

DATAFEED VENDOR AGREEMENT

THIS DATAFEED VENDOR AGREEMENT (the "*Agreement*") is made and executed on this _____ day of _____ at Mumbai and becomes effective from 1st June 2025

BY AND BETWEEN:

MULTI COMMODITY EXCHANGE OF INDIA LIMITED, a company incorporated and duly registered under the Companies Act, 1956, having its registered office at Exchange Square, Suren Road, Chakala, Andheri (East) Mumbai 400 093, India (hereinafter referred to as the "*Exchange*" or "MCX", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its subsidiaries, successors, affiliates and permitted assigns) of the **ONE PART**;

AND

Pride Trading Consultancy Private Limited, having its office at **410-411 Serene Centrum Sevasi Road Vadodara Gujarat 390021** (hereinafter referred to as "the *Vendor*") which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns of the **SECOND PART**.

"Exchange" and "the Vendor" are hereinafter jointly referred to as the "Parties" and severally as a "Party"

WHEREAS:

- A. The Exchange disseminates information relating to commodity instruments traded on the Exchange, together with the closing & spot prices of such commodity instruments, and other information relating to the commodities traded on the Exchange, in the manner and form set out in **Schedule 1** hereto (collectively known as the "*Datafeed*").

The Vendor desires to receive the Datafeed and Exchange Information (*as hereinafter defined*) from the Exchange for the purposes of using, processing and disseminating the same through its Website www.pridecons.com

- B. The Exchange agrees to provide the Data feed and Exchange Information to the Vendor, in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings, promises and covenants set forth in the Agreement including the Schedules annexed hereto the Parties hereto have agreed to the terms and conditions hereafter set out.

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 **Definitions.** In this Agreement unless the context otherwise requires or expressly provides, the following words shall have the following meanings respectively:

"Access"	shall mean the capability to receive/logon for receiving the Information (<i>hereinafter defined</i>) by any Vendor the Redistributor and/or the Client, through any Device;
"Agreement"	shall mean this Datafeed Vendor Agreement, together with the Schedules annexed hereto, as may be amended from time to time;
"Business Day"	shall mean any day (excluding Sundays, as well as other Exchange nominated holidays) on which the Exchange is open for business;
"Client(s)"	shall mean any existing or prospective Client of the Vendor and/or the Redistributor, who has signed and executed the Redistributor Datafeed Agreement or the Client Agreement;
"Client Agreement"	shall mean the Client Agreement to be entered into by the Client(s) with the Vendor or the Redistributor, as the case may be;
"Confidential Information"	shall mean all non-public information including the subject matter of this agreement, confidential material that Exchange (the " <i>Disclosing Party</i> ") designates as being Confidential, documents, accounts, business plans, Quarterly analysis reports, customer lists, financial information, formula & pricing information, unpublished price sensitive information, and any other information made available by the Exchange, to the Vendor, Redistributor or the Client as the case may be, (the " <i>Recipient Party</i> ") in oral, graphic, written, electronic or machine readable form, whether or not the information is expressly stated to be confidential or marked as such.
"Datafeed"	shall mean the data as defined more specifically in Schedule 1 ;
"Delayed Information"	shall mean any Information other than Real-time Information;

"Device"	shall mean any type of equipment, either fixed or portable, that is capable of accessing and/or displaying the Information;
"Derivative work/information"	means any value/information derived out of Exchange Information.
"Exchange"	shall have the meaning ascribed to it in the preamble to this Agreement;
"Exchange Information"	shall mean to include Datafeed and/or such other information that may be used / disseminated / processed and/or compiled by the Exchange for dissemination;
"IST"	shall mean Indian Standard Time;
"Information"	shall collectively mean the Datafeed and the Exchange Information or individually the Datafeed or the Exchange Information;
"Intellectual Property Rights"	shall mean patents, trade marks, service marks, trade and service names, copyrights, registered designs, domain names, rights of Privacy and Publicity and other forms of intellectual or industrial property, Confidential Information, know-how, database, topography rights, database rights and design rights whether or not any of them are registered and including applications for any of them, trade secrets and rights of confidence, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permissions in connection therewith, anywhere in the world and whether or not registered or registrable and all applications for registration in connection with the foregoing; all rights or forms of protection of a similar nature or having similar or equivalent effect to any of them which may subsist anywhere in the world;
"Media Distribution"	shall mean the distribution of the Information to the general public, solely by means of television, websites, radio, newspaper, or magazines;
"Person"	shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited

"Portal"	liability company, joint venture, Governmental Authority or trust or any other entity or organisation;
"Premises"	shall mean a specialised Web Site;
"Quarterly"	shall mean MCX premises located at Exchange Square, Suren Road, Chakala, Andheri (East) Mumbai 400093, India or any other premises as may be notified by the Exchange from time to time after giving prior notice of change to the Vendor;
"Real Time Information"	shall mean in any year, the time period from April to June, July to September, October to December and January to March;
"Redistributor"	shall mean any Datafeed and/or Exchange Information subscribed to and received by the Vendor and/or Redistributor from the Exchange and which is designated by the Exchange as being real-time;
"Redistributor Agreement"	shall mean any Person to whom the Vendor disseminates Information in terms of the Redistributor Datafeed Agreement;
"Report"	shall mean the Agreement to be executed between the Vendor and the Redistributor;
"Service"	shall mean a report to be submitted by the Vendor to the Exchange in a format annexed hereto as Schedule 6 outlining the use, processing, distribution and dissemination of the Information;
"Technical Specifications"	shall mean any service provided by the Vendor to the Redistributor and/or the Client for dissemination of Information or any derivative works thereof in any manner or form whatsoever, from time to time as mentioned in this Agreement;
"Term"	shall mean the technical specifications for the Information contained in Schedule 2 , detailing the manner and the format in which the Information shall be disseminated to the Vendor;

shall have the meaning set out in Clause 3;

"Third Party"	shall mean any Person who is not a party to this Agreement;
"Vendor"	shall have the meaning ascribed to it in the preamble to this Agreement;
"Web Site"	shall mean a series of interconnected web pages forming a logical sequence of the same URL residing in a single directory on single or multiple web servers;
"Wireless Based Devices"	shall mean Mobile and/or Handheld Devices;
"Year"	shall mean the financial year commencing from the 1st day of April and expiring on the 31st day of March, of the succeeding year.

1.2 Interpretations

Unless the context of this Agreement otherwise requires:

- 1.1.1 the headings are used for convenience and ease of reference and shall not affect the construction or interpretation of any provision of this Agreement;
- 1.1.2 reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to the other gender;
- 1.1.3 references to the Recitals, Clauses and Schedules shall be deemed to be a reference to the recitals, clauses and schedules of this Agreement;
- 1.1.4 reference to an individual shall include his/her personal representative;
- 1.1.5 references to any enactment are to be construed as referring also to any amendment or re-enactment, any previous enactment that such enactment has replaced (with or without amendment) and to any regulation or order made under it;
- 1.1.6 reference to any statute or regulation made using a commonly used abbreviation, shall be construed as a reference to the short title of the statute or full title of the regulation.

2 SUBJECT OF AGREEMENT

- 2.1 Subject to the terms and conditions of this Agreement, the Exchange shall during the Term of this Agreement:
 - 2.1.1 supply the Information to the Vendor through electronic means in accordance with the Technical Specifications set out in Schedule 2; and

- 2.1.2 authorise the Vendor to use, process and disseminate the Information to the Redistributor / Clients through proprietary products.
- 2.1.3 This Datafeed agreement is only for the purposes of use of data by the Vendor for the purposes as mentioned in this Agreement and not for redistribution to third party in any manner. Therefore, Clauses relating to redistribution by the vendor to third party as may be mentioned under this agreement and /or its schedules, if any, shall not be applicable with regard to this agreement.

3 TERM

- 3.1 This Agreement shall be effective as of 1st June 2025 and will remain in force unless either Party terminates it by giving the other Party not less than three (3) months prior written notice.
- 3.2 Notwithstanding anything contained in this agreement, the Exchange may terminate this Agreement forthwith in the event:
 - 3.2.1 If there is breach of the confidential obligation or any other obligations under this agreement by the Vendor.
 - 3.2.2 Exchange receives any direction, notification or instruction from any Governmental Authority or Authority to suspend or terminate the provision of services (subject matter of this agreement).
- 3.3 Either Party may terminate this Agreement forthwith in the event:
 - 3.3.1 the other Party is unable to satisfy its obligations as they become due, or enters into any composition or other arrangement with creditors; and/or enters into liquidation or is adjudicated insolvent;
 - 3.3.2 if there is a change in ownership of the other Party, other than in the course of a corporate reorganization or to an affiliate; or
 - 3.3.3 either party discovers that the other party is indulging in or carrying out any ‘unlawful businesses’;
 - 3.3.4 Upon the other Party committing a breach or being in default of all or any of the terms, conditions and stipulations herein contained and its failure to remedy the breach or default within a period of thirty (30) days from the date of receipt of notice in writing in that behalf.
- 3.4 Upon termination of this Agreement the Vendor shall forthwith:

- 3.4.1 deliver to the Exchange within 15 days from the effective date of Termination any Confidential Information belonging to the Exchange, which the vendor may have in its possession or received during the Term of this Agreement;
 - 3.4.2 make payments of all outstanding Fees within 15 days of termination, if any under this Agreement;
 - 3.4.3 stop distribution of the Information (internally and externally) immediately upon receipt of written notice to that effect from the Exchange; and
 - 3.4.4 terminate all the Redistributor Agreements entered into by it with the various redistributors and shall also cause the Redistributor to terminate the Client Agreements entered into by it with various clients.
- 3.5 The Exchange retains the right to deny any Redistributor / Client access to the Information and the right to direct the Vendor to terminate transmission of the Information to any Redistributor and/or Client for any reason or no reason, in which event the Exchange shall notify Vendor, and the Vendor shall cease retransmitting the Information to such Redistributor and/or Client as soon as practicable if it reasonably believes that the Redistributor / Client are in breach of the terms and conditions of the Redistributor Agreement/ Client Agreement as the case may be.

4 DISSEMINATION OF INFORMATION

- 4.1 During the Term of this Agreement, the Exchange grants to the Vendor a non-exclusive right to use, process and disseminate the Information and to store such Information for the purpose of processing, disseminating, or making available the same to the Redistributor and/or the Clients in accordance with the terms and conditions of this Agreement.
- 4.2 Vendor has to seek written consent of the Exchange if it uses the Datafeed and or the Exchange Information for dissemination of the same through any other web-site/ Mobile App/ Portal other than www.pridecons.com For the above said usage of the Datafeed/Exchange Information Vendor shall have to bear the fees/ expenses as may be levied by the Exchange.
- 4.3 The Vendor also agrees that it shall not directly or indirectly disseminate Information or any other Derivative Work/ Information to any other party apart from the entities mentioned in Schedule 5 of this Agreement. It is also agreed that the entities mentioned in Schedule 5 of this Agreement shall not have a right to disseminate the Information to any other party for commercial gain. Breach of this provision shall be considered as a material breach of this Agreement and MCX will have a right to forthwith terminate this Agreement.

5 OBLIGATIONS OF THE VENDOR

- 5.1 At the time of execution of this Agreement, the Vendor agrees to provide to the Exchange, a list of the Redistributors and/or Clients as set out in **Schedule 5** to whom the Vendor provides/intends to disseminate Information.
- 5.2 The Vendor agrees to execute a Redistributor Datafeed Agreement with the Redistributor for dissemination of Information by the Vendor to the Redistributor. The Vendor represents and warrants that none of the terms and conditions of the Redistributor Agreement shall be contradictory to the Datafeed Agreement and/or which prejudices the interest of the Exchange, in any manner whatsoever.
- 5.3 The Vendor shall not provide Service in any manner or form whatsoever to any Third Party except to the Redistributor and /or Clients and only in the manner set out in this Agreement. In case the Information is disseminated through Portals/Websites or through any other Devices, the data shall be made available only through a secure logon, and in a form approved by the Exchange.
- 5.4 The Vendor shall ensure and cause the Redistributor to ensure that the Information is made available only to the Clients who have accepted the terms and conditions specifically set out in this Agreement and have executed an Agreement with the Vendor or the Redistributor, as the case may be, for receiving such Information. The Information shall not be made available to users other than the Redistributor and/or the Clients, as the case may be.
- 5.5 The Vendor undertakes to comply with and shall cause the Redistributor/Clients to comply with the regulations, conditions or restrictions laid down from time to time by the Exchange, including regulations, conditions or restrictions of regulatory authority and prescribed in connection with the Exchange's supply of the Information and the Vendor's access to use, process and disseminate the Information.
- 5.6 The Vendor shall not disseminate, transfer, misuse or in any other manner make available to any other Third Party, the Redistributor and/or the Client any Information or any other information which, the Vendor is not entitled to receive under terms of this Agreement and which is received by it inadvertently or unintentionally.
- 5.7 The Vendor shall bring and cause the Redistributor to bring to the immediate notice of the Exchange, any instance whereby the Vendor, the Redistributor and/or the Client (where the Redistributor/Client has informed the Vendor) has been the recipient of any inadvertently transmitted Information or any other information that the Vendor or the Redistributor/Client is not entitled to receive or disseminate or use as the case may be, under the terms and conditions of this Agreement.
- 5.8 Where the Vendor commences receipt of the Information from the Exchange, the Vendor shall be solely responsible, at its own expense for the installation, operation and maintenance of telecommunications lines, Lease line, equipment, hardware, connectivity and software to enable the Vendor to receive and disseminate the Information and shall also be liable to maintain the connectivity with the Exchange.

- 5.9 If the Vendor proposes change in the method of dissemination of the Information, the Vendor shall inform to the Exchange of any such proposed change and shall implement the change only when the same has been approved by the Exchange.
- 5.10 The authorised representatives of the Exchange may, on any Business Day and without prior intimation, conduct an audit on the operations of the Vendor. The Vendor agrees that it shall co-operate and allow representatives of the Exchange free access its premises including access to all its Services so as to enable the authorised representatives to determine whether the Vendor is in compliance with the terms of this Agreement.
- 5.11 The Vendor agrees and acknowledges that it will cooperate and assist the Exchange in any action or proceedings necessary to prevent any unauthorised receipt use, or dissemination of the Information by any Redistributor/, Client or Third Party. The Vendor shall forthwith cease distribution of the Information to any Redistributor or Client, as the case may be, following receipt of written direction from the Exchange, where the Exchange has reasonable cause to suspect unauthorised distribution or use of the Information. This obligation shall survive termination of the Agreement.
- 5.12 The Vendor shall be permitted to use, process, disseminate, only that category of Information (Real Time) which has been subscribed or expressly permitted by the Exchange.
- 5.13 The Vendor who distributes the Information for the purpose of Media Distribution must ensure that electronic or hard copy storage or processing of the Information is not permitted or specifically prohibited without the prior written consent of the Exchange. The Vendor acknowledges that the decision of the Exchange in respect of the same shall final.
- 5.14 During the Term of this Agreement, the Vendor will provide free of cost to the Exchange, two (2) subscriptions including user ID and Password to access such Services provided either as Real Time Information. The Exchange will use such subscriptions for the purpose of monitoring whether the Information being disseminated/ distributed by the Vendor is in accordance with the requirements laid down under this Agreement.
- 5.15 The Vendor shall not exploit or use the Information for deriving financial gains or profits except as provided in this Agreement, and any attempt to do so shall amount to a breach of the terms of this Agreement and the Exchange shall have the option to forthwith terminate this Agreement.
- 5.16 The Vendor undertakes and agrees that it shall not carry on any activities that are in conflict with the current activities of the Exchange.
- 5.17 The Vendor shall adhere to the minimum branding conditions by displaying the following wherever Information is displayed
 - 5.17.1 for Real-time Datafeed "MCX data sourced Real-time";
- 5.18 For Websites / Portals, a banner acknowledging that the Website/Portals contain the Information sourced from Exchange.

- 5.19 In any Service of the Vendor utilising Derivative Information, the Vendor shall identify that such Derivative Information belongs to the Exchange and/or that the source of Derivative Information is the Exchange. The Vendor shall also provide a link to www.mcxindia.com in a prominent location in case of Portals /Website/ Wireless Devices.
- 5.20 In case of a hyper linkable Service the display shall read as "Source: MCX – www.mcxindia.com" with a link to the site. The non-hyper linked media like television display shall read as "Source: MCX – www.mcxindia.com".
- 5.21 The Vendor should ensure that it shall display the date and time details, at which the Information was supplied to it by the Exchange together with the category of the Information prominently on the home page. The home page of the Website/Portal shall not display the Real Time Information and such Real Time Information shall be made accessible through secure logon process in their services within the website/portal to the Clients as a field/log-on/link to the Website/Portal.
- 5.22 In the event the Exchange requires any additional sourcing requirements pertaining to the Information to be displayed, the Vendor shall also specify such additional sourcing requirements.
- 5.23 Any failure of the Vendor to comply by these terms shall amount to breach of the terms of the Agreement and the Exchange shall have the option to forthwith terminate and the Vendor shall be liable for any loss that may be caused to the Exchange on this account.
- 5.24 The Vendor shall use the Information received from the Exchange in accordance with the terms of this Agreement and only for their internal use. The Vendor shall not be authorized to disseminate the said Information to any other party apart from the entities mentioned in Schedule 5 of this Agreement.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Exchange represents that it solely owns or has the sole right to disseminate Information to Vendor. The Vendor expressly acknowledges and agrees that: (a) the Exchange has exclusive Intellectual Property Rights in and to the Information including all derivative works thereof created by the Vendor (b) The Information constitutes valuable Confidential Information and Intellectual Property of the Exchange; and (c) but for this Agreement neither the Vendor nor the Redistributor, nor its Clients or any Third party would have any rights with respect to, or right to receive or access any Information.
- 6.2 The inclusion by the Vendor of any other information in any of its Services shall not affect the Intellectual Property Rights of the Exchange in such information and such Information in whatsoever form shall continue to be the Intellectual Property of the Exchange.
- 6.3 The Vendor expressly acknowledges and agrees that the Information has been created, compiled, coordinated, and arranged by the Exchange through the application of expertise, experience, rules and standards of judgment used and developed through the expenditure of considerable work, time and money by Exchange. The Vendor also expressly

acknowledges and agrees that the Information are Intellectual Property of the Exchange and the Vendor agrees that it will, take measures to prevent any unauthorized use of the Information provided to it. The Vendor acknowledges and agrees that the Exchange is the owner of all rights in and to the Information. The Vendor agrees that it will do nothing inconsistent with such ownership and will not challenge the ownership of the Exchange in the Information.

- 6.4 The Vendor acknowledge and confirm that the Exchange shall not be liable for such derivative work/information and the end users to whom such derivative work/information is disseminated, shall not use the name of the Exchange as source of such derivative work/information.

7 SUPPLY OF THE INFORMATION

- 7.1 The Exchange will make the Information available to the Vendor during the Term of this Agreement at the Premises.
- 7.2 The Information will be supplied by electronic means in accordance with the Technical Specifications contained in Schedule 2.
- 7.3 The Exchange shall supply the Information on a regular basis to the Vendor during the Term of the Agreement.
- 7.4 The Information shall be updated from time to time to reflect the current activity on the Exchange.
- 7.5 The Exchange will provide technical support to the Vendor in respect of the Information disseminated to the Vendor, from 09:30 hrs (IST) to 23:30 hrs (IST) for the Information related queries from Monday to Friday and from 09:30 hrs (IST) to 18:00 hrs (IST) on Saturday (including all Business Days). The contact details are set out in Schedule 4 of the Agreement.
- 7.6 The Exchange does not warrant that the supply of the Information will be free from interruption, which may occur on account of circumstances beyond the control of the Exchange. However, the Exchange will use its best endeavours, wherever possible:
 - 7.6.1 to give the Vendor advance notice of any such interruption;
 - 7.6.2 to give an estimate of the time required to remedy the same;
 - 7.6.3 to promptly remedy such interruption as soon as practicable, after it becomes aware of it;
- 7.7 The Exchange further does not warrant that the Information at all times will be complete or error-free, however the Exchange will use its best endeavours to:

- 7.7.1 ensure that the Information is accurate and complete;
- 7.7.2 notify the Vendor of any errors or omissions in the Information, if practicable after it becomes aware of them; and
- 7.7.3 take Corrective measures for any such errors or omissions if practicable.

The Exchange is regulated by Securities and Exchange Board of India (the "SEBI"). In the event if the SEBI directs, the Exchange may, by written notice to Vendor unilaterally: (i) limit or terminate the right of any Person including the Vendor to receive or use the Information; or (ii) control the manner in which the Information is formatted, processed, displayed and disseminated by the Vendor to ensure the completeness, fairness and integrity of the Information.

