



## Indian Commodity Exchange Ltd.

**Circular No.: ICEX/Tech/2010/117**

**Date: 16/09/2010**

**Dept.: Technology**

**Sub.: Updated circular for In-house CTCL software development by Member/  
Procurement of CTCL software from Non-empanelled vendor**

In Pursuance of the provisions of the Rules, Bye-Laws and Regulations of the Exchange and in partial modification of the exchange **circular no ICEX/Tech/2009/013 dated 1<sup>st</sup> December 2009** In-house CTCL software development by Member / Procurement of CTCL software from Non-empanelled vendor on the Members of the Exchange are notified as under:

The exchange has revised Annexure 4 for capturing dealer id details for CTCL

Members using in-house software/ procuring software form non empanelled for CTCL are requested to submit the documents in the revised format as mentioned in annexure 1

This will be effective from 20<sup>th</sup> of September 2010

Members of Exchange are allowed to develop their own trading front end (CTCL) software in-house using the API of the Exchange or procure CTCL software from Non-empanelled vendors. Exchange shall provide the technical specifications (message formats/protocols etc.) i.e. API for the interface with the Exchange trading system after submission of application form, undertaking and the documents as mentioned in **Annexure 1**.

On completion of the development/procurement of CTCL software, the member will have to test the software on the test environment provided by the Exchange. For this purpose a User-id on the test environment shall be provided, after obtaining a requisition for the same from the member. After successful completion of testing on the Exchange test environment, the Member is required to arrange for a comprehensive demonstration of the software to the Exchange. On satisfactory demonstration, the Exchange may approve the software and a letter to that effect may be issued to the member. Thereafter, Exchange will activate the user-id specified in the application form submitted by the member for CTCL trading facility, on the Live trading environment and will deactivate test user - id (s) allotted earlier for testing.

Members shall be fully responsible for the development and testing of software /procurement of software. They shall make the CTCL set up ready at their offices/branch offices which includes software, hardware and network. Members are solely responsible for contracts entered into by them with any CTCL Non-empanelled vendor. The Exchange shall not be liable for any loss, damage or other costs arising in any way out of the failure of the system. Members shall comply with detailed

requirement for development or procurement of the CTCL software and subsequent installation as more particularly described in S.No 2 to 8 in Annexure 1.

Members are required to provide list of Approved Persons who would handle each CTCL terminal of the Member. Approved person may be an employee or any Authorised Person of the Member who has been approved by the Exchange. Members shall not entrust the CTCL terminals to their clients or to any unregistered intermediary other than Approved Persons. Necessary written approval of the Exchange is required to be obtained before CTCL terminal is entrusted to an Authorised Person, failing which it shall be treated as violation. Use of terminal (s) without approval of Exchange shall be treated as unauthorized use of terminals under the bye laws. Such violation by any Member shall render him / her liable for such disciplinary action as the Exchange may deem fit including withdrawal of the User ID forthwith that is granted to the CTCL server from which the Member has extended the CTCL trading facility to such locations, without notice and/or reference.

A Member shall not 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 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 server of the member, which in turn will push such orders to the trading system of the Exchange, for the purpose of execution.

A member shall also ensure to undertake periodic system audit of their CTCL systems. Exchange will allot specific User ID for purpose of CTCL. Members shall not be permitted to use any other User ID for the purpose of CTCL.

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Kindly contact Technology Helpdesk on 022-30849737 or send an E-mail at [icex\\_support@icexindia.com](mailto:icex_support@icexindia.com) for any assistance.

## Annexure 1

### Documents to be submitted by the Applicant

S.No	Particular	Annexure No
1	Application form for In-house CTCL software development / procurement of CTCL software from non-empanelled vendor	2
2	Undertaking for CTCL facility (To be executed as per guidelines given on the first page of Annexure – 3)	3
3	Details of dealer id for trading through CTCL (Details of the person who handles the CTCL terminal of the Member)	4
4	Certified true copy of Board Resolution (A corporate member shall submit the Board Resolution. This is applicable if Member is a company)	5
5	Application for change of Authorised user from Indian Commodity Exchange TWS-CTCL	6
6	Details of CTCL Network being used by Trading cum Clearing member	7
7	Acceptance Certificate for CTCL Software (In case of procurement from non-empanelled vendor)	8
8	Network Diagram (Details of connectivity of CTCL server at member's office with Indian Commodity Exchange Central server in diagram to be provided by Member)	

