

INSTRUCTIONS TO FILL UNDERTAKING FOR INTERNET BASED TRADING

1. The Undertaking for Internet Based Trading 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 [☆]_____ 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)

UNDERTAKING FOR INTERNET BASED TRADING

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.....

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UNDERTAKING FOR INTERNET BASED TRADING

1. Purpose:

- (i) The Member or his authorized users identified herein is desirous of trading in those Commodities admitted for dealing on the Exchanges as defined and permitted by the Rules, Bye-Laws and Regulations of the Exchange;
- (ii) The Exchange offers and/or proposes to offer the Exchange's Services to the Member and the Member desires to avail of the Exchange's Services for purchasing, selling or otherwise dealing in Commodities;
- (iii) The Member has satisfied itself of the capability of the Exchange to execute transactions in Commodities and wishes to execute its orders through the Exchange, and the Member shall continue to satisfy itself of such capability of the Exchange to deal in Commodities before executing orders through it;
- (iv) The Exchange has, on the basis of information furnished by the Member and other information (if any), considered relevant by the Exchange, satisfied itself, and shall continuously be entitled to satisfy itself, about the genuineness and financial soundness of the Member and investment objectives relevant to the Services to be provided;
- (v) The Exchange has taken steps and shall take steps to make the Member aware of the precise nature of the Exchange's liability for business to be conducted, including any limitation on that liability and the capacity in which it acts;
- (vi) The Member desires to be bound by these Terms relating to the Exchange's Service to be availed of by the Members and / or his authorized user..

These Terms shall form part of the undertaking for Internet based trading by members entered into between the Exchange and the Member. The Member's access to and use of the account or authorized user id /s with the Exchange is subject to his/her/its compliance with all the terms and conditions set forth herein.

2. Definitions

2.1 In these Terms, unless repugnant to the context or meaning thereof:-

"Application" means the application submitted by the Member to the Exchange to register with the Exchange and to permit the Member to use the Services. The application and the details thereof, as periodically amended are incorporated herein by reference;

"Business Day" means any day on which the Exchange is operational for trading;

"Commodities" shall have the same meaning as assigned thereto under Forward Contract (regulation) Act , 1952 (FCRA) and shall include any Commodities or instruments relating thereto which are capable of being traded on a Commodity Exchange;

"Exchange" means Multi Commodity Exchange of India Limited having its registered office at 102 A, Landmark, Suren Road, Chakala, Andheri (East), Mumbai - 400 093 its subsidiaries, affiliates, successors and assigns, and all other entities involved in the provision of the Commodities Exchange Services to its Registered Members with respect to specified Commodities;

"Exchange Provisions" means the Rules, Bye-laws, Regulations, Business Requirement Specifications, handbooks, notices, circulars and resolutions relating to the Exchange for the time being in force and as amended from time to time;

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“Further Documentation” means any further documentation that may be required to be submitted pursuant to any statutory authorities or under our policies from time to time;
“Fees” and **“Charges”** means the schedule of fees and/or charges for use of the Services which the Exchange publishes periodically;

“Information” means the textual or other information published or otherwise made available (directly or indirectly, via text messages/ e-mails/ web pages) using the Services;

“Internet” means the global data network comprising interconnected networks using TCP / IP (“Transmission Control Protocol/Internet Protocol”);

“Member” means the person, firm, company or entity indicated in these Terms and registered with the Exchange as a user of the Services and (in case of an individual) his/her heirs, executors, administrators, legal representatives and permitted assigns, (in case of a partnership firm), the partners for the time being of the said firm, their survivors or survivor and their respective heirs, executors, administrators, legal representatives and permitted assigns, (in case the Member is a company or other body corporate) its successors and permitted assigns;

“Member Account” means an account opened in a Member’s name with the Exchange or in the name of his authorized representative;

“Password” means the alphanumeric code used by the Member to validate its username and access the Service;

“Services” means trading and matching Services relating to the Specified Commodities traded on the Exchange

“Trading Hours” means such period of a Business Day during which the Exchange offers trading Services to the Member;

“Transactions” refers to the orders placed by the Member on the Exchange for the purchase, or sale of Commodities or other dealings in Commodities;

“User ID” or “Member ID” or “Member Account” (by whatever name called) means the alphabetic, numeric, alphanumeric login identification used by the Member for his/her/their accessing the Services;

These definitions indicated above are not exhaustive and shall include the definition as given in the Rules, Bye Laws and Regulations of the Exchange

2.2. Interpretation

In these Terms:

2.2.1. The headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of these Terms;

2.2.2. Unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;

2.2.3. Unless the context specifies otherwise, references to the Recitals, Clauses and Schedules shall be deemed to be a reference to the recitals, clauses and schedules of these Terms;

2.2.4. Unless the context specifies otherwise, reference to an individual shall include his/her personal representative;

2.2.5. References to any enactment are to be construed as enhancements, in force, from time to time, since the effective date;

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- 2.2.6. Reference in these Terms to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the short title of the statute or full title of the regulation.
- 2.2.7 The clauses of this Terms and its Schedules are intended to be co-relative and mutually explanatory and will be viewed and construed as a whole, and any work required in one document and not mentioned in another shall be performed to the same extent and purpose as if required by all.

3. General Terms and Conditions governing the Service

3.1 **Use of the Services:** Subject to the approval and acceptance of the Membership application and the terms and conditions herein, the Member is granted a revocable, non-exclusive and non-transferable entitlement to avail the Services for its personal use only. The Member will not and nor will be deemed to have any right or power to transfer or assign the permission or entitlement to use the Services or any part thereof hereby granted. The Member's access to and/or use of the Services shall be deemed unconditional acceptance of the Services and of these terms.

3.2 **User ID, Password and Security:** The Member will receive a User ID and Initial Password designation pursuant to completion of authorized user registration process. The Member must change the Initial Password allotted by the Exchange during the first Log-In. The Member must maintain the confidentiality of the Log-In Name and Password, and is fully responsible for all activities that occur under its Log-In Name or password. The Member should: (a) ensure that it exits from its account at the end of each session (b) notify the Exchange in writing of any changes to the information the Member has given to the Exchange when registering for the Service, including any changes to account details and (c) immediately notify Exchange of any known or suspected unauthorized use of the Member's password or account or any other breach of security. Based on any of Members' aforementioned notifications to the Exchange, the Exchange will immediately disable the Member's then account (user ID and password) and will reset the password which has to be changed by the Member during the subsequent login process. The Member shall use a password at least 6 characters in length which is a combination of alphabets and numbers. The password shall not be a combination relating to name or age or other personal information which would render it easily deducible.

The Member acknowledges that it is fully aware of and understand the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorised use of its Username and Password by a third party and the risk of a person hacking into The Member's Log-In. The Member accepts full responsibility for the monitoring and safeguarding of its Log-In and shall bear entire risk, responsibility and liability for any and all unauthorised use and misuse of its Password and Username. The Member shall be solely responsible for the Services used by any person whosoever through Exchange System using The Member Username and Password, whether or not such person was authorised to do so. The Member undertakes that they will promptly inform the Exchange about any change of Authorised User ID / User IDs from time to time and such change shall form part of this undertaking as an Appended Annexure. Exchange shall be in no way responsible for losses whatsoever incurred by the Member due to non-intimation of such change.

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- 3.3 **Trading System:** The Member is aware that all the orders placed by it will only be through the MCX Trader workstation and will be matched by the central trading system maintained by the Exchange.
- 3.4 **Subject Matter of Terms:** It is clarified that the subject matter of the Undertaking is trading in purchase and for sale of Commodities and other instruments traded on the Exchange.

4. Order Execution

- 4.1 The Member shall transmit its orders to the Exchange only through the internet over the Exchange's Internet Trading System
- 4.2 Unless the Exchange otherwise determines, all orders for purchase, sale routed through the Exchange's System via the Member's User ID shall be deemed to have been given by the Member.
- 4.3 The Member understands that placing an order with the Exchange, including a market order, does not guarantee execution of the order.
- 4.4 Until the Exchange confirms receipt of an order, the Exchange shall not be deemed to have received an order and the Member shall not be entitled to presume the receipt of the order by the Exchange.
- 4.5 The Member shall be allowed to trade only during Trading Hours.
- 4.6 All orders received by the Exchange through the Trading System shall be valid until separately cancelled in accordance with the provisions of these Terms.
- 4.7 The Member agrees to ensure that all orders and instructions which the Exchange receives from the Member are absolutely clear and unambiguous; and the Member agrees that if any instructions or orders or any details thereof are not absolutely clear and unambiguous, the Exchange, its employee or authorised representative shall be entitled to interpret the same as per its/his understanding and such understanding and interpretation shall be treated as final.
- 4.8 The Exchange may from time to time in its discretion impose and vary limits on the orders and trades which the Member can place and enter into through the Exchange (including exposure limits, turnover limits, limits as to the number, value and/or kind of Commodities in respect of which orders can be placed.. The Exchange may choose not to intimate the Member of the limits and any variation thereof. The Member is aware and agrees that the Exchange may need to urgently vary the limits or impose new limits or prohibit or restrict the Member's ability to place orders or trade in Commodities through the Exchange on the basis of the Exchange's risk perception and other factors considered relevant by the Exchange, and the Exchange may not inform the Member of the same. The Member agrees that the Exchange shall not be responsible or liable for the Member's inability to place any order or enter into any transaction on account of any such variation, imposition, restriction or prohibition.
- 4.9 The Exchange shall have the right to refuse to accept the whole or a part of any orders or instructions from the Member and/or refuse to execute the whole or a part of any accepted orders or instructions without providing any reasons therefore. In particular, the Exchange may refuse to accept or execute the whole or a part of any order or instruction: (i) based on the Exchange's risk perception; or (ii) in respect of which the Member requires regulatory approval, even if the Member has sought and obtained the required regulatory approvals.
- 4.10 The Member shall be responsible for obtaining and complying with all applicable legal and regulatory approvals in respect of the Member's orders, instructions and transactions at the Member's cost, and the Exchange shall not be liable or responsible for any failure of default in respect thereof.

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- 4.11 Though orders will generally be routed to the Exchange's systems within a few seconds from the time the order is placed by the Member on the Exchange's System, the Exchange shall not be liable for any delay in the execution of any order for any reason whatsoever or for any resultant loss on account of the delay.
- 4.12 The Member agrees that the Exchange may, at its sole discretion, subject any order placed by a Member to manual review and entry, which may cause delays in the processing of the Member's order or may result in rejection of such order.
- 4.13 The general rules of trading, clearing and risk management as given by the business rules, or by laws shall be as applicable to the member own and above the stated premises.

5. Transactions and Settlements

- 5.1 The Member understands that with respect to any order, the Member will obtain the price at which the order was actually executed in the market, which may be different from the price at which the Commodity was trading when the Member's order was entered into the Exchange's system.
- 5.2 The Exchange shall not be responsible for any order that is made by the Member by mistake and every order that is entered by the Member through the use of the allotted user identification (ID) and password shall be deemed to be a valid order for which the Member shall be fully responsible.
- 5.3 The execution of order cancellations or modifications is not guaranteed. Cancellation of orders is possible only if the original order remains pending at the Exchanges. Market orders are subject to immediate execution. The Member shall not presume that an order has been executed or cancelled or modified and the Member is required to verify the status of his/her/its orders on the Trading System. Unless otherwise specified by the Exchange, any order not executed at the end of the day shall stand cancelled.

6. Execution of Orders; Confirmation

- 6.1 The Member shall be allowed to trade only during the trading hours of the Exchange. The Member understands that entering an order electronically on the Trading System, including market orders, does not guarantee execution of the order. An order placed by the Member shall be deemed to be received by the Exchange only on confirmation of the order by the Exchange. The Exchange has the absolute right to reject any order that may be made by the Member for any reason whatsoever including for the breach of the requirement of maintaining the prescribed Margin in the Member account.
- 6.2 The Member is required to ascertain the status of its order (including any rejection of the same) which would be posted only on the relevant sections of the Trading System, and no separate confirmation of the execution/ rejection of the order would be sent to the Member either physically or electronically. Further, the Exchanges may cancel the trade suo-moto without giving any reason whatsoever. The Exchange shall be entitled to cancel relative contracts with the Member. The Exchange shall not be liable for any losses, damage or claims on account of such rejection or cancellation of any trade for any reason whatsoever.

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7. Communication

- 7.1 **Form of Communication:** Documents which may be sent by electronic delivery between the parties may be in the form of an electronic mail (including any auto replies from the system of the Exchange), an electronic mail attachment, or in the form of an available download from the FTP Server. The Exchange shall be deemed to have fulfilled any legal obligation to deliver to the Member any such document if sent via electronic delivery, provided however that the notice of termination specified in Clause 9 of these Terms shall be in writing.
- 7.2 **Electronic Communication of Documents:** The Exchange shall send to the Member by electronic means trade confirmations of the trades executed on the Exchange at the end of the day, reports and other information. The Member agrees that the Exchange fulfils its legal obligation to deliver to the Member any such document if sent via electronic delivery. The Member understands that upon receipt by electronic means, the Member is responsible for review of all confirmations, statements, notices, contracts, bills and other communications. All information contained therein shall be binding upon the Member, if the Member does not object, either in writing or via electronic mail, within twenty four hours after any such document is sent to the Member. The Exchange reserves the right to determine the validity of the Member's objection, if any, to the transaction. The Member agrees that the Exchange will not be responsible for non-receipt of documents sent via electronic delivery due to change in email address of the Member. The Member also agrees that the Exchange shall not take cognizance of out-of-office/out-of-station auto replies and the Member is deemed to have received such electronic mails.
- 7.3 **Recording of Conversations:** The Member agrees and authorises the Exchange, at its sole discretion and without prior notice to the Member, to record any conversation between the Member and the Exchange. Such recording shall be accepted as conclusive and binding for all purposes including resolving disputes regarding execution of orders subject to these Terms.
- 7.4 **Change of Address:** Unless the Member informs the Exchange of the change of the address for communication in writing, all notices, circulars, communication or mail sent to the existing address shall be deemed to have been received by the Member irrespective of whether they are actually received or not.
- 7.5 **Amendment / Modification of the Terms:** The Exchange may at any time amend these Terms, by modifying or rescinding any of the existing provisions or conditions or by adding any new provision or condition, by conspicuously posting notice of such amendment on the Trading System. The Exchange shall not be required to communicate any modification or rescission individually to the Member either through physical or electronic form, and any separate notice of amendment or modification is deemed to be waived by the Member. The continued use of the services of the Exchange after such notice will constitute acknowledgement and acceptance of such amendment. These Terms (as amended or modified from time to time) represent the entire undertaking between the Member and the Exchange concerning the subject matter hereof.
- 7.6 **Notices/ Policies:** Certain policies and/or procedures may be further outlined on the Exchange's Trading System and material/literature and frequently asked questions (FAQ's) provided to the Member. Through the use of the Exchange's Trading System and services, the Member agrees to be bound by any and all such notices, policies and terms of doing business.
- 7.7 **Conclusiveness of Records:** The Exchange's own records of the trades/transactions maintained through computer systems or otherwise shall be deemed conclusive and binding on the Member for all purposes.

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8. Infrastructure

- 8.1 **Hardware:** The Member is responsible for installing and maintaining the communications equipment (including personal computers and modems) and telephone or alternative services required at the Member's end and connectivity required for accessing and using the Trading System or related services. All communication costs, service charges, levies and fees incurred by the Member in accessing the Trading System or related services will be borne by the Member.
- 8.2 **Member's Infrastructure:** For the purposes of these Terms, it is presumed that the Member has all necessary and compatible infrastructure ready at its end for the purpose of accessing the Trading System of the Exchange prior to accessing the services provided pursuant to these Terms. The Exchange shall not have any obligation to assist the Member in installing the required infrastructure or obtaining the necessary equipment, permits and clearances to establish connectivity or linkages to the Trading System of the Exchange.
- 8.3 **Prevention of Unauthorised Use:** The Member will install the necessary safeguards and access restrictions to prevent unauthorised use of Members computer systems and ensure that no unauthorised person can gain access to the computer systems.
- 8.4 **Liability for Incorrect Instructions:** The Member agrees to fully indemnify and hold harmless the Exchange for any losses arising from the execution of incorrect/ ambiguous or fraudulent instructions that got entered through the system at the Member's end or at the end of his authorized user.

9. Term and Termination: These terms shall continue to be in force during the validity of Member's registration. Either party hereto may terminate the use of/ withdraw the Services by giving to the other thirty days advance written notice. The Exchange may suspend or discontinue/terminate the use of the Services by the Member forthwith and without prior notice if the Member has committed any breach or non-observance of any of the Terms herein or in case of the Member's death, bankruptcy or legal incapacity. The Member will remain responsible for any transactions made in its account through the Trading System of the Exchange prior to such termination. Closing of the account will not affect the rights and obligations of either party incurred prior to the date of Termination. Termination of these Terms due to any material breach by the Member shall be without prejudice to any other remedy which the Exchange may have against the Member. Upon termination of the Services, all Service Charges and other sums incurred up to such date shall become immediately due and payable by the Member to the Exchange. The Member's obligation to pay the Service Charges accrued to the Exchange shall survive any termination.

10. Notice: Either party hereto shall give notice in writing to the other and shall be deemed to have been duly given or served, either by personally delivered to or sent by prepaid Registered Post with Acknowledgement due at respective addresses herein or at the last known address.

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11. Miscellaneous Provisions

11.1 **Intellectual Property Ownership:** With the exception of the information that the Member communicates while using the Services, the Exchange or entities involved in the provision of the Services will retain all rights, title and interests (including trademark, copyright and all other proprietary or intellectual property rights) in or relating to the Services, the content within the Services, the technology underlying the Services, the Trading System, and all elements that can be legally protected or derivative works relating to the same. The Member will not, directly or indirectly, reverse engineer, decompile, or otherwise attempt to derive source code, object code or other trade secrets or confidential information from the Services and/or the underlying technology. The Member is authorised to use materials which are made available by the Exchange's Trading System for the Member's own needs only, and the Member is not authorised to resell access to any such materials or to make copies of any such materials for sale or use to and by others. The Member shall not delete copyright or other intellectual property rights notices from printouts of electronically accessed materials from the Exchange's Trading System.

11.2 **Exchange as a Services Provider:** The Services are provided on an "as is" and "as available" basis. The Exchange expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement and any warranties arising out of or in the course of dealing, usage or trade practice. Performance of the Services is dependant on various factors including, but not limited to, System software, Hardware, Networking (V-sat, Modems, Routers, band-width etc.), among others. The Exchange is not responsible for the absolute performance of the Services. The Member understands that: (1) The Exchange is not responsible for any information or material of any kind that the Member communicates through the Services; (2) The Exchange may engage sub-contractor or representatives to give effect to any of its obligation herein; (3) The Exchange will have no liability or responsibility with respect to any information placed by the Member or other third party on Member's behalf including, but not limited to, the truth, accuracy, or completeness of any such information; (4) The data and records maintained in the Services concerning the Member shall be conclusive proof of authenticity for any confirmation, verification or dispute resolution. The Exchange will not be responsible for any disruption or delay in Services that may arise from circumstances beyond its control, including but not limited to acts of God, acts of government, civil or military authority, war, hostility, civil commotion, sabotage, fire, flood, explosion, epidemic, strikes, lock out, power shortages or failures, equipment failures, utility or communication failure etc.

The Member further agrees that Member will not be compensated by the Exchange for any "lost opportunity" viz. notional profits on buy/sell orders which could not be executed due to any reason whatsoever, including but not limited due to time lag in the execution of the order or the speed at which the system of the Exchange or of the Exchanges is operating, any shutting down by the Exchange of his system for any reason or the Exchange disabling the Member from trading on its system for any reason whatsoever.

11.3 **Interruption in service:** The Exchange does not warrant that the service will be uninterrupted or error free. The Member agrees that the Exchange shall not be held responsible for any breakdown of the system either due to the fault of the systems of the Exchange or of the Exchanges or otherwise.

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- 11.4 **Material/ Information on the Trading System:** (a) The Member agrees that all buying and selling decisions are based on the Member's own evaluation of financial circumstances and business objectives. This extends to any decision made by the Member on the basis of any information that may be made available on the Website. The Member will not hold, nor seek to hold the Exchange or any of its officers, directors, employees, agents, subsidiaries, affiliates or business associates liable for any trading losses or other losses, costs or damage incurred by the Member consequent upon relying on information, research opinions or advice or any other material/information whatsoever on the Trading System whether put up by the Exchange or any other agency. The Exchange does not represent, and shall not be deemed to have represented, that the market information on the Trading System is accurate or complete.
- 11.5 **Warranties of Member:** The Member has represented and warranted that the terms and conditions of these Terms have been clearly understood and that the information furnished to the Exchange is accurate and truthful. The Member confirms that he/she is of legal age and he/she/it has obtained the necessary approvals from the relevant regulatory/ legal and compliance authorities to access the services provided pursuant to these Terms.
- 11.6 **Indemnification:** The Member agrees to completely indemnify, defend and hold harmless the Exchange, its affiliates, officers, directors, employees, and agents, from any and all losses, expenses, third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from Member's use of the Services or its use by any of his authorized user/s or for their negligence or failure for taking adequate safeguards for preventing any loss to MCX. The member shall also indemnify and shall be responsible for all use of this service and/or the violation of this Terms and Conditions, by the member or their authorized user /s. including without limitation infringement of any statutory requirements.
- 11.7 **Compliance with Laws.** All transactions that are carried out by and on behalf of the Member shall be subject to Government notifications, the rules, regulations and guidelines issued by the statutory and regulatory authorities including the Reserve Bank of India and the Forward Markets Commission under Ministry of Food, Supplies and Consumer Affairs and the byelaws, constitution, rules, regulations, customs and usage of the Exchanges and their clearing houses, if any, on which such transactions are executed and/or cleared by the Exchange.
- 11.8 **Severability:** If any provisions of these Terms are held invalid or unenforceable by reason of any law, rule, administrative order or judicial decision by any court, or regulatory or selfregulatory agency or body, such invalidity or unenforceability shall attach only to such provision or terms held invalid. The validity of the remaining provisions and terms shall not be affected thereby and these Terms shall be carried out as if any such invalid or unenforceable provisions or terms were not contained herein.
- 11.9 **No Assignment:** The rights of the Member under these Terms are not transferable under any circumstances and shall be used only by the Member.
- 11.10 **Variation:** The Exchange may, in its absolute discretion, offer additional Services, modules, features, functionalities from time to time and may alter, modify, suspend any aspect of the Services at any time, including the availability/non-availability of any service, feature, database or content. The Exchange will endeavour to inform the Member of any variation by email, website or written announcement.

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- 11.11 **Governing Laws & Dispute Resolution:** This Terms shall, in all respects, be governed by and construed in accordance with the laws of India, without regard to the principles of conflict of laws. All disputes and differences arising out of or in connection with the Terms, which cannot be settled amicably between the parties hereto through dialog or discussion, shall be finally settled exclusively by Arbitration. The dispute shall be referred to the sole arbitration of a person to be appointed by the Exchange and arbitration shall be held under the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment, modification or amendment thereto. The arbitration proceedings shall be conducted at Mumbai only. Any award by the single arbitrator shall be final and binding upon both parties hereto. All arbitration proceedings and all documents submitted to any arbitration tribunal shall be in the English language. In relation to any legal action or proceedings for any urgent, interlocutory or final orders, the parties irrevocably submit to the exclusive jurisdiction of the courts in Mumbai, and waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or that the Services were used/accessed/availed in a different domestic/international territory.
- 11.12 **Miscellaneous:** Nothing herein shall mean constituting a partnership or joint venture between the Exchange and the Member nor the relationship of principal and agent.
- 11.13 **Foreign Jurisdiction:** This service does not constitute an offer to sell or a solicitation of an offer to buy Commodities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. This service is not intended to be any form of an advertisement or advice and has not been registered under any law relating to Commodities of any foreign jurisdiction and is only for the information of any person in any jurisdiction where it may be lawful to offer such a service.

The undersigned member further agrees that the Exchange shall have all rights to change this conditions from time to time and to make the conditions drawn to the member by announcing the same on Trader Workstation or FTP and the exchange may not announce the same in case of emergency.

The condition referred above are in addition to those applicable to members, authorized users and clients as per the bye laws , rules and business rules of the Exchange.

Despite the risks indicated in this undertaking and those which inherently exist or creep - in , the Member indemnify the Exchange and accepts these conditions for his business and the business of his clients , and authorized users. I / We further undertake that we shall bring the contents of this undertaking to the notice of all our authorized user /s and also take an undertaking from the authorized user /s as per annexure of this undertaking duly signed by them and furnish the same to MCX.

Signed and delivered by the within named Trading Cum Clearing Member

Name of the Trading Cum Clearing Member: _____



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Notary (Stamp & Seal)

Witnesses:

Name:

Signature:

Address:

Name:

Signature:

Address:

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.....

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Common Seal

* As required by the Articles of Association of the Company

Notary (Stamp & Seal)