8 CHANGES TO DATAFEED

- 8.1 The Parties agree that only the Exchange has authority to add, delete or modify the Information in the event of the following:
 - 8.1.1 to reflect the deletion of information relating to existing Exchange contracts that cease to be traded on the Exchange or trading reduces to a rate which, in the opinion of the Exchange does not require distribution of information relating to such a contract; or
 - 8.1.2 to reflect information pertaining to new contracts that have commenced trading on the Exchange. The Exchange will make the information available of any proposed change to the Information to the Vendor at least four (4) days in advance through a file transfer protocol wherever possible, unless prevented from doing so by circumstances beyond its control. The Vendor shall bear the expenses and responsibility of making any resultant changes to the Services being provided by it. The Vendor shall also be responsible for intimating the Redistributor of such change.
- 8.2 The Exchange may, after intimating the Vendor of its intention, at least thirty (30) days in advance, unless it is prevented from doing so due to circumstances beyond its control, modify the format of the Information, from time to time, on account of changes in technology or to facilitate a wider use of the Information. The Exchange will consult the Vendor to assess the impact any such modification on the Vendor's Service. The Vendor has the sole responsibility in respect of the expense incurred in making any resultant changes with respect to the Service, including intimating the Redistributor/Client of such change.
- 8.3 If during the Initial Term, the Vendor objects to the change proposed in clause 8.2, the Exchange shall have the option to terminate the Agreement by written notice and the termination shall be effective on the date of the proposed change by the Exchange or seven (7) days from the date of receipt of the notice of termination by the Vendor whichever is later. On such termination all the Fees paid to the Exchange under this Agreement shall be forfeited.

9 USE OF THE INFORMATION

- 9.1 The Vendor is permitted to:
 - 9.1.1 use, process, and disseminate the Information in the manner and form as described by the Exchange, on a Real-time or Delayed basis. However, the Vendor will not misrepresent the Information in any manner which is misleading and in particular, it shall not pass off Delayed Information as Real-time Information or vice versa;
 - 9.1.2 subject to the provisions of Clause 6 above, disseminate and/or make available for retrieval the Information in whole or in part, in any way or form, on a Real-time or Delayed basis to the Clients, through its Services.
- 9.2 The Vendor shall not directly or indirectly disseminate Information or any other information derived from the dissemination or process of the Information (the "*Derivative Information*") without the express prior written consent of the Exchange. The Vendor expressly acknowledges that the Exchange will solely determine whether any Information constitutes Derivative Information.
- 9.3 Any use of the Information by the Vendor / Redistributor, not specified or contemplated in the Agreement is not authorised. The Exchange, upon written request by the Vendor / Redistributor (through the Vendor), may at its sole discretion approve an alternative use of the Information by the Vendor or the Redistributor and the Vendor acknowledges that any such approval shall require a prior separate written agreement with the Exchange or the Redistributor, as may be applicable.
- 9.4 The Vendor shall use and cause the Redistributors or the Client to access the Information only through a single logon. Multiple sessions/or logons will be treated as Multiple Clients at the sole discretion of the Exchange and in this regard the Exchange may formulate such policies as deemed appropriate. Similar provisions shall be applicable for access to Information by corporate Clients.
- 9.5 The Vendor shall not use and shall ensure that the Redistributor shall not use the Information for any unlawful purpose.
- 9.6 The Vendor shall ensure and cause the Redistributor to ensure that adequate security is being maintained in dissemination of Information.
- 9.7 The Vendor shall ensure that it forwards to the Exchange Quarterly Reports, in the form required by the Exchange setting out details of Information which it is providing to its Clients.
- 9.8 The Vendor shall ensure that the Information provided to its Clients and Clients of the Redistributors is used by the Clients for their internal use only.
- 9.9 It is agreed by the Vendor that it shall strictly not utilize or modify or fabricate or alter or further develop the details of Exchange Information for any commercial purpose other

than dissemination of Exchange Information to Clients or Redistributor as mentioned under this agreement.

9.10 In violation of aforesaid Clause, the Vendor shall hold the Exchange harmless and indemnify for all the losses and damages incurred by the Exchange.

10 METHODS OF DISSEMINATION OF INFORMATION

10.1 The Vendor shall make available the Information only through the proprietary products of Pride Trading Consultancy Private Limited

10.1.1 Terminal Based Products/Services:

10.1.1.1 The Information shall be restricted only to terminal based services and not to any other means / media.

10.1.1.2 unless permitted under this Agreement, the dissemination of the Information by the Vendor or the Redistributor in any form whatsoever other than in the manner set out in this Agreement including selling end of day data base / intra day prices etc. shall not be permitted.

10.1.1.3 the Vendor shall ensure and shall cause the Redistributor to ensure that the Information is utilised by its Client for its internal use only and shall ensure that the Information terminates on the Client's terminal and shall not be further processed redistributed / resold in any form by the Client.

10.1.2 Wireless and Handheld/Mobile Devices

10.1.2.1 The Vendor may make available the Information through streaming Services on Wireless Based Devices.

10.1.2.2 The Vendor shall ensure and cause the Redistributor to ensure that the Information shall terminate on the Client's Wireless Based Device and shall not be forwarded to any Person by the Client.

10.1.2.3 The Vendor shall abide by and cause the Redistributor to abide by the Regulations laid down by the Department of Telecommunications, India or any Telecom laws governing or relating to the Information or Services being provided on such Wireless Based Devices.

10.1.2.4 The Vendor shall make available only Delayed Information on the Wireless Based Devices for Short message services (SMS) without compromising the integrity of such Information in any manner.

10.1.3 Portals and Websites.

- 10.1.3.1 The Information shall be used by the Vendor only for the purpose of displaying it on its Website/Portal, details of which shall be intimated to the Exchange. Further Deep linking / framing / view source/ any similar activity to other sites on the Website/Portal of the Vendor shall not be permitted. The Vendor shall take adequate steps to ensure that the Information displayed on the Website/Portal of the Vendor is protected to the satisfaction of the Exchange.
 - 10.1.3.2 The Information shall not be used to be displayed over multiple websites. The URL of the Website/Portal through which such Information is being displayed shall be reported to the Exchange by the Vendor and by the Redistributor (through the Vendor), as the case maybe and the Vendor shall provide and also cause the Redistributor to provide two user name and passwords to the Exchange of Real` Time/Delayed Datafeed for verifying the contents of such Website/Portal and the Information being displayed on the Website/Portal.
 - 10.1.3.3 The Vendor shall not display the Information on its home page in such a manner, which shall make it accessible for illegal/unauthorized use by any Third Party. A Client shall be permitted to Access Information only after a proper authentication procedure.
 - 10.1.3.4 The Vendor shall ensure that the address of the MCX Exchange site i.e. www.mcxindia.com shall appear on the main page of its Website/Portal and on any page providing such Information in a prominent location.
 - 10.1.3.5 Any breach, deviation and/or variation in adhering to the terms and condition stated hereinabove by the Vendor, as the case may be shall entitle the Exchange to terminate the Agreement forthwith and the Vendor shall be liable for breach of trust and compensation due to its default or the default of the Redistributor, as may be determined by the Exchange.
- 10.2 During the dissemination of data, the Vendor and its group companies/associates/ shall not misuse the live feed of the Exchange or float any such games/leagues/schemes/competitions (collectively hereinafter referred to as “schemes”) which are detrimental to interest of investors. Further the Vendor and its group companies/associates shall not authorize or allow any ancillary websites/portals/mobile applications formed by any third party by utilising the Exchange Information, for the purpose of schemes including commodities which may involve distribution of prize monies with respect to any tradable commodity, which are detrimental to the interest of investors/customers.
- 10.3 Further, the Vendor shall portray a disclaimer on its website/portal to convey an explicit warning to prevent or restrict any customer/investors from entering into such schemes and if entered, it shall be investors own risk, costs and consequences.

11 LIABILITY OF THE VENDORS

- 11.1 The Vendor agrees to use reasonable efforts to prevent the misuse, or unauthorised reception or dissemination of the Information by the Redistributor(s) or Client(s). For the purpose of this Agreement, "*reasonable efforts*" shall mean to include the following:
- 11.1.1 notifying the Exchange of any misuse, or unauthorised reception or retransmission of the Information. The Vendor or the Redistributor, as the case may be shall accompany the authorised personnel of the Exchange or the Person(s) designated by the Exchange for the inspection of the alleged misuse, reception, dissemination of the Information is taking place;
 - 11.1.2 the Vendor shall on behalf of the Exchange, collect any penalty or charges , as may be determined by the Exchange for such misuse, alienation, or unauthorised reception or dissemination of the Information.
 - 11.2 notwithstanding the above, if in the opinion of the Exchange the Vendor has failed to perform its obligations under this Agreement, the Exchange shall intimate the Vendor as the case may be of such failure. The Vendor shall be liable for the losses incurred by the Exchange as a result of the Vendor's and/or Redistributor's failure to perform any of its obligations under this Agreement.
 - 11.3 Notwithstanding anything contained in this Agreement, if the Vendor disseminates any such derivative work/information in whole or in part to the end users, then the Vendor shall be solely liable and responsible for the dissemination of such derivative work/information.
 - 11.4 The Vendor shall be solely liable for the acts and omissions of the entities mentioned in the Schedule 5 of this Agreement and shall ensure that the entities mentioned in the said Schedule 5 shall use the said data/Information in accordance with the terms and conditions of this Agreement. The Vendor agrees to indemnify the Exchange, in the event of any unauthorized use of information by the Vendor and/or the entities mentioned in the schedule 5 of this Agreement.

12 FEES AND REPORTS

- 12.1 During both the Initial Term and the Renewal Term of this Agreement, the Vendor agrees to remit to the Exchange in advance within 30 days from the commencement of the Initial Term or the Renewal Term, as the case may be, the fees payable by the Vendor under this Agreement which shall include without limitation the Vendor, Redistributor, Client Fees, License Fees, and Miscellaneous Fees (collectively the "*Fees*") in accordance with Schedule 3, which may be amended from time to time, net of any applicable tax rates prevailing at that time. All Fees paid to the Exchange by the Vendor during both the Initial Term and the Renewal Term shall be non-refundable.
- 12.2 Claim for refund of overpayment of the Fees, if any shall be made by the Vendor to the Exchange within one (1) month from the date of making such payment.

- 12.3 The Exchange may modify the Schedule of the Fees and related notes specified in Schedule 3 by giving the Vendor sixty (60) days' prior written notice. If during the Term, the Vendor objects to the proposed change, the Exchange shall have the option to terminate the Agreement by written notice, the termination to take effect on the date of the proposed change or on expiry of ten (10) days from the date the notice of termination, whichever is the later.
- 12.4 If the Vendor fails to remit to the Exchange all or any portion of the appropriate Fees for the Initial Term or the Renewal Term in advance, as the case may be, the Exchange will be entitled to collect from the Vendor, and the Vendor agrees to pay to the Exchange, a late payment charge equal to eighteen percent (18%) per annum on the amount owed, which shall be charged from the fifteenth (15th) day from the date the payment is due up to the date of actual payment of the Fees by the Vendor. The foregoing remedy is non-exclusive and nothing herein shall preclude the Exchange from taking any appropriate action to recover unpaid Fees from the Vendor.
- 12.5 All payments to the Exchange will be made by Cheque/Demand draft in favour of "Multi Commodity Exchange of India Limited", payable at Mumbai or any other mode as may be specified by the Exchange. The Vendor agrees to pay all bank charges relating to the payment due to the Exchange.
- 12.6 Any Vendor, or Redistributor, or Client making any extraordinary use of the Information, such as for educational use, for storage at back-up facilities or disaster recovery sites, being use other than what has been envisaged under this Agreement, will be subject to the payment of Fees, to the Exchange unless such Vendor, or Redistributor, has applied for and has received the express written consent of the Exchange to make such use and upon such terms and conditions as the Exchange may direct. However, the Vendor and the entities mentioned in the Schedule 5 of this Agreement may store the information and/or data provided by the Exchange, for their internal use during the term of this Agreement.
- 12.7 The Vendor shall file a Report with the Exchange within seven (7) days of the expiry of each Quarter or within such time as the Exchange may direct from time to time in the format approved by the Exchange annexed hereto as Schedule [6]. The Report shall consist of the details of the redistribution of the Information by the Vendor and/or the Redistributor, (as the case may be) and by all the Clients receiving the Information from that Vendor / Redistributor. The Report must contain updated list of all Redistributors and/ or Clients. However, this provision shall not be applicable for the Vendor and the entities mentioned in Schedule 5 of this Agreement. In the event, the Exchange requires inclusion of any additional information in the Report, the Exchange shall require the Vendor to incorporate such additional information in the Report. If the Vendor does not file the aforesaid report (with the required details) within the prescribed timeline, then MCX shall levy a penalty of 150 USD every week until such default is remedied.
- 12.8 If the above-mentioned delay is recurring and has occurred more than 2 times in a financial year, then MCX shall have a right to levy a penalty which shall be twice the applicable Variable Charges for the said defaulting quarters and/or MCX shall also have a right to terminate this Agreement forthwith without any intimation. For avoidance of any doubt

For Pride Trading Consultancy Pvt. Ltd.
Abensal *Director*

“Variable Charges” shall mean, fees paid by the Vendor for distributing Datafeed Service to its clients, the Variable Charges shall be calculated on the basis of number of users mentioned in monthly reports submitted by the Vendor, multiplied by the amount payable by the Vendor per terminal (monthly) as per the price list provided on the Exchange’s website.

12.9 The Vendor agrees and undertakes that, all data/information provided in the Reports shall be correct and accurate. In the event, MCX observes any discrepancies in any of the Reports and/or any false/inaccurate information in the Reports provided by the Vendor, then MCX shall levy a minimum penalty of 2000 USD for every such instance false/inaccurate reporting. In addition to the above, the Vendor shall also be responsible to rectify/revise and cure deficiencies in the said Reports and resubmit the same within 15 days from the date of notice.

13 MAINTENANCE OF RECORDS, AUDIT

13.1 The Vendor agrees to keep and shall cause the Redistributor to maintain complete, accurate and up-to-date books and records of account for a period of up to three (3) years after the close of each calendar year showing information necessary to demonstrate compliance with the Agreement and to identify all the Redistributors/ Clients, as the case may be. This clause will survive the Termination of the Agreement.

13.2 If the Exchange has reasonable cause to believe that the Vendor has committed or is committing a violation of this Agreement with respect to the receiving and redistribution of the Information, the Exchange or representatives of the Exchange, shall have the right, without prior intimation, to enter and have access to the Vendor’s offices during normal working hours to (i) observe the use made of the Information and the manner in which such Information is received and retransmitted to the Redistributor/Client; (ii) examine and inspect all Services, instruments and any apparatus used in offices of the Vendor in connection with such Information; and (iii) inspect the books and records of the Vendor, including but not limited to invoices issued by the Vendor to Redistributors/Clients for the receipt of any of the Vendor’s Services for the purpose of determining if the Vendor is in compliance with the terms of this Agreement.

13.3 The Exchange and any independent professional auditors acting on behalf of the Exchange shall, during the Term of this Agreement and for a period of three (3) years following termination of the Agreement , have the right, after giving thirty (30) days’ prior written notice to the Vendor, to visit the premises of the Vendor, Redistributor/Client during normal business hours in order to inspect Services, systems, controls, books, and records, insofar as they relate to the distribution and receipt of the Information, and any Fees payable to the Exchange. The Exchange and its auditors will treat all information obtained in the audit as confidential and use it only for the purpose of verifying compliance with the Agreement and if required, for submitting to the Regulatory Authorities.

- 13.4 The Exchange will endeavour to coordinate with the Vendor before commencement of the audit at the Vendor's premises. In the event of non-cooperation from the Vendor for the audit, the Exchange has the right to decide all such issues unilaterally and shall also decide the action to be taken against the Vendor including termination of the Agreement.
- 13.5 The Vendor shall within one (1) month following the release of the Exchange's audit report provide the Exchange with any documentation/information not made available to the Exchange at the time of the audit. The Exchange, in its sole discretion and for good cause may grant additional time, but in no event shall the Vendor be granted more than two (2) months from the date of the release of the audit report, to produce the outstanding documentation.
- 13.6 In the event an audit reveals any short payment of Fees paid by the Vendor, the Vendor shall within thirty (30) days from the receipt of an invoice from the Exchange in respect of such short payment make such payment to the Exchange.
- 13.7 In the event an audit reveals a lack of adequate records or failure of internal controls as required to be maintained by the Vendor under the terms of this Agreement, the Vendor shall accept the finding of the appointed auditor. In such case, the costs of the auditor shall be borne by the Vendor.

14 REPRESENTATION AND WARRANTIES

14.1 The Exchange represents and warrants that:

- 14.1.1 it has the right full power and authority to execute this Agreement including the right to supply the Information to the Vendor/Redistributor for the purposes specified in this Agreement;
 - 14.1.2 the Information and its use by the Vendor/Redistributor as specified in this Agreement will not infringe any Intellectual Property Rights of any Third Party;
 - 14.1.3 the supply of the Information will not infringe any applicable statute, law, rule or regulation; and
- 14.2 Save and except the aforesaid, the Exchange does not make any express or implied warranty of any kind whatsoever.

14.3 The Vendor represents and warrants that:

- 14.3.1 It is duly organised and validly existing under the applicable laws and has full power and authority and has all material governmental licenses, consents and approvals necessary to own its assets and properties and to carry on its business as now conducted.
- 14.3.2 It has all necessary power, authority and approvals to execute and deliver this Agreement and to perform all of its obligations arising or created hereunder.

- 14.3.3 There exists no contract, commitments or agreements of any nature which may conflict in interest with this Agreement.
- 14.3.4 Person signing onto this Agreement on behalf of the Parties has been duly authorized to do so.
- 14.3.5 That upon execution of this Agreement and any agreements contemplated herein if any, all of such shall be legal, valid and binding obligations of Parties and shall be enforceable against Parties in accordance with their respective terms.
- 14.3.6 It shall perform its role in the manner specified in this Agreement and fulfill its duties, and obligations in the manner specified in this Agreement.
- 14.3.7 It has obtained necessary permission from the Exchange to disseminate Information under this Agreement.
- 14.3.8 The Information and its dissemination by Vendor as specified in this Agreement will not infringe any Intellectual Property Rights of the Exchange.
- 14.3.9 It is financially sound and, other than as disclosed, it does not have any pending debt or other financial obligations in any manner whatsoever.

15 INDEMNIFICATION

- 15.1 The Vendor shall indemnify, keep indemnified and hold harmless the Exchange without limitation against all claims, damages costs or expenses (including legal fees), arising out of:
 - 15.1.1 any misrepresentation/misuse of information or incorrect reporting of information by the Vendor or the Redistributor or their Clients;
 - 15.1.2 any breach by the Vendor/ Redistributor or the Client of any provisions of this Agreement; or
 - 15.1.3 the Vendor's/ Redistributor's or the Client's gross negligence or wilful misconduct.
 - 15.1.4 any claim from the Client of the Vendor and/or Redistributor as the case may be, for delayed receipt of Information.
 - 15.1.5 any claim on MCX in relation to the derivative work of Vendor/redistributor.

- 15.2 The Vendor shall be solely liable for any costs or expenses incurred by the Exchange arising from any delays, errors or omissions however occasioned in using, processing, disseminating the Information by the Vendor or Redistributor as the case may be and the Vendor shall indemnify the Exchange to the extent of expenditure or costs incurred by the Exchange in this regard.

For Pride Trading Consultancy Pvt. Ltd.
A. Bansal
Director

- 15.3 The Exchange shall not be liable to any other party for any indirect, special or consequential loss or damage including without limitation loss of profit, business revenue or goodwill or loss of data arising out of this Agreement.
- 15.4 Neither the Vendor nor its Clients shall hold the Exchange responsible for any Third Party claim for relying and/or acting upon any misleading/wrong or delayed information supplied by the Vendor or the Redistributor as the case may be.

