

(Undertaking to be executed on a non-judicial stamp paper of Rs. 100)

**Undertaking by and on behalf of the Client of a Facilitator Member**

This undertaking is given at New Delhi on this ..... day of.....20.....

**By**

....., a company / firm / individual or any other body duly formed and registered under the Relevant Act, hereinafter called CLIENT, having its registered office address at.....

WHEREAS the CLIENT being desirous of transacting the Contracts on the platform of the Indian Energy Exchange Ltd, hereinafter called the EXCHANGE as defined in the Rules, Bye-laws and Business Rules of the EXCHANGE through -----, admitted as the Facilitator Member of the EXCHANGE, hereinafter called FACILITATOR MEMBER and made an application with the FACILITATOR MEMBER for registration as the CLIENT.

AND WHEREAS the CLIENT based on the application made by him has been registered with the FACILITATOR MEMBER.

AND WHEREAS the CLIENT is aware that the Central Electricity Commission has decided that the Facilitator Members shall not provide any credit or financing or working capital facility to their Clients.

AND WHEREAS In view of the above decision of the Central Electricity Regulatory Commission, the CLIENT has approached the EXCHANGE to permit it to transact the Contracts admitted on the EXCHANGE in compliance with the decision..

AND WHEREAS the FACILITATOR MEMBER has taken steps to make the CLIENT aware of the precise nature of the liability of the EXCHANGE for the Contracts to be transacted, and the MEMBER has accordingly brought the contents of the Risk Disclosure Document to the notice of the CLIENT and has explained to the CLIENT the significance of the said document.

AND WHEREAS the EXCHANGE has permitted the CLIENT to transact the Contracts admitted on the EXCHANGE on the condition that the CLIENT opens the Settlement Account and other accounts as required under the Bye-laws, Rules and Business Rules of the EXCHANGE individually in its own name and make all payments directly to the EXCHANGE.

NOW THEREFORE, the CLIENT undertakes and agrees to abide the following terms and conditions, namely:

- 1. The CLIENT shall transact the Contracts admitted on the EXCHANGE on opening the Settlement Account and other accounts as required under the Bye-laws, Rules and

Business Rules of the EXCHANGE individually in its own name and make all pay directly to the EXCHANGE.

2. The CLIENT shall open and/or maintain Settlement Account and any other account as may be required under the Bye-laws, Rules and Business Rules of the EXCHANGE and deposit such margin or money as may be required to maintain any position to be able to transact the Contracts admitted on the Exchange.
3. The CLIENT shall indemnify the Exchange and keep the Exchange indemnified against loss caused to the Exchange on account of default of the CLIENT under the Bye-laws, Rules, Business Rules, clarification, directive, circular or notice of the Exchange.
4. The CLIENT shall pay all costs and expenses including taxes, levies, fees prescribed by the EXCHANGE from time to time, within due date as indicated by the EXCHANGE and in case of non-payment by due date the EXCHANGE shall be at liberty to recover the dues in any manner as it considers appropriate and without demur or objection from the CLIENT. The CLIENT undertakes to indemnify the EXCHANGE against any loss arising in account of non-payment or delay in payment of the dues of the EXCHANGE by the CLIENT.
5. The failure, if any, of the CLIENT to understand the risks involved in the Contracts transacted on the EXCHANGE as contained in the Risk Disclosure Document explained to him by the FACILITATOR MEMBER or otherwise, shall not render any Contract transacted by him as void or voidable at the option of the CLIENT and the CLIENT is and shall continue to be responsible for all the risks and consequences for transacting such Contracts.
6. The CLIENT shall notify to the EXCHANGE and the FACILITATOR MEMBER in writing any change in the information submitted at the time of opening of the account or any time thereafter.
7. This agreement shall stand terminated on the CLIENT ceasing to be the Client of the FACILITATOR MEMBER
8. In the event of the death or insolvency of the CLIENT or its otherwise becoming incapable of receiving and paying for the Contracts which the CLIENT has transacted or delivering or transferring the Contracts transacted, the EXCHANGE may close out the transactions of the CLIENT and the CLIENT or its legal representative shall be liable for any losses, costs and be entitled to any surplus resulting from such closing out.
9. All Contracts transacted on the Exchange shall be subject to the Rules, Bye-laws, Business Rules and Circulars of the IEX and shall be deemed to have taken effect as wholly made, entered into and to be performed in the city of New Delhi.

SIGNED for and on behalf of

The Client

By.....

Signature .....

Designation/Title.....

Witness (Name & Sign.).....

Witness (Name & Sign) .....