

Format of Application Form for seeking membership in RBI's NDS-OM electronic trading platform. To be franked with Stamp Duty prior to execution as per Maharashtra Stamp Act

(To be stamped in accordance with the State Stamp Law in force)

To:

**The Chief General Manager,
Financial Markets Regulation Department,
9th Floor, Central Office Building,
Reserve Bank of India,
Shahid Bhagat Singh Marg, Fort,
Mumbai – 400 001**

Madam / Dear Sir,

Request for membership in Negotiated Dealing System-Order Matching (NDS-OM) electronic trading platform

We hereby seek membership in Reserve Bank of India's Negotiated Dealing System – Order Matching (NDS-OM) electronic trading platform for both order matching and reported segments

2. The requisite particulars, as required, are as under:

| | | | | |
|---|------------------|--------------------------------|---|--------------------------------------|
| A. Name of Applicant | | | | |
| B. RBI CBS (E-Kuber) Member ID | | | | |
| C. CCIL Member ID | | | | |
| D. Contact Details of Key functionaries in Money Markets/Fixed Income Operations | | | | |
| | Head of Treasury | Head of Dealing / Chief Dealer | Head of Treasury Operations / Back Office | Head of Mid Office / Risk Management |
| Name | | | | |
| Designation | | | | |
| Postal Address | | | | |
| Telephone Number (s) | | | | |
| Mobile Number (s) | | | | |
| Telefax Number (s) | | | | |

| | | | | |
|---|-----------------------------|--|-----------------------------------|-----------------------------|
| E-mail ID | | | | |
| E. Contact Details of Key IT Functionaries | | | | |
| | IT Head / Systems-in-Charge | | NDS Project-in-Charge in IT Dept. | |
| Name | | | | |
| Designation | | | | |
| Postal Address | | | | |
| Telephone Number (s) | | | | |
| Mobile Number (s) | | | | |
| Telefax Number (s) | | | | |
| E-mail ID | | | | |
| F. Whether INFINET connection has been taken (yes/no)? | | | | |
| G. Account Details | | | | |
| Current Account Details | | | SGL Account Particulars | |
| Bank Name (RBI/ Designated Settlement Bank) | Account No. | | Proprietary SGL Account No. | Constituent SGL Account No. |
| | | | | |

3. User request Template would be sent after this application form is approved by RBI
4. We hereby undertake to install in our business premises at our cost, requisite IT and communication infrastructure as per specifications provided by RBI to facilitate our connectivity and smooth functioning of NDS-OM.
5. We undertake not to move/shift/relocate/transfer/replicate/duplicate any part of NDS-OM Application's software/hardware without RBI's prior written consent. We undertake to modify, upgrade or replace the above equipment at our cost as and when advised to do so. We further undertake not to modify, upgrade or replace the software/hardware without RBI's prior written consent;

6. We hereby affirm that –

- (a) we are an active member of CCIL;
- (b) we are aware that our membership in NDS-OM will be co-terminus with our RBI CBS (*E-Kuber*) membership;
- (c) all regulatory requirements are being duly complied with and there has been no penal action from regulators for non-compliance;
- (d) adequate internal control and risk management systems are in place;
- (e) we have not been subject to an order of disqualification by any statutory/regulatory authority or an order of similar effect nor have we been convicted for any criminal offence involving any transactions in government securities (including Treasury Bills);
- (f) necessary approval(s) as laid down in terms of our internal rules and regulations has been obtained prior to making this request for membership in NDS-OM;
- (g) we have read and understood the “Guiding Principles” relating to NDS-OM. We shall abide by all rules, regulations, principles, terms and conditions that RBI may stipulate in respect of NDS-OM and that all such rules, regulations, principles, terms and conditions, as amended and applicable from time to time shall be binding on us;
- (h) we shall incorporate our NDS-OM Member Number and concerned NDS-OM User Number allocated to us at the time of grant of access to NDS-OM in all our communications to RBI;
- (i) RBI and/or any of its officials shall not in any way be liable for any loss or damage or consequences that may arise on account of unauthorised and/or wrongful use of our NDS-OM Member Number and/or NDS-OM User Number;
- (j) we or any of our officials shall not have any right, title or interest with respect to NDS-OM, its facilities, software and/or information provided by RBI;
- (k) we are aware that we can place orders/ report trades (as applicable) on NDS-OM on our own behalf as well as on behalf of our constituents and that we shall be liable for all trades executed on NDS-OM for orders entered into NDS-OM on our own behalf or on behalf of our constituents;
- (l) in so far as constituent orders/trades are concerned, the compliances as required under the “Know Your Customer” (KYC) Guidelines issued by RBI are being strictly adhered to;