16 CONFIDENTIALITY

- 16.1 The Receiving Party shall at all-time maintain and keep secret and confidential the Confidential Information and shall not disclose or divulge the same or any part thereof to any third party without the prior consent of the Disclosing Party, except if required under any law or for obtaining legal advice relating to this Agreement.
- 16.2 The Receiving Party acknowledges that information of a confidential nature relating to the business of the Disclosing Party may be disclosed to it under this Agreement. The receiving Party undertakes to hold such information in confidence and not divulge, disclose and pass on the same to any third party nor use it for any purpose other than in the performance of this Agreement.
- 16.3 The Receiving Party will only disclose such Confidential Information to its employees or representatives to whom the disclosure is necessary to effect the purposes of this Agreement and who are similarly bound to hold the Information in confidence.
- 16.4 The Receiving Party shall not make any use of such Confidential Information nor circulate such Confidential Information in its organization except to the extent necessary for the purposes of this Agreement nor shall it use for its own or any third party's use or commercial gains.
- 16.5 No public announcement, press release, communication or circular (other than to the extent required by law) concerning this Agreement will be made or sent by either Party without the prior consent of the other Party. Further, this consent will not be unreasonably withheld.
- 16.6 The restrictions on disclosure set forth above shall not apply when, and to the extent that, the Confidential Information:
- 16.6.1 is or becomes generally available to the public through no fault of the Receiving Party;
 - 16.6.2 was prior to its disclosure to it rightfully known to the Receiving Party free of any obligation to keep it confidential;
 - 16.6.3 is subsequently disclosed to the Receiving Party by a Third Party who, to the best of its knowledge, may rightfully transfer and disclose such information without restriction and free of any obligation to keep it confidential;
 - 16.6.4 is independently developed by the Receiving Party or a Third Party without reference to the Disclosing Party's (the Party disclosing Confidential Information to a Third Party) Confidential Information;

16.6.5 is required to be disclosed by the Receiving Party as a matter of law or by order of a court;

Provided, however, that the Receiving Party shall give prior written notice to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other remedy and/or waive the provisions of this Agreement, and the Receiving Party will cooperate with the Disclosing Party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the Disclosing Party waives, in writing, compliance with the relevant provisions of this Agreement, the Receiving Party will furnish only that portion of the Confidential Information which, in the written opinion of the Receiving Party's lawyer, is legally required to be disclosed and, upon the Disclosing Party's request use good faith reasonable efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

16.7 Upon the termination or expiration of this Agreement, the Receiving Party shall promptly return or destroy, as directed by the other, (and certify as to the destruction thereof, without retaining any copies) all materials subject to Intellectual Property Rights of the Disclosing Party, all Confidential Information of the Disclosing Party, and other information, documents, manuals and other materials belonging exclusively to the Disclosing Party, except as may be otherwise provided in this Agreement.

16.8 The Receiving Party acknowledge that the breach of any portion of this clause would cause the Disclosing Party irreparable harm for which monetary damages would be inadequate. Accordingly, in addition to other remedies available to it, the Disclosing Party shall be entitled to seek injunctive or other equitable relief to remedy any threatened or actual breach of any portion of this clause by the Receiving Party.

16.9 Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use or sell the Confidential Information to products derived therefrom.

16.10 No license of any trademark, patent, copyright or other intellectual property right is either granted or implied by the disclosure of Confidential Information under this Agreement.

16.11 Notwithstanding anything contained herein, the Receiving party is bound, strictly not to discuss and/ or disclose in writing and/ or by any other means to any Third Party, any information knowingly allusive to any Confidential Information and commission of such an act would constitute a material breach of the terms of the Agreement.

16.12 Notwithstanding the expiry or any early termination of this Agreement, the obligations of confidentiality on the Receiving Party herein contained shall survive post the date of such expiry or early termination of this Agreement.

17 DISPUTE RESOLUTION AND ARBITRATION

17.1 The Parties agree that they shall discharge their obligations under this Agreement in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith,

and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by mutual discussion failing which, by arbitration.

- 17.2 The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest. If either Party is not satisfied with the outcome of the discussions, within thirty (30) days from the receipt of the response, it shall refer the dispute to arbitration.
- 17.3 The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this Agreement and which are not settled by mutual discussion, to arbitration by appointing a sole arbitrator as mutually agreed between the parties. If the parties fail to appoint sole arbitrator mutually within 7 days of such reference, then the same shall be resolved by panel of (3) three arbitrators: one arbitrator each to be nominated by each Party and the two arbitrators so nominated by the Parties shall appoint a third arbitrator. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. The arbitration shall in be governed by the Arbitration and Conciliation Act, 1996.
- 17.4 The place of arbitration shall be Mumbai. The language to be used in the arbitration proceedings shall be English.
- 17.5 During the pendency of any arbitration, the Parties shall continue to perform their respective obligations under this Agreement.
- 17.6 Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

18. GOVERNING LAW & JURISDICTION

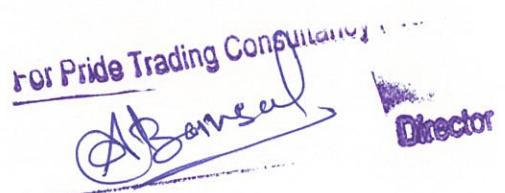
This Agreement shall be governed by the laws of India. Both Parties shall submit to the exclusive jurisdiction of the courts at Mumbai, India.

19. GENERAL

19.1 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties regarding the Information to the exclusion of any terms implied by law, which may be excluded by Agreement. It supersedes all prior agreements, documents and correspondence between the Parties whether oral or in writing relating to the Information.

19.2 WAIVER



Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by that Party of that or any other right, remedy or power.

19.3 ASSIGNMENT

Neither Party may assign any right or obligation of this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed.

19.4 RELATIONSHIP

The Parties agree that nothing herein contained shall constitute the Vendor as an agent, legal representative, partner, subsidiary, joint venture or employee of the Exchange. The Vendor shall have no right or power to, and shall not bind or obligate the Exchange in any way, manner or thing whatsoever, nor represent that he has any right to do so.

19.5 SEVERABILITY

If any part of this Agreement is found to be illegal or unenforceable this will not affect the legality or enforceability of the remainder of this Agreement and this Agreement shall be construed in all respects as if such invalid, illegal or unenforceable provision were omitted.

19.6 NOTICES

All notices relating to this Agreement will be sent by registered post or by fax or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified by either Party to the other. Notices will be deemed to be received on proof of delivery or two (2) days after being sent whichever earlier.

19.7 AMENDMENT

The Exchange shall have sole right under this Agreement to amend and modify the Agreement or schedules with prior notice of sixty (60) days to the Vendor.

19.8 FORCE MAJEURE

- 19.8.1 The term "Force Majeure" as employed herein shall include, but is not limited to, an event beyond the reasonable control of either Party or which could not reasonably be planned for or avoided, including: governmental acts, regulatory changes, acts of God or forces of nature, landslides, earthquakes, floods, fire, lightening, explosions, major storm (hurricanes, typhoons, cyclones, tsunami etc.) or major storm warnings, tidal waves, shipwrecks, communication cable cutting/theft, major telephone exchange failure and perils of navigations, acts of war (declared or undeclared), terrorism, insurrection, riots or public enemies, unavailability of public services, strikes, lockouts, acts or omission of sovereign states or those purporting to represent sovereign states, blockades, embargoes, epidemics, quarantines, public disorders, sabotages, accidents, destruction/damage

or malfunctioning of the equipment, technology failure or circumstances or contingencies or similar events beyond the control of the Parties.

