



Indian Commodity Exchange Ltd.

Circular No: ICEX/Tech/2010/086

Date: 07/07/2010

Dept.: Technology

Sub: Procedure for Member Trading through NOW Software

In pursuance of Rules, Byelaws and Business Rules of the Exchange, members of the Exchange are notified as under:

Exchange is now offering Trading on Exchange Platform through NOW.

Exchange member who want to trade on ICEX through NOW Software are requested to send their application and other details as per annexure given in this circular.

Members are requested to take note of it.

For **Indian Commodity Exchange Ltd.**

Technology Deptt

ICEX
A CUTTING EDGE PLATFORM

Kindly contact Technology Helpdesk on 0124-3925900 or send an E-mail at icex_support@icexindia.com for any assistance.

Annexure 1

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A CUTTING EDGE PLATFORM

Application form for Approval of Authorised User for Computer-Computer Link (CTCL) / Internet Based Trading (IBT)

(On letterhead of the member)

From:(Name of Member)

Member ID:

To,
Indian Commodity Exchange Limited
4th Floor,448-451 Udyog Vihar Phase-V Gurgaon
Tel.: 0124-3925900 FAX-0124-3925950

Dear Sir,

We(Name of Member) hereby apply for approval of the following person as our Authorised User for CTCL/IBT purposes.

Name

Address

Tel. No.

Fax No.

Email

We hereby agree and bind ourselves to be responsible for all acts, quotations and transactions done, trades made, or affected by such user on the CTCL/IBT Trading System. We shall ensure that he/she will not execute any order on his/her own account or on account of anyone without such order having been approved by us in writing prior to execution.

For
(Name of the Member)

Authorised signatory
(Name and designation)

Date:

Place:

Annexure 3

Guidelines for submitting the Undertaking

1. The Undertaking is to be executed on a Non-judicial stamp paper/s or on paper franked from Stamp Office/ authorised banks, worth Rs.300/- if executed in State of Maharashtra. If this Undertaking is executed outside the State of Maharashtra, then it must be executed on a non judicial stamp paper stamped in accordance to the duty as payable in the place of execution or on paper franked from Stamp Office/ authorised banks, worth Rs.300/- whichever is higher.
2. Further this Undertaking (including all annexure) has to be notarised before a Notary Public.
3. Please use the enclosed format. **Please do not retype the undertaking.**
4. All the pages of this Undertaking (including all annexure and documents) have to be signed in full. The persons signing should also sign in full at all places in the Undertaking where anything has been hand-written / any corrections have been made. If the Member is an individual, then the Undertaking has to be signed by the individual Member himself. If the Member is a firm, then ALL the partners are required to sign this Undertaking. If the Member is a company, then the Undertaking has to be signed by the Managing Director or any Director of the company named as an authorised signatory of the company.
5. If the Member is a company, the Undertaking has to be accompanied with a certified copy of the resolution of the Board of Directors of the company authorising the person(s) executing the undertaking to do so. The Common Seal of the company has to be affixed by the company on this Undertaking in the presence of such persons as authorised by the Articles of Association of the company. The Board Resolution should clearly state that the affixation of common seal shall be made in the presence of such persons as authorised by the Articles of Association of the company and should also clearly state the names of such persons. The above persons should sign the undertaking as a token of their presence when the common seal is affixed.
6. Please type the following on the non-judicial stamp paper as the first page and sign.

The non-judicial stamp paper of Rs. _____ forms part and parcel of this Undertaking executed by me / us. Mr. /Mrs. / M/s. _____ having my / our residence/office at _____ on this the _____ day of _____ 200 at _____ IN FAVOUR of Indian Commodity Exchange Limited.

Signature**

(**To be signed by the person(s) signing the Undertaking)

CTCL / IBT Undertaking

I / We....., an individual /a firm registered under the Indian Partnership Act, 1932 / a Company / body corporate incorporated under the Companies Act of 1956 /..... Act, 19....., and residing at / having our registered office at
.. - give this UNDERTAKING on this the day of 200.... at IN FAVOUR of Indian Commodity Exchange Limited, a company incorporated under the Companies Act of 1956, having its Operations Headquarter at 4th Floor, 448-451, Udyog Vihar,Phase-5, Gurgaon-122001 and Corporate Office at S.P. Centre, C-Wing, 41/44, Minoo Desai Marg, Near Radio Club, Colaba, Mumbai – 400 005. (hereinafter called 'ICEX' and /or 'Exchange')

WHEREAS,

- a) ICEX has provided the trading software to enable its Members to trade.
- b) In addition, ICEX provides a Computer – to –Computer Link (hereinafter referred to as the 'CTCL facility') and Internet Based Trading (hereinafter referred to as the 'IBT') facility on CTCL/IBT software provided by CTCL empanelled vendors designated by the Exchange for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations.
- c) ICEX has decided that it shall make the CTCL/IBT facility available to its Members on case to case basis, subject to such terms and conditions as ICEX may impose and one of the conditions is that they execute an undertaking in its favour in the format prescribed by it and agree to provide the said facility only to such persons (hereinafter referred to as the "Approved Persons") as ICEX may permit and also agree to abide by and be bound by the various terms and conditions which it may prescribe in this regard from time to time.
- d) I / We have admitted to the Membership of ICEX, and am/are desirous of availing the CTCL/IBT facility by fulfilling all the terms and conditions as may be prescribed by ICEX from time to time at its discretion in this regard.

NOW THEREFORE IN CONSIDERATION OF ICEX having agreed to allow me / us to avail the CTCL/IBT facility, I / we hereby **IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE** and agree to abide by and be bound by the following terms and conditions.

1. That I / We shall make the CTCL/IBT facility available to the Approved Persons only after obtaining the prior written consent of ICEX and subject to such terms and conditions as may be prescribed by ICEX from time to time.
2. That in addition to such terms and conditions as may be prescribed under clause (1) by ICEX, all the provisions of the Byelaws, Rules, Regulations and Circulars relating to use and operation

of the Trading System shall also mutatis mutandis become applicable to the use and operation of the CTCL/IBT facility.

3. That notwithstanding anything contained in this Undertaking all my / our liabilities and obligations as a Trading cum Clearing Member of ICEX shall not be affected nor shall be prejudiced in any manner whatsoever.

4. That without prejudice to the generality of the clause (3) of this Undertaking, I / we shall be responsible to settle all the trades executed by the Approved Persons on my / our behalf whether such trades were executed with or without my permission / knowledge and that I shall be bound to complete / fulfill all my / our obligations / liabilities / commitments arising due to the trades executed by the Approved Persons on my / our behalf.

5. That ICEX, at its discretion, may make the CTCL/IBT facility available to me / us at ICEX address first mentioned above or at any other address as ICEX from time to time may notify to me / us or approve as being the location.

6. That I / We shall use the physical communication link (s) provided to me / us, for the purpose of having simultaneous access to both the CTCL/IBT facility and TRADING SYSTEM Software.

7. That ICEX, at its absolute discretion, may make the CTCL/IBT facility available to me / us only from the date of my / our enablement on the CTCL/IBT facility till such time as it may deem fit and further that the CTCL/IBT facility may at any time be withdrawn by ICEX at its discretion without giving me / us any notice or any reasons whatsoever.

8. That the CTCL/IBT facility if made available to me / us by ICEX will be made available to me / us by ICEX on a non-exclusive basis only and that the same may be made available by ICEX, at its discretion, to any other Trading cum Clearing Member whomsoever on such terms and conditions as it may deem fit.

9. That I / We may be entitled by giving one month's written notice to request ICEX to withdraw the CTCL/IBT facility extended to me / us and such withdrawal shall be subject to such terms and conditions as may be prescribed by ICEX including payment of such compensation to ICEX as may be decided by ICEX at its discretion.

10. That I / We shall be responsible and take all such steps, actions and proceedings to ensure and keep ensured that no Approved Persons in any way further makes the CTCL/IBT facility available to any other person nor shall extend the CTCL/IBT facility outside his/new premises and that in case I / We fail to ensure the same, ICEX shall be empowered to take such action as it may deem fit, which action may include disabling me / us from having access to CTCL/IBT facility, and taking of such disciplinary actions as it may deem fit.

11. I / we undertake that

a) I / We shall at my / our own expenses provide all lines, cabling, software, hardware, equipment and other communication facilities required for transmission of the data between the

Receiving Premises and my / our server at my / our office and also obtain the necessary approvals from relevant authorities.

b) I / We shall ensure that the connectivity of the CTCL/IBT facility is as per the ICEX and Department of Telecommunications (DoT) and/or Mahanagar Telephone Nigam Limited (MTNL) and/or any other appropriate governmental / statutory authority approved network diagram and that I/we shall produce the necessary approvals to ICEX in order to meet one of its requirements for enabling me/us for having access to the CTCL/IBT facility.

c) I / We undertake to ensure that access shall be given only to Approved persons and also a method shall be established to ensure that non-Approved persons cannot access the system.

d) I/We undertake to pay any such license fees/charges/royalties as may be levied by DoT/MTNL/ICEX/any other regulatory/statutory authorities from time to time. ICEX fees if any for using the CTCL/IBT facility shall be paid in advance

e) I / we shall ensure that data communication lines between the ICEX equipment and my / our equipment will be connected to my / our own and further telecommunication network will be as per the ICEX and DoT and/or MTNL and/or any other appropriate governmental / statutory authority approved network diagram.

f) I / We shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with Clause (e) above.

g) I / We shall provide ICEX with the Network diagram and as adopted by me / us for having access to the CTCL/IBT facility between the Receiving Premises and my / our server at my / our office and that we shall also provide ICEX with the new network diagram as and whenever any changes are made to the existing Network diagram with the prior written permission of ICEX.

h) I / We shall notify ICEX giving the details related to the Approved Persons as per Annexure 4 format described attached hereto for prior approval of ICEX and shall acquire the prior written permission from ICEX for every additional Approved Person taken subsequently before letting him / her have access to the CTCL/IBT facility, further in case an Approved Person is disabled from acting in his / her capacity as such for any reason whatsoever, then I / we shall acquire prior written permission from ICEX before appointing any other individual to act as an Approved Person in his / her place.

i) I / We shall make the necessary changes in the software used by me / us for accessing the CTCL/IBT facility as and when any changes either technical or structural are made by ICEX in the CTCL/IBT facility.

j) I / We shall provide ICEX with the Technical Specifications for the software used by me / us for accessing the CTCL/IBT facility and shall also provide it with the new Technical Specifications for the software as and whenever any changes are made by me / us to the existing software used to access the CTCL/IBT facility.

k) I / We shall not develop / use any software for accessing the CTCL/IBT facility, which software in the opinion of ICEX shall resemble or result in duplication of TRADING SYSTEM software in any manner and further that no representation shall be made by me / us that the software developed by me / us for accessing the CTCL/IBT facility is part of-the TRADING SYSTEM software.

l) I / We shall not assign or otherwise transfer the rights and obligations arising out of the use of the CTCL/IBT facility and this undertaking whether in whole or in part without the prior written consent of ICEX.

m) I / We agree not to use, without the express permission of ICEX, the name of ICEX to directly or indirectly promote my/ our business.

n) I / We shall not, either by myself / ourselves or through any person acting on my / our behalf, issue / release / publish any advertisement, brochure, pamphlet, booklet, notice or any other promotional material on any aspect relating to the CTCL/IBT facility in any form, whether in writing or otherwise, in accordance to the Code of Advertisement as prescribed by the ICEX except with the prior written approval of ICEX.

o) I / We agree to obtain prior approval of ICEX for change of its activities/operations from existing approved CTCL/IBT vendor to another.

12. I / We agree that ICEX does not warrant that the provision of the CTCL/IBT facility will be error free or uninterrupted.

13. I / We undertake and agree that

a) I / We shall maintain all systems logs and make the same available for inspection by ICEX at any time at its discretion.

b) I / We shall not under any circumstances match the respective orders entered in by my / our Approved Persons from their terminals by myself / ourselves by using any means whatsoever and that I / we shall route all the orders entered in by my / our Approved Persons to the Trading System of ICEX so that they could be matched by the Central Computer of ICEX only.

c) I/We shall ensure that the following guidelines on CTCL/IBT and services would be adhered to:

i. System used by me / us has provision for security, reliability and confidentiality of data through the use of encryption technology

ii. I / We shall maintain adequate backup systems and data storage capacity and also arrange for alternative means of communications in case of Internet Link failure

iii. Order/Trade confirmation shall be sent to the investor through email at client's discretion at the time period specified by the client in addition to the other mode of display of such confirmations on real time basis on my/our web site. The investor shall be allowed to specify the time interval on the web site itself within which he/she would like to receive this information

through email. Facility for reconfirmation of orders which are larger than that specified by the member's risk management system shall be provided on the internet based system

iv. I / We shall ensure to have a system based control on the trading limits of clients and exposures taken by clients and also set pre-defined limits on the exposure and turnover of each client. The system will also be capable of assessing risk of the client as soon as the order comes in. The client also to be informed of acceptance/rejection of the order within a reasonable period. Reports on margin requirements, payment and delivery obligations etc to be informed to the clients through the system

v. I/We shall ensure that the following security measures shall be in-built in the system:

