**ANNEXURE A**

**CRITERIA FOR APPLICATION SERVICE PROVIDERS (ASP)**

1. Criteria relating to the background of the ASP. (In case of newly formed company the promoters of the company to fulfil the criteria)

* Suitable organisational structure, promoters and their background. Details of affiliation with other entities like brokers / sub-brokers etc. including beneficial interests held by / in such brokers / sub-brokers etc.
* Track record in project implementation along with good reference sites desirable.
* ISO / CMM certification for IT activity desirable

2. Should have adequate infrastructure in terms of:

* Hardware & software facilities available
* Communication & networking facilities within the organisation
* General office facilities in terms of office space and infrastructure
* Total staff (Minimum no. of 25 technical staff for support)
* Facilities for 24 X 7 Call centre / Help desk

3. System requirements:

* Should have sound platforms for the proposed solution viz whether on NT/UNIX using RDBMS or just pure DOS solution with Dbase type database
* Adequate provisions for system redundancy, fault tolerance and load balancing
* Database redundancy and standby databases (hot standby / cold standby)
* Provisions to monitor system capacity and scalability of system on capacity utilisation
* Contingency planning in case of technical failure and capacity planning (including periodic evaluation of capacity based on historical and anticipated volumes) should be documented and be available for inspection
* Frequency of hardware & software upgrade
* Adequate provisions for back-up systems and data storage
* Alternate means of communication in case of link failure - links to Exchange as well as Internet link failure

4. Security requirements

* Physical security of hardware / systems at hosting location and controls on admission of personnel into location. Audit trail of all entries-exits at location.
* Role based access control of ASP staff to system. Audit trail of all access by ASP staff. Reconfirmation by second user for critical functions (second password).
* Use of authentication technology - user ID and First Level password (private code). Second Level password are advisable
* Automatic expiry of passwords after a reasonable duration and reinitialisation of access on entering fresh passwords
* Encryption of passwords to ensure no unauthorised access to user passwords
* Security, reliability and confidentiality of data related to members and clients. Provisions to ensure that a member / client can see data only pertaining to himself and not other members / clients.
* Records maintained in electronic form should not be susceptible to manipulation
* Logs of all activities / transaction to be maintained with proper audit facilities
* Secured Socket Layer access through Internet - certified by an approved Certifying Authority
* Firewalls between Internet and trading set-up

**ANNEXURE I**

**APPLICATION FOR APPLICATION SERVICE PROVIDER (ASP)**

*(to be executed on letter head of the vendor)*

**BASIC DETAILS:**

* Applicant Name:
* CIN No:
* PAN No:
* Registered & Correspondence Address:
* Telephone No.:
* Fax No.:
* Email Id:
* Name(s) & Designation of Authorised Signatory:
* Telephone No. of Authorised Signatory:
* Correspondence Address:
* Telephone No.:
* Fax No.:
* Email Id:
* Applying for Segment/s: EQ/ FO/ CD/ CO/ EGR/ Others

**ORGANISATION DETAILS**

* Complete details of promoters and their background: To be enclosed
* Whether the applicant has any affiliation with any brokers / subbrokers etc. including beneficial interests held by / in such brokers sub-brokers etc. YES/NO

If YES to above, then complete details of affiliation to be provided

* Organisational structure: To be enclosed
* Total Staff:
* Directors
* Technical Staff:
  + Hardware
  + Software
  + Support
  + Others

**TECHNICAL DETAILS**

* Complete details of infrastructure available (as below):
  + Hardware:
  + Software: To be enclosed
  + Communication / Networking:
* Complete details of Projects implemented along with References:

(if newly floated company then details of promoter company)

* Complete details CMM / ISO Certification for IT activity, if any:

(if newly floated company then details of promoter company)

**SYSTEM DETAILS:**

Comprehensive write-up of proposed solution including platforms for the solution, functionalities available, connectivity’s, detailed network diagram etc. to be provided

Detailed write-up to be provided for each of the following areas:

* Frequency of hardware & software upgrade
* Provisions for system redundancy, fault tolerance and load balancing
* Database redundancy and standby databases (hot standby / cold standby)
* Provisions to monitor system capacity and scalability of system on capacity utilisation
* Provisions for back-up systems and data storage
* Contingency planning in case of technical failure and capacity planning (including periodic evaluation of capacity based on historical and anticipated volumes) should be documented and be available for inspection
* Alternate means of communication in case of link failure - links to Exchange as well as Internet link failure
* Facilities for 24 X 7 call centre / Help Desk

**SECURITY REQUIREMENTS**

Detailed write-up to be provided in each of the following areas:

* Physical security of hardware / systems at hosting location and controls on admission of personnel into location.
* Access control of ASP staff to system. Audit trail of all access by ASP staff. Reconfirmation by second user for critical functions (second password).
* Use of authentication technology - user ID and First Level password (private code). Second Level password.
* Automatic expiry of passwords after a reasonable duration and reinitialization of access on entering fresh passwords. Encryption of passwords.
* Security, reliability and confidentiality of data related to members and clients. Provisions to ensure that a member / client can see data only pertaining to himself and not other members / clients.
* Records maintained in electronic form should not be susceptible to manipulation
* Logs of all activities / transaction to be maintained with proper audit facilities
* Secured Socket Layer access through Internet - certified by an approved Certifying Authority
* Firewalls between Internet and trading set-up
* Other security provisions if any

We certify that all the statements are true and correct to the best of our knowledge. We undertake to ensure continuous compliance with all the requirements of the Exchange, DoT policy and regulations with regard to levels of encryption, etc and SEBI directives and other statutory requirements etc. in this regard, as may be issued from time to time.

Signed sealed and delivered by the Authorised representative of the Applicant

Date

Place:

**ANNEXURE II**

**ASP Terms and Conditions**

1) ASP shall pay such charges to Exchange as may be specified by the Exchange from time to time and as may be levied by DOT/MTNL/ any other regulatory/statutory authorities from time to time.

2) All material and information which has or will come into ASP’s possession or knowledge in connection with the release of the ETI / API or the performance hereof, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging or cause loss to the Exchange. ASP shall hold such material and information in strict confidence, not to make use thereof other than for the purpose mentioned above, to release it only to its employees requiring such information and that too only with the written consent of the Exchange, and not to release or disclose it to any other parties. ASP shall take appropriate action with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied and shall also ensure that its employees are aware and comply with the above provisions.

3) ASP shall not in any way represent that the software developed by it is a part of the NTA system of the Exchange.

4) ASP shall not in any way represent that the software developed is the empanelled products of the Exchange.

5) ASP shall not advertise or publish any brochure, pamphlet, booklet, notice, or promotional material mentioning the Exchange or NTA system without the written consent of the Exchange.

6) ASP shall not share the ETI / API/ technical specifications with any third party without any specific approval from the Exchange.

7) ASP shall not make use of the ETI / API / technical specifications for any commercial gains except for the purpose as mentioned in its Application.

8) ASP shall keep full security of Exchange's programs, databases and computer records in accordance with best computing practice.

9) ASP shall inform the Exchange;

a. If it enters into a compromise with its creditors or liquidation or insolvency proceedings have been commenced against it (and which is not vacated within 60 days of such commencement) or otherwise it takes steps to wind up (otherwise than as a result of a solvent intra-group restructuring); or

b. If it undergoes a change of control including any change wherein the management and ownership vests with a party (or group of persons) whom the Exchange (acting reasonably) considers a direct or indirect competitor; or

c. If there is any change in any of the criteria based on which it have been identified as ASP by the Exchange.

10) ASP shall submit such details as required by the Exchange including the details regarding the number of the Trading Members of the Exchange to whom it has provided the license /s to use the software. The details shall be submitted by ASP on a periodical basis as required by the Exchange.

11) ASP shall execute, sign, subscribe to such other documents, papers, agreement, covenants, bonds, and/or undertakings as may be prescribed or required by the Exchange from time to time.

