

GUIDELINES TO FILL TRADING MEMBER UNDERTAKING

1. The TRADING MEMBER UNDERTAKING is to be executed on a Non-Judicial stamp paper or franked for a value of Rs.200/- or value relevant to the state in which it is executed, whichever is higher.
2. Please ensure that the undertaking execution date is not earlier than the stamp paper/franking date.
3. Please ensure that each and every blank field in the undertaking is duly filled.
4. Please ensure that each and every handwritten detail is to be countersigned by the authorised signatories and rubber stamp of the member is affixed at the place shown as _____ ☆
5. Members are requested to obtain the signature of the authorised signatories and affix rubber stamp on each and every page of the undertaking.
6. Obtain signature, name & address of two witnesses on the last page of undertaking.
7. Please ensure that extract of Board Resolution empowering the authorised signatories to sign, execute and furnish the undertaking to the Exchange, is attached.
8. The undertaking is to be notarized.
9. Every page of the undertaking is to be numbered appropriately.
10. Please type the following on the stamp paper (As the first page)

TRADING MEMBER UNDERTAKING

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this undertaking submitted to MCX Stock Exchange Ltd, executed by

Mr. / Mrs. / M/s.

_____ on _____ day of _____ 20____ .

☆

Signature
(Authorised Signatory)

Signature.....
(Authorised Signatory)

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

Trading Membership Undertaking - Currency Derivatives Segment - Corporate

This undertaking is executed at _____ this _____ day of _____, 20_____



To :
MCX Stock Exchange Ltd
"Exchange Square",
CTS No 255,
Suren Road, Andheri (E), Mumbai – 400093

hereinafter called " the Exchange" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns)

BY

.....
Regd.Office.....
.....



hereinafter called "The Undersigned" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS the Exchange has agreed to admit the Undersigned as a Trading Member in the Currency Derivatives segment of the Exchange in accordance with the Bye-Laws, Rules and Regulations of the Exchange in force from time to time.

AND WHEREAS the Exchange has as a precondition to the Undersigned being admitted as a Trading Member required the Undersigned to furnish the undertaking in the manner and on the terms herein below:

AND WHEREAS at a duly convened meeting of the Board of Directors (the "Board") of the Undersigned being M/s_____ Limited, the Board has authorised Mr/Ms._____ and Mr/Ms._____ to sign, execute and furnish the Undertaking to the Exchange on its behalf on the following lines.



NOW THEREFORE in consideration of the Exchange admitting the Undersigned as a Trading Member on the Currency Derivatives segment of the Exchange, the Undersigned hereby undertakes and agrees that :-

1. the Undersigned shall comply with all such requirements, existing and future with regard to and in connection with our admission as a Trading Member;
2. the Undersigned shall adhere to the Bye-laws, Rules and Regulations framed by the Exchange for the respective segments/sub-segment from time to time;
3. the Undersigned shall abide by the Bye-laws, Rules and Regulations introduced/modified from time to time with/without prior notice;

Signature
(Authorised Signatory)

Signature.....
(Authorised Signatory)

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4. the Undersigned shall abide by and adopt the Bye Laws, Rules and Regulations pertaining to the clearing and settlement systems of the Exchange and any other agencies appointed by the Exchange for this purpose and any amendments made thereto from time to time;
5. the Exchange shall be entitled to amend its Bye-laws, Rules and Regulations unilaterally and the Undersigned shall be deemed to have consented to them, and accordingly be bound by the Bye-laws, Rules and Regulations prevailing from time to time and the Exchange shall be entitled to all powers vested in them under the Rules, Regulations and Bye-laws, by which the Undersigned unconditionally agreed to be bound;
6. the Undersigned shall abide by the code of conduct as laid down from time to time by the Exchange and also any Rules, Regulations, circulars, guidelines etc. framed by Securities and the Exchange Board (SEBI) or other regulatory authorities from time to time;
7. the Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Trading Member for such period as may be specified by MCX-SE from time to time;
8. the Undersigned shall permit the Exchange or any other authority appointed by it for inspection, access to all records, books, information, documents as may be required therefore;
9. the Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by the Exchange, and shall comply with such audit requirements as may be framed specially by the Exchange from time to time;
10. the Undersigned shall follow and comply with such orders or instructions including any such order or instruction, whether being in the nature of a penalty or otherwise, as may be issued by the Exchange or any committee of the Exchange duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, bye laws, regulation or practice or code of conduct prescribed by the Exchange in respect of the conduct of the business in the Exchange;
11. the Undersigned shall conduct business at the Exchange prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to the Exchange in particular;
12. the Undersigned shall pay the costs and expenses including fees prescribed by the Exchange from time to time, arising from or incidental to the Undersigned operating on the Exchange's trading systems; and to establish other systems in accordance with the specifications prescribed by the Exchange from time to time;
13. the Undersigned shall use the Exchange's infrastructure facilities and equipment only for the purpose for which they are permitted to be used;
14. the Undersigned shall furnish security deposits, pledge securities, hypothecate movables, create lien on bank accounts or furnish such other security as may be required by the Exchange from time to time and to do all acts, deeds and things to enable the Exchange to

Signature
(Authorised Signatory)

Signature.....
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exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of the Exchange and the Exchange Clearing House/ Clearing Corporation (ECH/CC), if any;

15. the Undersigned shall bring in additional deposits and funds as and when required to maintain the level of capital adequacy norms as decided from time to time to operate on the Exchange;
16. The undersigned shall be a active participant on the Currency Derivatives segment of the Exchange on being admitted as a Trading Member;
17. the Undersigned is aware that the Undersigned would be/is admitted as a Trading Member on the Currency Derivatives segment on paying the prescribed membership fee and security deposit and that the Undersigned do unequivocally undertake that it shall not be entitled to make any claim for refund of the security deposit, except when it surrenders its trading membership to the Exchange , that too for the amount lying after appropriation of amounts due from it towards its liabilities or obligation towards the Exchange/ECH/CC;
18. without prejudice to the foregoing, the Exchange shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in the Rules, Regulations and Bye-laws of the Exchange in force from time to time;
19. the Exchange shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at the offices of the Undersigned and the Exchange shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc. and the Exchange has the right to inspect and supervise all computer systems, software programs, tele-communications equipment, VSAT etc, which are provided by the Exchange at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of the Exchange;
20. the Undersigned shall not engage as principal or employee in any fund based business or any business other than that of securities except as a broker or agent not involving any personal financial liability;
21. the Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of the Exchange without prior written consent of the Exchange except and to the extent as may be required in the normal course of its business;
22. where in the opinion of the Exchange, any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of the Undersigned, the Exchange will be entitled to review continuation of the Undersigned as a Trading Member of the Currency Derivatives segment of the Exchange; and the Undersigned shall be bound by any decision taken by the Exchange in this regard which shall be final;

Signature
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23. where in the opinion of the Exchange any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of, any one or more companies or bodies corporate holding any part of the paid-up capital of the Undersigned, the Exchange will be entitled to review continuation of the Undersigned as a Trading Member of the Currency Derivatives segment of the Exchange; and the Undersigned shall be bound by any decision taken by the Exchange in this regard which shall be final ;
24. within 3 days from the date of the meeting of the Board of Directors of the Undersigned or other competent committee, the Undersigned shall notify the Exchange of any approval or refusal to transfer the shares or securities forming part of the issued capital of the Undersigned, if such transfer has or is likely to result in any change in the composition of the Board of Directors of the Undersigned;
25. the Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by the Exchange from time to time;
26. the Undersigned undertakes to make such contributions to Investor's Protection Fund pertaining to the Currency Derivatives segment as and when required by the MCX-SE and also comply with all requirements of the Exchange in respect thereof;
27. the Undersigned undertakes to subscribe to the mandatory insurance cover as required by the Exchange for the Trading Members in the Currency Derivatives segment and to pay the requisite insurance premium and also to comply with all requirements of the Exchange in respect thereof;
28. the Undersigned shall arrange to get itself registered with the relevant Central Excise Authority(ies) for the purpose of service tax, if any;
29. the Undersigned shall take prior approval from the Exchange before forming any subsidiary or acquiring any other company;
30. The dominant promoter group shall consist only of persons who shall hold atleast 51% of the paid up capital (40% in case of listed companies) in accordance with the norms prescribed by the Exchange. Any change in the said dominant promoter group or their shareholding interest shall be effected only after prior permission from the Exchange;
31. the Undersigned agrees and undertakes that the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with the Exchange, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to the Exchange and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the Byelaws, Rules and Regulations of the Exchange. the Exchange 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 Undersigned, without any reference to the Undersigned;

Signature
(Authorised Signatory)

Signature.....
(Authorised Signatory)

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32. the Undersigned shall ensure that the data communication link between the Exchange's equipment and Trading Member's Trader Workstation shall be used on point-to-point basis only. The Member shall further ensure the above link will not be connected to any other telecommunication network;

33. the Undersigned shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with the Clauses above.

The Undersigned do hereby confirm that the information provided in its application form for the Trading Membership of the Exchange is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed sealed and delivered by the withinnamed being the authorised person in terms of the resolution of the Board of Directors at the duly convened meeting held on in the presence of



Signature

Signature

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WITNESSES

Name :..... Signature

ADDRESS :
.....

WITNESSES

Name :..... Signature

ADDRESS :
.....



Before Me