Annexure III

Undertaking for Back Office Facility

To be executed on Rs. 600/- stamp paper / applicable stamp duty of the state (whichever is higher), duly Notarized on all pages, signed, stamped & sealed by Authorized Signatory on all pages

I / We _____, an individual / a firm registered under the Indian Partnership Act, 1932 / a Limited Liability Partnership registered under Limited Liability Partnership Act 2008/a Company / Body Corporate incorporated under the Companies Act of 2013/ _____ Act, __, and residing at / having our registered office at/ having place of business at _____ _____ (hereinafter referred to as " the Undersigned" which expression unless repugnant shall include its successors, assigns and legal representatives) give this UNDERTAKING on this _ day of _____ at _____ IN FAVOUR of Metropolitan Stock Exchange of India Ltd.(MSE), a company incorporated under the Companies Act of 1956, with its registered office at Building A, Unit 205A, 2nd Floor, Piramal Agastya Corporate Park, L.B.S Road, Kurla West, Mumbai - 400 070 (hereinafter referred to as 'MSE/Exchange' which expression shall unless repugnant to the context include its successors, assigns and legal representatives)

WHEREAS

a) The trading member(s) of the Exchange manage their Back-office functions either by in- house developed software or by availing the services of a third party Back Office software vendors. In order to achieve uniformity in the formats in which the books and accounts are maintained by the trading member(s) and to harmonize the formats under which various data is submitted to the Exchange, the Exchange has decided to empanel third party Back Office software vendors (hereinafter referred to as "the Vendor(s)").
b) The Undersigned is desirous of getting empaneled with the Exchange for providing its Back-office facility software(s) to the trading member(s) of the Exchange.
c) The Exchange in this regard has agreed to empanel the Undersigned based on the application submitted by it to the Exchange and subject to fulfilment of such criteria as may be stipulated by the Exchange hereunder and subject to the Undersigned executing this Undertaking in favor of the Exchange as prescribed hereunder.

NOW THEREFORE IN CONSIDERATION OF the Exchange having agreed to identify and empanel the Undersigned as a Vendor for the aforesaid purposes, the Undersigned hereby IRREVOCABLY AND UNCONDITIONALLY AGREES, ACCEPTS and UNDERTAKES to abide by and be bound by the following terms and conditions:

1. The Undersigned hereby declares that the information provided by it in the application form submitted to the Exchange for approval of the Back-office facility software(s) is complete and true to best of its knowledge and based on records.

2. The Undersigned shall install the Back-office facility software(s) after duly ensuring that all the functionality requirements stipulated by the Exchange/SEBI and prevailing at the time of making this undertaking have been complied with.

3. The Undersigned shall obtain the prior approval of the Exchange for making any major changes to the Back-office facility software(s) and also maintain such software versions. Major changes mean any changes with respect to reports/submission/details specified in Annexure VI - Criteria/Aspects of Testing of exchange's circular reference number MSE/INSP/12109/2022 dated July 27, 2022, as may be modified from time to time by Exchange/Regulatory/Functional/Technical. Such approval of the Exchange shall be provided to the Undersigned within mutually agreeable timelines for implementation. The Undersigned may carry out other changes with regard to the base software version for which approval of the Exchange may not be required. All references to the Back-office facility software(s) in this Undertaking, including its features, upgrades, documentation, and training, shall be in respect of the functional/technical requirements with respect to the criteria/aspects of testing mentioned in the aforesaid Annexure VI of the Exchange circular having reference number MSE/INSP/12109/2022 dated July 27, 2022, as may be modified from time to time.

4. The Undersigned shall ensure that the Back-office facility software(s)shall be developed so as to generate the following information/ data from the software for the purpose of verification during the inspection:

    i. Number of users having Backoffice access rights

    ii. Number of users having different Privileges

    iii. Timeline of the system locking and date range

    iv. The systems logs and audit log trails of the users and the trading member(s), as specified through relevant circular(s).

    v. All periodic submission to SEBI/the Exchange as per the standardized formats defined by SEBI/MSE.

vi. The Backoffice system has the facility to generate logs of all entries/ deletion/modification done by the trading member(s), as specified through relevant circulars.

vii. In order to ensure that no parallel system is running at the trading member(s) end, the Undersigned shall have limitation on number of machines by issuing license key which will act as a validation for each instance of login/reinstallation of the application.

