

INSTRUCTIONS TO FILL MEMBERSHIP UNDERTAKING

1. The MEMBERSHIP UNDERTAKING has to be executed on a Non-Judicial Stamp Paper of the value of Rs. 300/- or the value prevailing in the State of residence or business of the person seeking Membership, whichever is more.
2. Each and every blank in the Undertaking shall be duly filled.
3. The signature of two authorized signatories and rubber stamp shall be affixed on each and every page of the Undertaking.
4. Two persons shall sign as witnesses against each authorized signatory on the last page of the Undertaking.
5. In case of a corporate entity the common seal of the Company and in case of a firm the rubber stamp shall be affixed on the last page of the Undertaking.
6. The Undertaking shall be notarized.
7. The following shall be typed on the Stamp Paper (as the first page).

Membership Undertaking

This Non-Judicial Stamp paper of Rs.300 forms part and parcel of this Undertaking submitted by to Indian Energy Exchange Limited executed by

Mr./Mrs./Ms. _____ on

day of , 20 ____ on behalf of -----

This undertaking is given at ____ this day of, 20....

To Indian Energy Exchange Limited, New Delhi, India Hereinafter called "IEX" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

Signature (1).....
Rubber Stamp

Signature (2).....
Rubber Stamp

Notary (Stamp & Seal)

Notary (Stamp & Seal)

BY

.....

Registered Office:

.....

Hereinafter called "the Undersigned" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns).

WHEREAS THE Undersigned is desirous to be admitted as the Member of IEX hereinafter referred as Member.

AND WHEREAS IEX has agreed to admit the Undersigned as a Member on IEX in accordance with the Rules, Bye-Laws, and Business Rules of IEX in force from time to time subject to the Undersigned furnishing the Undertaking in the manner and on the terms specified herein below:

NOW THEREFORE in consideration of IEX admitting the Undersigned as a Member of IEX, the Undersigned hereby undertakes and agrees that:

1. The Undersigned shall comply with all such requirements, existing and future, with regard to and in connection with admission and continuance of the Undersigned as a Member.
2. On being admitted as a Member, the Undersigned shall be active participant of IEX.
3. The Undersigned shall abide by, comply with and be bound by the Rules, Bye- Laws, and Business Rules of IEX, as in force from time to time and any clarification, directive, circular, order, notice, instruction issued by the IEX and in force from time to time.
4. The Undersigned shall abide by the code of conduct applicable to Member as laid down by IEX from time to time.
5. The Undersigned agrees that IEX shall be entitled to amend its Rules, Bye-laws, and Business Rules unilaterally and the Undersigned shall be deemed to have consented to any amendment made to the Rules, Bye-laws, and Business Rules of IEX, and accordingly shall be bound by the Rules, Bye-laws, and Business Rules prevailing from time to time and IEX shall be entitled to exercise all powers vested in it under its Rules, Bye-Laws Business Rules and Circulars by which the Undersigned unconditionally agrees to be bound.

Signature (1).....
Rubber Stamp

Signature (2).....
Rubber Stamp

Notary (Stamp & Seal)

Notary (Stamp & Seal)

6. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Member for such period as may be specified by IEX from time to time.
7. The Undersigned shall permit IEX or any person authorized by it for inspection, access to all records, books, information, documents and its offices as may be required.
8. The Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by IEX, and shall comply with such audit requirements as may be prescribed by IEX from time to time.
9. The Undersigned shall follow and comply with such orders or instructions, whether being in the nature of a penalty, fine or otherwise, as may be issued by IEX or any committee of IEX duly constituted for the purpose, in the event of the Undersigned committing any violation of any Rules, Bye-Laws, Business Rules, Circulars or practice or code of conduct prescribed by IEX in respect of conduct of the business on IEX.
10. The Undersigned shall conduct business at IEX prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to the interest of IEX in particular.
11. If any difference or dispute shall arise as to the interpretation, meaning or effect of this Undertaking or as to the rights and liabilities of the Undersigned or in respect of any other matter relating to IEX operations, the decision of IEX shall be final, conclusive and binding on the Undersigned.
12. The Undersigned shall abide by and adopt the Rules, Bye-Laws, and Business Rules of the clearing and settlement systems of IEX and any other agencies appointed by IEX for this purpose and any amendments made thereto from time to time.
13. The Undersigned shall pay the costs and expenses including fees prescribed by IEX from time to time, as communicated by IEX within due date as indicated in Invoice/Demand Note from IEX and in case of nonpayment by due date IEX may deduct from the settlement account.
14. The Undersigned shall use IEX infrastructure facilities and equipment only for the purpose for which they are permitted to be used so and for no other purpose.