12) The Exchange has the right to stop sharing of the ETI / API / technical specifications for any segment without giving any reason.

13) ASP has represented in its application for registration as an ASP that there is no conflict of interest with the business of the Exchange. ASP shall ensure continued compliance with this requirement. ASP are also required to ensure that its group companies including holding or subsidiary companies are not engaged in a business which gives rise to conflict of interest with the business of the Exchange. ASP shall immediately inform the Exchange in case a conflict of interest arises in the future and in such an event, the Exchange may take including stoppage of such action as it may deem fit sharing of ETI / APIs for other products / and updates to the existing ETI / APIs / Technical specifications.

14) ASP’s use of the ETI / API shall be within the scope as mentioned in above.

ASP may note that the Exchange is only releasing the ETI /API / Technical Specifications and the Exchange does not guarantee the merchantability of the ETI /API or fitness for the purpose mentioned in its Application. The Exchange shall not be responsible for special, incidental or consequential damages of any kind in connection with the release of the ETI / API. All the rights of ownership in the ETI / API / Technical Specifications shall vest only with the Exchange.

Signed sealed and delivered by the Authorised representative of the Applicant

Date

Place:

**ANNEXURE B**

**UNDERKAKING**

*(Document to be stamped with Rs.600/- or value prevailing in your state, whichever is higher. Please execute document of non-judicial stamp paper(s) or on paper franked from stamp office.)*

We **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Body Corporate incorporated under the Companies Act of 2013 Act, our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ give this UNDERTAKING on this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **Application Service Provider {ASP}**) IN FAVOUR of BSE Ltd., a company incorporated under the Companies Act of 1956, with its registered office at P.J. Tower, Dalal Street, Fort, Mumbai – 400001 (hereinafter referred to as **BSE**, which shall include its successors, permitted assigns, group, associate, affiliate, holding and subsidiary companies).

**WHEREAS**

a) BSE has provided the BOLT software to enable its Trading Members to trade.

b) In addition, BSE, provides a Non-Exchange Frontend facility by which it provides a facility for order entry, receipt of order and trade confirmation and also for receipt of data relating to its trade quotations etc.

c) The Trading Members may develop the necessary software at the Trading Members end for the purposes of Non-Exchange Frontend facility or procure the same from such of those software vendors as may be identified by BSE, or avail of the services provided by service providers to facilitate trading, after duly complying with the requirements as may be stipulated by BSE in this regard.

d) BSE has decided that the service providers shall be identified for this purpose, based on the application received from them and subject to fulfillment of such criteria as may be stipulated by BSE from time to time, and subject to such service provider executing an Undertaking in favor of BSE in the format prescribed by it and agreeing to abide by and be bound by the various terms and conditions which BSE may prescribe in this regard from time to time.

e) BSE has agreed to identify us as a service provider for the above purpose and We are desirous of providing such services (which may inter-alia include software / hardware / other infrastructure) to the Trading Member to enable the Trading Member to avail of the Non-Exchange Frontend facility, and shall fulfill all the terms and conditions as may be prescribed by BSE from time to time at its discretion in this regard.

**NOW THEREFORE IN CONSIDERATION OF BSE** having agreed to identify / identified us as a service provider for the aforesaid purposes, we hereby IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE and agree to abide by and be bound by the following terms and conditions:

1. We hereby, declare that the information provided by us in the application form submitted to BSE for approval of the Software on Non-Exchange Frontend facility are complete and true to best of our knowledge and based on records.
2. We certify that we are/are not (as applicable), engaged in the business of trading securities directly or indirectly through any subsidiary or associate/affiliate Company or any other Company in which any of my/our directors/relatives has a direct/indirect beneficial interest or through a related party, as defined under applicable law.
3. In case we do engage in such business, we understand, acknowledge and undertake that we shall disclose this information to Exchange and trading members who wish to procure/procures software from us.
4. Further, upon sharing the affiliation details with trading members, we shall seek the acknowledgement regarding this from the trading members and maintain the record of such acknowledgement.
5. We agree and acknowledge that access and use of BSE market data including Tick by Tick, 1 second frequency 5 depth, trade execution range Broadcast data etc. provided to us by BSE via multicast (Exchange Data) is strictly restricted for commercial purposes of TMs availing ASP service from us. Accordingly, we undertake to ensure that the Non-Exchange Frontend Trading System shall have sufficient in built features to restrict the access and use of Exchange Data to TMs availing the ASP service. Further, We shall be solely liable for any losses, liabilities, claims, demands and expenses suffered directly or indirectly by any entity due to the misuse of such Exchange Data by any TM availing the ASP service.
6. Similarly, We agree and acknowledge that access and use of trading members’ data is also strictly restricted for commercial purposes while they avail ASP service from us. Accordingly, we undertake to ensure that the Non-Exchange Frontend Trading System shall have sufficient in built features to restrict the access and use of member data.

1. We agree to render all possible assistance and co-operation to BSE by providing it with the necessary information on above records as may be sought by it from time to time, in any form as it may require, and that We shall produce such documents, records, data, howsoever stored, as may be required by BSE at its discretion.
2. We agree that “Empanelment at BSE” does not guarantee the product/ software veracity or any commercial veracity of any contract or agreement done by us with our clients and any software developed by us shall in no way construed as being recommended by BSE. We agree that our Empanelment at BSE does not constitute or imply endorsement, recommendation, or favoring of BSE, its associate companies or any of its employees or contractors acting on its behalf.

**General Obligations**

1. We undertake to not hold BSE, or its directors, officers, employees and agents, liable or responsible for any direct or indirect loss, damage, costs, claims and expenses whatsoever, incurred by us, arising out of any force majeure event. For the purposes of this Clause, “Force Majeure” means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and any concerned State Government and such other acts or events which are beyond BSE's control. This is without prejudice to the rights and contentions already accrued to BSE due to my/our failure to perform either in full or in part, my/our obligations prior to the occurrence of events of Force Majeure.
2. We agree and acknowledge that neither BSE nor its directors, managers, officers, employees or agents, guarantee the functioning of the Non-Exchange Frontend Trading System. BSE and its directors, managers, officers, employees and agents, shall not be liable in any way to us or to any of our customers or to any other person, for any non-performance or interruption or accidents in relation to Non-Exchange Frontend Trading System, whether caused by software bugs, or malfunctioning of the Non-Exchange Frontend Trading System provided by us to the TM, or for any other reason, or for any damages which are direct, indirect, consequential or otherwise, arising therefrom or occasioned thereby. No proceedings would be initiated by us or any third party against BSE or against any individual officer or employee of BSE for any act done by such officer or employee of BSE in good faith, in their official capacity.
3. We shall indemnify and keep indemnified BSE, its directors, managers, officers, employees or agents harmless against every and all claims, demand, damages, penalty, liabilities, compensation, losses and expenses suffered by it directly or indirectly for reason of our contravention or non-compliance with any of the provisions of this Undertaking or the general applicable law/rules/regulations.
4. That any forbearance, delay or indulgence by BSE in enforcing the provisions of this Undertaking shall not prejudice or restrict the rights of BSE, and that any waiver of its rights shall not operate as a waiver of any subsequent breach, and that no rights, powers, remedies herein conferred upon or reserved for BSE are exclusive of any other right, power or remedy available to it, and that each right, power or remedy shall be cumulative.
5. That in the event of our non-compliance with any of the provisions as mentioned above, BSE shall have the right to take such disciplinary action as it deems fit, in accordance with its Byelaws, Rules and Regulations in addition to any other civil or criminal action it may initiate.
6. That BSE has the authority to withdraw or cancel the Non-Exchange Frontend facility provided to us without notice or reason.
7. Any dispute arising out these provisions of this Undertaking shall be governed by laws of India and the Courts of Mumbai shall have exclusive jurisdiction.