- User Id
- First Level Password (Private Code)
- Automatic expiry of passwords at the end of reasonable duration. Reinitialise access on entering fresh passwords.

vi. All transaction logs with proper audit facilities to be maintained in the system

vii. Secured Socket Layer Security for server access through Internet

viii. Suitable Firewalls between trading set-up directly connected to an Exchange trading system and the Internet trading set up.

ix. Shall integrate any advanced level security as specified by ICEX from time to time.

x. The following systems operations procedures will be adhered to:

- Shall follow similar logic/priorities used by the Exchange to treat client orders
- Shall maintain all activities / alerts log with audit trail facility
- The Web-server shall have internally generated unique numbering for all client orders/trades

d) I / We shall ensure that on-line surveillance and risk management features like trade by- trade Position Monitoring etc., shall be inbuilt in the CTCL/IBT facility and it shall be flexible to change as per ICEX guidelines.

e) I / We shall not develop or use any software / program facility which shall either directly or indirectly facilitate program trading without prior written approval of the Exchange. For the purpose of this clause the term 'Program Trading' shall mean any software or program facility by the use of which, upon the fulfillment of certain specified parameters, without the necessity of manual entry of orders, buy/sell orders are automatically generated and entered by the software / program facility into the Trading System of ICEX to be matched by the central computer.

f) I / We shall not develop or use any software / program which shall either directly or indirectly facilitate orders to cross trades of their clients with each other. All orders shall be offered to the market for matching.

g) ICEX shall be possessed with the absolute right to inspect the internal software used / being utilised me / us at any time at its discretion.

h) I / We shall render all possible assistance and cooperation to ICEX by providing access to any kind of information in any form as it may require and shall 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 ICEX at its discretion.

14. That after the completion of the necessary test and after completely satisfying myself / ourselves that the CTCL/IBT facility is fault free, I / we shall submit an Acceptance Certificate in the format as specified in Annexure 6 by ICEX in partial fulfillment of one of the conditions of ICEX for my / our enablement for having access to the CTCL/IBT facility.

15. That Member should arrange to provide demonstration of the IBT software at Exchange premises as per the Exchange's convenience. After successful demonstration of the software, ICEX would grant permission to Member for the usage of IBT facility.

16. That ICEX shall not be liable for any direct or indirect damage, costs, claims and expenses whatsoever

i. Arising from mechanical or electrical or telephone or network breakdown or power failure or malfunction of any computer and / or / our server and / or any other auxiliary equipment or any other cause beyond the reasonable control of ICEX.

ii. Based upon special indirect economic or consequential loss or damage including, but not limited to loss of profit, business revenue, opportunity costs, and goodwill or anticipated savings.

iii. Caused or contributed to by any event of Force Majeure. For 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 ICEX control, and further the above is without prejudice to the rights already accrued to ICEX 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.

iv. Or any other nature or type.

17. That ICEX shall not be responsible for development, maintenance, updates, upgrades, error-fixes and any other support of my / our software for accessing the CTCL/IBT facility and shall not be liable for any loss suffered by me / us due to the use of the software for accessing the CTCL/IBT facility.

18. That neither ICEX nor the directors, managers, officers, employees or agents of ICEX, guarantee the functioning of the CTCL/IBT facility. ICEX and the directors, managers, officers, employees and agents of ICEX shall not be liable in any way to me / us or to any of my / our Approved Persons or to any other person, for any non performance or interruption of CTCL/IBT facility or for any damages, consequential or otherwise, arising there from or

occasioned thereby. No proceedings would be adopted by me / us or any third party neither against ICEX nor against any individual officer or employee of ICEX for any act done by such officer or employee of ICEX in their official capacity.

19. I / We shall indemnify and keep indemnified ICEX harmless against every and all claims, demand, damages, liabilities, losses and expenses suffered by it directly by reason of the provision of the CTCL/IBT facility to me / us or by reason of my / our non compliance, contravention with the any of the provisions of this Undertaking.

20. That this Undertaking is applicable not only in respect of the information services and terminal equipment currently offered by me / us to Approved Persons but also in respect of any information services and terminal equipment developed by or for me / us in the future, even if I / we should at any time alter my / our mode of supplying information to Approved Persons provided ICEX approves in writing of such alteration with all details.

