

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT (“this Agreement”) is executed at _____ on this _____ day of _____, 20__

BETWEEN

WHITE LABEL E-SYSTEM PRIVATE LIMITED a company incorporated and existing under the laws of India and having its registered office at Kalapataru Inspire, Unit 1, 8th Floor, Opposite Grand Hyatt Hotel, Santacruz (E), Mumbai - 400055, India, (hereinafter referred to as the “Company”, which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include its successors in interest and permitted assigns) OF THE ONE PART;

AND

[•], a company incorporated and existing under the laws of [•], and having its registered office at [•] (hereinafter referred to as the “Client” which expression shall, unless repugnant to or inconsistent with the context and meaning thereof, mean and include its successors in interest and permitted assigns), OF THE OTHER PART.

WHEREAS:

1. WLES being authorized by RBI via their approval letter dated _____ to offer an electronic trading platform “Global FX” to its clients. Global FX offers electronic buying and selling of FX products such as Cash, TOM, SPOT, SWAP and FORWARDS.
2. The Client wants to avail the services by opting to have access to the said trading platform Global FX via WLES for buying and selling FX products.
3. The Parties are desirous of recording the terms and conditions of use of the Software Products, and the rights and obligations of the respective Parties in the manner hereinafter appearing.

CHAPTER 1: TERM AND TERMINATION

Article 1: TERM: The initial term of this Agreement shall commence from the Effective Date and shall continue for a period of Three (3) years from the Effective Date (“Initial Term”) unless terminated earlier in accordance with the terms of this Agreement. Thereafter, this Agreement may automatically be renewed for a successive Two (2) years term (“Renewed Term”), unless terminated earlier in accordance with the terms of this Agreement.

Article 2: **TERMINATION:** Either Party may, by issuance of a prior notice of Three (3) months in writing to the other Party, terminate the Agreement during the Term without cause.

CHAPTER 2: PROPRIETARY/ CONFIDENTIAL INFORMATION:

Article 3: The Participants should limit access to and protect Confidential Information. The Participants should not disclose Confidential Information except to those internal or external parties who have a valid reason for receiving such information, such as to meet risk management, legal, and compliance needs.

Article 4: The Participants should not disclose Confidential Information to any internal or external parties under any circumstances where it appears likely that such party will misuse the information.

Article 5: Confidential Information obtained from a Client, prospective Client, or other third party is to be used only for the specific purpose for which it was given, except as provided above or otherwise agreed with a Client.

Article: 6: The Company shall be entitled to redistribute the data collected in real time or otherwise to other data vendors, without disclosing the name or identity of the Client and the Client provides its unconditional consent in perpetuity in respect of the same and hereby confirms that the Company is not required to obtain any consent from a third party in this regard.

CHAPTER 3: MARKET OPENING AND CLOSING HOURS

Article 6: The official recognized opening and closing hours of the interbank market is set from _____ to _____ (Monday to Friday)

Article 7: Market participants should confirm and agree with counterparties regarding opening and closing hours before trading.

Article 8: Market participants should agree with counterparties using specific scenarios regarding order execution when prices fluctuate under reduced liquidity or outside market hours.

CHAPTER 4: VARIOUS TYPES OF INSTRUMENTS TRADED AND SETTLEMENT PROCESS

Article 9: **SPOT FX:** The outstanding trade in Spot FX traded between two participants shall be liable for delivery or settlement to be made on T+2 basis either bilaterally or via Clearing Corporation.

Article 10: **CASH:** The outstanding trade in Cash trades between two participants shall be liable for delivery or settlement to be made on T+0 basis either bilaterally or via Clearing Corporation.

Article 11: **TOM**: The outstanding trade in Cash trades between two participants shall be liable for delivery or settlement to be made on T+1 basis either bilaterally or via Clearing Corporation.

Article 12: **SWAP**: The two legged contract where one leg happens on the agreed date and other leg happens on a future date as agreed under SWAP.

Article 13: **FORWARD**: The one legged contracts to be settled at an agreed forward date.

CHAPTER 5: DETAILS FROM PARTICIPATES FOR TRANSACTION REPORTING

Article 14: Name of the counter party,

Article 15: Traded Quantity,

Article 16: Traded rate

Article 17: Date and time of transaction,

Article 18: Name of the instrument,

Article 19: Order number and Order time,

Article 20: Trade number and Trade time,

Article 21: Type of transaction

CHAPTER 6: PLATFORM CO-ORDINATOR AND ITS RESPONSIBILITIES

Article 22: The Clients shall provide Platform coordinator who in turn will give access to other Participant on Global FX Platform.

Platform coordinator by using <https://my.wles.in> shall be responsible to update the following:

Article 23: Create participants in the system and give them access, also provide them with limits for a particular instrument within which the dealer has to trade.

Article 24: The Platform Coordinator shall upload the email id and mobile number of all the Participants in the system.

Article 25: In case any of the Participant leaves the organization or any new participant is provide the access, it is the responsibility of the Platform Coordinator to update the details of the incoming and outgoing Participants in the system.

Article 26: It is the responsibility of the Platform Coordinator to ensure that all the Participants have read the rule book and shall trade ethically as per the terms of Rule book and Supplementary Agreement.

Article 27: The Platform Coordinator shall be responsible for allocating trading limits to the Participant created by him, as stated in Chapter 7.

Article 28: Platform Coordinator shall be responsible for updating bilateral counter party limit as stated in Chapter 8.

CHAPTER 7: RISK MANAGEMENT AND COMPLIANCE

Article 29: As per the provisions of FX Global Code, the Participants in FX Markets are expected to both promote and to maintain a strong environment of compliance and control, one that effectively:

- Identifies;
- Monitors;
- Measures;
- Manages; and
- Reports

upon the risks associated with their participation in the Foreign Exchange Market.

Article 30: The client through his platform coordinator shall be responsible for setting up risk management on parameter such as order size, order price tolerance, etc.

Article 31: Market participants must construct their internal control system in consideration of the Code and the spirit of this Local Standards. In case inappropriate conduct such as treatments or transactions that unduly lead to potential adverse outcomes for counterparty is found, it must be immediately reported to supervisors, compliance and legal departments.

CHAPTER 8: CONTRACTUAL OBLIGATIONS ON TRANSACTIONS:

ARTICLE 32: BILATERAL LIMITS

The type of settlement of the transaction is bilateral in nature. In case the Parties pre-approves limit between themselves, the said limit will be set up in the system.

However, in case both the Parties give difference limits, the lowest limit shall apply.

CHAPTER 9: GUIDANCE ON CONNECTIVITY ISSUES

Article 33: The Client can be connected to the system via API, Point to point lease line or Internet.

Article 34: Further, in case of any assistance required on Connectivity issues, the Participant needs to contact the below mentioned:

Name: _____

Contact no. _____

Email id: _____

CHAPTER 10: BUSINESS CONTINUITY IN THE EVENT OF A LARGE SCALE DISASTER

Article 35: Market participants should prepare in advance business continuity plans (“BCP”) to be followed in the event of a large-scale disaster. The effectiveness of such BCP should be secured by clarifying the sharing of responsibilities and duties by internal rules and through regular drills.

Article 36: Market participants should understand business continuity plans prepared by settlement system operators and properly position them in the participants’ own BCP.

CHAPTER 11: REPRESENTATIONS AND WARRANTIES

Article 37: Each Party hereby represents, warrants and undertakes the following:

- a. It is duly organized, validly existing and in good standing under the laws of the country of its incorporation and has full power and authority and all material governmental licenses, consents and approvals necessary to carry out its business.
- b. It has the full legal right, power and authority to enter into, execute and deliver this Agreement and to perform the obligations, undertakings and transactions set forth herein, and this Agreement has been duly and validly executed and delivered by such Party and constitutes a legal, valid and binding obligation, enforceable against it in accordance with the terms contained herein.
- c. This Agreement along with the Exhibits constitutes valid and binding obligations on the Parties enforceable in accordance with its terms.

CHAPTER 12: EXCLUSIVE REMEDY

Article 38: Except in case of any failure of the Software (“Global FX”) resulting from an accident, abuse, misapplication or use of the Global FX with incompatible hardware, incompatible operating systems or any other act or omission on the part of the Client, the Client’s exclusive remedy for breach by the Company of the representations and warranties contained herein or otherwise the failure of the Company to correct/rectify the defects errors or bugs in the Global FX shall be, at the Company’s option, either (a) the repair/rectification/correction of Global FX in accordance with mutually agreed terms between the Parties; or (b) a refund of the fee paid for Global FX by the Client to the Company. Subject to the terms of

this Agreement, the foregoing states and constitutes the entire liabilities of the Company towards the Client.