5. The Undersigned undertakes that:

i. MSE shall have the right and privilege of inspecting the functionality of the Back- office facility and Back-office facility software(s) of the Undersigned without any prior notice.

ii. The Undersigned shall provide all the necessary support, technical and otherwise, as may be required by the Exchange/SEBI in order to inspect and retrieve data from the Back-office facility software(s).

iii. The Undersigned shall facilitate, in the User Acceptance Testing (UAT) environment provided by the trading member(s) to the Exchange, testing of the technical specifications of the Back-office facility software(s).

iv. The Undersigned shall develop functionality to make all periodic submissions and inspection submissions via API or any other mode as may be specified by the Exchange time to time as mutually agreed between trading member(s) and Back Office Vendor. However, the trading member(s) shall be solely responsible for making all such periodic submissions to the Exchange.

v. The Undersigned shall incorporate any change in the Back-office facility software(s) introduced by the Exchange or SEBI within reasonable time period, for understanding test cases, development, testing on UAT environment provided by the Exchange, deployment and training introduced by Exchange/SEBI for any regulatory requirement.

vi. The Undersigned shall be responsible to fix the bugs in the Back-office facility software(s), if any.

6. The Undersigned shall meet the criteria's as may be prescribed by the Exchange from time to time to measure the expected level of performance of the Back-office facility software(s).

7. The Undersigned agrees that the terms of delivery and payment for the Back-office facility software(s) shall be as agreed between the trading member(s) and the

Undersigned and the Exchange shall not be responsible for any breach, either by the trading member(s) or by the Undersigned, of such terms and conditions agreed therein.

8. The Undersigned shall provide the documentation i.e., training manuals required to operate the Back-office facility software(s) and use of system outputs, with respect to the Back-office facility software(s).

9. The Undersigned undertakes to provide user training to the trading member(s) and its authorized representatives, at the time, when the Back-office facility software(s) is being installed and thereafter whenever a major upgrade is released for the following:

    i. Use of Back-office facility software(s)

    ii. Maintenance of the Back-office facility software(s)

    iii. Regulatory changes

10. The Undersigned shall develop the Back-office facility software(s) after considering the current and expected increase in workload, to ensure that the desired efficiency is maintained with future workloads.

11. The Undersigned shall, provide assistance to the Exchange upon receiving formal request from the Exchange, in case of any need, to install the Software on a computer, similar to existing hardware / software / operating system / database configuration / environment subject to technical feasibility and resource availability.

12. The Undersigned shall, as on agreed terms with the trading member(s), provide an upgrade to the Back-office facility software(s) as and when the need for the same arises and in accordance with the requirements of the Exchange/SEBI.

13. The Undersigned undertake and agree that it is fully aware that the Exchange shall not be responsible for development, maintenance, updates, upgrades, error fixes and other support functions with respect to the Back-office facility software(s).

14. The Undersigned undertake to provide the training and documentation as and when the Backoffice facility software(s) is technically/functionally upgraded.

15. The Undersigned undertakes to ensure as follows:

    i. To provide services for regular onsite/remote maintenance of the Backoffice facility software(s) in such manner and at such time intervals as agreed with the trading member(s). The Undersigned is also aware and agrees that the Exchange shall in no way be responsible for non-fulfilment of either this or any other condition in this regard by the trading member(s).

16. The Undersigned confirms that the Back-office facility software(s) complies with all

the requirements stipulated by the Exchange and SEBI prevailing at the time of making this Undertaking and undertakes that the Undersigned shall modify the Back-office facility software(s), if necessary to ensure continued compliance with the requirements of the Exchange/SEBI as may be issued from time to time.

17. The Undersigned hereby undertake to duly inform the Exchange in case of any change in any of the eligibility criteria based on which the Undersigned have been identified as a Vendor by the Exchange.

18. The Undersigned hereby undertakes to duly inform the Exchange of the list of trading member(s) who are availing its Back-office facility, from time to time and within such time period as may be stipulated by the Exchange.

19. During the continuation of this Undertaking, the Undersigned shall make any modification/amendment to the Back-office facility software(s) as may be required by the Exchange and implement the same within mutually agreed timelines.

20. The Undersigned agrees that the term "Empanelment by the Exchange" is specifically limited to sharing of API or any other technical requirement with registered vendors to achieve standardization of reports and/or seamless periodic data submissions to the Exchange and receiving update from MSE in respect of the regulatory changes to be done in Back-office facility, wherever the Undersigned displays or expresses its Empanelment with the Exchange.

21. The Undersigned agree that "Empanelment with the Exchange" does not guarantee the software veracity or any commercial veracity of any contract or agreement done by the Undersigned with trading member(s) and any software developed by the Undersigned shall in no way construed as being recommended by the Exchange. The Undersigned agree that the Undersigned's Empanelment with the Exchange does not constitute or imply endorsement, recommendation, or favoring by the Exchange, its associate companies or any of its employees or contractors acting on its behalf.

22. The Undersigned agree that the Exchange/SEBI shall have the right to dis-empanel the Undersigned with immediate effect in case of any fraudulent activity/unlawful business is being conducted by the Undersigned or in case the Undersigned is not providing the service in accordance with this Undertaking. Exchange/SEBI while exercising such right shall provide due notice and/or reasonable opportunity to represent their case.

23. The Undersigned shall undertake to render all required assistance and co-operation to the trading member(s) for migration, at agreed terms with the trading member(s), to new Back-office facility Vendor in case the Exchange/SEBI has dis-empaneled the Undersigned with immediate effect or otherwise.

24. The Undersigned shall render all possible assistance and co-operation to extract data

and any other information from the Back-office facility software as may be required by the Exchange at its discretion.

25. The Undersigned agree that the Exchange endeavors to provide the approval for back- office facility on a best-efforts basis and makes no representations or warranty, express or implied, with regard to the advantages, benefits, usefulness, or accuracy of the same or the advantages accruing by subscribing to it. The Exchange shall not be responsible, liable for and/or does not guarantee the results for the functionality and / or performance of the Back-office facility and shall in no event be liable or responsible for any direct or indirect claims/ damages arising out of the usage / availment / subscription of such Back-office facility software(s).

26. The Undersigned agree that the approval granted by the Exchange to the subject matter Backoffice facility software(s) does not, in any manner, represent or warrant that the said software shall be free of known error, omission, defect, bugs, shortcoming or limitation of any nature whatsoever. The Undersigned on best effort basis shall not use the Back-office facility software(s) for any purpose that is contrary to applicable Circulars, Byelaws, Rules and Regulations of the Exchange and/or SEBI.

27. The Undersigned agrees that in case of any dispute arising between the Undersigned and trading member(s), the Exchange shall not, in any way, be responsible for the resolution of any such dispute. Further, the Exchange shall in no case be responsible for breach of any terms and conditions, commercials etc. which have been mutually agreed upon between the Undersigned and trading member(s).

28. The Undersigned agrees and undertakes that the Exchange shall not be liable for any direct or indirect loss, damage, costs, claims and expenses whatsoever caused or contributed by any event of force majeure. For the purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events beyond the Exchange's control and further the above is without prejudice to the rights already accrued to the Exchange due to failure of the Undersigned to perform either in full or in part, its obligations arising prior to the occurrence of events of Force Majeure.

29. The Undersigned agrees that no forbearance, delay or indulgence by the Exchange in enforcing the provisions of this Undertaking shall prejudice or restrict the rights of the Exchange nor shall any waiver of its rights operate as a waiver of any subsequent breach and no rights, powers, remedies herein conferred upon or reserved for the Exchange is exclusive of any other right, power or remedy available to the Exchange and each right, power or remedy shall be cumulative.

30. The Undersigned undertakes that any declaration or other notice to be given by it to

the Exchange shall be sent by registered letter or email/ telex/cable or facsimile transmission to the address first mentioned above.

31. The Undersigned understands and agrees that in the event of any non-compliance with any of the provisions of this Undertaking, the Exchange shall have the right to take such actions against the Undersigned to the maximum extent of dis-empanelment, as the Exchange may deem fit in this regard after providing due notice and/or reasonable opportunity to represent their case.

32. The Undersigned agree to adhere to necessary cyber security practices, policies and norms specified by SEBI/Exchange from time to time with respect to the Back-Office facility software(s).

