

Annexure-2

Terms and Conditions for governing of RFQ-Click Wrap Undertaking

We by clicking “Submit/ Accept” understand the ‘Terms and Conditions’ governing our registration and subsequent use of the NSE REQUEST FOR QUOTE (RFQ) PLATFORM for Execution and Settlement of Trades (hereinafter referred to as the “Platform”) as Participants in Eligible Securities and agree to be bound and to abide by them at all times, as modified and notified by SEBI/ NSE.

Eligible Securities shall mean “corporate bonds, securitized debt instruments, municipal debt securities, Government securities, State development loans, Treasury bills, Commercial papers and Certificates of deposit and any other security as maybe specified from time to time.”

1. We are eligible to participate on the Platform as per the eligible Participant criteria prescribed by SEBI/Exchange from time to time and shall always abide by and be compliant with all the applicable laws and the relevant regulations, rules, guidelines, directions, notifications and circulars issued by SEBI/NSE applicable to the activities carried out on the Platform for the time being in force in addition to the operating guidelines issued by NSE, in relation to the usage of the Platform (hereinafter referred to as the “Operating Guidelines”).
2. We agree to conduct our activities on the Platform fairly and diligently and shall ensure that its actions or conduct are not in any manner detrimental to the interests of NSE, or other Participants in the Platform. We are solely responsible for the RFQs/Quotes submitted by us on the Platform and satisfying the obligations arising therefrom.
3. We understand and agree that NSE is the owner of the Platform and the website hosting the Platform (hereinafter referred to as “Site”), and shall retain all rights, title and interest in and to all intellectual property rights of NSE in the Platform and the Site provided herein, and we will not acquire any right by virtue of usage of the Platform and the Site.
4. For the avoidance of doubt, NSE shall not be assumed to be a party to any transaction initiated through the Platform.
5. We agree that we are bound to honour deals which are mutually accepted post confirmation of the total consideration on the RFQ Platform. We agree that in the event we fail to settle the deal concluded on RFQ Platform, Exchange/Clearing Corporation may initiate appropriate penal actions as specified by SEBI/Exchange/Clearing Corporation from time to time. The penal actions would include, but not limited to, non-participation on the RFQ Platform for a given period. These actions may also be jointly coordinated among all operating RFQ Platforms in the market.
6. We agree that NSE reserves the right to modify/revise these Terms and Conditions or the Platform Rules, and our continued use of the Platform is implicit of continuous acceptance of such modifications/revisions. However, the said modification/revision will be notified to us, by email or by means of a notice on the Site prior to such modification/revision becoming effective.
7. We understand and agree that our personal information, shared at the time of registration with NSE is to verify and authenticate our identity, to correspond with NSE and to fulfil legal and regulatory requirements, and are subjected to these Terms and Conditions provided herein. We understand that any unauthorized access to the Platform can result in adverse consequences, and we agree that the said consequences shall be at our sole risk and liability. We agree that NSE

reserves the right to release/disclose information regarding RFQs/Quotes on the Platform to such third parties/competent authorities as may be required/ permitted by law.

8. We agree that the contents, links or information accessible or provided on the Platform or the Site by NSE including the RFQs/Quotes are available on an “as is” and “as available” basis and that NSE makes no representations or warranties, express or implied, with regard to the same. NSE shall not be liable for any claims arising by operation of law or otherwise as to the quality, correctness, veracity, accuracy, efficacy, completeness, performance, or fitness of such content provided on the Site or the Platform, for any particular purpose, including without limitation any comments, feedback and advertisements contained on the website. We further understand all risks associated with the use of such content.
9. We agree that NSE shall not be responsible for any errors, omissions or representations made by or on behalf of the Participants, and any liability arising from the contract, tort (including negligence) or otherwise for indirect, special, incidental, punitive or consequential losses or damages, or loss of profits, revenue, goodwill or anticipated savings or for any financial loss whatsoever, regardless of whether any such loss or damage would arise in the ordinary course of events or otherwise, or is reasonably foreseeable or is otherwise in the contemplation of the parties in connection with this Site/Platform or its use. No liability is excluded to the extent such liability may not be excluded or limited by law.
10. We agree that NSE does not make any representation or provide any warranty, expressed or implied and does not provide any advice in relation to investment made, solicit or recommend or guarantee any transaction, allotment of securities or related negotiation, potential or otherwise, in connection with any issue on the Platform. We, by virtue of using the Platform, Site or software systems, shall not be deemed, construed or believed to be in compliance with various statutory, legal, regulatory and other requirements by the parties to any issue by virtue of such issue being cleared or approved by NSE.
11. We understand and agree that NSE shall promptly address any defects/problems in the system as reported to it but does not warrant that the use of the Platform shall be uninterrupted or error free. NSE shall ensure the integrity, secrecy, and retrievability of data shared on the Platform, for both inactive and active Participants, and ensure seamless functioning of the Platform and NSE’s liability with regards to the same is subjected to the following disclaimer: Notwithstanding anything contained herein or otherwise to the contrary in the Operating Guidelines, unless occasioned directly due to wilful default on its part, NSE shall not be liable for any failure of its systems, or for any losses, incidental, special or consequential damages, or other costs arising in any way, without limitation, due to operational glitches, primary, supportive or ancillary in nature; or due to environmental conditions, accidents, Act of God; or fraud or wrong done by any Participant or its authorised persons, agents or any third party, including circumvention of any privacy settings or security measures on the Site or Platform.
12. We, for the duration of the our registration with the Platform, agree to keep NSE and its officers, directors, employees, and agents indemnified and hold harmless against all actions, proceedings, claims, liabilities (including statutory liability), costs (including legal costs), awards, losses and/or expenses, arising as a result of any breach of any of the representations, warranties, undertakings, declarations, these Terms and Conditions, the Operating Guidelines, or any gross negligence/material omission/ fraud by them or its authorized representatives in relation to the use or operation of the Platform.
13. We understand and agree that we shall solely be responsible for the veracity and accuracy of the RFQs/Quotes submitted and that NSE can take necessary action against it, including cancellation/suspension of its activities on the Platform, or its de-registration from the Platform, for reasons including but not limited to applicable laws and the Operating Guidelines, non-compliance with these Terms and Conditions, or in case of winding up. In cases of said violations, notwithstanding NSE’s right to initiate suitable interim measures, we may be provided with a

reasonable notice, and an opportunity of being heard. De-registration shall not affect its obligations that have already arisen under this Agreement.

14. We understand and agree that the use of the Platform, related services, the Site, and the contents of this disclaimer, are governed by Indian law. NSE does not represent or warrant that the Site, or the Platform, or any functionality or feature thereof, is appropriate or available for use in any particular jurisdiction. We are responsible for complying with all local laws, rules, regulations, and other statutory or regulatory requirements, and hence, hereby submit to the exclusive jurisdiction of the Courts in Mumbai in relation to any disputes or differences that arise in relation the same.