21. That without prejudice to any other right under any law for the time being in force or which may become applicable, ICEX shall be vested with the exclusive right, upon my / our non-compliance with any of the terms and conditions of this Undertaking or upon the termination, suspension of my / our Membership or upon my / our ceasing to be a Trading cum Clearing Member of ICEX, to take, at its discretion, such actions, steps, proceedings, measures, decisions within such period of time and upon such terms and conditions as it may deem fit and that any such actions, steps, proceedings, measures, decisions may, inter alia, include denial of access to the CTCL/IBT facility and / or take such disciplinary actions as it deems fit. I / we further undertake that I / we shall abide by and be bound by any actions, steps, proceedings, measures, decisions as may be taken by ICEX.

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

23. I / We shall treat as confidential all information obtained from ICEX pursuant to the arrangement and shall not divulge such information to any person (except to my / our own employees and then only to those employees who need to know the same) without the ICEX prior written consent and that I / we shall also ensure that my / our employees are aware of and comply with the provisions of this clause. The foregoing obligations as to confidentiality shall survive any termination of the availability of the CTCL/IBT facility.

24. Any declaration or other notice to be given by me / us to ICEX shall be sent by registered letter or telex / cable or facsimile transmission to the address first mentioned above.

25. This Undertaking shall be binding upon my /our heirs, successors, legal representatives and assigns.

26. I / We shall execute, sign, and subscribe, to such others documents, papers, agreement, covenants, bonds, and / or undertakings as may be prescribed or required by ICEX from time to time.

27. A Member shall not advertise or use any software/ program, which may directly or indirectly facilitate matching of orders between or among two or more clients by way of grouping or otherwise. The CTCL/IBT facility being used by a member shall have inbuilt feature of pushing in all the orders, entered by any of the approved persons only through CTCL/IBT server of the member for which in turn will push such orders to the trading system of the Exchange, the purpose of execution.

28. A member shall ensure to undertake periodic audit of their CTCL/IBT systems.

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

Signed by, for and on behalf of:

Before me



Details of the Dealer IDs for trading through CTCL

CTCL Admin ID	Dealer ID (if any preference, please specify)	CTCL Terminal Info*	Dealer Name	PAN ID	E-mail ID & Phone No.	Dealing Office Address

***-CTCL Terminal Info**

Terminal Info will comprise of 15 digits, constructed as follows

1. Pin code of the CTCL terminal location (six digits)
2. Branch ID of the CTCL terminal location (three digits)
3. Running serial number of trading **terminal Id**, under the CTCL Id within the branch (three digits)
4. Last three digits should be 000.

We declare that the information so furnished is true and correct.

For (Name of Member)

Authorised Signatory (Designated Director / Managing Partner / Proprietor / Karta)

Date:

Annexure 5

(On Letter Head of Member)

CERTIFIED TRUE COPY OF THE BOARD RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF (Name of the company) IN THEIR MEETING HELD ONthe (date of board meeting) AT (Office address)

“RESOLVED THAT the company can avail a Computer To Computer Link (CTCL)/ Internet based Trading (IBT) facility on its own behalf and on behalf of its clients in consonance with the Bye-Laws, Rules and Regulations laid down in this regard by the ICEX.

“RESOLVED FURTHER THAT any one of the Directors (Name mentioned below) are hereby authorize to execute the Undertaking and all the necessary documents that may be required by the authority for the same.”

Name	Designation	Mode of Operation	Signature
.....	Director
.....	Director
.....	Director

“RESOLVED FURTHER THAT the Common Seal of the company be affixed hereinto in the presence of

Mr....., Director of
.....”

Certified True Copy
For

Director

Acceptance Certificate for CTCL / IBT Software

(On letterhead of the member)

Date:

To,
Indian Commodity Exchange Limited.
4th Floor,448-451 Udyog Vihar Phase-V Gurgaon
Tel.: 0124-3925900 FAX-0124-3925950

Dear Sir,

I/We _____ (Name of Trading cum Clearing Member) do hereby communicate that we have procured CTCL/IBT software _____ (Product Name) from _____ (Name of CTCL/IBT Vendor). We have done the necessary testing and are satisfied with the product.

Our Registered office address as on date:

Status and Address of the Regd.

