

**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 Managing Partner and rubber stamp of the member is affixed at the place shown as \_\_\_\_\_ ☆
5. Members are requested to obtain the signature of the Managing Partner(s) 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. The undertaking is to be notarized.
8. Every page of the undertaking is to be numbered appropriately.
9. 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.....  
(Managing Partner)

Rubber Stamp

Notary (Stamp & Seal)

Signature.....  
(Managing Partner)

Rubber Stamp

**Trading Membership Undertaking - Currency Derivatives Segment - Firm**  
(On Rs. 200 Stamp Paper, Duly Notarised)

This undertaking is executed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

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 their successors and assigns)

BY

M/s..... a  
partnership firm comprised presently of the following partners,  
Mr/Ms.....  
and having its Registered office  
.....

hereinafter called "The Undersigned" (which expression means the "Trading Member" on the Currency Derivatives segment of the Exchange and expression shall include the partnership firm as constituted from time to time, every and all its partners and also the executors, administrators and legal heirs of the respective partner(s).

WHEREAS the Exchange has agreed to admit us 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 an undertaking in the manner and on the terms herein below:

NOW THEREFORE in consideration of the Exchange admitting the Undersigned, of which each of the undersigned is a partner as a Trading Member on the and Currency Derivative segment of the Exchange, the undersigned partners of the Undersigned jointly and severally undertake and agree that :-

1. the Undersigned is aware that the Exchange has agreed to admit our Partnership Firm as a Trading Member inter alia, on the condition and basis that all partners of the Partnership Firm are partners in their individual capacity and no person other than themselves respectively has or would have any beneficial interest in the Partnership Firm. We

Signature.....  
(Managing Partner)

Signature.....  
(Managing Partner)

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Rubber Stamp

Notary (Stamp & Seal)

therefore undertake not to give any beneficial interest in Trading Membership to any other person other than the present partners in our individual capacities and not as representatives or as trustees or in any other fiduciary capacity for any other person;

2. the Undersigned shall comply with all such requirements, existing and future with regard to and in connection with our appointment as a Trading Member;
3. notwithstanding anything contained in the agreement, or terms and conditions of the partnership between the Undersigned as prevalent from time to time, the Undersigned shall be responsible, accountable and liable for all acts, deeds and things done, or omitted to be done in the like manner and to the same extent as each of the Undersigned would have been responsible, accountable or liable had he/she been individually a Trading member of the Currency Derivatives segment of the Exchange Ltd;
4. the Undersigned shall adhere to the Bye-laws, Rules and Regulations framed by the Exchange for the respective segments/sub segments from time to time;
5. the Undersigned shall abide by the Bye-laws, Rules and Regulations introduced/modified from time to time with/without prior notice;
6. 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;
7. 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;
8. 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;
9. 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 the Exchange from time to time;
10. 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 therefor;
11. 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;

Signature.....  
(Managing Partner)

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Notary (Stamp & Seal)

Signature.....  
(Managing Partner)

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12. 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;
13. 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;
14. 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;
15. the Undersigned shall use the Exchange's infrastructure facilities and equipment only for the purpose for which they are permitted to be used;
16. 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 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;
17. 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;
18. The undersigned shall be a active participant on the Currency Derivatives segment of the Exchange on being admitted as a Trading Member;
19. the Undersigned is aware that the Undersigned would be/are 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;
20. 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;
21. 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

Signature.....  
(Managing Partner)

Signature.....  
(Managing Partner)

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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;

22. the Undersigned or any of the partners 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;
23. 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;
24. without prejudice to the provisions of the Rules and Bye-Laws of the Exchange, where there is any reconstitution of the partnership between the undersigned due to retirement, resignation, expulsion or death of any of the undersigned, the Exchange shall be entitled to review continuation of our partnership firm M/s ..... as a Trading Member of the Currency Derivatives segment of the Exchange and every and all of the undersigned shall be bound by any decision taken by the Exchange in this regard which shall be final;
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 Exchange 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 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

Signature.....  
(Managing Partner)

Signature.....  
(Managing Partner)

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exclusion of the other claims against the Undersigned, without any reference to the Undersigned;

30. 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 Undersigned shall further ensure the above link will not be connected to any other telecommunication network;

31. 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 the respective executors, administrators and legal heirs of the Undersigned.

Signed sealed and delivered by all the undernamed partners of the withinnamed firm,  
M/s..... )  
1)..... )  
2)..... )  
3)..... )  
in the presence of .....



Signature .....

Signature .....

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WITNESSES

Name :..... Signature .....

ADDRESS : .....  
.....

WITNESSES

Name :..... Signature .....

ADDRESS : .....  
.....



Signature.....  
(Managing Partner)

Signature.....  
(Managing Partner)

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Notary (Stamp & Seal)