- 19.8.2 Immediately after commencement of such circumstances the affected Party shall notify the other Party of the occurrence of the circumstances and the effect on its ability to perform its obligations under this Agreement.
- 19.8.3 As soon as reasonably possible after such circumstances cease to operate, the affected Party shall promptly notify the other Party and resume performance of its obligations under this Agreement.
- 19.8.4 The Parties shall be entitled to the benefit of this clause only if it informs the other of such force majeure within 24 hours of its happening. In the event any of the Party fails to inform or grounds pleaded by the Party do not amount to force majeure, then the Party shall not be entitled to any claims or relief under this Agreement.
- 19.8.5 If the Force Majeure in question prevails for a continuous period of one (1) month, the Parties shall enter into bona fide discussion with a view to alleviating its effect on this Agreement by agreeing to such alternative arrangement as may be fair and reasonable.
- 19.8.6 Notwithstanding anything contained in the term and termination clause, this Agreement can be terminated for non-performance of obligations on account of Force Majeure, after giving a notice, in writing, if the Force Majeure in question prevails for a continuous period of 14 (fourteen) days despite the arrangement made pursuant to what is mentioned above.

19.9 NO THIRD PARTY BENEFICIARY

This Agreement is intended for the exclusive benefit of the Parties hereto, and there are no third party beneficiaries of any provision hereof. Accordingly, the Exchange shall deal exclusively with the Vendor in respect of this Agreement and shall under no circumstances, recognize or take cognizance of any privity of contract between the Vendor and any other Person, or entity in respect of this Agreement.

19.10 COUNTERPARTS

This Agreement may be executed in duplicate, each of which shall be deemed to be an original, but both together shall constitute one and the same Agreement

19.11 NON SOLICITATION

For the purposes of this Agreement, both Parties agree not to solicit either directly or indirectly with a view to provide or offer employment to, offer to contract with or entice a staff member of the other Party to leave without the prior written consent of the other Party during the Term of this Agreement and for an additional period of one year after termination.

19.12 TRADEMARKS AND ADVERTISING

Except as specifically set forth in this Agreement, nothing in this Agreement confers upon any Party any right to use the other Party's trademark, trade names or service marks in connection with any product, service, promotion or publication, nor shall any party adopt any trademark which is confusingly similar to any of a trademark of the other party so as to indicate equivalence or affinity to, or applicability or compatibility with any product of the other party.

19.13 SURVIVAL OF RIGHTS

Termination of this Agreement shall be without prejudice to any other rights of the Parties, which may have accrued up to the date of such termination and the rights of the Parties to terminate this Agreement are not intended to be exclusive but shall be in addition to every other remedy or right, now or hereafter existing, including the right to recover damage and to a decree requiring any appropriate performance required by this Agreement.

19.14 SURVIVAL CLAUSE

Any provision or covenant of this Agreement, which expressly, or by its nature imposes obligations beyond the expiration or termination of this Agreement shall survive such expiration or termination.

IN WITNESS WHEREOF duly authorised representatives on behalf of the Parties have signed this Agreement on the day and year first above written.

SIGNED by, for and on behalf of Multi Commodity Exchange of India Limited.	SIGNED by, for and on behalf of Pride Trading Consultancy Private Limited
Authorized Signatory	Authorized Signatory
Name: Mr Sambit Patnaik	Name: <u>Ms. Apeksha Bansal</u>
Title: Head of Department- Financial Institution Marketing	Title: <u>Director</u>

For Pride Trading Consultancy Pvt Ltd
A Bansal 
Director

SCHEDULE 1

Datafeed Specifications

Type of Data feed: 15 Minutes Delayed Data (Website and Application)

Aman Sehgal
For Pride Trading Consultancy Pvt Ltd
Director

SCHEDULE 2

The Technical Specifications

(Connectivity to the Exchange server & Usage of Information and how the Vendor wishes to push the Information to be submitted by the systems team of Vendor through a network diagram preferably)

Vendor will source the data through MCX

Vendor to disseminate the Information to its end users through www.pridecons.com in accordance with the terms and conditions contained in the Agreement.

Type of Data feed: 15 Minutes Delayed Data

Contact Details of Authorised Person who shall be handling the MCX data at Pride Trading Consultancy Private Limited

Name : Ms.Apeksha Bansal

Email: compliance@pridecon_.com

Relevant affiliates permissioned to access MCX data : Refer schedule 5

*For Pride Trading Consultancy
Anil Gavai
Director*

SCHEDULE 3

The Fees

Subscription Period	Type of Feed Subscribed	Subscription Amount/ annum (exclusive of taxes)	Variable charges (Applicable to redistributors)
1 st June 2025 Onwards	15 Minutes Delayed Data (Website and Application)	Rs. 1,20,000	-
1 st June 2025 Onwards	Data Connectivity Charges	Rs. 1,00,000	-

(Amount mentioned above is subject to revision in price by the exchange)

Due Date for payment of the Fees: Within 30 days from the receipt of invoice from Exchange

Mode of Payment of Fees: Cheque /Demand Draft/NEFT/Pay Order

Currency for payment: INR (Indian Rupees)

1. All Vendors/Redistributors will pay charges and these charges shall be applicable for a particular category. Vendors/Redistributors wanting to use the Exchange Information for more than one category will pay appropriate charges as applicable to that category.
2. The Exchange reserves the right to terminate the Agreement and discontinue the dissemination of Exchange Information after the payment due date. However liability/monetary dues of the Vendors/Redistributors payable to the Exchange will survive the termination of the Agreement. Notwithstanding anything contained in this Agreement or its Schedules, the Vendor undertakes that the abovementioned cheques issued would be duly honoured on presentation thereof to the Bank for payment on or after the respective cheque dates and that the Vendors would not stop payment to any of the abovementioned cheques at any point of time.
3. Tax rate will be applicable as specified by the tax authorities from time to time.

*For Pride Trading Consultancy Pvt. Ltd.
A. Banerji
Director*

SCHEDULE 4

Exchange contact details

Telephone numbers : 91-022-66494040 / 67318888

Email Id : datafeed@mcxindia.com

For Pride Trading Consultancy
A Banerjee Director

SCHEDULE 5

List of Affiliates (for the avoidance of doubt, the affiliates listed below are not Clients or Redistributors under the Agreement and the affiliates listed below will not have a right to disseminate the information to any other entity)

REDISTRIBUTORS LIST

NA

*For Pride Trading Consultancy Pvt Ltd
A. Bensel
Director*

SCHEDULE 6

Report to be submitted on quarterly basis to the Exchange, as per below:

The Vendor/Redistributor to provide list of new Redistributors / Clients joined for a particular quarter of the report as below:

Date:

Quarter Period:

Sr. No	Name of the New Distributor/Client joined	Date of Subscription	Type of Datafeed	Agreement period	Mode of connectivity

For Pride Trading Consultancy Pvt. Ltd.
Director