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**Application form for In-house CTCL software development / procurement of CTCL software  
from non – empanelled vendors**

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(On letterhead of the member)

To,  
Indian Commodity Exchange Limited  
Romell Technology Park,  
Nirlon Compound,  
8<sup>th</sup> Floor, Building No.2,  
Western Express Highway,  
Goregaon (E),  
Mumbai- 400063  
Tel: (022) 30849700 Fax: (022) 30849725

I/We ..... (Name of the Member) hereby apply for use of  
CTCL software, developed In-house / Procured from Non-empanelled vendor.

1. Member ID :
2. Registered office address :
3. Telephone no :
4. Fax No :
5. E-mail ID :
6. Nature of Office : Regd. Office / head office / dealing office
7. Address of the office where :  
CTCL facility is extended from
8. Technical details :
  - Hardware
  - Software
9. Mode of connectivity between the : VSAT / Leased Line / Internet  
CTCL server and the CTCL terminal

I / We declare that the information so furnished is true and correct

For

(Name of the Member)

Authorised signatory

(Name and designation)

Date:

Place:

Stamp & Signature of the authorized  
representative of the Trading Member

**GUIDELINES FOR SUBMITTING UNDERTAKING**

1. The Undertaking is to be executed on a Non-judicial stamp paper/s worth Rs.300/- if executed in State of Maharashtra. If this Undertaking is executed outside the State of Maharashtra, it has to be executed on a non judicial stamp paper of the value as applicable in the place of execution or on stamp paper of value 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.

5. 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)

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### CTCL UNDERTAKING

(In-house CTCL software development by Member / Procurement of CTCL software from Non-Empanelled vendor)

I, \_\_\_\_\_ son \_\_\_\_\_ of \_\_\_\_\_ .....residing \_\_\_\_\_ at \_\_\_\_\_OR.

We ..... a firm registered under the Indian Partnership Act, 1932, having our registered \_\_\_\_\_ office at.....OR

We the Company .....incorporated under the Companies Act, 1956, having \_\_\_\_\_ our \_\_\_\_\_ registered \_\_\_\_\_ office \_\_\_\_\_ at \_\_\_\_\_(

hereinafter referred to as the Member) 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 and Corporate Office at 8th Floor, building No. 2,, Romell Technology Park, Nirlon Compound, Western Express Highway, Goregaon (E), Mumbai - 400 063

#### WHEREAS,

- a) Indian Commodity Exchange has provided the trading software to enable its Member to trade under the Bye laws of Indian Commodity Exchange.
- b) Indian Commodity Exchange provides a Computer – to –Computer Link facility (hereinafter referred to as the ‘CTCL facility’) on CTCL software developed In-house by the member / procured from non-empanelled vendor, for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations etc..
- c) Indian Commodity Exchange has decided that it shall make the CTCL facility available to its Members on case to case basis, subject to such terms and conditions as Indian Commodity Exchange may impose.
- d) The Member of the Exchange may develop the CTCL software in-house for the purposes of CTCL facility or procure CTCL software from Non-empanelled vendors after duly complying with the requirements as may be stipulated by the Exchange in this regards.
- e) Indian Commodity Exchange, at its discretion, may make the CTCL facility available to the Member at Indian Commodity Exchange address first mentioned herein above or at any other address as Indian Commodity Exchange from time to time may notify to the Member or approve as being the location.
- f) Indian Commodity Exchange, at its absolute discretion, may make the CTCL facility available to the Member only from the date the Members enablement on the CTCL facility till such time as it may deem fit and further that the CTCL facility may at any time be withdrawn by Indian Commodity Exchange at its discretion without giving the Member any notice or any reasons whatsoever.
- g) The Member have admitted to the Membership of Indian Commodity Exchange, and desirous of availing the CTCL facility by fulfilling all the terms and conditions as may be prescribed by Indian Commodity Exchange from time to time at its discretion in this regard.

