(On Non-judicial stamp paper of Rs 500/-)

UNDERTAKING CUM INDEMNITY

(For VSAT Connectivity)

This Non-Judicial Stamp paper of Rs._____ forms part and parcel of this Undertaking cum Indemnity submitted to Multi Commodity Exchange of India Limited executed by
Mr. /Mrs. /M/s. _____

_____on _____ day of _____, 20 _____.

THIS UNDERTAKING CUM INDEMNITY is made on this ..... day of ..... 20 …… by ..... admitted as a Trading-Cum-Clearing Member/ Institutional Trading Cum Clearing Member/ Professional Clearing Member (Member ID No:_____) of Multi Commodity Exchange of India Limited and having his address/its registered office at
……
……..(Hereinafter referred to as "member/I/we/me/us" which expression shall unless repugnant to the context or meaning thereof include his/its heirs, successors, assigns and legal representatives.)

- MCX has introduced a trading system, for the purpose of providing a screen based trading facility for the whole territory of India, known as Online Automated Trading System (hereinafter referred as 'MCX System').
- MCX through its MCX System has established trading facilities in the whole territory of India by setting up a central trading system at Mumbai connected to the Trading-Cum-Clearing Members workstations through appropriate communication network using a Very Small Aperture Terminal (VSAT) Network. The Trading-Cum-Clearing Members will be connected to the central trading system through the hub of the VSAT network.
- In order to use the said network known as MCXNET, MCX has extended the facility to use the MCXNET, to the Trading-Cum-Clearing Members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications (DoT) and MCX.
- Network provider engaged on shared hub basis by MCX had applied to the DoT for issue of a license for the installation and operation of private Closed User Group (CUG) VSAT network and which license was granted by the Director General of DoT.
- Network provider has extended the facility to use the MCXNET to the Trading-Cum-Clearing Members subject to certain restrictions and conditions prescribed or to be prescribed by the Department of Telecommunications and MCX.
- MCX upon completion of feasibility study for the prospective locations of leased line requirements will apply to DoT for issue of a license for the installation and operation of private Closed User Group (CUG) network and license would be issued by DoT.

NOW IN CONSIDERATION OF MCX permitting me/us as a Trading-Cum-Clearing Member to use the above mentioned MCXNET,

IN FAVOUR OF

Multi Commodity Exchange of India Limited, a company incorporated under the Companies Act, 1956 having its registered and corporate office at Exchange Square, CTS No. 255, Suren Road, Andheri (East), Mumbai- 400 093 (hereinafter referred to as "MCX" which expression shall unless repugnant to the context or meaning thereof include its successors or assigns).

WHEREAS PURSUANT TO MCX MASTER CIRCULAR NO. …….. DATED **September 28, 2016** AND IN CONSIDERATION OF MCX PERMITTING ME/US AS A MEMBER TO USE THE MCXNET, I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE:

1. That ownership of the MCXNET will remain with MCX and will not be transferable to me/us in any manner.

2. That Closed User Group for the MCXNET will consist of MCX and its Members trading in the Commodity Market.

3. To display in such manner at all locations connected with MCXNET all such notices or signs boards as may be prescribed or approved by MCX.

4. To use MCXNET and all related or connected equipment only for the purposes prescribed or approved by MCX.

5. To subject network engineering and interface equipment to the examination and supervision of MCX or its authorized representatives or approved persons.

6. To ensure that any communication emanating from the VSAT will first be routed to the hub and to ensure that there will be no direct communication by passing the hub between two VSAT's.

7. To use MCXNET subject to the condition that the license issued by the Director General, Department of Telecommunication may be amended or altered from time to time and is issued only for the specific approved systems/equipment/circuits/ services and users and subject to the condition that the Director General, Department of Telecommunication, reserves the right to revoke the license suo moto at any time.

8. To use MCXNET subject to the provisions of the Indian Telegraph Act, 1885, The Indian Telegraph Rules, The Indian Wireless Telegraphy Act 1933 and all other Rules and Regulations wherever applicable.

9. To use all communications through MCXNET for the exclusive in house communication of only approved users of the MCXNET and in no way, at no place and at no time to connect to Public Telecommunications/ Telex/ Data/ Telephone Network of Department of Telecommunication/ BSNL/ MTNL/ VSNL or any network of any other party unless

permitted to do so by MCX upon permission to do so being granted to it by Department of Telecommunication.

10. To use the services provided on MCXNET for the bonafide use of authorized users of the MCXNET only.

11. To ensure that the operation of the systems/equipment of the MCXNET does not cause any harm/loss to the Department of Telecommunication or MCX.

12. To ensure that the equipment approved for MCXNET is installed, replaced, repaired or removed only in the presence of authorized persons of MCX and for this purpose to provide reasonable facilities and assistance.

13. To use MCXNET in accordance with the Rules and Regulations and prescribed parameters of MCX.

14. To allow MCX to take over any part/component/equipment of MCXNET and also to replace any such equipment/services.

15. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over any part of MCXNET.

16. Notwithstanding anything contained in the terms and conditions applicable for operation of MCXNET, not to carry such messages (e.g. Electronic Transfer of Funds) which law, on any part of MCXNET prohibits.

17. Not to hold the Department of Telecommunications or MCX responsible for any harm/loss damage of any kind to the user/users of MCXNET on account of any interruption on DOT/MCX systems or network.

18. To use MCXNET subject to and in accordance with the Byelaws, Rules, Regulations of MCX and such other conditions as may be prescribed by DOT or MCX from time to time.

19. To ensure that the VSAT and related equipment (cable, antenna and VSAT IDU) are installed and used only in the approved premises under my/our control only by persons authorized or approved by MCX and to take all responsibility for authorized or unauthorized use of the MCXNET through such VSAT and related equipment.

20. To render all possible assistance and co-operation to MCX by providing access to any kind of information in any form as it may require and hereby undertake to 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 at its discretion.

21. To agree and undertake that MCX shall not be liable for any direct or indirect loss, damage, costs, claims and expenses whatsoever caused or contributed by any event of force majeure. For the purposes of this Clause, "Force Majeure" means and includes

wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, terrorism, riots, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events beyond MCX's control and further the above is without prejudice to the rights already accrued to MCX due to my/our failure to perform either in full or in part, my/our obligations prior to the occurrence of events of Force Majeure.

22. To not to hold MCX responsible or liable for any loss, damage, etc., suffered due to any delay, disturbance or non-availability of connectivity or due to any reason because of Service Provider /Network Integrator or otherwise, at any time including the reasons stated in Force Majeure clause hereinabove.

23. To indemnify and keep indemnified MCX harmless against every and all claims, demands, damages, liabilities, losses and expenses, etc., suffered by it directly by reason of my / our non-compliance, contravention with any of the provisions of this Undertaking or any penalty imposed by Service Provider /Network Integrator or DOT /Regulatory or statutory Authorities, due to my/ our non-compliances or violation of any provisions of the applicable Act(s) or Rules and Regulations in force.

24. To agree that no forbearance, delay or indulgence by MCX in enforcing the provisions of this Undertaking shall prejudice or restrict the rights of MCX nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for MCX is exclusive of any other right, power or remedy available to MCX and each right, power or remedy shall be cumulative.

25. To undertake and agree that this Undertaking-cum-Indemnity shall be valid and effective for any VSAT/leased line(s) obtained by the undersigned for connecting to MCX, from time to time. Further, this Undertaking-cum-Indemnity does not lapse till such time, the Exchange discharges the undersigned.

26. To execute, sign and subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by MCX from time to time.

27. To agree that in the event of my/our non-compliance with any of the provisions as mentioned above, MCX shall take such action(s) against us as it may deem fit in this regard.

28. Contravention of any of the Bye-laws, Rules, Regulations, circulars etc. framed by MCX upon which MCX may adopt any course of action which may be either disciplinary or legal or impose any other penalty which MCX may deem necessary, which shall include the right of MCX to demand any amount of monetary compensation for any default on the part of Member/from the Trading-cum clearing member, and which amount in the

case of a default in payment, may be adjusted by MCX at its discretion against my/our security deposit with MCX.

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

Name of the Member

Name, address & signature Witness 1 …… Witness 2 ……	Stamp & Signature of the Authorized Signatory of Member …….. ……..

Date:

Place:

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**

Stamp **Stamp**

* As required by the Articles of Association of the Company