Signature (1).....
Rubber Stamp

Signature (2).....
Rubber Stamp

Notary (Stamp & Seal)

Notary (Stamp & Seal)

15. The Undersigned shall furnish security deposits, pledge of securities, hypothecation of movables, lien on bank accounts or such other security as may be required by IEX from time to time and to do all acts, deeds and things to enable IEX to exercise all or part of the above mentioned securities to secure recovery of default in payment and other incidental charges relating to default and other dues of IEX and clearing house, if any.
16. The Undersigned shall bring in additional margin deposits and funds as and when required as decided by IEX from time to time to participate in the trading and clearing operations on IEX.
17. The Undersigned is aware that the Undersigned would be/is admitted as a Member of IEX on paying the prescribed membership fee and security deposit and that the membership is not transferable for a minimum period of 3 (three) years. or such other minimum period as may be stipulated from time to time by IEX and the Undersigned does unequivocally undertake that the Undersigned shall not be entitled to make any claim for refund of the security deposit for a minimum period of 3 (three) years from the date of deposit or such other minimum period as may be stipulated from time to time by IEX even if the Undersigned intends to cease to be the Member or discontinue to transact on IEX.
18. Without prejudice to what has been undertaken above, IEX shall be entitled to forfeit any property, funds, amounts, deposits or other sums due to the Undersigned or to the credit of the Undersigned in such events or contingencies as may be stipulated in the Rules, Bye-laws and Business Rules of IEX in force from time to time.
19. IEX shall not be held responsible or liable for any loss to the Undersigned or the Clients of the Undersigned on account of failure of computer systems, telecommunication network and other equipment installed by IEX at the offices of the Undersigned and IEX shall also not be held responsible for any misuse, mishandling, damage, loss, defect or injury to the computer systems, telecommunication network and other equipment installed by IEX.
20. IEX shall have the right to inspect and supervise all computer systems, software programs, telecommunications equipment, VSAT/MPLS and the like, which are provided by IEX at the office of the Undersigned.

Signature (1).....
Rubber Stamp

Signature (2).....
Rubber Stamp

Notary (Stamp & Seal)

Notary (Stamp & Seal)

21. The Undersigned shall not make any alterations, modifications and changes to the computer systems, software programs, telecommunications equipment, VSAT and the like installed by IEX without prior written consent of IEX.
22. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, and the like of IEX without prior written consent of IEX except and to the extent as may be required in the normal course of its business. Similarly, the Undersigned shall not use without prior written approval of IEX, the name of IEX to directly or indirectly promote the business of the undersigned.
23. The Undersigned shall from time to time and of its own notify to IEX any change in the composition of the Board of Directors of the Undersigned and where in the opinion of IEX any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to such change any direct or indirect transfer of shares or securities in the share capital of the Undersigned, IEX will be entitled to review continuation of the Undersigned as a Member of IEX and, the Undersigned shall be bound by any decision taken by IEX in this regard which shall be final.
24. The Undersigned hereby confirms and undertakes that it is competent in all respects to become a Member of IEX and participate in contracts transacted at IEX. The Undersigned further confirms that in case of any doubt or reference in future regarding validity of its candidature to become a Member, the onus to prove the same shall lie on the Undersigned itself and IEX shall not be liable for any matter in case of such eventuality.
25. The Undersigned shall execute, sign, and subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by IEX from time to time.
26. The Undersigned undertakes to make such contributions to Settlement Guarantee Fund or any other fund pertaining to IEX as and when required by IEX and also comply with all requirements of IEX in respect thereof.
27. The Undersigned shall arrange to get itself registered with respective relevant authorities as may be required from time to time under any law of the land for the purpose of participating in the operations of IEX.
28. The Undersigned has received and/or will obtain required consent from respective DISCOM/STU/SLDC/RLDC, as applicable, to carry out its business as Member on the platform of IEX.

Signature (1).....
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Signature (2).....
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Notary (Stamp & Seal)

Notary (Stamp & Seal)

29. The Undersigned shall abide by provisions of the Electricity Act, 2003 or any rules or regulations made there under or Grid Code or any other applicable Act or law or any rules or regulations made there under.
30. The Undersigned shall subscribe to at its cost the mandatory centralized insurance cover as required by IEX for the Members at IEX to pay the insurance premium as may be required by IEX and also to comply with all requirements of IEX in respect thereof. The Undersigned shall not have any objection to create a default reserve fund by transferring a specified amount out of the Settlement Guarantee Fund, as may be decided by the Exchange from time to time, every year to meet the liability of the Undersigned defaulting in paying dues of the Exchange..
31. The Undersigned shall forthwith notify IEX in writing as and when any notice is received by the Undersigned in connection with any institution of insolvency proceedings against the Undersigned and that the Undersigned shall also inform IEX in writing before the Undersigned initiates any insolvency proceedings to be declared to be insolvent The Undersigned further shall forthwith inform IEX in writing on the onset of any circumstance which is likely to or may render the Undersigned to be declared to be insolvent(s) or which is likely to or may render the Undersigned liable to be subject to insolvency proceedings.
32. The fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with IEX, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to IEX and all other claims against the Undersigned for due fulfillment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made subject to the Rules, Bye-Laws, and Business Rules of IEX. IEX shall be entitled to adjust or appropriate such fees, deposits and other monies for such dues and claims, to the exclusion of other claims against the Undersigned, without any reference to the Undersigned.
33. Without prejudice to the rights, remedies whether legal or otherwise available to IEX upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified IEX against any loss, injury or damage suffered by IEX whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
34. This Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned in the same manner as the Undersigned.
35. The Undersigned further agrees that IEX reserves the right to terminate the membership of the applicant, at its absolute discretion and at any time, for any reason whatsoever and without communicating those reasons to the Undersigned.

Signature (1).....
Rubber Stamp

Signature (2).....
Rubber Stamp

Notary (Stamp & Seal)

Notary (Stamp & Seal)

- 36. The Undersigned shall forthwith notify, in writing, IEX of any change in its constitution or articles of association or Management
- 37. The Undersigned does hereby confirm that the information provided in the application form of the Undersigned for the Member of IEX is true and correct to the best of the knowledge and belief of the Undersigned and that this Undertaking will be binding on the successors, heirs, legal representatives and permitted assigns of the Undersigned.

Signed and delivered by the hereunder named Member.

Name of the Member.....

Signature (1).....
Name of the Authorised Signatory
Rubber Stamp

Signature (2).....
Name of the Authorised Signatory
Rubber Stamp

Witnesses

Name:

Signature:

Address:

Name:

Signature:

Address:

The common seal of _____

_____ has been hereunto affixed pursuant to a resolution passed at a meeting of the Board of Directors of the Company or Partners of the Firm, as the case may be, held on _____ day of

_____ 20____ in the presence of * _____

COMMON SEAL:

Signature (1).....
Rubber Stamp:

Signature (2).....
Rubber Stamp:

Common seal:

* As required by the Articles of Association of the Company

Notary (Stamp&Seal)