33. The Undersigned shall produce all such necessary documents/papers to Exchange in support of rights and ownership of the Back-office facility software(s) and undertake that:

    i. the Back-office facility software(s) is- solely developed by the Undersigned and the Undersigned owns the intellectual property rights of the Software; or

    ii. the software is developed by third party and the Undersigned have necessary the license(s) to use / distribute.

34. The Undersigned shall comply with all applicable laws and all requirements, instructions, circulars introduced/ modified by the Exchange or SEBI from time to time with regard to or in connection with their empanelment as a Vendor or with respect to Back-office facility software(s) for intermediaries registered with Exchange in India.

35. The Undersigned shall ensure that the following points are adequately covered in its agreement with the trading member(s) for the purpose of Back-office facility:

    i. Trading member(s) shall provide access to the Back-office facility software(s) only to the authorized representatives of the Undersigned, the authorized representatives of trading member or officials or authorized representatives of the Exchange/SEBI. trading member(s) shall implement a method (including malware protection) to prohibit any unauthorized access to the software provided on the Backoffice facility.

    ii. No advertisements or publications shall be made including in the form of any brochure, pamphlet, booklet, notice, or promotional material mentioning the Exchange without the prior written consent of the Exchange.

    iii. Trading Member(s) are solely responsible for taking real time / regular backup of the data and shall define in its IT - Standard Operating Procedure (SOP) that “Weekly

back-up" of Back-office Software and its databases to be maintained and also such back-up to be maintained at DR site if any". Further, the Undersigned shall display a message in the system on daily basis for trading member(s)to ensure regular back up of the data to be undertaken.

iv. All material and information which may come into the possession of the Undersigned or knowledge, in connection with Back-office facility software(s), shall be kept strictly confidential and shall not be disclosed to any third party except to the Exchange/SEBI.

36. Any failure or malfunction caused to the Back-office facility software(s) shall be troubleshooted and rectified by the Undersigned in order to maintain its proper operating condition. Any term(s) & condition(s), warranty and/or representation stipulated in this Undertaking shall be binding upon the Undersigned, its employees, directors, partners and personnel.

37. In event of conflict between the terms and conditions of this Undertaking and any other agreement/engagement executed in regard to the services provided for the purposes mentioned herein, the terms and conditions of this Undertaking shall prevail at all times.

38. This Undertaking shall be subject to, construed and interpreted in accordance with the laws of India and the Court in Mumbai shall have exclusive jurisdiction over it.

39. The Undersigned gives their consent to the Exchange for displaying their firm's name, address and contact information (mobile number and email address) on the Exchange's website post empanelment with the Exchange.

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

Signed, Sealed and Delivered By

_____

For and on behalf of

_____

_____

Before me (Witness)

Checklist for Submitting Undertaking

Sr	Pre-Checks	Tick wherever applicable
1	Stamp paper is of minimum Rs. 600 /- **for details refer instruction below	
2	Stamp paper purchased in name of Trading Member	
3	Undertaking is executed in favour of MSE	
4	Date of Stamp paper purchase:	
5	Date of execution of undertaking mentioned:	
6	Date of Notarizing to be mentioned:	
7	Notary stamp on all pages	
8	Date of entering into the agreement as specified on the first page of the agreement should be on or before the date of notarizing the agreement.	
9	Undertaking is executed within validity of stamp paper (Date of execution is on or after the date of, and is within six months of, the stamp paper purchase date)	
10	Clauses of Undertaking are as per format	
11	Signature on all pages of the Undertaking	
a	For Individual: Only self can sign	
b	For Partnership Firm: All Partners OR Authorised Signatory	
c	For Corporates: Minimum two directors or a managing director / Authorised signatory	
d	For others: Authorised signatories	
12	Signature of 2 witness on last pages of the Undertaking (not mandatory)	
13	Company's stamp is affixed and in presence of persons authorised by the Board Resolution (for Corporates only)	
14	If there is any correction in the undertaking, then ensure the persons as authorised by the board resolution have signed across the correction	
15	Additional Documents to be collected	Remarks
a	For Individual: None	-
b	For Partnership Firm: Partnership deed or any other documents as advised	
c	For Corporates: Copy of board resolution and specimen signature list of authorised signatories	
d	For others: any other documents as advised	

** To be executed on Rs. 600/- stamp paper / applicable stamp duty of the state (whichever is higher), duly Notarized on all pages, signed, stamped & sealed by Authorized Signatory on all pages