

### **INSTRUCTIONS TO FILL UNDERTAKING**

1. The UNDERTAKING has to be executed on a Non-Judicial stamp paper of Rs.500/- 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 stamp
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
7. The undertaking is to be Notarized.

## Undertaking for Professional Clearing Membership

PCM ID:	
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**Enclosed Membership Undertaking should be stamped as an Agreement:**

**Please type the following on the Stamp Paper as the First Page Undertaking**

This Non-Judicial Stamp paper of Rs. \_\_\_\_\_ forms part and parcel of this Undertaking submitted to NMCCX, Division of Mediaplex IT Services PVT LTD.

Mr./Mrs./M/s. \_\_\_\_\_ on

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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Signature 1 .....

Signature 2 .....

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Notary (Stamp & Seal)

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

To  
CEO / COO  
NMCCX  
Division of Mediaplex IT Services Pvt. Ltd.  
6088-6096, 6th Floor, C Wing, Oberoi Gardern Estate,  
Chandivali. Mumbai - 400072.

“NMCCX” (Which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their successors and assigns)

BY  
Regd. 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 NMCCX has agreed to admit the Undersigned as a Professional Clearing Member (PCM) on NMCCX.

AND WHEREAS NMCCX, as a precondition to the Undersigned being admitted as a Professional Clearing Member, requires the Undersigned to furnish the undertaking in the manner and on the terms specified herein below:

NOW THEREFORE in consideration of NMCCX admitting the Undersigned as a Professional Clearing Member of NMCCX, 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 appointment and continuance as a Professional Clearing Member;
2. On being admitted as a Professional Clearing Member, the Undersigned shall be active participant of NMCCX;
3. The Undersigned agrees that NMCCX shall be entitled to frame and to amend its Bye-laws, Rules and Regulations unilaterally and the Undersigned shall be deemed to have consented to them, and accordingly be bound by such Bye-laws, Rules and Regulations when coming into force from time to

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Notary (Stamp & Seal)

time and NMCCX shall be entitled to all powers vested there at by which the Undersigned unconditionally agrees to be bound;

4. The Undersigned shall abide by, comply with and be bound by such Bye- Laws, Rules and Regulations of NMCCX as may be applicable from time to time and any modification through any circular, order, direction, notice, instruction coming into force from time to time;
5. The Undersigned shall abide by such code of conduct as may be made applicable by NMCCX from time to time.
6. The Undersigned shall maintain and preserve such information, records, books and documents pertaining to the working of the Undersigned as a Professional Clearing Member for such period as may be specified by NMCCX and /Govt authorities from time to time;
7. The Undersigned shall permit NMCCX or any other authority appointed by it for inspection, access to all records, books, information, documents as may be required;
8. The Undersigned shall submit periodic reports, statements, certificates and such other documents as may be required by NMCCX, and shall comply with such audit requirements as may be framed specially by NMCCX from time to time;
9. The Undersigned shall follow and comply with such orders or instructions, whether being in the nature of a penalty or otherwise, as may be issued by NMCCX or any committee of NMCCX duly constituted for the purpose, in the event of the Undersigned committing any violation of any rules, regulation or practice or code of conduct to be prescribed by NMCCX in respect of conduct of the business in NMCCX;
10. The Undersigned shall conduct business at NMCCX prudently and shall ensure that it will not be prejudicial or detrimental to public interest in general, and to NMCCX in particular;
11. If any difference/dispute shall arise as to the interpretation, meaning or effect of this undertaking or as to the rights and liabilities of the parties to this Undertaking or in respect of any other matter relating to NMCCX operations, the decision of NMCCX shall be final, conclusive and binding on the undersigned;
12. The Undersigned shall abide by and adopt such Rules and Regulations of the clearing and settlement systems of NMCCX and any other agencies appointed by NMCCX for this purpose as may be deemed necessary and any amendments made thereto from time to time;
13. The Undersigned shall pay the costs and expenses including fees prescribed by NMCCX from time to time, as communicated by NMCCX forthwith on receipt of notice to the effect;

