(***Not to be typed/printed:*** *Document to be stamped for Rs.600/- or the value prevailing in your State, whichever is higher. Please execute document before a Notary or a First Class Magistrate on Non-Judicial stamp paper/s or on paper franked from Stamp Office*)

**UNDERTAKING**

I / We, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, a company incorporated under the Companies Act, 2013, and having its registered office at;\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, provide this UNDERTAKING on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_IN FAVOUR of **NSE Data & Analytics Limited**, a company incorporated under the Companies Act, 1956, with its registered office at; ‘Exchange Plaza’, C-1, Block G, Bandra Kurla Complex, Bandra (East), Mumbai 400 051, Maharashtra, India (hereinafter called “**NSE DATA**”).

**WHEREAS,** NSE DATA is a Company duly incorporated under the Companies Act, 1956 and the rules framed thereunder and has in its possession historical data of National Stock Exchange of India Limited (hereinafter called “NSE/Exchange”).

**WHEREAS,** NSE DATA is authorized to distribute such historical data of NSE to any person as it may deem fit.

AND WHEREAS I/We have approached NSE DATA to furnish historical order and trade data (**“Data”**) (more particularly described in **Annexure I**) to me/ us.

AND WHEREAS NSE DATA has, as a precondition to the Undersigned being furnished such data as per **Annexure I** required me/ us to furnish the undertaking in the manner and on the terms mentioned herein below:

I / We hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions in consideration of which NSE DATA agrees to provide the historical data as per **Annexure I** (hereinafter referred to as **“Historical Data”**).

**NOW IN CONSIDERATION OF THE FOREGOING**, I/We hereby declare and agree as follows:

1. That I / We shall use the Data solely for internal purposes more fully described in **Annexure II**. Further, I/We shall ensure that I/We shall not publish, reproduce and/or redistribute the Data or any component thereof or a in any manner to any other person without the prior written consent of NSE DATA.
2. That I/We shall ensure not to publish, reproduce and/or redistribute the output generated from Data or any component thereof in any manner except as provided under **Annexure II** of this Undertaking.
3. That the Data if made available to me / us by NSE DATA will be made available on a non-exclusive and non-transferable basis only.
4. That the Data will not be exploited or used by me / us for any commercial purposes or for deriving any financial gains or profits.
5. That the Data will not be used to create/issue /introduce/License and/or allow any third party or index creator to create/issue/ introduce any indices/ product linked to the Data without prior written consent of NSE DATA.
6. We undertake that Historical Data shall not in any form and manner, use or provide the Data for use on any platforms/apps/websites, for online gaming, virtual trading or simulation, fantasy games, or any activity of similar nature that is prohibited under law or by regulatory and/or judicial authority.
7. That, in addition to the above, I declare that the usage of data would conform to the generally accepted principles of ‘fair use’ of data.
8. That I/We undertake to pay any such charges as may be decided by NSE DATA and communicated to me/us.
9. That I/ We agree and understand that NSE DATA tries to provide as far as practicable the best available Data in terms of quality, reliability and content.
10. That I/ We unconditionally agree that the NSE DATA does not warrant that the provision of the Data will be error free.
11. We agree and acknowledge to co-operate and provide all necessary support during audit including but not limited to disclosure of relevant books, records, user details, server logs, systems, etc. that may be carried out by NSE Data or by its authorized agents/third parties, to ascertain our compliance with the clauses of this Undertaking. We understand and acknowledge that in the event audit conducted under the provisions of this Undertaking discovers irregularities including but not limited to unauthorized usage of data and any other irregularity of similar nature. (collectively referred to as “Lapse(s)”, NSE Data reserves the right to levy penalties for Lapse(s) as it may deem appropriate in addition to the right of NSE Data to terminate this Agreement forthwith pursuant to Lapse(s).
12. That I/We unconditionally agree that neither NSE DATA nor the directors, managers, officers, employees or agents of NSE DATA or the Exchange shall be liable for any incidental, consequential loss, damage, costs, claims and expenses whatsoever arising from any error or omission in the Data provided herein.
13. That I/We warrant and represent to NSE DATA that I/We have the right, title and authority to provide this Undertaking.
14. We represent and warrant that the Historical Data subscribed under this Agreement shall be solely used for purposes mentioned in Annexure-II thereby facilitating trading and investment decisions in such activities that furthers orderly functioning of securities market and are not prohibited under law.
15. That I/We warrant and represent to NSE DATA that there are no actions, suits, proceedings and/or investigations pending on me/us by the Regulator (for the purpose of this Undertaking, Regulator shall mean and include SEBI and/or RBI), to the best of my/our knowledge, that would materially and adversely affect my/ our ability to perform the obligations under this undertaking.
16. That I/ We indemnify NSE DATA and keep indemnified NSE DATA harmless from and against all claims, demands, actions, proceedings, losses, damages, liabilities, costs, charges, expenses or obligations which may be brought or commenced against NSE DATA or which NSE DATA may or may have to bear, pay or suffer directly or indirectly as a result of such loss or damage arising as a result of the Data being furnished to me/us and/or any error or omission in the same.
17. That I/We unconditionally agree that neither NSE DATA nor the directors, managers, officers, employees or agents of NSE DATA, holding company affiliated companies, guarantees the sequence, accuracy or completeness of the Data. I/We further, unconditionally agree that NSE DATA and the directors, managers, officers, employees and agents of NSE DATA shall not be liable in any way to me/us and/or my/ our customers or to any other third person, for any delays, inaccuracies, errors in or omissions from the data.
18. That I/We unconditionally agree to treat and hold all information/ Data obtained from NSE DATA pursuant to the undertaking as confidential and shall not divulge such information/ Data to any person. I/We will restrict access to the Data provided by NSE DATA to only such of my/our employees who need to know the same. I/ We have obtained or will obtain a written undertaking from each employee having access to such Data/ information, under which the employee acknowledges the importance of protecting the confidentiality of the information/ data to which such employee has access and agrees to protect and not disclose the same to any other person.

This undertaking shall be subject to and construed and interpreted in accordance with the laws of India and I/ We hereby submit to the exclusive jurisdiction of the Courts at Mumbai.

IN WITNESS WHEREOF this Undertaking is executed by the undersigned on the \_\_\_\_\_\_\_\_\_\_2024 and the place first mentioned above.

Signed by, for and on behalf of:

**Company Name**

**Name of Signatory:**

**Designation of Signatory**

**ANNEXURE I**

1. Historical Data containing standard details of tick by tick Order level, Trade level data and any other information provided by NSE DATA at its own discretion pertaining to securities for the period \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ in the Capital Market Segment of the Exchange.
2. Historical Data containing standard details of tick by tick Order level, Trade level data and any other information provided by NSE DATA at its own discretion pertaining to contracts for the period \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ in the Futures & Options Segment of the Exchange.
3. Historical Data containing standard details of tick by tick Order level, Trade level data and any other information provided by NSE DATA at its own discretion pertaining to contracts for the period \_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_ in the Currency Derivatives Segment of the Exchange.

**ANNEXURE II**

**USAGE OF DATA**

 Kindly mention the purposes for which the data will be used.