Office where terminal is located:

Office / Head Office/

Dealing Office/Office Address:

Name and designation of the person in-charge of the above office:

I/We request you to enable the User ID _____ for CTCL in the live environment

I/We will be using this User ID _____ along with the existing User ID _____ for CTCL facility.

Place:

Stamp & Signature of the authorized
representative of the Trading Member

Application for change of Authorised User from ICEX - TWS to CTCL

(On letterhead of the member)

From: (Name of Member)

Member ID:

To,
Indian Commodity Exchange Limited
4th Floor,448-451 Udyog Vihar Phase-V Gurgaon
Tel.: 0124-3925900 FAX-0124-3925950

Dear Sir,

We.....(Name of Member) hereby
Apply for change of Authorised User of ICEX Trading System to CTCL.

User ID

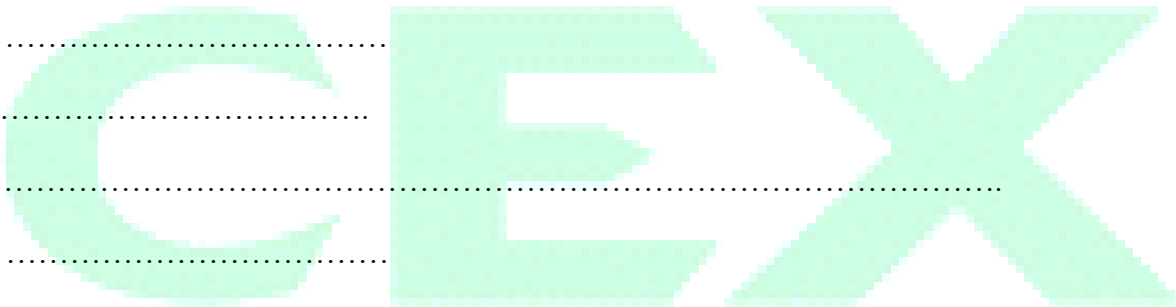
Name

Address

Tel. No.

Fax No.

Email



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We hereby agree and bind ourselves to be responsible for all acts, quotations and transactions done, trades made, or affected by such user on the CTCL Trading System. We shall ensure that he/she will not execute any order on his/her own account or on account of anyone without such order having been approved by us in writing prior to execution.

For
(Name of the Member)

Authorised signatory
(Name and designation)

Date:

Place:

Annexure 8

(On letterhead of the member)

From: (Name of Member)

Member ID:

Indian Commodity Exchange Limited
4th Floor, 448-451 Udyog Vihar Phase-V Gurgaon
Tel.: 0124-3925900 FAX-0124-3925950

Sub : CTCL-ID to be used for Internet Based Trading facility

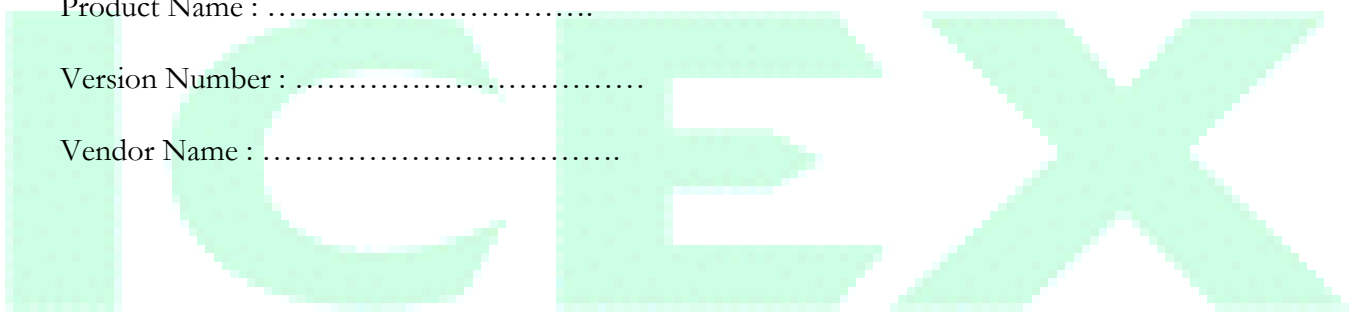
Please enable the facility of Internet Based Trading (IBT) on following CTCL user IDs

CTCL IDs :

Product Name :

Version Number :

Vendor Name :



For
(Name of the Member)

ADMITTING EDGE PLATFORM

Authorised signatory
(Name and designation)