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14. The Undersigned shall use NMCCX infrastructure facilities and equipment only for the purpose for which they are permitted to be used so;
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 NMCCX from time to time and to do all acts, deeds and things to enable NMCCX 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 NMCCX and clearing house, if any;
16. The Undersigned shall bring in additional margin deposits and funds as and when required as decided from time to time to participate in the trading & clearing operations on NMCCX;
17. The Undersigned are aware that the Undersigned would be/are admitted as a Professional Clearing Member of NMCCX on paying the prescribed membership fee and security deposit and that the membership is not transferable and the Undersigned do unequivocally undertake that the Undersigned shall not be entitled to make any claim for refund of the security deposit for a minimum period of One year even if the Undersigned intend to cease or to discontinue to trade on NMCCX;
18. Without prejudice to the foregoing, NMCCX 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 from time to time;
19. NMCCX shall not be held responsible or liable for any failure of computer systems, telecommunication network and other equipment installed at the offices of the undersigned and NMCCX shall also not be held responsible for any misuse, mishandling, damage, loss, defect etc., and NMCCX has the right to inspect and supervise all computer systems, software programmes, tele-communications equipment, etc., which are provided by NMCCX at the office of the Undersigned and the Undersigned shall not make any alterations, modifications and changes without prior written consent of NMCCX.
20. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of NMCCX without prior written consent of NMCCX except and to the extent as may be required in the normal course of its business. Similarly, the undersigned hereby agrees not to use without express permission of NMCCX, the name of NMCCX to directly or indirectly promote business.
21. Where in the opinion of NMCCX any change in the composition of the Board of Directors of the Undersigned has resulted or is likely to result due to any direct or indirect transfer of shares or securities in the share capital of the Undersigned, NMCCX will be entitled to review continuation of

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the Undersigned as a Professional Clearing Member of NMCCX and, the Undersigned shall be bound by any decision taken by NMCCX in this regard which shall be final.

22. The Undersigned hereby confirms and undertakes that he is competent in all respects to become a Professional Clearing Member of NMCCX and to participate in Crypto trading. The undersigned further confirms that in case of any doubt or reference in future regarding validity of his candidature to become a Professional Clearing Member, the onus to prove the same shall lie on the undersigned himself and NMCCX shall not be liable for any matter in case of such eventuality.
23. The Undersigned hereby confirms that in case of default of the undersigned or its Trading Members shall be liable to pay the dues of NMCCX.
24. The Undersigned shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by NMCCX from time to time.
25. The Undersigned undertakes to make such contributions to Clients' Compensation Fund pertaining to NMCCX as and when required by NMCCX and also comply with all requirements of the NMCCX in respect thereof.
26. The Undersigned shall arrange to get itself registered with respective relevant authorities under the law of land for the purpose of participating in the trading & clearing operation of NMCCX.
27. That the Undersigned shall forthwith inform NMCCX in writing as and when any notice is received by any one or more of the Undersigned in connection with any institution of insolvency proceedings against any one or more of the Undersigned and that it shall also inform NMCCX in writing before any one or more of the Undersigned initiate(s) any insolvency proceedings to be declared to be insolvent(s). The Undersigned further undertakes that it shall forthwith inform NMCCX in writing on the onset of any circumstance which is likely to or may render any one or more of the Undersigned to be declared to be insolvent(s) or which is likely to or may render any one or more of the Undersigned liable to be subject to insolvency proceedings.
28. That the fees, security deposits, other monies and any additional deposits paid, whether in the form of cash, bank guarantee, securities or otherwise, with NMCCX, by the Undersigned from time to time, shall be subject to a first and paramount lien for any sum due to NMCCX and all other claims against the Undersigned for due fulfilment of engagements, obligations and liabilities of the Undersigned arising out of or incidental to any dealings made. NMCCX 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;

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29. That without prejudice to the rights, remedies whether legal or otherwise available to NMCCX upon the Undersigned's non-compliance with this Undertaking, the Undersigned shall indemnify and keep indemnified NMCCX against any loss/damage suffered by it whether legal or otherwise arising due to its non-compliance with the provisions of this Undertaking.
30. That this Undertaking shall be binding upon the heirs, legal representatives, successors and assigns of the Undersigned.
31. The undersigned further agrees that NMCCX reserves the right to terminate the membership of the applicant at any time in the event of non-compliance of any clause of this undertaking.
32. That the undersigned shall forthwith inform NMCCX of any change in its constitution.

The Undersigned do hereby confirm that the information provided in the application form of the Undersigned for the Professional Clearing Member of NMCCX is true and correct to the best of the knowledge and belief of the Undersigned and that the above undertakings will be binding on the successors and permitted assigns of the Undersigned.

Signed and Delivered by the within named )  
 being the authorised person in terms of the )  
 resolution of the Board of Directors at the duly )  
 convened meeting held on ..... )  
 in the presence of ..... )  
 Name of the Professional Clearing Member: -----

Witnesses:

1. Name: ..... Signature.....  
 Address: .....  
 2. Name: ..... Signature.....  
 Address: .....

**Common Seal:-**

**Please type the following on the last page of the Undertaking (below the common seal)**

The common seal of \_\_\_\_\_  
 \_\_\_\_\_ was hereunto affixed pursuant to a resolution passed at a  
 meeting of the Board of Directors of the company held on \_\_\_\_\_ day of \_\_\_\_\_ 20-  
 -\_ in the presence of \* \_\_\_\_\_

**Common Seal** \* As required by the Articles of Association of the Company

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Signature 1 .....

Signature 2 .....

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