Article 39: The Clients shall not be liable for any loss of data from the server or the workstation utilized by the Client or its Permitted Users, as a consequence of use of Global FX. It shall be the sole responsibility of the Client to ensure proper back up of all data before commencing use of Global FX. In the event the Client does not have appropriate devices for conducting such a back-up, the Client shall acquire all such devices as may be required prior to the execution of this Agreement and shall have completed all such back-up prior to the execution of this Agreement.

CHAPTER 13: PAYMENTS

Article 40: The Client shall pay to the Company, service charges for the right to use the Software (Global FX), as set forth in Exhibit A, as amended by Parties in writing from time to time. Provided that the Company shall be entitled to reasonably increase the service charges after the expiry of a period of One (1) year from the Effective Date upon providing a One (1) month prior written notice to the Client.

Article 41: In case a right or license to use any products or any services other than those mentioned in this Agreement are requested by the Client, the said license and/or right shall be charged separately by the Company at prices mutually decided by the Parties in writing.

Article 42: Unconditional Payment Obligations. All payments required to be made by the Client pursuant to this Agreement shall be payable unconditionally, without any deduction, claim, counterclaim, set-off, notice or demand. All payments due under this Agreement shall be paid in full, directly to Company in accordance with the invoices raised by the Company or to such other party as the Company may designate in writing to Client.

Article 43: The Company shall raise the invoice by end of every month and the Client shall make the payments within Fifteen (15) working days of the date of the invoice. In case of any delay beyond the aforesaid period, interest @ 12% per annum shall be charged from the date on which the invoice was due till the date of actual payment of the invoice.

Article 44: Taxes. The fee set forth in Exhibit A is exclusive of all applicable direct and indirect taxes and the Client shall pay all applicable duties, withholdings and taxes in respect of payments due and payable by the Client to the

Company so that the Company receives the full value of the invoices raised by the Company.

The detail of Fee payable to WLES for GLOBAL FX is annexed herewith as **Exhibit A**.

CHAPTER 14: GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

Article 45: This Agreement shall be governed by and be construed in accordance with the laws of India. Subject to Article 46 below, the courts at Mumbai, India, shall have the exclusive jurisdiction to determine any question, issue, dispute or claim between the Parties including any application to be made under the Arbitration and Conciliation Act, 1996 and the rules framed thereunder as amended and re-enacted from time to time ("Act").

Article 46: If any question, issue, difference or dispute arises between the Parties as to the interpretation of this Agreement or as to the duties or liabilities of either Party hereunder or as to any matter or thing arising out of or under this Agreement, the same shall be referred to and settled by a sole arbitrator to be appointed mutually by Parties. In the event the Parties fail to appoint a sole arbitrator jointly within a period of Thirty (30) days from the date of reference of the dispute to arbitration, each Party shall appoint One (1) arbitrator and the Two (2) arbitrators appointed by each Party shall appoint the presiding arbitrator. The arbitration proceedings shall be conducted at Mumbai, India in accordance with the provisions of the Act and the award so made by the arbitral tribunal shall be final and binding on the Parties.

CHAPTER 15: MISCELLANEOUS

Article 47: This Supplementary agreement along with its Exhibits shall be read in conjunction with the Rule Book and FX Global Code.

Article 48: Notices. All notices, reports, or other correspondence, which may or must be given under this Agreement shall be sent by courier, registered mail, return receipt requested, at the address first mentioned above.

IN WITNESS WHEREOF, each Party has caused this Supplemental Agreement to be executed by its duly authorized representative as of the date first written above.

Client	WHITE LABEL E-SYSTEM PRIVATE LIMITED
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
Witness -1:	Witness-1:
Sign	Sign
Witness-2:	Witness-2:
Sign:	Sign:

Exhibit A

Fee Structure

S. No.	Type of Transaction (Trade per Million Dollar)	Amount in INR
1.	Cash (Trades settled on T+0 basis)	650
2.	Tom (trades settled on T+1 basis)	650
3.	Spot (trades settled on T+2 basis)	650
4.	Forward (trades settled at a pre-defined future date)	650
5.	Short SWAP	100
6.	Long SWAP	500