CTCL software) and that they shall also mutatis mutandis become applicable to the use and operation of the Pro-account facility.
8. That I/we undertake to render all possible assistance and cooperation to MCX-SX by providing all information in any form as it may require and shall produce such documents, records, accounts, books, data howsoever stored including data stored in magnetic tapes, floppy diskettes, etc. and any other information as may be required by MCX-SX at its discretion.

IN WITNESS WHEREOF this Undertaking is executed by the undersigned on the day, month, year and the place first mentioned above.

Signed by,

for and on behalf of Trading member
me

Before

Signature..... (Authorised Signature / Managing Partners / Individual)

Rubber Stamp
Seal)

Notary (Stamp and

INSTRUCTIONS FOR UNDERTAKING

1. The Undertaking is to be executed on a non-judicial stamp paper worth Rs.100/- if executed in State of Maharashtra. If this Undertaking is executed outside the State of Maharashtra, then it must be executed on a non judicial stamp paper stamped in accordance to the duty as payable in the place of execution or on a non-judicial stamp paper worth Rs. 100/- whichever is higher.
2. Undertaking (including all annexures / schedules) has to be notarised by a Notary Public.
3. All the pages of this Undertaking (including all annexures / schedules) have to be signed in full. The persons signing should also sign in full at all places in the Undertaking where anything has been hand-written / any corrections have been made.

The undertaking is to be signed by proprietor/partners/designated directors or authorised signatories as approved by way if Board Resolution. (Common Seal