

TCM ID:

INSTRUCTIONS TO FILL TRADING-CUM-CLEARING MEMBER UNDERTAKING

1. The TRADING-CUM-CLEARING MEMBER UNDERTAKING has to be executed on a Non-Judicial stamp paper of Rs.300/- or the value prevailing in the state, whichever is higher
2. Please ensure that each and every blank in the undertaking is duly filled.
3. Please ensure that each and every handwritten detail filled is to be countersigned by the authorized signatories and to be rubber stamp at the place shown as ☆_____
4. Members are requested to obtain the signature of the authorized Signatories and rubber stamp on each and every page of the undertaking
5. Obtain signature of two witnesses on the last page of undertaking
6. In case of a corporate entity affix the common seal of the company on the last page of the undertaking
7. The undertaking is to be Notarised.
8. Please type the following on the Stamp Paper (as the First Page)

TRADING-CUM-CLEARING MEMBERSHIP UNDERTAKING

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this Undertaking submitted to Multi Commodity Exchange of India Limited executed by

Mr./Mrs./M/s. _____

_____ on _____ day of _____, 20 ____.



Signature 1.....

Signature 2.....

Rubber Stamp

Rubber Stamp

Notary (Stamp & Seal)

This undertaking is given atthis day of, 20....

To
The Managing Director
Multi Commodity Exchange of India Limited
102-A Landmark,
Suren Road, Chakala,
Andheri (East),
Mumbai - 400 093.

Hereinafter called "MCX" (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

BY

Regd. Office :

.....

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

WHEREAS MCX has agreed to admit the Undersigned as a trading-cum-clearing member on MCX in accordance with the Bye-Laws, Rules and Regulations of MCX in force from time to time.

AND WHEREAS MCX, as a precondition to the Undersigned being admitted as a Trading-cum-Clearing Member, requires the Undersigned to furnish the undertaking in the manner and on the terms specified herein below:

NOW THEREFORE in consideration of MCX admitting the Undersigned as a Trading-cum-Clearing Member of MCX, 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 appointment and continuance as a Trading-cum-Clearing Member;

Signature 1

Signature 2

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2. On being admitted as a Trading-cum-Clearing Member, the Undersigned shall be active participant of MCX;
3. The Undersigned shall abide by, comply with and be bound by the Bye- Laws, Rules and Regulations of MCX as in existence or in force from time to time and any modification through any circular, order, direction, notice, instruction issued and in force from time to time;
4. The Undersigned shall abide by the code of conduct as laid down by MCX from time to time.
5. The Undersigned agrees that MCX 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 MCX shall be entitled to all powers vested in them under its Rules, Regulations and Bye-laws, by which the Undersigned unconditionally agrees to be bound;
6. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Trading-cum-Clearing Member for such period as may be specified by MCX from time to time;
7. The Undersigned shall permit MCX or any other authority appointed by it for inspection, access to all records, books, information, documents as may be required;
8. The Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by MCX, and shall comply with such audit requirements as may be framed specially by MCX from time to time;
9. The Undersigned shall follow and comply with such orders or instructions, whether being in the nature of a penalty or otherwise, as may be issued by MCX or any committee of MCX duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, regulation or practice or code of conduct prescribed by MCX in respect of conduct of the business in MCX
10. The Undersigned shall conduct business at MCX prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to MCX in particular;

Signature 1

Signature 2

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11. If any difference/dispute shall arise as to the interpretation, meaning or effect of this undertaking or as to the rights and liabilities of the parties to this Undertaking or in respect of any other matter relating to MCX operations, the decision of MCX shall be final, conclusive and binding on the undersigned;
12. The Undersigned shall abide by and adopt the Rules and Regulations of the clearing and settlement systems of MCX and any other agencies appointed by MCX for this purpose and any amendments made thereto from time to time;
13. The Undersigned shall pay the costs and expenses including fees prescribed by MCX from time to time, as communicated by MCX forthwith on receipt of notice to the effect;
14. The Undersigned shall use MCX infrastructure facilities and equipment only for the purpose for which they are permitted to be used so;
15. The Undersigned shall furnish security deposits, pledge of securities, hypothecation of movables, lien on bank accounts or such other security as may be required by MCX from time to time and to do all acts, deeds and things to enable MCX 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 MCX and clearing house, if any;
16. The Undersigned shall bring in additional margin deposits and funds as and when required as decided from time to time to participate in the trading & clearing operations on MCX;
17. The Undersigned are aware that the Undersigned would be/are admitted as a Trading-cum-Clearing Member of MCX on paying the prescribed membership fee and security deposit and that the membership is not transferable for a minimum period of three years or any minimum period as may be stipulated from time to time by MCX and the Undersigned do unequivocally undertake that the Undersigned shall not be entitled to make any claim for refund of the security deposit for a minimum period of three years even if the Undersigned intend to cease or to discontinue to trade on MCX;
18. Without prejudice to the foregoing, MCX 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 its Rules, Regulations and Bye-laws of MCX in force from time to time;