**NOW THEREFORE IN CONSIDERATION OF INDIAN COMMODITY EXCHANGE having agreed to allow the Member to develop / procure and avail the CTCL facility, the Member hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE as follows:**

1. The Member undertake to make the CTCL facility available to the Approved Persons only after obtaining the prior written consent of Indian Commodity Exchange and subject to such terms and conditions as may be prescribed by Indian Commodity Exchange from time to time.
2. The Member undertakes that in addition to such terms and conditions as may be prescribed under clause (1) by Indian Commodity Exchange, 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 facility.
3. The Members liabilities and obligations as a Member of Indian Commodity Exchange shall not be affected nor shall be prejudiced in any manner whatsoever notwithstanding anything contained in this undertaking.
4. That without prejudice to the generality of the clause (3) of this Undertaking, the Member shall be responsible to settle all the trades executed by the Approved Persons on the Members behalf whether such trades were executed with or without the Members permission / knowledge and that the Member shall be bound to complete / fulfill all obligations / liabilities / commitments arising due to the trades executed by the Approved Persons on the Members behalf.
5. The Member undertakes that they shall use the physical communication link (s) provided to the Member, for the purpose of having simultaneous access to both the CTCL facility and TRADING SYSTEM Software.
6. The Member understands that the CTCL facility if made available by Indian Commodity Exchange will be on a non- exclusive basis only and that the same may be made available by Indian Commodity Exchange, at its discretion, to any other Trading cum Clearing Member whomsoever on such terms and conditions as it may deem fit.
7. The Member undertakes to give one month's written notice to Indian Commodity Exchange to withdraw the CTCL facility extended to the Member and such withdrawal shall be subject to such terms and conditions as may be prescribed by Indian Commodity Exchange including such payments and charges to Indian Commodity Exchange as may be decided by Indian Commodity Exchange at its discretion.
8. The Member undertakes to take all such steps, actions and proceedings to ensure and keep ensured that no Approved Persons in any way further makes the CTCL facility available to any other person nor shall extend the CTCL facility outside his premises and that in the event the Member fail to ensure the same, Indian Commodity Exchange shall be empowered to take such action as it may deem fit.
9. The Member undertakes to provide at their own expenses provide all lines, cabling, software, hardware, equipment and other communication facilities required for transmission of the data between the Receiving Premises and to the server at the Members office and also obtain the necessary approvals from relevant authorities.

10.The Member understands that the connectivity of the CTCL facility is as per the Indian Commodity Exchange and Department of Telecommunications of India (DoT) and/or Mahanagar Telephone Nigam Limited (MTNL) and/or any other appropriate governmental / statutory authority approved network diagram and that the Member shall produce the necessary approvals to Indian Commodity Exchange in order to meet one of its requirements for enabling the Member for access to the CTCL facility.

11.The Member undertakes 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.

12.The Member undertakes to pay any such license fees/charges/royalties as may be levied by DoT/MTNL/ Indian Commodity Exchange /any other regulatory/statutory authorities from time to time. Indian Commodity Exchange fees if any for using the CTCL facility shall be paid in advance.

13.The Member understands that data communication lines between the Indian Commodity Exchange equipment and to the Members equipment will be connected by the Member and further telecommunication network will be as per the Indian Commodity Exchange and DoT of India and/or MTNL and/or any other appropriate governmental / statutory authority approved network diagram.

14.The Member undertake to provide Indian Commodity Exchange with the Network diagram and as adopted by the Member for having access to the CTCL facility between the Receiving Premises and to the server at the Members office and that the Member shall also provide Indian Commodity Exchange with the new network diagram as and whenever any changes are made to the existing Network diagram with the prior written permission of Indian Commodity Exchange.

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

16.The Member undertakes to make the necessary changes in the software used by the Member for accessing the CTCL facility as and when any changes either technical or structural are made by Indian Commodity Exchange in the CTCL facility.

17.The Member undertakes to provide Indian Commodity Exchange with the Technical Specifications for the software used for accessing the CTCL facility and shall also provide it with the new Technical Specifications for the software as and whenever any changes are made by the Member to the existing software used to access the CTCL facility.

18.The Member undertakes not to develop / use any software for accessing the CTCL facility, which software in the opinion of Indian Commodity Exchange shall resemble or result in duplication of TRADING SYSTEM software in any manner and further that no representation shall be made by the Member that the software developed is for accessing the CTCL facility is part of-the TRADING SYSTEM software.

19. The Member undertakes not to assign or otherwise transfer the rights and obligations arising out of the use of the CTCL facility and this undertaking whether in whole or in part without the prior written consent of Indian Commodity Exchange.

20. The Member undertakes not to use, without the express permission of Indian Commodity Exchange, the name of Indian Commodity Exchange for directly or indirectly promoting the business.

21. The Member undertake that neither they or through any person acting on the Members behalf, issue / release / publish any advertisement, brochure, pamphlet, booklet, notice or any other promotional material on any aspect relating to the CTCL facility in any form, whether in writing or otherwise, in accordance to the Code of Advertisement as prescribed by the Indian Commodity Exchange except with the prior written approval of Indian Commodity Exchange.

22. The Member undertake to obtain the prior approval of Indian Commodity Exchange for any changes to be made to the existing network diagram/software.

23. The Member understands that Indian Commodity Exchange does not warrant that the provision of the CTCL facility will be error free or uninterrupted.

24. The Member undertake that the following controls shall be inbuilt in the Software to detect loss of product integrity:

i. Data validation routines to detect input errors.

ii. Backup and recovery procedures.

25. The Member undertakes that the CTCL facility shall be developed so as to generate the following from the System for the purpose of verification during the inspection:

i) Number of Users connected on to the Network.

ii) Number of Dealers connected on to the Network including privileges to each dealer.

iii) All the systems logs and audit trails of the Dealer and the Member.

iv) Provision for entering complementary dummy orders.

26. The Member undertakes that ;

i) The Member shall permit / allow Indian Commodity Exchange the inspection and testing of the software at the Members site without any prior notice. The source code of the software shall be available at the Members site.

ii) The Member undertakes to make available Prototype and the technical specifications of the software to Indian Commodity Exchange for testing purposes.

iii) The Member undertakes the responsibility to fix the bugs in the software, if any found at the time of testing.

27. The Member undertakes that,

i) The Member shall maintain all systems logs and make the same available for inspection by Indian Commodity Exchange at any time at its discretion.

ii) The Member shall not under any circumstances match the respective orders entered in by the Member's Approved Persons from their terminals by using any means whatsoever and that the Member shall route all the orders entered in by the Member's Approved Persons to the Trading System of Indian Commodity Exchange so that they could be matched by the Central Computer of Indian Commodity Exchange only.

iii) The Member undertakes the following guidelines on CTCL and services would be adhered to without fail:

a. System used by the Member has provision for security, reliability and confidentiality of data through the use of encryption technology

b. Member to maintain adequate backup systems and data storage capacity and also arrange for alternative means of communications in case of Internet Link failure

c. 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 the Members 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.

d. Member 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.

e. 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.

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

g. Secured Socket Layer Security for server access through Internet.

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

i. Shall integrate any advanced level security as specified by Indian Commodity Exchange from time to time.

j. Following systems operations procedures will be adhered to by the Member:

1. Follow similar logic/priorities used by the Exchange to treat client orders Maintain all activities / alerts log with audit trail facility

2. The Web-server shall have internally generated unique numbering for all client orders/trades

d) The Member undertakes that on-line surveillance and risk management features like trade-by-trade Position Monitoring etc., shall be inbuilt in the CTCL facility and it shall be flexible to change as per Indian Commodity Exchange.

e) The Member undertake not to 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 Indian Commodity Exchange to be matched by the central computer.

f) The Members undertakes not to 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) The Members understands that Indian Commodity Exchange shall be possessed with the absolute right to inspect the internal software used / being utilised the Member at any time at its discretion.

h) The Member undertakes to render all possible assistance and cooperation to Indian Commodity Exchange 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 Indian Commodity Exchange at its discretion.

