Annexure-6B

Network Connectivity Undertaking-Leased Line

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

UNDERTAKING CUM INDEMNITY

(For Leased Line 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)

IN FAVOUR OF

Multi Commodity Exchange of India Limited, a company incorporated under the Companies Act, 1956 with its corporate office at CTS No. 255, Exchange Square, 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 ……., I / WE UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE:

1. I/We agree that the Leased Line will be used purely for the purpose of trading on MCX only.

2. I/We agree that this Leased Line will not be interconnected to any of the Leased Line / Data circuit / Network / PSTN / EPABX etc. of any other service providers which are not permitted by the terms and conditions of Telegraph Authority. I / We further agree to extend facility to the Telegraph authority in order to enable monitoring of the purpose, performance and operation of the circuit, as and when required.

3. I/We hereby agree to abide by the provisions of Indian Telegraph Rules in force and as modified from time to time and such other terms and conditions prescribed by the telegraph Authority.

4. I/We agree that necessary charges for registration / installation / Advance annual rental / Arrears, if any will be paid to the controlling / billing authority of service provider & MCX, as and when we receive demand note / advice from service provider / MCX and when such charges become due.

5. I/We agree that I/We shall pay the surrender charges and other expense as prescribed under MCX Circular Ref No. …… dated ……. and any subsequent circulars issued in this respect, from time to time, in the event of surrender of my /our leased line(s) connectivity.

6. I /we agree that I / we shall pay the cancellation charges and other expenses incurred to establish the Leased Line as requested by me / us that may become payable, in the event of cancellation of the application / closure of the Leased line at a later date.

7. I/We do hereby agree to indemnify the Govt. of India / DOT / Service provider and keep them indemnified against any loss damage claim, cost, charges, expenditure incurred by or made against them in respect of loss of rent / call charges, violation of C.U.G. norms due to misuse of the Leased Line or otherwise whatsoever in the matter.

8. In case service provider provides us modems, it will be our responsibility to maintain the same safely. In case of any physical damage or theft we will bear the charges specified by service provider.

9. I/ we undertake to authorize MCX to inspect and test IT Infrastructure related to trading system at my/our site without any prior notice.

10. I / We shall 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 I/we 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.

11. I / We 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, 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.

12. I / We shall not 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.

13. I / We shall 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.

14. I / We 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.

15. I/ We hereby undertake and agree that this Undertaking-cum-Indemnity shall be valid and effective for any 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.

16. That I / we shall 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.

17. I/We also 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.

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

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