Signature 1

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19. MCX 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 MCX shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc, and MCX has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment, VSAT etc, which are provided by MCX at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of MCX
20. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of MCX without prior written consent of MCX except and to the extent as may be required in the normal course of its business. Similarly the undersigned hereby agrees not to use without express permission of MCX, the name of MCX to directly or indirectly promote business.
21. Where in the opinion of MCX 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, MCX will be entitled to review continuation of the Undersigned as a Trading-cum-Clearing Member of MCX and, the Undersigned shall be bound by any decision taken by MCX in this regard which shall be final.
22. The Undersigned hereby confirms and undertakes that he is competent in all respects to become a Trading cum clearing member of MCX and to participate in futures trading. The undersigned further confirms that in case of any doubt or reference in future regarding validity of his candidature to become a Trading cum clearing member, the onus to prove the same shall lie on the undersigned himself and MCX shall not be liable for any matter in case of such eventuality.
23. The Undersigned hereby confirms that in case of default of the undersigned, he shall be liable to pay the dues of MCX out of his or their personal assets.
24. The Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by MCX from time to time.
25. The Undersigned undertakes to make such contributions to Clients' Compensation Fund pertaining to MCX as and when required by the exchange and also comply with all requirements of the exchanges in respect thereof.

Signature 1

Signature 2

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Notary (Stamp & Seal)

26. The Undersigned shall arrange to get itself registered with respective relevant authorities under the law of land for the purpose of participating in the trading & clearing operation of the exchange (MCX).
27. The Undersigned undertakes to subscribe to at his / its cost the mandatory centralized insurance cover as required by the exchange for the Trading-cum-Clearing Members in MCX to pay the insurance premium as may be required by the exchange and also to comply with all requirements of the exchange in respect thereof.
28. That the Undersigned shall forthwith inform MCX in writing as and when any notice is received by any one or more of the Undersigned in connection with any institution of insolvency proceedings against any one or more of the Undersigned and that it shall also inform MCX in writing before any one or more of the Undersigned initiate(s) any insolvency proceedings to be declared to be insolvent(s). The Undersigned further undertakes that it shall forthwith inform MCX in writing on the onset of any circumstance which is likely to or may render any one or more of the Undersigned to be declared to be insolvent(s) or which is likely to or may render any one or more of the Undersigned liable to be subject to insolvency proceedings.
29. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with MCX, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to MCX 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 MCX. MCX shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of other claims against the Undersigned, without any reference to the Undersigned;
30. That without prejudice to the rights, remedies whether legal or otherwise available to MCX upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified MCX against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
31. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.
32. The undersigned further agrees that MCX reserves the right to terminate the membership of the applicant at any time in the event of non-compliance of any clause of this undertaking.

Signature 1

Signature 2

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Notary (Stamp & Seal)

33. That the undersigned shall forthwith inform MCX of any change in its constitution.

The Undersigned do hereby confirm that the information provided in the application form of the Undersigned for the Trading-cum-Clearing Member of MCX 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 successors and permitted assigns of the Undersigned.

Signed and delivered by the within named Trading-cum-clearing member

Name of the Trading-cum-Clearing Member: _____

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Signature 1

Signature 2

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Witnesses:

Name:

Signature:

Address:
.....

Name:

Signature:

Address:
.....

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The common seal of _____ was hereunto affixed pursuant to a resolution passed at a meeting of The Board of Directors of the company held on _____ day of _____, 20____ in the presence of*

Signature 1

Signature 2.....

Rubber Stamp

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Common Seal

* As required by the Articles of Association of the Company

Notary (Stamp & Seal)

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