IN WITNESS WHEREOF this Undertaking is executed by the ASP on the day, month, year and the place first mentioned above.

SIGNED, SEALED AND DELIVERED BY

In the presence of Witnesses

1.

2.

**Checklist for Submitting Undertaking**

|  |  |  |
| --- | --- | --- |
| **Sr** | **Pre Checks** | **Tick wherever applicable** |
| 1 | Stamp paper is of minimum Rs. 600 /- \*\*for details refer instruction below |  |
| 2 | Stamp paper purchased in name of ASP |  |
| 3 | Undertaking is executed in favour of BSE |  |
| 4 | Date of Stamp paper purchase : |  |
| 5 | Date of execution of undertaking mentioned : |  |
| 6 | Date of Notarizing to be mentioned : |  |
| 7 | Notary stamp on all pages |  |
| 8 | Date of entering into the agreement as specified on the first page of the agreement should be on or before the date of notarizing the agreement. |  |
| 9 | Undertaking is executed within validity of stamp paper (Date of execution is on or after the date of, and is within six months of, the stamp paper purchase date) |  |
| 10 | Clauses of Undertaking are as per format |  |
| 11 | Signature on all pages of the Undertaking |  |
| a | For Individual : Only self can sign |  |
| b | For Partnership Firm : All Partners OR Authorised Signatory |  |
| c | For Corporates : Minimum two directors or a managing director/ Authorised signatories |  |
| d | For others : Authorised signatories |  |
| 12 | Signature of 2 witness on last pages of the Undertaking (not mandatory) |  |
| 13 | Company’s stamp is affixed and in presence of persons authorised by the Board Resolution (for Corporates only) |  |
| 14 | If there is any correction in the undertaking , then ensure the persons as authorised by the board resolution have signed across the correction |  |
| 15 | Additional Documents to be collected | Remarks |
| a | For Individual : None | - |
| b | For Partnership Firm : Partnership deed or any other documents as advised |  |
| c | For Corporates : Copy of board resolution and specimen signature list of authorised signatories |  |
| d | For others : any other documents as advised |  |

\*\* To be executed on Rs. 600/- stamp paper / applicable stamp duty of the state (whichever is higher), duly Notarized on all pages, signed, stamped & sealed by Authorized Signatory on all pages

**ANNEXURE C**

**NO-OBJECTION CERTIFICATE FOR HOSTING TRADING/ INTERNET/ ETI SERVERS AT DATA CENTRE.**

(To be obtained on the letterhead of the Data Center/Service Provider.)

To,

BSE Ltd.,

P.J. Tower, Dalal Street, Fort,

Mumbai 400 001

Name of Trading Member :

Address of the Service Provider/Data Center

where the servers are to be installed :

City :

Pincode :

1. We hereby declare that the above-mentioned building/premises where the Servers/leased lines/VSAT equipment’s for the use of M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be installed, belongs to us and we have no objection to BSE/Member installing the said equipment.
2. We hereby agree to permit inspection / servicing of VSAT/Leased Line by BSE officials and / or authorised personnel of BSE from time to time.
3. We hereby ensure to provide restricted access to the premises wherein such servers are housed only to such authorised personnel of the member and that no unauthorized person shall have access to these servers/leased lines/VSAT equipments.
4. We agree to maintain a proper log book of access made under special authorisation and also make available such servers for inspection at the premises by BSE’s officials and / or its authorised representative/s (In case the datacenter is located in a premises of a third party like VSNL, MTNL, other service providers etc,).
5. We shall not object to BSE removing its equipments at any time at its discretion and irrespective of anything contained in the agreements with the trading member we shall co-operate and facilitate the smooth removal of such equipments without any reference to the Member and notwithstanding any objections that may be raised by the Trading Member.

(Signature)

Name & Designation of Signatory on behalf of Data center/Service Provider

Please affix the Rubber Stamp of the Data center/Service Provider

(Signature)

Name & Designation of Signatory on behalf of the Trading Member

Please affix the Rubber Stamp of the Trading Member.