- (m) we have clear and comprehensive access control policies, systems and procedures in place in our organization and that these have been fully implemented and that the same is being continuously monitored for its strict compliance;
- (n) we shall not permit any of our officials or any other person(s)/entity/ies to –
 - I. use the software provided by RBI for any purpose other than approved and specified by RBI;
 - II. use software provided by RBI on any equipment other than the workstation/s approved by RBI
 - III. copy, alter, modify or make available to any other entity/person the software provided by RBI
 - IV. use the software in any manner other than as specified by RBI
 - V. install or operate a workstation from an unauthorised location
- (o) the intellectual property rights of such software shall be with RBI and any unauthorised use of the same shall render it to be treated as act of infringement and dealt with accordingly.
- (p) we agree that the Bank shall have the absolute discretion to part with/disclose or disseminate such information concerning the members quotes/trades settled or rejected and either cleared and settled directly in Public Debt Office (PDO) of the Bank or through the Clearing Corporation of India Limited relating to government securities and all other instruments traded or reported on NDS-OM as deemed necessary by the Bank to regulatory authorities, government, other agencies and press and media.
- (q) the Bank shall not be held responsible or liable for any failure of computer system, telecommunication network and other equipment installed at the Member's office premises. The Bank shall have right to inspect and supervise all computer systems, systems software, telecommunication equipments running NDS-OM application software at the members' end.
- (r) the Bank is authorised to review the Member's continuation as a member of the NDS-OM if in the opinion of the Bank any event or likely occurrence of an event where the Member has resulted/ likely to result or affect directly or in any other manner the interests of the Bank or any policy changes of the Bank. The decision of the Bank in this behalf shall be final and binding upon the Member.

- (s) we agree that in case we undergo any corporate reorganization including any amalgamation, demerger or acquisition of any undertaking, our membership shall be liable for suspension/ termination as per the Regulations
- (t) in the event of any corporate change in the management of the Member, the Bank shall have a right to call for such information, data and documents as may be deemed necessary and the member shall provide the same to the Bank and also extend all necessary cooperation in this behalf.
- (u) we agree to bind ourselves in respect of all the transactions made by us with other members through NDS-OM and to use digital signature currently provided by the IDRBT or digital signature provided by a Certifying Authority appointed under the Information Technology Act, 2000.
- (v) we unconditionally and irrevocably agree that any transaction made by us by electronic SGL transfer form through RBI CBS (E-Kuber) shall be binding on the member. The member will not repudiate the transaction/s subsequently for any reason whatsoever and the Bank may act on such electronic forms and put through the transactions without any risk and responsibility.
- (w) we agree to indemnify the Reserve Bank against any possible loss/damage suffered in consequence of its acting on electronically reported trades through NDS-OM for settlement.
- (x) without prejudice to the other rights and remedies available to the Bank, we hereby agrees to indemnify and shall keep indemnified the Bank against any loss/damage suffered by the Bank while availing of the facilities through NDS-OM by the Member and any loss, damage, cost, expenses arising due to any default, misconduct or negligence on the part of the Member or any employee, agent, servant or representative of the Member.
- (y) we agree that the liabilities for using NDS-OM facilities for various activities, viz., bids, its submission in auctions and the result thereof, giving quotes, dealing in securities and money market instruments, generating deal ticket and approvals by dealers and settlers i.e. entering into a transaction settled by the Bank in electronic book entry form shall rest solely on us. We acknowledge that we are well aware of the consequences of signing this undertaking and fully comprehends the terms of using NDS-OM application software.
- (z) in the event of any differences/dispute arising between us and the Bank /any other member as to the interpretation, meanings or effect of this undertaking or as to

the rights and liabilities of the member or the Bank or as to any other matter, the Bank's decision in this behalf shall be final.

7. We further undertake to execute, sign and subscribe to all such deeds, undertakings, indemnities and/or bonds and provide RBI with all information/documents as may be called for and be required by RBI from time to time.
8. We hereby declare that the information given above is true, correct and complete to the best of our knowledge and information. If any of the above statements is found to be false, incorrect, misrepresented or if there is breach of any undertaking or condition stipulated, RBI may take such action as it may deem fit, including termination of our NDS-OM membership.
9. We also hereby undertake to inform RBI about any change in the above mentioned facts within 15 days of the same taking place/coming to our knowledge, whichever is earlier.
10. We hereby confirm that this Application form seeking NDS-OM Membership (of the business segment as indicated on Page1) has been submitted by us in terms of requisite internal approvals obtained by us for this purpose and that the same has been signed by Head of Treasury/ a Senior Official in our Organization who is duly authorised to make such a request.

Place:

Signature:

Date:

Name:

Designation: