

(To be printed at company's letterhead)

MEMBERSHIP UNDERTAKING

This undertaking ("Undertaking") is executed at _____ this _____ day of _____, 202__.

To:

Karma Ecotech Pvt. Ltd. (EcoEx)
4, SHANKARACHARYA MARG,
CIVIL LINES,
North Delhi 110054

Hereinafter called "**EcoEx**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns);

BY

.....Regd.Office.....
.....
.....

hereinafter called "**Undersigned**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and permitted assigns).

WHEREAS:

- A. EcoEx has agreed to admit the Undersigned as a Member in accordance with the "General Terms and Conditions of EcoEx" as amended from time to time.
- B. As a precondition to the Undersigned being admitted as a Member, EcoEx requires the Undersigned to, and the Undersigned has agreed to furnish this Undertaking in the manner and on the terms as set out hereinbelow.

NOW THEREFORE in consideration of EcoEx admitting the Undersigned as a Member, the Undersigned hereby undertakes and agrees to the following:

- 1. The Undersigned shall comply with all such requirements, existing and future with regard to and in connection with the Undersigned's admission and continuation as a Member.
- 2. The documents titled as "General Terms and Conditions of EcoEx" (attached hereto as **Annexure I**), "EcoEx Risk Disclosure Document" (attached hereto as **Annexure II**) and the special terms and conditions, if any, specific to the type of commodities being traded by the Undersigned (together the "**EcoEx T&C**") form an integral part of this Undertaking, and of the admission of the Undersigned as a member to the online platform of EcoEx.

3. The Undersigned has thoroughly read and understood the EcoEx T&C and that it undertakes to adhere to the EcoEx T&C, as amended and in force from time to time and shall abide by, adopt and follow the with any other directions, guidelines, notifications circulars issued by EcoEx or any relevant or statutory/regulatory authorities, from time to time. Accordingly, upon signing of this Undertaking, the Undersigned shall be bound by the EcoEx T&C, and any of breach of EcoEx T&C by the Undersigned shall be dealt with in the manner as mentioned thereunder.
4. The Undersigned understands and agrees to be bound by the special terms and conditions applicable to and subject to which any commodity is offered for trading on the EcoEx platform. By entering any order on trading system of EcoEx for sale or purchase of any commodity, the Undersigned shall be deemed to have agreed to all the terms and conditions applicable to and subject to which such commodity has been made available or offered for trading on EcoEx trading platform.
5. The membership granted by EcoEx may be withdrawn, suspended, terminated or cancelled by EcoEx, at its own discretion, at any point of time, or the member may be barred from participating in all activities under any of the circumstances as stipulated under the EcoEx T&C, and that the Undersigned shall be bound by the decision taken by EcoEx in this regard.
6. The Undersigned shall make available all related records, books, information, documents related to the dealings and trades executed on the EcoEx trading platform as may be required by EcoEx or by any other person/authority appointed or authorized by EcoEx.
7. If any difference/dispute arises between the parties as to the interpretation, meanings or effect of this Undertaking or as to the rights and liabilities of the parties to this undertaking, the same shall be settled to the extent provided in the special terms and conditions subject to which any commodity has been offered for trading and in the absence of any such provision the disputes shall be settled to the extent provided for in General Terms and Conditions of EcoEx.
8. The Undersigned shall not disclose, reveal, publish and advertise any material information relating to operations, membership, software, hardware, etc. of EcoEx without prior written approval of EcoEx.
9. The Undersigned shall keep the password in strict confidence and secrecy and shall not disclose the same to any person and Undersigned shall be bound by all transactions and trades done on the EcoEx by use of its password and /or Trading member ID or user ID.
10. The Undersigned shall notify EcoEx of any material change in its composition within 10 days of such change. In case of any change in the composition of the Undersigned, EcoEx will be entitled to review continuation of the Undersigned as a Member of EcoEx and the Undersigned shall be bound by any decision taken by EcoEx in this regard which shall be final.
11. The Undersigned shall ensure to apprise its employees, clients/constituents of the EcoEx T&C and all other directives thereunder and further undertakes not to misrepresent the nature of transaction to any of its clients.
12. None of the shareholders, directors or promoters of the Undersigned:
 - i) have been declared as defaulters by any regulatory authority;
 - ii) were/are involved in any financial irregularities, illegal activities, corruption charges etc.;
 - iii) have any court case/s are pending against them;
 - iv) has/have ever been adjudged bankrupt or have a receiver order been made against them or have been proved to be insolvent at any time;
 - v) has/have ever compromised with their creditors for less than full discharge of debts;

vi) has/have ever been at any time convicted of an offence involving fraud or dishonesty or financial irregularities.

13. The information provided in its application form for the membership of EcoEx is true and correct and that the above undertakings will be binding on our successors and permitted assigns of the Undersigned.

Signed and delivered on behalf of _____

Name: _____

(Authorised by way of a board resolution dated _____)

Signature: _____

Witness: _____

Signature: _____