28. That Member undertakes that after the completion of the necessary test and after completely satisfying that the CTCL facility is fault free, the Member shall submit an Acceptance Certificate in the format as specified in Annexure 8 by Indian Commodity Exchange in partial fulfillment of one of the conditions of Indian Commodity Exchange for the enablement for having access to the CTCL facility.

29. That Member undertakes to arrange to provide demonstration of the CTCL / IBT software at Exchange premises as per the Exchange's convenience. After successful demonstration of the software, Indian Commodity Exchange would approve the software and grant permission to Member for the usage of CTCL software.

30. The Members understands that Indian Commodity Exchange shall not be liable for any direct or indirect damage, costs, claims and expenses whatsoever caused to the Member or its clients.

Notwithstanding anything contained in this undertaking or elsewhere Indian Commodity Exchange shall not be liable for any claim, damages, loss of profit, business revenue:

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 Indian Commodity Exchange

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 Indian Commodity Exchange control, and further the above is without prejudice to the rights already accrued to Indian Commodity Exchange due to the Members failure to perform either in full or in part, the Members obligations prior to the occurrence of events of Force Majeure. Or any other nature or type.

31. The Member understands that Indian Commodity Exchange shall not be responsible for development, maintenance, updates, upgrades, error-fixes and any other support of the Members software for accessing the CTCL facility and shall not be liable for any loss suffered by the Member due to the use of the software for accessing the CTCL facility.

32. The Member also confirm that they have not obtained nor applied for any other UserID in the names of the Approved Person/User/s and that the User ID allotted shall be utilized by the Approved Person/user/s only to access the Indian Commodity Exchange trading system.

33 The Member understands that this undertaking is in respect of not only the information services and terminal equipment currently offered by the Member to Approved Persons but also in respect of any information services and terminal equipment developed by or for the Member in the future, even if the Member should at any time alter the mode of supplying information to Approved Persons provided Indian Commodity Exchange approves in writing of such alteration with all details.

34. The Member understands that neither Indian Commodity Exchange nor the directors, managers, officers, employees or agents of Indian Commodity Exchange, guarantee the functioning of the CTCL facility. Indian Commodity Exchange and the directors, managers, officers, employees and agents of Indian Commodity Exchange shall not be liable in any way to the Member or to any of the Members Approved Persons or to any other person, for any non performance or interruption of CTCL facility or for any damages, consequential or otherwise, arising there from or occasioned thereby. No proceedings would be adopted by the Member neither against Indian Commodity Exchange nor against any individual officer or employee of Indian Commodity Exchange for any act done by such officer or employee of Indian Commodity Exchange in their official capacity.

35. The Member shall indemnify and keep indemnified Indian Commodity Exchange and its directors, managers, offices, employees harmless against every and all claims, demand, damages, liabilities, losses and expenses suffered by it directly by reason of the provision of the CTCL facility to the Member or by reason of non compliance, contravention with the any of the provisions of this Undertaking.

36. The Member understands that this Undertaking is applicable not only in respect of the information services and terminal equipment currently offered by the Member to Approved Persons but also in respect of any information services and terminal equipment developed by the Member in the future, even if the Member should at any time alter the mode of supplying information to Approved Persons provided Indian Commodity Exchange approves in writing of such alteration with all details.

37. The members acknowledge and understand that without prejudice to any other right under any law for the time being in force or which may become applicable, Indian Commodity Exchange shall be vested with the exclusive right, upon the Members non-compliance with any of the terms and conditions of this Undertaking or upon the termination, suspension of the Members Membership or upon the Members ceasing to be a Trading cum Clearing Member of Indian Commodity Exchange, 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 facility and / or take such disciplinary actions as it deems fit. The Member further undertakes to abide by and be bound by any actions, steps, proceedings, measures, decisions as may be taken by Indian Commodity Exchange.

38. That no forbearance, delay or indulgence by Indian Commodity Exchange in enforcing the provisions of this Undertaking shall prejudice or restrict the rights of Indian Commodity Exchange 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 Indian Commodity Exchange is exclusive of any other right, power or remedy available to Indian Commodity Exchange and each such right, power or remedy shall be cumulative.

