

**INSTRUCTIONS TO FILL UNDERTAKING FOR WIRELINE AND WIRELESS  
CONNECTIVITY**

1. This Undertaking has to be either franked or executed on a Non-Judicial stamp paper of Rs. 300/- or the value prevailing in the State, whichever is higher.
2. Please ensure that each and every blank in the undertaking is duly filled.
3. Please ensure that each and every handwritten detail filled is to be countersigned by the authorized signatories and to be rubber stamped.
4. Members are requested to obtain the signature of the authorized Signatories and rubber stamp on each and every page of the undertaking.
5. Obtain signature of two witnesses on the last page of undertaking.
6. In case of a corporate entity, affix the common seal of the company on the last page of the undertaking.

## **UNDERTAKING**

This Undertaking cum Indemnity ("Undertaking") is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by \_\_\_\_\_, admitted as a Member of Ace Derivatives & Commodity Exchange Limited and having his address/its registered office at \_\_\_\_\_ (hereinafter referred to as "Member" which expression shall unless repugnant to the context or meaning thereof shall include his/its heirs, successors, assigns and legal representatives) to and in favor of Ace Derivatives & Commodity Exchange Limited (hereinafter referred to as "ACE" or "the Exchange" ), a company incorporated under the Companies Act, 1956 having its registered office at Near Central Bank, Gandhi Road, Ahmedabad – 380001 and corporate office at 401, B Wing, Building No. 4, Infinity I.T. Park, Gen. A. K. Vaidya Marg, Dindoshi, Malad (East), Mumbai 400097 (hereinafter referred to as " ACE " which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors or assigns).

### **WHEREAS:**

1. ACE has introduced a trading system for the purpose of providing a screen based trading facility for the whole territory of India.
2. ACE through its Trading platform has established trading facilities in the whole territory of India by setting up a central trading system at Mumbai connecting to members' workstations through an appropriate communication network known as "ACE-NET" using MPLS, wired line / wireless network hereinafter referred to as the "connectivity" for the sake of brevity.
3. The Member intends to be connected to the ACE-NET through MPLS, procured through - service provider and/ or internet procured through any other service provider (hereinafter referred to as "service providers") and ACE agrees to provide the said facility among other conditions, on the execution of this Undertaking.

**NOW IN CONSIDERATION OF ACE permitting me/us as a trading member to use the above mentioned ACE-NET, the undersigned UNCONDITIONALLY AND IRREVOCABLY UNDERTAKE AND AGREE:**

- i. That ACE grants to me/us a revocable, non-exclusive and non-transferable entitlement to avail the Services of ACE-NET for its personal use only. I/We agree and undertake that access to and/or use of the Services shall be deemed unconditional acceptance of the Services by me/us.

- ii. That ownership of ACE-NET will remain with ACE and will not be transferable to me/us in any manner.
- iii. That Closed User Group for the ACE-NET will consist of ACE and its authorized members/users.
- iv. To procure the required connectivity through the service provider and make all the necessary payments to and follow up from time to time for installation, commissioning with the service provider and shall submit all the required documents to ACE/ service provider immediately and from time to time as may be necessary.
- v. I/We agree that necessary charges for registration/installation/Advance annual rental/Arrears, if any, will be paid by us in the manner required as and when we receive demand note/advice from the Service Provider concerned or ACE.
- vi. To take all the necessary measures to shift the connectivity at my/our own cost (including the cost of any extra equipment, if required) to the new location of ACE as and when intimated and shall not hold ACE responsible for any stoppage of trading through such connectivity during the shifting period for any reason whatsoever.
- vii. That I/We shall do all necessary follow-ups with the service providers in case of shifting of my/our operation to other locations and shall pay the necessary charges to the service providers for the shifting of such connectivity.
- viii. I/We hereby irrevocably authorize ACE to sign documents, place orders on our behalf, debit our/my account for the amount payable towards annual recurring charges as well as dues and other costs towards all the Leased Line/s taken by us for connectivity to ACE-NET as and when due. We undertake to provide necessary funds in our said account and agree that in the event of insufficiency of funds in our said account, the Leased Line/s connectivity may be withdrawn and the ACE may appropriate the dues from any monies held by the ACE to our account besides any other action as ACE may deem fit.
- ix. To use ACE-NET and all related or connected equipment only for the purposes prescribed and approved by ACE.
- x. To hire MPLS circuit for a minimum period as may be prescribed by the service providers from time to time.

- xi. To ensure that the operation of the systems / Equipment installed by me/us does not cause any harm/loss to the Department of Telecommunication or ACE or any network service providers.
- xii. To procure and use only the service provider /ACE approved equipment for the purpose of being connected to the ACE-NET.
- xiii. To use ACE-NET 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 motto at any time.
- xiv. To use ACE-NET 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 and relevant laws, which shall be applicable and shall be complied with.
- xv. To use all communications through ACE-NET for the exclusive in house communication of only approved users of the ACE-NET and in no way, at no place and at no time to connect to Public Telecommunications /Telex /Data /Telephone Network of Department of Telecommunication /MTNL /BSNL/ TTML or any network of any other party unless permitted to do so by ACE upon permission to do so being granted to it by Department of Telecommunication.
- xvi. That ACE does not give any commitment/guarantees towards connectivity performance like response time, uptime etc.
- xvii. That in case we use normal Internet to connect to ACE-NET and trading on ACE system, I /We am/are fully aware of and understand the risks associated with availing of a service for routing orders over the internet including the risk of misuse and unauthorized use of its Username and Password by a third party and the risk of a person hacking into my/our log-in. I/We accept full responsibility for the monitoring and safeguarding of my/our log-in and shall bear entire risk, responsibility and liability for any and all unauthorized use and misuse of its Password and Username. I/We shall be solely responsible for the Services used by any person whosoever using my/our Username and Password whether or not such person was authorized

to do so. I/We shall be responsible for the order placed and trades executed, clearing and settlement of all trades on behalf of my /our constituents done using my /our username and password and undertake not to hold ACE or - the service provider liable for any loss or damage resulting from such use and misuse of Username and Password.

