

(On Non-judiciary stamp paper of Rs 300/-)

UNDERTAKING

I/we (Member Name) _____ do hereby undertake the following:

I/We agree that the leased Circuit (Circuit) will be used purely for the purpose of trading on ICEX only.

I/We agree that this circuit 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/DOT Authority. I/We further agree to extend facility to the Telegraph authority in order to enable (view only) monitoring of the purpose, performance and operation of the circuit, as and when required.

I/we hereby agree to abide by the provisions of Indian Telegraph Rules/DOT Rules in force and as modified from time to time and such other terms and conditions prescribed by the concerned Authorities.

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 & ICEX, as and when we receive demand note/advice from service provider/ICEX and when such charges become due.

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

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 circuit or otherwise whatsoever in the matter.

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.

I/We undertake to ensure that access shall be given only to the individuals authorised and also a method shall be established to ensure that non authorised persons cannot access the system.

(i) ICEX shall have the right and privilege of inspecting and testing at my/our site without any prior notice.

I / We shall keep full security of ICEX's databases and records in accordance with best computing practice.

I / We hereby undertake to duly inform ICEX in case of any cause, resulting in any change to my/our entity, or any change in any of the eligibility criteria.

For _____

_____ (Name and signature of the authorized signatory)

Rubber Stamp of the entity

I / We shall render all possible assistance and co-operation to ICEX 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 ICEX at its discretion.

I / We agree and undertake that ICEX 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 ICEX's 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.

I / We shall not hold ICEX responsible for delay, disturbance or non-availability of connectivity or delay in response from server during trading session or non-trading session, any delay in refund after surrender of connectivity or due to any reason at any time including the reasons stated in Force Majeure clause hereinabove.

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 my / our non-compliance, contravention with any of the provisions of this Undertaking or any penalty imposed by Service Provider or DOT due to my non-compliances of any provisions of the applicable Act Rules and Regulations.

I / We agree 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 rights, powers, remedies herein conferred upon or reserved for ICEX is exclusive of any other right, power or remedy available to ICEX and each right, power or remedy shall be cumulative.

I / We undertake that 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.

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 ICEX from time to time.

I/We also agree that in the event of my/our non-compliance with any of the provisions as mentioned above, ICEX shall take such action against us as it may deem fit in this regard.

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

Stamp & Signature of the Authorized Signatory

Date:

Place:

Format of Authorization letter from PCM /ITCM in favor of Exchange to Debit connectivity charges.

To be printed on letter head of the respective PCM/ITCM

Date:

To
The Membership Department
Indian Commodity Exchange of India Ltd
Reliable Tech Park, 403-A, B Wing,
4th Floor, Thane-Belapur Road, Airoli,
Navi-Mumbai-400708

Dear Sir,

Sub: Connectivity charges with respect to Leased Line

This is with reference to the above we would like to inform you that M/s _____ (Name of the member) having Member ID _____ is affiliated with us. Therefore, we authorised the Exchange to debit our settlement account towards the applicable connectivity charges (along with service tax if any) with respect to the leased line.

For _____(Name of ITCM / PCM)

_____(Signature)

Name of the Signatory:-

PCM/ITCM Member ID:-

Rubber Stamp