39. The Member undertakes to treat as confidential all information obtained from Indian Commodity Exchange pursuant to the arrangement and shall not divulge such information to any person (except to those employees who need to know the same) without the Indian Commodity Exchange prior written consent and that the Member also ensure that the Member's 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 facility.

40. The Member undertakes to execute, sign, and subscribe, to such others documents, papers, agreement, covenants, bonds, and / or undertakings as may be prescribed or required by Indian Commodity Exchange from time to time.

41. The Member undertakes to make any modification / amendment as required by Indian Commodity Exchange to be made from time to time by the Member during the continuation of the Agreement, if any.

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/IBT

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

1. If Trading through IBT (Internet Based trading): Mention 111111111111 (12 digit) as terminal info.
2. Else, Terminal Info will comprise of 12 digits, constructed as follows
  - I. Pin code of the CTCL terminal location (six digits)
  - II. Branch ID of the CTCL terminal location (three digits)
  - III. Running serial number of trading **terminal Id**, under the CTCL Id within the branch (three digits)

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

For (Name of Member)

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

Date:

**(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 ON .....the (date of board meeting) AT ..... (Office address)

“**RESOLVED THAT** the company can avail a Computer To Computer Link (CTCL) 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 Indian Commodity Exchange.

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

<b>Name</b>	<b>Designation</b>	<b>Mode of Operation</b>	<b>Signature</b>
.....	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



**Application for change of Authorised User from Indian Commodity Exchange - TWS to CTCL (On letterhead of the member)**

From: ..... (Name of Member)  
Member ID: .....

To,  
Indian Commodity Exchange Limited.  
Romell Technology Park,  
Nirlon Compound,  
8<sup>th</sup> Floor, Building No.2,  
Western Express Highway,  
Goregaon (E),  
Mumbai- 400063  
Tel: (022) 30849700 Fax: (022) 30849725

Dear Sir,

I/We.....(Name of Member) hereby  
apply for change of Authorised User ID of Indian Commodity Exchange Trading System to CTCL  
ID.

User ID .....

Name of User .....

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 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:

**Details of the CTCL network being used by the Trading cum Clearing Member  
(On the Letterhead of the Trading Member)**

To,  
Indian Commodity Exchange Limited  
Romell Technology Park,  
Nirlon Compound,  
8<sup>th</sup> Floor, Building No.2,  
Western Express Highway,  
Goregaon (E),  
Mumbai- 400063  
Tel: (022) 30849700 Fax: (022) 30849725

1. Name of the Member
2. Office Address where CTCL is to be located:

City:  
State:  
Pin Code:  
Telephone No. (O):  
Fax No. (with STD code):  
Email:  
Name of the contact person(s) with  
Designation:  
Mobile No.:

Mode of connectivity between the CTCL terminal and CTCL server: (VSAT / Dial-up / leased line / Internet/LAN, etc.)

**ACCEPTANCE CERTIFICATE FOR CTCL SOFTWARE**  
**(Applicable for the procurement of CTCL software from Non-empanelled Vendor)**  
(On the Letterhead of the Trading Member)

Date:

To,  
Technology Department  
Indian Commodity Exchange Limited.  
Romell Technology Park,  
Nirlon Compound,  
8<sup>th</sup> Floor, Building No.2,  
Western Express Highway,  
Goregaon (E),  
Mumbai- 400063  
Tel: (022) 30849700 Fax: (022) 30849725

Dear Sir,

I/We \_\_\_\_\_ (Name of Trading cum Clearing Member) do hereby communicate that we have completed testing of the CTCL software procured from \_\_\_\_\_ (Non-empanelled Vendor Name) and are satisfied with the product. The software product name is \_\_\_\_\_ (Product Name with version no).

Member ID :

Our Registered office address as on date :

Status and Address of the office where Regd. Office / Head Office/ terminal is located :

Dealing Office/Office Address: :

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

Name of the person for whom this Application for allotment of User ID Is made :

Testing performed on : \_\_\_\_\_ (Specify the period, if tested in the CTCL test environment provided by the Exchange)

Test User ID :

I/We request to convert User ID \_\_\_\_\_ for CTCL facility for usage in Live trading environment.

Place: \_\_\_\_\_ Stamp & Signature of the authorised representative of the Trading Member