- xviii. To ensure that no communication/message which is prejudicial to the interests of the nation or to the security of India is passed over, through or on the connectivity or any part of ACE-NET.
- xix. That notwithstanding anything contained in the terms and conditions applicable for operation of ACE-NET, I/ We shall not carry such messages (e.g. Electronic Transfer of Funds), which are prohibited by law on any part of ACE-NET.
- xx. To ensure that the connectivity and related equipment are installed and used only in the approved premises under my/our control only by persons authorized or approved by ACE and to take all responsibility for authorized or unauthorized use of the ACE-NET through the connectivity and related equipment.
- xxi. I/ we will ensure that the data communication link between the Exchange's equipment and Trader Workstation installed at my / our premises shall be used on point-to-point basis only. I/We shall further ensure that the above link will not be connected to any other telecommunication network and I/We shall indemnify the Exchange against any loss or damage including liabilities arising out of failure to comply with the above
- xxii. That in case of problems related to the connectivity with the trading system, I/We shall endeavor to diagnose with help of ACE / the service provider officials and confirm to ACE that the connectivity link is functioning normally. In case ACE is not satisfied about the same, I/We also shall send a representative to ACE to demonstrate the same, if required.
- xxiii. That in case of ACE running its live trading operations or conducting tests from its disaster recovery site, I/We am/are not entitled to and shall not be provided with the connectivity to ACE's trading facility through the same connectivity. However, ACE may divert the MPLS network traffic to disaster recovery site.

- xxiv. That ACE shall not be liable for any stoppage in trading activities owing to objections from any regulatory authorities. ACE shall also not be liable for any direct or indirect damages or losses suffered by me/us, for whatsoever reason including owing to system failure or loss of connectivity due to any reason
- xxv. That ACE is only acting as a facilitator and there is no partnership or principal agent relationship between us, and ACE shall neither be held liable or made to indemnify the Service Provider or any party in any manner whatsoever nor shall it be made a party to any dispute or court proceedings arising out of the Services or any agreement pertaining to the same.
- xxvi. That I/We shall not alienate or part with any portion of the equipment supplied by the service provider /equipment of the ACE-NET in any manner whatsoever including by way of Mortgage, Hypothecation, Pledge, Exchange, Gift, Lease, License, Agency etc.
- xxvii. That I/We agree to abide by the terms and conditions of the Service Provider as may be applicable to us from time to time.
- xxviii. That I/We shall be responsible and shall take all such steps, actions and proceedings to ensure and keep ensured that the ACE-NET is not accessible outside the approved premises and is not subjected to un-authorized use.
- xxix. To provide the Telecom Engineering Centre (TEC) approved equipment and cables at my/our end for the leased connectivity between the trading system and my/our premises.
- xxx. That I/We shall provide ACE with Technical specifications of the software used for accessing the ACE-NET and shall carry out the necessary changes, either technical or structural, as may be directed by ACE for any reason whatsoever.
- xxxi. That the trading facility through the connectivity may be withdrawn by ACE at any point of time at its own discretion without assigning any reason whatsoever.
- xxxii. I/We agree to follow up with the respective service providers from whom I/we have availed the services, for any refund and/or for transfer/shifting and surrender or any such requirements.

- xxxiii. That the connectivity may be deactivated at any point of time on failure of compliance with the above conditions, till such time the necessary corrections are incorporated.
- xxxiv. That the ACE may at any time amend these terms, by modifying or rescinding any of the existing provisions or conditions or by adding any new provisions or conditions.
- xxxv. That to completely indemnify, defend and hold harmless ACE, its affiliates, officers, directors, employees, and agents, from any and all losses, expenses, third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from my/our use of the Services or its use by any of his authorized user/s or for their negligence or failure for taking adequate safeguards for preventing any loss to ACE. I/We shall also indemnify and shall be responsible for all use of this service and/or the violation of any of the provisions of this undertaking by me/us or my/ our authorized user /s including without limitation infringement of any statutory requirements.
- xxxvi. That not to hold ACE or the service provider responsible for any direct/indirect/consequential, harm/loss/damage of any kind to the user/users of ACE-NET on account of any interruption of ACE systems or network or the connectivity as the ACE does not warrant that the service will be uninterrupted or error-free.
- xxxvii. That I/We shall use ACE-NET subject to and in accordance with the Rules, Byelaws and Business Rules of ACE and such other terms and conditions as may be prescribed by the service providers or ACE from time to time.
- xxxviii. That to abide by the direction given by the ACE in the event of any contravention of any of the Bye-laws, Rules and Business Rules framed by ACE upon which ACE may adopt any action including but not limited to disciplinary or legal or impose any other penalty which ACE may deem necessary, which shall include the right of ACE to demand any amount of monetary compensation for any default on my /our part and in the event of a default in payment by me/us, may be adjusted by ACE at its discretion against my/our security deposit with ACE.
- xxxix. That this Undertaking cum Indemnity be governed by and construed in accordance with the laws of India, without regard to the principles of conflict of laws and courts of Mumbai shall have exclusive jurisdiction.

Signed and delivered by the within named Trading Member

**WITNESSES**

Signature

(1) NAME  
ADDRESS:

Signature:

(2) NAME:  
ADDRESS: