

Annexure IV

Application form for Empanelment of Backoffice Vendor

(To be executed on letter head of Vendor)

BASIC DETAILS

- Name of the Vendor:
- Registered Address:
- Contact details:
- Correspondence Address:
- Contact details:
- Country of Incorporation (especially, in case of foreign entity):
- Name(s) & Designation of Authorized Signatory / ies (as per copy of BR):
- Contact details of Authorized Signatory / ies:
- **PAN, TAN & GST (in case of Indian entity) (Copy for the same)**
- **Copies of AOA & MOA / Partnership Deed (in case of Corporate / Partnership entity)**

Segment/s:

Product Name & Version No.:

ORGANISATION DETAILS

- Organizational structure: *(To be enclosed)*
- List of Directors / Partners & KMP's:
- Details of promoters and their background: *(To be enclosed)*
- Latest Share Holding Pattern:
- Disclosure for Debarred by any Regulatory Authority: *(To be enclosed)*
- Disclosure for Associate with any other Member/Entity: *(To be enclosed)*

FINANCIAL DETAILS

- No. of years in the IT Business:
- Annual Audit Report for last three years: *(Complete details of financial statements to be enclosed)*

TECHNICAL DETAILS

- Complete details of infrastructure available within the organization: *(To be enclosed)*
 - Hardware:
 - Software:
 - Communication / Networking:
- Total Qualified Staff:
- Details of Projects implemented along with References:
- Details of ISO / CMM / Other Certification for IT activity, if any:

ASSOCIATION WITH OTHER EXCHANGES

- Name of the Exchange/s:
- Nature of Association:
- Details regarding Back Office Solution Provided:

ASSOCIATION (if any) WITH INDIAN / FOREIGN SOFTWARE COMPANIES

- Name of the Software Company:
- Nature of Association:
- Period of Association:

We certify that all the above information provided by us is true and correct to the best of our knowledge. We undertake to ensure continuous compliance with the requirements of the Exchange, DoT policy and regulations with regard to levels of encryption, etc. and directives from SEBI / RBI / any other relevant authorities and other statutory requirements etc. in this regard, as may be issued from time to time. We further state that there is no conflict of interest with the business of the Exchange.

Signed, sealed and delivered by the Authorized Signatory of the Vendor

Date:

Place:

Empanelled Vendor Terms and Conditions

- 1) Empanelled Vendor shall pay such charges to Exchange as may be specified by the Exchange from time to time and as may be levied by DOT/MTNL/ any other regulatory/statutory authorities from time to time.
- 2) All material and information which has or will come into Empanelled Vendor's possession or knowledge in connection with the release of the ETI / API or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Exchange. Empanelled Vendor shall hold such material and information in strict confidence, not to make use thereof other than for the purpose mentioned above, to release it only to its employees requiring such information and that too only with the written consent of the Exchange, and not to release or disclose it to any other parties. Empanelled Vendor shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied and shall also ensure that its employees are aware and comply with the above provisions.
- 3) Empanelled Vendor shall not in any way represent that the software developed by it is a part of the Trading system of the Exchange.
- 4) Empanelled Vendor shall not in any way represent that the software developed is the Empanelled products of the Exchange.
- 5) Empanelled Vendor shall not advertise or publish any brochure, pamphlet, booklet, notice, or promotional material mentioning the Exchange or Trading system without the written consent of the Exchange.
- 6) Empanelled Vendor shall not share the ETI / API/ technical specifications with any third party without any specific approval from the Exchange.
- 7) Empanelled Vendor shall not make use of the ETI / API / technical specifications for any commercial gains except for the purpose as mentioned in its Application.
- 8) Empanelled Vendor shall keep full security of Exchange's programs, databases and computer records in accordance with best computing practice.
- 9) Empanelled Vendor shall inform the Exchange,
 - a. If it enters into a compromise with its creditors or liquidation or insolvency proceedings have been commenced against it (and which is not vacated within 60 days of such commencement) or otherwise it takes steps to wind up (otherwise than as a result of a solvent intra-group restructuring); or
 - b. If it undergoes a change of control including any change wherein the management and ownership vests with a party (or group of persons) whom the Exchange (acting reasonably) considers a direct or indirect competitor; or
 - c. If there is any change in any of the criteria based on which it have been identified as Empanelled Vendor by the Exchange.

- 10) Empanelled Vendor shall submit such details as required by the Exchange including the details regarding the number of the Trading Members of the Exchange to whom it has provided the license /s to use the software. The details shall be submitted by Empanelled Vendor on a periodical basis as required by the Exchange.
- 11) Empanelled Vendor shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by the Exchange from time to time.
- 12) The Exchange has the right to stop sharing of the ETI / API / technical specifications for any segment without giving any reason.
- 13) Empanelled Vendor has represented in its application for registered as an Empanelled Vendor that there is no conflict of interest with the business of the Exchange. Empanelled Vendor shall ensure continued compliance with this requirement. Empanelled Vendor are also required to ensure that its group companies including holding or subsidiary companies are not engaged in a business which gives rise to conflict of interest with the business of the Exchange. Empanelled Vendor shall immediately inform the Exchange in case a conflict of interest arises in the future and in such an event, the Exchange may take including stoppage of such action as it may deem fit sharing of ETI / APIs for other products / and updates to the existing ETI / APIs / Technical specifications.
- 14) Empanelled Vendor's use of the ETI / API shall be within the scope as mentioned in above. Empanelled Vendor may note that the Exchange is only releasing the ETI /API / Technical Specifications and the Exchange does not guarantee the merchantability of the ETI /API or fitness for the purpose mentioned in its application. The Exchange shall not be responsible for special, incidental or consequential damages of any kind in connection with the release of the ETI / API. All the rights of ownership in the ETI / API / Technical Specifications shall vest only with the Exchange.

Signed, sealed and delivered by the Authorized Signatory of the Vendor

Date:

Place: