

Bye Laws

1. Preamble

These By-Laws shall be known as “the By-Laws of Unicoi Digital Capital Exchange.

These By-Laws came in to force and is effective from (“Effective Date”). These Bye Laws shall be read with any Rules, Regulations, guidelines, directions, circulars and clarification issued by Unicoi Digital Capital Exchange (“the Exchange”) and amendments made to the Bye Laws subsequent to the Effective Date.

2. Definitions

In these rules, unless the context otherwise requires:

2.1 “Arbitration” means a process for redressing any disputes in the Exchange under the provision of these Bye Laws.

2.2 ‘Arbitrator’ means an arbitrator appointed by the Exchange from the panel of its arbitrators.

2.3 “Arbitration Tribunal” means a tribunal consisting of a sole arbitrator or two or more arbitrators appointed by the Exchange to adjudicate a reference made to arbitration.

2.4 “Authorized Representative” means the authorized signatory of a Member to represent and act on behalf of that Member before the Exchange.

2.5 “Automated Trading System” (ATS) means the trading system provided online through internet by the Exchange to its Members and Customers to trade in Contracts. ATS shall also be the official communication medium of the Exchange to provide information to its Members and Customers regarding Crypto currencies Contracts, Contract Specification, Details of Trade executed by each Member and Customer , Guidelines, Notifications or Circulars issued by the Exchange. Any communication issued through ATS shall be binding on Members and Customers upon of its issuance. If the context so requires the ATS shall also means and include any other Trading System or Offline Trading facility provided by the Exchange.

2.6 ‘Bank’ or ‘Clearing Bank’ or ‘Payment Gateway’ means any bank or payment gateway designated by the Exchange.

2.7 ‘Board’ means the Board of Directors of the ‘Unicoi Digital Capital Exchange’

2.8 “Books of Accounts” means the records of accounts and related documents to be maintained by a Member or Customer physically, in a computer or in any other electronic form under these Byelaws.

2.9 “Buy Order” means an order to buy a Crypto currency or Contract by meeting the Terms and Conditions of such Contract Specified by the Exchange.

2.10 “Buyer” means a Member or Customer who buys a Crypto currencies or Contract permitted to trade in the Exchange.

2.11 “Broker” or “Broker Member” means a person or entity admitted by the Exchange as a Broker Member to introduce Clients and/or Sub-broker, to facilitate them for the trading in the Exchange, and to play a role in accordance with criteria prescribed by the Exchange.

2.12 “Sub broker” means a person or entity introduced by the Broker Member in accordance with criteria prescribed by the Exchange.

2.13 “By-Laws” means the By-Laws of the Exchange including any modification or alteration made thereof, or any Circulars, Guidelines or Notification issued by the Exchange.

2.14 “Chief Executive Officer” or “(CEO)” means the chief executive officer appointed by the Board of the Exchange, who shall be responsible for the management of the Exchange.

2.15 “Circular Trading” means trading by a Member or a Customer or a group of related Members and/or their Customers with one or more entities of this group entering Buy Orders and on the other side one or more entities of the same group and/or with other unconnected entities in the market entering Sell Orders or vice-versa with an intention to manipulate the Price of a Crypto currency or Contract and/or to create artificial volumes in a Crypto currency or Contract in the Exchange.

2.16 “Clearing and Settlement Department ” means a Department of the Exchange, which is responsible for Clearing and Settlement of Trades, Settlement of Trading Accounts of Customers and Members, keeping Account of Margin Deposits from Members and Customers and maintaining and reporting the Accounts related thereto and managing Bank Account at MTM with the Clearing Banks.

2.17 “Client” means an individual or an entity, who is registered with the Exchange in accordance with the Rules of the Exchange and thereby conferred with the right to trade in the Exchange.

2.18 “Committee” means any committee constituted by the Exchange to perform such functions as the Exchange may determine from time to time, including framing of Rules and Regulations.

2.19 “Conciliator” means a mediator appointed by the Exchange and/or mutually agreed by the parties and approved by the Exchange to mediate any dispute among Members, Customers and/or the Exchange.

2.20 “Contracts” means any type of contracts in instruments of Crypto currencies permitted for Trading in the Exchange.

2.21 “Contract period” means the period at which the contract is available for Trading in the Exchange. Contract Month means the month at which the contract expires.

2.22 ‘Contract Specification’ means the specification and terms and conditions of each Contract prescribed by the Exchange.

2.23 “Customers” means Sub-brokers and/or Clients Registered with the Broker Member of the Exchange.

2.24 “Crypto currency” means a digital or virtual currency permitted for Trading in the Exchange.

2.25 “Daily Price List” means a list published by the Exchange, which contains details of prices and number of contracts traded on a given day in the Exchange and any other relevant information relating thereto.

2.26 “Directors” means the Directors of Unicoi Digital Capital Exchange.

2.27 “Due Date/Contract Expiry Day/Contract Maturity Day” means the date or day on which a specific Contract expires and is no longer available for Trading in the Exchange.

2.28 “Exchange” means Unicoin Digital Capital Exchange and if the context so requires shall mean and include its Board of Directors, Shareholders, Committees, Chief Executive Officer, Management and/or staff of the Exchange, ATS and premise of the Exchange.

2.29 “Initial Margin” means the minimum Margin required from a contracting party to initiate a Position in a Crypto currency or/and Contract.

2.30 ‘Instruments’ means any tradable asset or negotiable item of Crypto currency permitted for trading in the Exchange.

2.31 “Last day of trading Day” means the day on which Trading ceases for a contract, and may also be known as “Expiry Date”.

2.32 “Limit Order Book” means the list of all unexecuted, but valid, Limit Orders to Buy and Limit Orders to Sell maintained as an electronic document on the ATS of the Exchange. Limit Orders to Buy are listed in descending order by price with the highest price listed first. Limit Orders to Sell are listed in ascending order by price with the lowest price listed first. Top five Limit Orders of the Limit Order Book will be displayed in the Market Depth.

2.33 “Limit Order to Buy or Sell” Limit Order to Buy means, the execution price for which the order is matched on the ATS may not be above the price specified in the Order. “Limit Order to Sell” means a Sell Order, the execution price for which the order is matched on the ATS may not be below the price specified in the Order.

2.34 “Long Position” means the outstanding purchase obligations of a Member or a Customer, in respect of his transactions in a contract month, at any given point of time, whose settlement is yet to be effected.

2.35 “Margin” means the minimum amount, prescribed by the Exchange, to enable him to buy or sell or maintain a position in a contract. The term Margin includes, initial margin, additional margin, variable margin or any other type of margin prescribed by the Exchange from time to time.

2.36 “Market” means the platform offered by the Exchange to its Members and Customers to trade in various Contracts, which may be either in the form of an Online Trading System or any other Trading System provided by the Exchange.

2.37 “Market Order” means an order for a Crypto currency or Contract to be bought or sold at the best available price prevailing on the ATS at the time of entry of the order into the Order Book.

2.38 “Member” means registered Members of the Exchange namely Broker Member.

2.39 “Month” means a month reckoned according to the Gregorian calendar.

2.40 “Net Open Position” means the difference in total open long positions and total open short positions held by a Customer or Member in any Crypto currency and/or Contract on a given day or at a given period of time.

2.41 “Order” means an offer to buy or sell a Crypto currency or/and Contract from the Market at a defined price complying with the Terms and Condition of such Crypto currency or/and Contract prescribed by the Exchange and the same is recorded in the Central Order Book.

2.42 “Order Book” or “Central Order Book” means an official record of all orders received and matched in the Market, maintained by the Exchange either in electronic form or manual form.

2.43 "Order Matching System" means the electronic process of auto-matching of all orders received in the ATS of the Exchange through any means: Any buy order is matched against outstanding sell orders with the lowest price until the buy order is completely executed. Any sell order is matched against outstanding buy orders with the highest price until the sell order is completely executed. Every executed order is transferred and reported to the Customer or Member and to the Clearing and Settlement Department of the Exchange.

2.44 "Participants" means a participant of Trade in the Exchange such as Members, Customers, Clearing and Settlement Department or any other person or entity involved or connection with the Trading in the Exchange.

2.45 "Pay-in" means making funds available to the Clearing and Settlement Department by the Members of the Exchange in accordance with the applicable settlement schedule notified by the Exchange.

2.46 "Pay-in Date" means the date and time prescribed by the Clearing and Settlement Department to the Members to perform their obligations by way of payment of funds to the Exchange.

2.47 "Pay-out" means release of funds by the Clearing and Settlement Department to the Member, who is entitled to receive to the extent of and upon their fulfilling their pay-in obligations, in accordance with the schedule prescribed by the Exchange.

2.48 "Pay-out Date" means the date and time prescribed by the Exchange that the Clearing and Settlement Department shall be required to release funds to the respective accounts of the Member.

2.49 "Position" means the outstanding purchase or sell obligation of a member or customer in the Exchange.

2.50 "Prescribed Form or Format" means the form or format prescribed by the Exchange.

2.51 "Publication" means any publication or communication of information by the Exchange or under the authority of the Exchange in a medium or mode prescribed by the Exchange, which includes dissemination of information through the ATS.

2.52 "Quote" means a 'BID' Price or an 'ASK' Price of a Crypto currency or Contract in the Market.

2.53 "Rate" means the price per unit of a Crypto currency or Contract specified in the Contract Specifications.

2.54 "Rules", "Regulations", "Circulars" means any rules, regulations, circulars or set(s) of procedures framed by the Exchange for governing the business, organization and functioning of the Exchange and responsibilities of its Members and its Customers .

2.55 "Sell Order" means an order to sell a Crypto currency or Contract in the ATS by meeting the Terms and Conditions of such Crypto currency or Contract.

2.56 "Seller" means a customer who sells a Crypto currency or Contract in the Exchange.

2.57 "Settlement Day" means the date of full payment and transfer of Crypto currency or expiry of a Contract fixed by the Exchange enabling the Members and Customers to settle their Open Positions.

2.58 "Settlement price" means the Traded Price or Market Price of the Crypto currency or Closing Price of a Contract on any specific Trading Day. The Settlement Price may be the Trade Price or Last Price at which the contract trades that day or it may be the average price at which Contracts Trade in some closing period of Trading (e.g., one minute) as determined by the Exchange. The settlement price each day is the basis for Mark-To-Market Settlement (MTM). On the last day of trading, it shall be termed the Final Settlement (FS).

2.59 "Short Position" means the net outstanding sell obligations of a Member or Customer, in respect of their transactions in Crypto currency or Contract in a contract month at any given point of time.

2.60 "To Match an Order" means an Order to Sell which matches with an Order to Buy, or vice-versa, in terms of Price, Time, Crypto currency or Contract and Quantity, which results in an executed Trade.

2.61 'Trade' means the transaction for Purchase or Sale of a Crypto currency or Contract in the ATS.

2.62 "Trader Workstation" means a computer terminal maintained by a Member or a Customer, which is installed with the Exchange specified and approved software for facilitating online Trading and connectivity to the ATS of the exchange.

2.63 "Trading System" means the ATS or any other electronic or manual systems and networks approved by the Exchange for trading in the various Crypto currencies and/or Contracts in the Exchange.

2.64 "Trading Segment" means the different segments or divisions of Crypto currencies and/or Contracts classified by the Exchange for the purpose of Trading on the ATS.

2.65 "Trading Session" means the time period prescribed by the Exchange for trading in a Crypto currency or Contract.

2.66 "Underlying Instrument" means the instrument with reference of Crypto currency to which Contracts are permitted for trading in the Exchange.

2.67 "Unit of Trading" means the minimum quantity of Crypto currency or Contract that can be purchased or sold, specified by the Exchange in the Contract Specifications.

2.68 "Unit of Quotation" means the BID or Offer Price of a specified quantity of a Crypto currency or Contract notified by the Exchange.

2.69 "Variation Margin" means the difference between the contractual value of a Crypto currency or Contract and the monetary value of the Crypto currency or Contract determined at the Settlement Price.

2.70 "Working day" for the purpose of Trade means a day on which Trading in Crypto currencies and/or Contracts is permitted by the Exchange. For all other purpose it refers to the Official Working day notified by the Exchange.

2.71 Words imparting singular shall include plural and vice-versa. Words imparting masculine gender shall include feminine gender and neutral gender and vice-versa.

3. Power to Frame Rules and Regulations

3.1 Subject to these Bye Laws, the Board may frame Rules and Regulations, or issue Guidelines, Circulars or Notifications as may be required from time to time, with prospective or retrospective effect on any matters concerning the Exchange including norms, procedures, terms and conditions of the following:

- a. Membership in the Exchange including category of Memberships, criteria for admission, the membership fees, deposits, subscription charges, service charges, securities, insurance and capital requirement to be maintained by a Member, approval and rejection of Membership applications, provision for appeal on rejection of membership, procedure and fee for hearing on such appeals, criteria for registration of Clients by a Member and the terms and conditions in relation to the above.
- b. Appointment of Sub-Brokers, and criteria for appointment of Sub-brokers.
- c. Government and regulatory compliance by Members.
- d. Maintenance of Books of Accounts, inspection and audit of Books of Accounts;
- e. Disciplinary procedures including withdrawal of trading facilities, de-activation of ATS, suspension of Membership, declaration as defaulter, termination of membership, administration of penalties and fines, and institution of civil and criminal proceedings.
- f. Conduct of business in the Exchange, Unethical Trade Practices and Code of Conduct to be followed by Members, Customers and Participants of the Exchange.
- g. Dispute settlement, mediation and arbitration;
- h. Appointment of employees, consultants and professionals to the Exchange.
- i. Trading, Clearing and Settlement, including establishment and functioning of the Clearing and Settlement Department , Compliance and Surveillance Department, establishment of Members Security Fund, Settlement Guarantee Fund, Security and Collateral Deposits and Margins, Fines and penalties for non-compliance.
- j. Crypto currencies, Contracts, Contract Specification, execution of Contracts, Period of Contracts, addition of new Crypto currencies or Contracts, termination of existing Crypto currencies or Contracts, procedure incidental or consequential to closing of Crypto currencies or Contracts
- k. Scale of Commission/Brokerage fee for trading, Clearing and Settlement, or any other Fee and Commission payable by the Members, and Customers , or among the Exchange Participants;
- l. Norms relating to working days, holidays and Trading, Clearing and Settlement hours in the Exchange
- m. Conducting Disciplinary enquiry and/or Disciplinary proceedings against Member/(s) by the Exchange in its own motion or on complaints received from any government bodies or from another Member or a Customer or from public as the case may be and to implement any action taken thereof.
- n. Transfer of Membership, criteria for determination of inactive Members, Suspension and Reactivation of Inactive Members.
- o. Opening and maintaining Bank Accounts, types of Bank Accounts, designating Banks, determination of criteria for operation of Bank Accounts, access of Exchange to the Bank Accounts of the Members and transfer of funds from the Accounts of Members to the Exchange and vice versa.

p. Any other matter, in the opinion and discretion of the Exchange which is expedient for the smooth and efficient functioning of the Exchange, from time to time.

3.2 Exchange shall also frame or amend Rules, Norms and Procedure of Trading, Clearing and Settlements, including:

a. allotments of ATS to the Members and approval of the facilities and infrastructure to Members including software and other equipment to be installed at the ATS;

b. provision for training to Members, Clients, Staffs, Brokers and Sub Brokers;

c. determination of Trading sessions and procedure of Trading in such Trading Sessions;

d. determination of Trading quotations and Position Limits;

e. accepting and placing Orders in ATS;

f. determination of Prices for each Instruments to be Traded in the Exchange;

g. the form of Crypto currencies or Contracts, the time, mode, the manner of execution of Crypto currencies or Contracts;

h. determination of Commissions, Transaction Charges and/or Clearing fees, payable by Members, Customers, determination of Fees that may be collected by the Exchange from Members, Customers, or any other persons/institutions connected with the Transactions and distribution of Commissions to Members and Clearing and Settlement Departments;

i. inclusion and Suspension of certain Crypto currencies or Contracts on contingencies determination of due date and penalties;

j. manner of operations, determination of procedures of closing out;

k. determination of various types of Margins, Transaction Funds, Special or Additional Margins and mode of their payment, exemption from payment of Margins, lien on Margin Deposits, penalty for non-fulfillment and/or evasion of Margin requirements, liability of Customers and Members to pay Margins, Member's responsibility to collect Margins from Customers;

l. determination of Settlement Prices; Procedure for Mark to Market;

m. designating and authorizing software and electronic vendors for providing software and other electronic equipment to Members, Clients and Exchange Participants;

n. any other matter, related to the Trading, Clearing and Settlements as may be decided by the Exchange from time to time;

4. Power To Amend Bye-laws And Rules

4.1 Subject to the provisions of these Bye-Laws, the Exchange or the Committee appointed by the Exchange shall have the powers to amend these Bye – Laws and Rules and Regulations framed there-under from time to time, for the efficient functioning and operations of the Exchange. Amendments so made shall be binding on all Members, their customers, Clearing and Settlement Department, all employees, and other Participants of the Exchange.

4.2 The Exchange shall have the power to issue clarifications or directives, as may be required from time to time, to remove any difficulty or ambiguity in construction of any of the provisions of these Byes – Laws and Rules and Regulations framed there under. Such clarification or directives shall be binding on all Participants of the Exchange.

5. Management Of The Exchange

5.1 The Board of the Exchange is responsible for the governance of the Exchange in accordance to these By-Laws and terms of the Articles of Association of the Exchange.

5.2 The Board shall by resolution delegate necessary powers to committees or to a director of the Board, any powers or functions exercisable by it according to these Bye-Laws and the Board shall also have such powers to vary such power given to committees or Director.

5.3 The Board shall have powers to appoint Chief Executive Officer and s/he shall be responsible for the day to day management of the Exchange and the implementation of these Bye-Laws, Rules and Regulations of the Exchange. The Board shall prescribe the powers and duties of the Chief Executive Officer.

5.4 The Exchange shall appoint committees as it deem fit for the proper and efficient functioning of the Exchange and to advice on matters relating to the management and operation of the Exchange. Such Committee may include, Executive Committees, Membership Committee, Disciplinary Committee and Compliance Committee. The Exchange shall prescribe the functions and responsibilities, selection and qualification of Members, powers and procedures of each Committee from time to time.

5.5 The Chief Executive Officer shall appoint employees, staffs, consultants and also determine the procedure for selection and qualification of employees, staffs, consultants, Terms and Conditions of employment, duties and responsibilities of employees in its discretion, as and when required, in accordance with the law.

5.6 The Chief Executive Officer shall have powers to appoint advisors and experts, who have experience in the field of business, law, management or tax to aid and advise the Board. It shall also have powers to determine the criteria for such appointment, remunerations and other facilities to be provided to such advisors and experts.

5.7 The decision of the majority shareholders of the Exchange shall be final and binding in all matters relating to the governance, management and functions of the Exchange.

6. Membership In The Exchange

6.1 The Exchange shall have the right to grant, assign, transfer, revoke or modify Broker Memberships in the Exchange. The Exchange may create other categories as it deem fit for the purpose of efficient functioning of the Exchange.

6.2 Broker Membership: Exchange shall grant exclusive Broker Membership to an individual or an entity. Broker Member shall act as a market facilitator for traders, providing advisory services, keeping their Sub-Brokers and Clients updated and informed about any concerns regarding trading opportunities, handling grievances, thereby, ultimately bridging Clients with the Exchange.

6.3 Broker Member shall be permitted to introduce Clients in the Exchange. Broker Member shall also be responsible and liable for every Trade executed by its Clients in the Exchange. The Broker Member is required to submit and maintain KYC details of Clients before undertaking any trades by them.

6.4 Broker Member shall have right to introduce Sub-Brokers and Clients. They act as a market facilitator to traders, providing advisory services, keeping their Sub-Brokers and Clients updated and informed about any concerns regarding trading opportunities, handling grievances, thereby, ultimately bridging Clients with the Exchange.

6.5 Broker Member shall have the right to appoint Sub-Brokers with prior permission from the Exchange. The Broker Member is required to submit and maintain KYC details of such Sub-Broker to the Exchange before undertaking any trade of Clients introduced by such Brokers. Sub-broker shall not permit the broker to trade on behalf of its clients, without first obtaining the power of attorney from the clients.

6.6 Exchange reserves the right to grant Broker Membership by imposing restrictions, limitations and conditions on the Membership of a Broker Member.

6.7 The Exchange shall prescribe the qualification/eligibility criteria, net-worth requirement, the obligation of a Member, (and if required that of Brokers and Sub-Brokers Fees and other Charges payable in each category of Membership, including the Admission Fee, Membership Fee, Annual Subscription Fee, Processing Fee, Advance Transaction Funds and Margin Requirements.

6.8 The Exchange shall not approve an application for Membership unless the applicant satisfies the qualification, eligibility criteria and payment of Membership fees prescribed by the Exchange from time to time.

6.9 On approval of Application for Membership, the applicant shall be given time to meet the net worth requirements, maintain advance security fund with the Exchange and to pay the Membership Fees, Registration Fees and Other Charges prescribed by the Exchange. If any applicant fails to fulfill the above requirements within the time prescribed, its approval as a Member shall be cancelled and the amount, if any, paid towards Application for Membership shall be forfeited by the Exchange.

6.10 The Exchange shall have the power to grant any concession or waive any Fees or Charges payable by any Member and vary the limits of net worth requirement and the security fund in any category of Membership. Exchange shall also reserve the right to vary the Fees, Capital Requirements and Security Funds based on the location of the place of registration and business of a Member.

6.11 The Exchange shall prescribe the procedure for filing an Application for Membership, processing of an Application, Approval or Rejection of an Application, Publication of Approval, Issuance of Certificate to the Members and the Format of Application for Membership, the Agreement to be signed by the Members in each category of Membership.

6.12 Any applicant, who is declared as insolvent by a Court of Law or by the Government or anywhere else, or any applicant convicted for moral turpitude or a criminal offence shall not be eligible to apply for Membership in the Exchange. If any applicant hides the facts about the ineligibility on above grounds during filing Application and obtains a Membership from the Exchange, and the fact about the ineligibility on above grounds is disclosed at a later stage, the Exchange shall, after conducting an enquiry take necessary action against such Members. The Exchange may also, at its discretion, initiate other legal action against such applicants.

6.13 Change of Category of Membership: The Exchange shall permit change of Membership from one category to the other provided that the Member meets the Requirements, Qualifications, and Payment of Fees and Capital requirements of such other Category of Membership. The Member shall also be liable to pay a Fee for change of Membership prescribed by the Exchange.

6.14 If the Exchange abolishes any category of Membership, such Members shall be given an opportunity to change to any existing category of Membership by meeting the criteria prescribed for such Membership. However, in such event Exchange shall not charge any Fee for change of category of Membership.

6.15 No Members shall be permitted to carry on or involve in similar kind of business as that of the Member and the Exchange without the prior permission of the Exchange. If any of the Members is found violating these criteria shall be terminated forthwith from the Membership and the Exchange shall forfeit its deposits with the Exchange.

7. Sub Brokers

7.1 Exchange shall permit the appointment of Sub- Brokers by the Broker Members with prior permission of the Exchange.

7.2 Sub-Broker shall register and obtain registration from Exchange. Unless obtained a registration from the Exchange, a Sub-Broker won't be permitted to deal for a client.

7.3 Registration Procedure and Fee shall be prescribed by the Exchange from time to time and it will be mandatory to be followed for registration of Sub-Brokers.

7.4 The Exchange may, at its own discretion after assigning reasons, cancel the registration of any Sub-Broker of a Broker Member for failure to comply with any directions of the Exchange. However, the concerned Broker Member shall continue to be liable for acts of Commission and/or Omission prior to cancellation of registration and/or loss/damage consequent to the cancellation. The Exchange shall have the power to prescribe the different levels of usage of the ATS by Members and Sub Brokers and prescribe norms for such usage. The Exchange may provide training and issue necessary certificates to Sub-Brokers. Sub-Brokers shall pay the necessary Fee to the Exchange towards cost of training. The Exchange may also assign the responsibility of such training to a competent institution.

8. Fees, Insurance And Bank Accounts

8.1 Exchange shall prescribe the amount and manner of payment of Fee, Commission and Brokerage for Trading in the Exchange.

8.2 Exchange shall prescribe the Norms and Procedures of Insurance to be taken by each Member at its own cost in order to protect them from the risks and hazards arising from their business operations at the Exchange.

8.3 If a Member fails to pay the Fees within the time limit prescribed by the Exchange, including any extension granted by the Exchange shall be adjudged as a defaulter and shall be subject to disciplinary actions.

8.4 Exchange shall prescribe the types and number of Bank Accounts to be maintained by each Member and its manner of operation, from time to time, for the protection and safeguarding the interest of its Customers. The Exchange shall also notify the names of Banks approved by the Exchange through which a Member shall be permitted to operate its Trade with the Exchange.

8.5 Every Members shall strictly follow the instructions of the Exchange and its Clearing and Settlement Department in respect of operation of Bank Accounts, maintaining of Minimum Balance, Segregation of Customers' Fund and own fund prescribed by the Exchange. They shall also submit an irrevocable undertaking in writing enabling the Exchange or its Clearing and Settlement Department to access and operate the Bank Accounts including debiting and crediting the account electronically. They shall also be required to maintain such accounts adequately funded as prescribed by the Exchange, so as to enable the Exchange to recover its dues by debiting their respective Bank Accounts. The Exchange shall penalize any Member for failing to maintain the Minimum Balance prescribed in each Bank Account.

8.6 The Members and its Customers shall also comply with the laws of Anti-Money Laundering, with respect to all their monetary transactions with the Exchange, between Members, Members and Customers, and Members and other Participants. If Exchange finds any instance or any attempt to commit Money Laundering, it reserves the right to report the matter to the concerned Government Authorities without issuing any prior notice to such Members or Customers.

9. Trading In The Exchange

9.1 The Bye-Laws and Rules of the Exchange shall govern the Trading, Clearing and Settlement in the Exchange. The Exchange shall issue Circulars or Notifications from time to time explaining various Norms and Procedures prescribing the conduct of Trades in the Exchange, which shall be binding on Members, Customers and other Participants of Trading in the Exchange.

9.2 The Exchange or a Committee appointed by the Exchange shall determine the Cryptocurrencies and/or Contracts to be trade in the Exchange and its specifications. The Exchange may also modify or vary the Contract Specifications as and when required.

9.3 Members or Clients may only Trade in Contracts available for Trading in the ATS, in the manner provided by the Exchange.

9.4 Each Member, while placing an Order in the ATS, shall specify his Member Identification Code and, if the Order is for its Clients, the Client Account Number, with the Order.

9.5 Each Member shall register their Clients, and/or Sub-Brokers in the manner prescribed by the Exchange. No Customers shall be permitted to Trade in the ATS without obtaining prior approval from the Exchange.

9.6 Every Crypto currencies or Contract permitted for Trading in the Exchange shall be Cleared, Registered and Settled by the Clearing and Settlement Department of the Exchange.

9.7 Every Crypto currencies or Contract executed in the Exchange shall be recorded in the ATS. If required, a Crypto currencies or Contract note shall be made available to the Members or to the Clients in a format prescribed by the Exchange for each Transaction executed by them.

9.8 The Exchange may specify or vary the Margins, Quantity, etc for each Crypto currencies or Contract Traded in the Exchange,

9.9 Exchange shall prescribe Margin Deposits and Variation Margins for their respective Outstanding Transactions to remain valid.

9.10 Every Member and Client shall deposit the prescribed Margin with the Exchange prior to commencing any Trading in the Exchange. No trade shall be processed without sufficient Margin in the Accounts.

9.11 The Exchange shall determine the commencement and expiration date of each Crypto currencies or Contract and its Specification and shall publish the same in advance. Exchange shall also have the right to modify or amend the Specification of a Crypto currencies or Contract.

9.12 Rates and/or Prices for the Crypto currencies or Contracts shall be quoted in accordance to the Specification prescribed by the Exchange.

9.13 The Exchange shall Determine, Specify and Modify the Position Limits with respect to the Crypto currencies and/or Contracts. Such Position Limits could differ from Members to Members or Clients to Clients subject to the categories; and exceptions may be provided by the Exchange. The Exchange shall also Determine, Specify and Modify the Price Limits with respect to each Crypto currencies or Contract. Such Price Limits may include Floor and Ceiling Prices for one day or for a specific period.

9.14 The Exchange shall have the right to specify and charge Trading Fee, Clearing Fee or any other Fee from the Member of the Exchange. The Exchange may also specify the Maximum and Minimum level of such fees that may be charged by a Member from its Customers.

9.15 All Outstanding Contracts not settled on the due date shall be closed at the Due Date Rate as fixed by the Exchange.

9.16 Member shall execute a Crypto currencies or Contracts in the ATS only by following the Terms and Conditions prescribed by the Exchange.

9.17 Any Crypto currencies or Contract executed either before the commencement of or after the close of a Trading Session shall be invalid and not enforceable.

9.18 Members shall have separate records of their own Account Transactions and their registered Clients. Members shall preserve these records for a period of three years as an evidence and for production, whenever required by the Exchange.

9.19 Any Member who infringes or attempts to infringe or who assists in any infringement or attempted infringement of these Bye-Laws shall be liable to Suspension and/or Expulsion from Membership or any other action that the Exchange may prescribe considering the facts and circumstances of such infringement.

9.20 The event of the death of any party to any Crypto currencies or Contract Traded on the Exchange shall not discharge the legal representatives of the deceased from fulfilling the obligations and shall not in any way affect the right of any other party to legal representatives of the deceased to refer any dispute or differences to Arbitration under these Bye- Laws, Rules and Regulations and, in such event, the right to refer any dispute or differences to Arbitration shall be exercised by or against the legal representative of the deceased.

9.21 The Exchange shall determine the Trading Days, Trading Hours and Holidays of the Exchange, from time to time.

9.22 The Exchange has the right to Close the Trading in any one or more, or all of the Crypto currencies and Contracts, if it considers that Crypto currencies and/or Contract or its price is inappropriate or not in the best interest of the Participants, who take part in Exchange Trading.

9.23 The Exchange shall keep and manage an official website www.unicoindcx.com and it shall be used as a medium to publish all official information relating to the Exchange's business and other financial news, subject to the limitations of publication of information through a website.

9.24 The Exchange shall issue a daily list of Opening and Closing Prices of each Crypto currency or Contract Traded on the Exchange. Such list shall be published or provided in such media, as may be decided by the Exchange, or shall be made available in the official website of the Exchange

9.25 Prices of both Crypto currencies and Contracts Traded on the ATS shall be recorded by the Clearing and Settlement Department in the manner prescribed by the Exchange.

9.26 The Exchange shall convey all official information to its Members via email to the Member's registered email with the Exchange. All such directions contained in such mails shall be binding on all Members.

9.27 No Member of the Exchange shall engage in any business, which may be detrimental to the interest of the Exchange. Such involvement by a Member, if proved to be detrimental to the interest of the Exchange, shall make a Member liable for disciplinary action.

9.28 The Exchange shall have the right to inspect the Books of Accounts, Computer Software and Hardware used by a Member for accessing the ATS.

10. Use Of Technology

10.1 The Exchange shall determine the necessary Norms and Requirements relating to the use of technology by the Exchange, Members, Customers and Participants which include Software, Hardware, Network, Internet Service Provider, Virtual Private Network, with a view to provide safety, security and integrity of the ATS or Trading system of the Exchange.

10.2 Exchange shall have the power to authorize vendors for supply, installation and maintenance of ATS, other software, computer system, networks and other equipment required for accessing the ATS or Trading system of the Exchange.

10.3 The Exchange, Members and their Customers, shall only be permitted to use the services of those designated vendors for installation and maintenance of software, hardware, network or any other system required for trading in the Exchange. If any Member or Customer uses any software or hardware or services of any other vendor to access ATS other than the software and hardware prescribed by the Exchange, the membership of such Member, and his trading privileges, will be terminated.

10.4 Any Member or Customer who use the service of a designated software vendor for trading in the ATS shall pay the necessary service fee to such designated vendor or the Exchange, as may be prescribed by the Exchange.

11. Automated Online Trading System

11.1 The Exchange shall provide an Automated Online Trading System (ATS), or any other trading system, to the Members and Customers to access and carry out trading in Crypto currencies and/or Contracts available for trading in the ATS by the Exchange.

11.2 The Exchange shall specify the infrastructure required for the Members and Customers to establish connectivity with the ATS or Trading Systems of the Exchange.

11.3 The Exchange shall prescribe the specifications/descriptions of hardware, software, bandwidth, equipment and the specifications of technology by a Member and Customers and carry out inspections, if required, thereof from time to time.

11.4 Every Member shall be given access to the ATS for trading in the Exchange.

11.5 Every Customer shall be provided with an Online Platform for trading in the ATS of the Exchange.

11.6 Members, Clearing and Settlement Department, Customers and Exchange Participants shall use only the ATS, networks, software, internet leased line or V-Sat connectivity approved by Exchange. The Exchange prohibits use of any unauthorized or pirated software and operating systems by a Member on any of its equipment.

11.7 A Member declared as a defaulter or any Member or person associated with a Member, whose presence may be detrimental to the interest of the Exchange, then such Member shall not be permitted to Trade in the Exchange or use the premise of a Member for trading purpose.

11.8 Exchange and its Clearing and Settlement Department shall only have the administrative right to operate the ATS for the purpose of monitoring the automatic Clearing and Settlement of Trades.

12. Operational Parameters For Trading

12.1 The Exchange prescribes Rules and Regulations, the operational parameters regarding transactions in Crypto currencies or Contracts Traded on the ATS or any other Trading System including the determination of functional details of the ATS, limits on Trading and Open Positions, Mark-To-Market losses, Exposure, Concentration and on the spread between BID and ASK (offer) Rates, Trading Units, Quotation Base Value, Position Limits, Exposure Limits, Tick Sizes, Alert Generation Level and Systems, Types of Crypto currencies or Contracts and Trades, Specifications of different Order Books, types of Orders, Order Conditions and other details related to Orders and Trades, Maintenance of recording of transactions.

12.2 The facilities and information provided in the ATS are exclusive for Customers and Members; Members and their Customers shall not be permitted to use, publish, supply, reprocess, retransmit, store or make available to any other person the information and facilities of the ATS without the prior permission of the Exchange.

13. Loss Of Access To Ats

In the event of Suspension of Membership, De-activation of connectivity to ATS , failure or malfunctioning of a Member's ATS and/or loss of access to the ATS, or any other similar situation the Exchange deem it necessary, the Exchange may, at its discretion and without any guarantee, undertake on behalf of the Member and its Customers, to close-out the Outstanding Transactions of the Member on a valid request received from such Member, subject to such terms and conditions as the Exchange may impose, from time to time at the sole risk of such Member . If the Member fails to give a valid request, then the Exchange shall close such Outstanding Transactions without any prior notice to the Member and for such closure and its results, the Exchange shall not be liable for any loss, if any, caused to such Member and its Customers.

14. Contingency on Ats

14.1 To facilitate the Members to carry on Trading in the event of a failure of ATS owing to failure of internet link, the Exchange shall provide Offline Trading facility as emergency Order handling support, provided that no liability can be attached to the Exchange in case of failure of the system due to non-provision of contingency Offline facility, even if it results into loss to the Members of the Exchange.

14.2 Without prejudice to anything contained in the provisions above, such failure or malfunctioning of ATS or loss of access to the ATS or any failure of contingency Offline facility shall not reduce, alter or affect the liability of a Member or the Customers in respect of any Trades, already executed by any Member or Customer.

15. Trade Management

15.1 The Exchange shall have the power to set Conditions and Procedures to be followed by a Member for Entering, Amending or Canceling Orders on the ATS. Such Conditions shall be as specified in the relevant Rules and Regulations of the Exchange, which may, inter alia, specify details to be entered compulsorily from an approved ATS at the time of Order Entry, such as, Client Code, Type of Order, Symbol or Code of Crypto currency or Contract.

15.2 Every Member and Customer shall Enter, Amend or Cancel Orders on the ATS in accordance with the Rules of the Exchange. Every Member shall maintain, in its records, the details of Orders received from its Customer or Modifications made thereof in accordance in the manner prescribed by the Exchange.

15.3 A Member shall be accountable for all of its Trades and Trades done by its Clients and Sub-Brokers.

15.4 Any Cancellation or Withdrawal of the Trades made by a Client shall be final and binding on that Member. The Member shall be held accountable for Selling Crypto currency bought or Closing out Contracts opened by itself or on behalf of its Clients. The Member shall indemnify the Exchange against any loss or liability arising out of or incidental to such Selling of Crypto currencies or Closing-out of Contracts.

15.5 The Exchange shall specify the procedures to be applied for Matching Orders on the ATS or Trading System. Unless specified, the Orders shall be matched on Price-Time priority basis.

15.6 Orders placed in the ATS shall be subject to such Validation to Available Margin, Quantity, Price, Value etc., under the rules, By-Laws and Regulations of Exchange.

15.7 An Order to Buy or Sell will become a matched transaction and cleared when it is matched in the ATS or Trading System unless the Clearing and Settlement Department found that to be invalid for not complying with the Margin Requirement and other Terms and Conditions of such Crypto currencies or Contracts.

15.8 All Open Positions on the Exchange shall be Marked-To-Market (MTM), at the Settlement Price, by the Clearing and Settlement Department, at the end of a Trading day or at such intervals specified by the Exchange. The Exchange shall have the right to affect Marked-To-Market more than once during the course of a working day, if it is deemed necessary because of market risk or other relevant parameters.

15.9 Every Position shall have a Settlement at the end of each Trading day, unless it is declared otherwise by the Exchange. The Exchange shall publish a Daily Settlement Price in the ATS for each Instrument. The Settlement Price shall be determined by the Exchange based on the Prices Traded or Quoted during the closing range of that Instrument.

15.10 All Positions Outstanding at the end of the last trading day of the Contract Period of the maturing Contract shall be Closed-out by the Clearing and Settlement Department at the due date rate fixed by the Exchange.

15.11 If the Exchange, on its own motion, found that any Crypto currencies or Contracts executed on the ATS or Trading System have been done so in a fraudulent manner and/or with an intention to defraud the Exchange, or found to be detrimental to the interest of the Exchange, the Exchange shall cancel such Trades and take action to recover the loss, if any, sustained by the Exchange and/or any Member or Customer and shall initiate disciplinary action against such Members or Customers involved in such unacceptable and unethical trade practices.

16. Margins

16.1 Exchange shall determine requirements of Margin Deposits for all Contract, their variances and manner of payment from time to time. Such Margin requirements may vary based on the Crypto currencies and Contracts and if the need arises due to volatility or other factors, Exchange may also introduce Variable Margin or increased margin in the interest of the Clients and Exchange Participants.

16.2 The Exchange may prescribe Additional or Special Margins for any Crypto currency or Contract. The Exchange has the right to effect upward or downward revisions in the Margin for each Crypto currency or Contract and such revisions may be effected with prior short notice in order to protect the interests of the Trading Participants.

16.3 Exchange on its own discretion may formulate and prescribe a Margin Rule Book and Rules contained in such Rule Book shall be binding on all Members, Customers and Participants of Trading in the Exchange

16.4 Every Member and Customers shall deposit the appropriate Margin amount with the Exchange against the aggregate Open Positions.

16.5 Every Members of the Exchange executing transactions on behalf of Clients shall collect from the Clients or Sub-Brokers as the case may be, the Margins specified from time to time, against their Open Positions within such time as may be prescribed by the Exchange.

16.6 Accounts of all Members and Customer shall be Marked-To-Market daily by the Clearing and Settlement Department and, accordingly, all Members and Customer shall be directed to make up any shortfall in Margins as prescribed by the Clearing and Settlement Department. Failure to make up such Margin by Members and/or Customer within the specified time frame may lead to the closure of Open Positions, Deactivation or Suspension of Trading Terminals, and Declaration as a defaulter by the Exchange.

16.7 Members and Customers shall Deposit Advance Transaction Fund, Initial Margin and/or Variation Margin in Demand Draft/Cheque or through Electronic Transfer or any other mode allowed by the Exchange with the Exchange in the manner prescribed by the Exchange.

16.8 The Funds contained with the Exchange of Members shall be utilized by the Exchange for settling the dues of the Member and/or Customers upon Mark-To-Market or for fulfilling the obligations resulting from their Open Positions.

16.9 The Exchange may specify the type/quantum of Margin and the applicability of the same from time to time. Such Margin may vary from Instruments to Instruments.

16.10 The Exchange shall Close-out an Open Position of a Members and/or Client when the call for further margin or any other payment due is not paid by the Members and/or Clients;

16.11 The Clearing and Settlement Department may close out the Open Positions of a Member, when the call for further Margin or any other payment due is not complied with by the Member.

17. Clearing and Settlement Department

17.1 Clearing and Settlement of all Trades on various Contracts in the exchange shall be a transparent process and such process shall be managed by Clearing and Settlement Department, a separate Department and Division of the Exchange. Clearing and Settlement Department shall be responsible to formulate Policies and to monitor all activities relating to Clearing and Settlement of the Trade.

17.2 The Exchange shall also formulate separate Rules and Procedures with respect to the Clearing and Settlement Department, including the functioning of the Clearing and Settlement Department. The Clearing and Settlement Department shall be made liable to accept and abide by all Bye-Laws, Rules, Notifications and Circulations wherever they may apply to the Clearing and Settlement Department.

17.3 The Clearing and Settlement Department of the Exchange shall be responsible for ensuring proper management of Trading Accounts, Maintaining Margins of Members and Customers.

17.4 For the purpose of Clearing and Settlement of Trades, Members shall maintain sufficient liquidity with Clearing and Settlement Department as prescribed by the Exchange and the Clearing and Settlement Department.

17.5 A Clearing and Settlement Department may at its discretion discontinue Clearing or Settling services after Closing-out the Outstanding Contracts of Member. Clearing and Settlement Department shall communicate the reasons for discontinuing the services in writing to the Member and also to the Exchange;

17.6 The Exchange shall not guarantee and be liable for the Financial Obligations of any Member to its Customers.

17.7 Every Member shall be fully responsible for all his commitments to the Exchange and Customers irrespective of whether one or more Customers with whom he has dealings have defaulted. Default of any one or more Customer shall not affect the rights of other Customer with whom the Member has dealings;

17.8 The Clearing and Settlement Department shall have the responsibility of receiving and maintaining Margin payments, monitoring Open Positions and Margins, and transmission of documents and payments amongst the Members of the Exchange.

18. Clearing And Settlement

18.1 Once a Crypto currencies or Contract is matched and Marked-To-Market by the Clearing and Settlement Department, the Member shall be substituted as counter party for all net financial liabilities of the Members and Customer.

18.2 A Member shall be liable for its Outstanding Transactions until Liquidated or Offset.

18.3 All Transactions in Crypto currencies or Contracts Traded on the Exchange shall be subject to Marked-To-Market and Settlement through the Clearing and Settlement Department, at intervals specified by the Exchange, except on holidays when there is no Trading and Clearing. The Exchange shall have the right to affect Marked-To-Market and Settlements through the Clearing and Settlement Department more than once during the course of a Working Day, if deemed fit on Account of the Market Risk and other Parameters; and Settlement of differences due on Outstanding Transactions shall be made by the Clearing and Settlement Department.

18.4 Each Trading Day shall be a Settlement Day, unless it is declared otherwise by the Exchange at its discretion. There shall be a daily Settlement Price in respect of each Crypto currencies or Contract, and it shall be determined by the Exchange.

18.5 All Transactions, after a Mark-To-Market and Settlement, Cleared by the Clearing and Settlement Department shall be included in the succeeding Marked-To-Market Settlement.

18.6 In case of Crypto currencies and/or Contracts coming under Settlement for the first time, the procedures of Settlement Price shall be decided by Exchange.

18.7 All Crypto currencies and/or Contracts Outstanding at the end of Maturity Date, as specified by the Exchange, shall be Closed-out by the Clearing and Settlement Department of the Exchange at the Due-Date-Rate as fixed by the Clearing and Settlement Department of the Exchange.

19. Closing-out

Every Member shall be liable to Close all Open Positions kept by its Customers on or before the Maturity Date specified by the Exchange for every Crypto currency or Contract traded on the Exchange. If a Member fails to Close any Open Positions on the Maturity date, the Exchange shall effect the Closure of such Open Positions on such Maturity Date and such Members shall be liable to bear all and every loss sustained by any or all Participants in such an event. Every Member shall indemnify the Exchange and any other Participant against any loss or cost arising out of or incidental to such close out of transactions by the Exchange either directly or indirectly to such Member.

20. Reports And Books Of Accounts

20.1 In respect of all Trades done by the Members of the Exchange, the Clearing and Settlement Department electronically forward reports to the respective Members, including Settlement Obligations relating thereto. All such reports and Obligations shall be binding on the Members of the Exchange unless disputed within three days from the date of its issue.

20.2 The Members of the Exchange shall provide the Exchange with such reports that the Exchange may seek from the Members from time to time. Details to be provided in such report shall be prescribed by the Exchange by Notifications from time to time.

20.3 A Member shall notify the Exchange of any incident, which may endanger its financial strength or interfere with the Member's ability to conduct its business in the best interests of the Exchange.

20.4 All Members of the Exchange shall be required to maintain such Books of Accounts, Registers, Statements and other Records, in physical form or electronically, as may be specified by the Exchange. All such Documents and Records shall be kept in good order and preserved at least for such period, as may be specified by the Exchange and/or under law of the land. All such Documents and Records shall be made available to the Exchange for Inspection, whenever required.

20.5 Member shall submit itself to audit and investigation and furnish all books, records, files and such other information as required upon the direction of the Exchange. The audit and investigation shall be restricted to the affairs of the Members as providers of Trading and/or Clearing and Settlement Services to their Customers. (a) Every Member shall submit a certificate showing its net worth in the prescribed form certified by a qualified auditor once in every year. (b) Certificate showing net worth for each year shall be submitted within 3 months after completion of the corresponding year. (c) Notwithstanding clause 5 (a) and 5 (b) above, Exchange reserves the right to direct any Member to submit either audited or unaudited net worth certificate as and when required by the Exchange. If any such direction is issued, member shall submit the net worth certificate as per the direction of the Exchange. (d) Non submission of net worth certificates by a member shall be a violation of bye law and it shall invoke a fine of USD 25 per day until it's submitted finally to the Exchange. (e) Such fine shall be recovered by the Exchange from the Member from his available deposits with the Exchange. Maximum fine which can be recovered from a Member under this head shall not exceed USD 750 for a single violation. Continuous non submission of net worth certificates for 2 consecutive year shall be a violation which shall make the Member liable for Suspension from Membership. (f) A Member shall be liable to submit net worth certificates even if he is under Suspension by the Exchange.

20.6 In case of any dispute or difference of opinion originating from or pertaining to Orders or Trades due to a mismatch between the Member's report and the Exchange's report, the report of the Exchange shall be final, conclusive and binding on the Members.

21. Advance Transaction Fund

21.1 The Exchange prescribes Norms, Procedures, Terms and Conditions of Advance Transaction Fund to be collected from the Members.

21.2 Each Member shall be required to contribute to and provide a minimum security amount, as may be determined by the Exchange, to the Advance Transaction Fund. The Advance Transaction Fund shall be held by the Exchange. The money in the Advance Transaction Fund shall be applied in the manner, as may be provided in these Bye-Laws, Rules and Regulations of the Exchange and Circulars and Guidelines.

21.3 Unless otherwise specified by the Exchange, Exchange shall compute the amount of minimum security to be deposited based on the approved turn over limit (in value) of each Member. Approved turn over limit is the maximum turn over limit approved by the Exchange for a Member for any given period of time. This includes Members own turn over as well as a sum of his Customers turnover. In case if the Member reaches his approved limit he shall request with the Exchange for increasing such maximum limit. Based on the request Exchange shall review the Terms and shall consider for such increase. At any given circumstances Exchange reserves the right to increase such limit.

21.4 The amount deposited by any Member towards the Advance Transaction Fund shall be refundable, subject to such Terms and Conditions as specified by the Exchange.

21.5 The Exchange, in its discretion, shall decide mode/forms of Deposits, Replacement and Withdrawal procedures of Advance Transaction fund.

21.6 The Advance Transaction Fund may be utilized for such purposes, as may be provided by the Exchange from time to time, which may include:

- a. to meet the Margin requirements of the Members;
- b. to meet shortfalls and deficiencies arising out of the Clearing and Settlement obligations of Members in respect of such Transactions, as may be provided in these Bye-Laws, Rules and Regulations of the Exchange; and
- c. to meet any loss or liability of the Exchange arising out of Clearing and Settlement operations of such Transactions, as may be provided in these By-Laws, Rules and Regulations of the Exchange.

21.7 Whenever a Member fails to meet his settlement obligations to the Exchange arising out of his Trading and/or Clearing and Settlement operations in respect of its Transactions, as may be provided in these Bye-Laws, Rules and Regulations of the Exchange, the Exchange may utilize the Advance Transaction Fund and other moneys lying to the credit of the said Member to the extent necessary to fulfill his obligations under such Terms and Conditions, as the Exchange specifies.

21.8 Whenever a Member fails to meet his settlement obligations to the Exchange arising out of the Transactions, as may be provided in these Bye-Laws, Rules and Regulations of the Exchange, or whenever a Member is declared a defaulter, the Exchange shall utilize the Advance Transaction Fund and Norms and Procedures relating to such utilization shall be decided by Exchange.

21.9 If the cumulative amount under all the above heads is not sufficient, the balance obligations shall be assessed against all the Members in the same proportion as their total Contribution and Deposit towards Security Deposit, and the Members shall be required to Contribute or Deposit the deficient amount in the Advance Transaction Fund within such time, as the Exchange specifies in this behalf from time to time.

21.10 If a pro-rata charge is made as mentioned in Bye-Law against a Member's actual Contribution or Deposit, and as a consequence, the Members remaining Contribution towards the Advance Transaction Fund falls below his required Contribution, the Member shall contribute towards the shortfall in the Advance Transaction Fund within such time as the Exchange specifies.

21.11 Where any Member, who is required to contribute fails to do so, as specified by the Exchange. The Exchange shall declare such Member as a defaulter and shall take appropriate action as it deems fit.

21.12 Each Member's Contribution and Deposit towards the Advance Transaction Fund shall be allocated by the Exchange among the various segments of Trading or Clearing, which are designated as such by the Exchange and in which the Member may participate, in such proportion as the Exchange decides. The Exchange shall retain the right to utilize the Fund allocated to a particular segment of Trading to match the losses or liabilities, incidental to the operation of that segment or for any other segment, as may be decided by the Exchange at its discretion.

21.13 The liability of the Exchange resulting from the deemed contracts of Member with the Exchange and to losses in connection there from shall be limited to the extent of Contributions made to the Advance Transaction Fund. No further liability shall arise to Exchange.

22. Settlement Guarantee Fund

22.1 The Exchange or the Clearing Corporation shall maintain Settlement Guarantee Fund(s), either separately or jointly, in respect of different clearing segment(s) for such purposes, as may be prescribed by the Exchange from time to time.

22.2 The Exchange may prescribe from time to time the Norms, Procedures, Terms and Conditions governing each Settlement Guarantee Fund which may, inter-alia, specify the amount of Deposit or Contribution to be made by each Member to the relevant Settlement Guarantee Fund, the terms, manner and mode of Deposit or Contributions, conditions of repayment of Deposit or Withdrawal of contribution from the Settlement Guarantee Fund, Charges for Utilization, Penalties and Disciplinary actions for non-performance thereof.

22.3 Member shall be required to contribute to and provide a Deposit, as may be determined by the Exchange from time to time, to the relevant Settlement Guarantee Fund. The Settlement Guarantee Fund shall be held by the Exchange. The money in the Settlement Guarantee Fund shall be applied in the manner, as may be prescribed by the Exchange from time to time.

22.4 The Exchange may specify the amount of Contribution or Deposit to be made by each Member and/or category of Members which may, inter alia, include the minimum amount to be provided by each Member towards Settlement Guarantee Fund from time to time to form part of the Settlement Guarantee Fund.

22.5 The Settlement Guarantee Fund may be utilized for such purposes, as may be provided in these Bye-Laws and Rules and subject to such conditions as the Exchange may prescribe from time to time, which may include:

- a. temporary application of Settlement Guarantee Fund to meet shortfalls and deficiencies arising out of the Clearing and Settlement obligations the Transactions.
- b. meeting any loss or liability of the Exchange arising out of Clearing and Settlement operations of such Transactions
- c. any other purpose, as may be specified by the Exchange, from time to time.

22.6 Whenever a Member fails to meet his Settlement Obligations to the Clearing Department of the Exchange arising out of his transactions, the Exchange may utilize the Settlement Guarantee Fund and other moneys lying to the credit of the Member to the extent necessary to fulfill his obligations under such Terms and Conditions, as the Exchange may specify from time to time.

22.7 The liability of the Exchange resulting from the deemed contracts of Members with the Exchange and to losses in connection therefrom shall be limited to the extent of Contributions made to the Settlement Guarantee Fund. The Settlement Guarantee Fund of the Exchange shall not be available for obligations of a Member to another Member of the Exchange towards Transactions to which the Exchange is not a counter party or where the Exchange withdraws as a counter party on Account of fraud or fraudulent Transactions as provided in the relevant Bye-laws and Rules from time to time or obligations to a Sub-broker or a Client by a Member, and to losses arising there from or in connection therewith or incidental thereto.

22.8 Any contribution made to the Settlement Guarantee Fund is nonrefundable to the Member and shall be forfeited by the Exchange upon the Termination or Cancellation of Membership by the Member. The amount so forfeited shall be used by the Exchange for any of the purpose mentioned above.

23. Clearing Limits

23.1 The Exchange may specify the limits of Open Positions applicable to the Members of the Exchange based on the amount Deposited towards the Advance Transaction Fund/Margin Fund or any other Fund established by the Exchange.

23.2 The Exchange may specify different Clearing Limits for different Instruments. Members may make Additional Deposits to the Advance Transaction Fund/Margin Fund or to Other Fund/s specified by the Exchange.

23.3 The aggregate monetary value of Crypto currencies and Contracts shall be determined on the basis of (i) the Net Open Positions in each of the Crypto currencies or Contracts of a Member (ii) the respective Settlement Prices or Market Price.

24. Code of Conduct

24.1 Every Member of the Exchange shall act in a manner to the best interest of the Exchange and to protect and safeguard the interests of its Customers Trading in the Exchange. A Member shall be subject to Disciplinary Proceedings if it is in violation of such good business practices including acting in a manner detrimental to the interest of the Exchange, any misconduct in dealing with or in relation to Transactions on the Exchange or any violation of disobedience of the By-Laws, Rules and Regulations of the Exchange.

24.2 Exchange shall prescribe Rules and issue Guidelines, as required from time to time, regarding the Code of Conduct to be maintained by every Member of the Exchange.

24.3 The Exchange may, at its discretion, conduct the surveillance, investigation and any other Market related activities, either by itself or by duly empowered entity or even through outsourcing.

25. Disciplinary Actions

25.1 If the Exchange has reasonable ground to believe that the Transactions in the Exchange by a Member and/or Customers are being conducted in a manner detrimental to the Investors or Trading Market or any Member or person associated with the Trade with the Exchange has violated the Code of Conduct or any of the provisions of the Bye-Laws, Rules and Regulations of the Exchange, it shall at any time direct the Disciplinary Committee to investigate the affairs and business of such Member or Customer and submit a report thereon to the Exchange.

25.2 The Exchange shall give an opportunity for giving explanation and also an opportunity for personal hearing to such Members in the manner prescribed by the Exchange before taking any Disciplinary Action against such Member on any such report by such Committee.

25.3 Any Order passed by the Exchange in such Disciplinary Proceeding shall be binding on such Members. The Exchange may impose fine, suspend or terminate such Members considering the nature of the violation.

25.4 The Exchange shall prescribe Norms and Procedure for Investigation and procedure for hearing.

26. Suspension

26.1 Exchange shall have the right to suspend the Membership and de-activate ATS of the Member for the following reasons:

- a. non-compliance with the By-Laws, Rules, Code of Conduct and / or Regulation of the Exchange;
 - b. non-compliance with the payment of dues and other fees prescribed by the Exchange within the time limit, unless the Exchange grants an extension of time for payment;
 - c. the insolvency of a Member;
 - d. a Member fails to comply with an Arbitration award made against him from the Exchange;
- or
- e. any other legally appropriate reason, which the Exchange may consider appropriate for suspending the Member,
 - f. Any written direction from a Court of Law or from the Government.

26.2 A Member shall also be suspended by the Exchange if he/it fails to meet the capital/net worth requirements prescribed by the Exchange, or if the Member's financial condition is such that its continued operation would jeopardize the integrity of the Exchange.

26.3 A suspended Member may be granted a hearing before the Disciplinary Committee on receiving a request from such Member within 30 days from the date of Suspension.

26.4 On Suspension of a Membership, a Member's right of Trading in the Exchange shall be ceased for the period of duration of Suspension of the Membership.

26.5 No Suspension shall take away the Member's Liability or Obligation to comply with any direction given or condition imposed by the Exchange pursuant to the Suspension or the Bye-laws, Rules or Regulations of the Exchange.

26.6 A Member, who has been suspended, may be permitted to Trade, upon obtaining permission from the Exchange to Square-off any existing Open Positions, unless directed otherwise by the Exchange.

27. Termination

27.1 The Exchange shall have the power to terminate the Membership of a Member on Account of:

- a. non-compliance with the Rules, Bye-Laws and Regulations of the Exchange or the Laws of Land;
- b. the Exchange receives any Notification from the Government on prohibition of performing business with the Member or such notification received from a Court of law;
- c. the Exchange receives any decision or direction from any of the Committee of the Exchange for removal of such Member;
- d. a Member is unable to perform and continue as a Member of the Exchange;

- e. a Member's inability to protect the integrity of the Exchange, in the interest of other Members and Customers in general and in the interest of the Public in particular;
- f. All other reasons for which a Member may be suspended.
- g. Declared as insolvent by a Court of Law.
- h. Purposefully or otherwise publishes the details of a Customer.
- i. Any acts which violates the Code of Conduct of Trading or involved in any Circular Trading or doing any acts, which is against the ethics and Code of Conduct of the Exchange.

27.2 No Termination shall affect the Member's existing Liability or Obligation to comply with the Bye-laws, Rules or Regulations of the Exchange.

27.3 A Member terminated in accordance with this Rule shall be notified and he may be permitted to request for a hearing before the Disciplinary Committee of the Exchange within 30 days of such Termination.

28. Appeal

28.1 If a Member has been suspended or terminated as result of any Disciplinary Proceedings or in violation of the By-Laws, Rules and Regulations of the Exchange may appeal to the Exchange or any Committee constituted by the Exchange in this regard in a manner prescribed by the Exchange within the time limit prescribed by the Exchange Rules.

28.2 A Member, who is aggrieved by the decision in appeal may request for a further hearing by a three-member Committee constituted by the Exchange to review the decision in appeal. The decision of the five members Committee shall be final and binding on the Member.

28.3 The Exchange shall prescribe the Rules and Procedure for such hearing including the Fees.

29. Confidentiality

29.1 No Member, Sub-Broker, Client or any other Participant of the Exchange shall directly or indirectly make disclosure of any confidential, financial, or other information that may come into its possession as a result of its act as a Participant of the Exchange. Any person or entity, who violates the above restriction, shall be subject to immediate Suspension or Termination from the Membership by the Exchange.

29.2 No Member, Sub-Broker, Client or Participant of the Exchange, who attempt to cause employees of the Exchange directly or indirectly to violate or who participate with the employees of the Exchange in violating the above provision shall be guilty of misconduct and subject to immediate Suspension or Termination of the Membership. Exchange shall also dismiss such employees upon recommendation of the Board.

29.3 Any employee of the Exchange, Member, Sub-Broker, Client or Participant of the Exchange disclose any confidential information of the Exchange including any business information, trade secrets, intellectual property rights, information regarding Customer to any other person or entity either during or after its employment shall be liable for all loss and damages suffered as a result of such disclosure and Exchange and Members shall have the right to take both civil and criminal actions against such person or entity irrespective of any provisions of this bye laws.

29.4 The Exchange shall take all necessary steps to maintain, preserve and protect the details, particulars, data or any other information with complete confidentiality and it will disclose such data and information only as per direction in writing from a court or a governmental body empowered to call for such information.

30. Jurisdiction

30.1 All disputes arising out of or in connection with the Exchange shall be subject to the exclusive jurisdiction of the Courts in the place of the Exchange irrespective of the location of the parties to the dispute or the place where the concerned Transaction may have taken place.

30.2 For the purpose of jurisdiction, all the transactions entered or executed through the ATS of the Exchange shall be deemed to have been taken place at the place of the Exchange and the place of contracting shall also be the place of the Exchange irrespective of the location at which the Transaction is entered or executed.

31. Records for Evidence

31.1 The record of the Exchange as maintained in any register, magnetic storage units, electronic storage units, optical storage units or computer storage units or in any other manner shall constitute an authentic record in relation to any Transaction entered into with the Exchange or through the Online Trading System of the Exchange. Such records shall constitute valid evidence for the purpose of resolving any disputes or claims between the Members and the Exchange, Member's inter-se and Members and the Customer or any other person, or entity.

32. Governing Language

32.1 English shall be the governing language of the Exchange. All proceedings in the Exchange shall be recorded in English. The governing law shall be law of the land in all disputes.

33. Limitation of Liability

33.1 The Exchange shall not be liable for any activities of its Members or of any other person, authorized or unauthorized, acting in the name or on behalf of any Member, and any act of commission or omission by any one of them, either singly or jointly, at any time shall not be in any way construed to be an act of commission or omission by any one of them, as an agent of the Exchange.

33.2 Save as otherwise specifically provided in these Bye-Laws and in the Rules and Regulations of the Exchange, the Exchange shall not incur or shall not be deemed to have incurred any liability and accordingly, no claim or recourse shall lie against the Exchange, any Member of the Board/or committee duly appointed by it or any other authorized person acting for and on behalf of the Exchange, in respect of or in relation to any Transactions entered into through the Exchange made by its Members and any other matters connected therewith or related thereto, which are undertaken for promoting, facilitating, assisting, regulating, or otherwise managing the affairs of the Exchange to achieve its objects as defined in the Memorandum and Articles of Association of the Exchange.

33.3 The Exchange will not accept or bear any liability whosoever in respect of the operation of any exchange trading system, whether for any breach of a provision of any relevant legislation, any act or omission (whether negligent or not) damage to physical property, any direct or indirect losses including but not limited to loss of profits, loss of files, loss of contract, loss of data or use of data (including any error in information supplied or made available), loss of operation time or loss of use of equipment or process, economic loss, loss of reputation or losses or damages incidental or consequential to the installation, use or operation of the Exchange Online Trading Systems.

33.4 The Exchange does not warrant or forecast that the Exchange Online Trading System or any component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Online Trading Systems will be uninterrupted or error – free, or that any services performed in respect of the Exchange Online Trading System will be uninterrupted or error –free.

33.5 Every exemption from liability, defence or immunity applicable to the Exchange or to which the Exchange is entitled under Bye-Laws shall also be available and shall extend to protect the officers, agents and employees of each of the exchange , the Clearing and Settlement Department and any developer of any Exchange’s Online Trading System.

33.6 Every Membership granted to any Member by the Exchange shall not be construed as partnership with the Exchange by a Member. The Exchange shall not hold liable or hold as a party for offence commission of any offence or irregularity committed by any of its Member.

34. Protection for Acts Done in Good Faith

34.1 No claim, suit, prosecution or any other legal proceedings shall lie against the Exchange or any Member of the Board or any Committee duly appointed by it or any other duly authorized person acting for and on behalf of the Exchange, in respect of anything which is done or intended to be done or omitted or intended to be omitted in good faith in exercise of any power under these By-Laws or Rules or Regulations of the Exchange or in pursuance of any order or any other kind of communication received by the Exchange, in writing, from any court, tribunal, Government under any law or delegated legislation for the time being in force in that behalf.

35. Indemnity

Each Member of the Exchange, shall indemnify and keep indemnified the Exchange from and against all harm, loss, damages, injury and penalty suffered or incurred and all costs, charges and expenses incurred in instituting and/or carrying on and/or defending any suits, action, litigation, arbitration, disciplinary action, prosecution or any other legal proceedings suffered or incurred by the Exchange on account of or as a result of any act of commission or omission or default in complying with any of the provisions of these By-Laws or the Rules or Regulations of the Exchange or law of the land or due to any agreement, contract or transaction executed or made in pursuance thereof or on account of negligence or fraud on the part of any Member of the Exchange and their employees, servants and agents.

36. Disclaimer

Where any loss or damage is caused or incurred by any party or person on account of or as a result of any act of commission or omission or default in complying with any of the provisions of law of the land and the Rules framed there under or these By-Laws or the Rules or Regulations of the Exchange or any agreement, transaction or contract executed or made in pursuance thereof on account of negligence or fraud on the part of any Member of the Exchange or their employees, servants or agents, in the event of the Exchange making good or being required to make good such loss or damages (or any part thereof) to such party or person, the Exchange shall be entitled to recover the amount so made good by it from the Member of the Exchange.

37. Severability

If any provision of these By-Laws or the Rules and Regulations of the Exchange is rendered unlawful, void or unenforceable by reason of any statutory amendment, re-enactment, notification or any judicial decision or pronouncement by any competent court, tribunal or regulatory authority, such provision shall, to the extent required, be severed and rendered ineffective without in any way affecting the validity or enforceability of the rest of the provisions of these By-Laws or the Rules and Regulations of the Exchange, which shall continue to apply with full force and effect, provided further that the action already taken earlier under such provision shall remain unaffected.

38. Force Majeure

Exchange shall not be liable to any Members, Customers or Exchange Participants for any failure to perform its functions, defaults, latches, or delay happens to the Trading, Clearing and Settlement functions of the Exchange as a result of circumstances beyond the control of the Exchange or act of God. In the event that the functions of the Exchange is prevented or hindered in consequence to the act of God or circumstances beyond the control of the Exchange, the functions of the exchange shall be suspended during the period of continuance of any such event. These acts may amongst other things include electrical, communication, computer system failure beyond the reasonable control of the Exchange, war, invasion, riot, strike, rebellion, revolution, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, embargo and natural calamities.

39. Conciliation

39.1 All claims, differences and disputes, between a Member and the Exchange, Members inter se or Member and Customers , arising out of or in connection with the Transactions on the Exchange including any agreements and contracts, made subject to these By-Laws or the Rules or Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereof and including any question of whether such agreements, contracts and transactions have been entered into or not, the parties shall adopt conciliation proceedings, before a conciliator or a panel of conciliator appointed by the Exchange prior to referring the dispute to arbitration, subject to the provisions of this Bye-Laws and the Rules made there under.

39.2 The place of Conciliation shall be at the Arbitration and Conciliation Centre at the Exchange or any place prescribed by the Exchange.

39.3 The Exchange shall prescribe the Norms, Procedure and Fees including the procedure for appointment of Conciliator for such conciliation process.

40. Arbitration

40.1 If parties fail to resolve any claims, dispute or difference through Conciliation, the dispute shall be referred to and decided by Arbitration subject to the provisions of this Bye-Laws and Rules made there under.

40.2 Reference to Arbitration: All claims, differences and disputes, between a Member and the Exchange, Members inter se or Member and Customers , arising out of or in connection with the Transactions on the Exchange including any agreements and contracts, made subject to these By-Laws or the Rules or Regulations of the Exchange or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereof and including any question of whether such agreements, contracts and transactions have been entered into or not, the parties shall be submitted to Arbitration in accordance with the provisions of these Bye-Laws and any rules framed there under.

40.3 In all Trade, Contracts, Agreements and Transactions, which are made or deemed to be made subject to these Bye-Laws, Rules and Regulations of the Exchange, this provision of arbitration shall form and deemed to form a part of such Trade, Contract, Agreements and Transactions and parties therein shall be deemed to have entered into an Arbitration Agreement in writing by which all claims, differences or disputes shall be submitted to Arbitration as per the provisions of these Bye Laws.

40.4 Appointment of Arbitrators: The Exchange shall prescribe by Rules or Notification the qualification of Arbitrators. The Exchange shall also constitute a panel of not less than five Arbitrators, consisting of professionals conversant with the Trading in the Exchange and its By-Laws, Rules and Regulations, or having expertise in such areas like law or economics, finance, business or from any other profession approved by the Exchange.

40.5 Place of Arbitration: The place of Arbitration shall be at the Arbitration and Conciliation Centre at the Exchange or any place prescribed by the Exchange.

40.6 Jurisdiction and procedures: All parties to a reference to Arbitration under these By-Laws, Rules and Regulations and the persons, if any, submitting claims under them, shall be deemed to have submitted to the exclusive jurisdiction of the Court for the purpose of giving effect to the provisions of the Act, these By-Laws and Rules and Regulations in force.

40.7 All the reference to Arbitration shall be conducted including the procedures, taking of evidence, passing of award and decided in accordance with the procedure and provision of these By-Laws and rules framed there under by the Exchange.

40.8 Language of Arbitration: The language of Arbitration shall be in English and the proceedings also conducted in English Language. If the documents are in a language other than English, parties shall submit its true copies along with the documents.

40.9 Fees and Charges: The Exchange shall prescribe the Fees for the proceedings, Charges of Arbitrators and any other Fees as may be required for the proceedings of payment from time to time.

40.10 Set-off and Counter Claim: On a reference to Arbitration by one party, the other party or parties shall be entitled to claim a set-off or make a counter claim against the former party, provided such set-off or counter claim arises out of or relates to Trades, Contracts and Transactions made subject to the By-Laws, Rules and Regulations of the Exchange and subject to Arbitration as provided herein, and provided further such set-off or counter claim is presented, together with full particulars, at or before the first hearing of the reference but not afterwards unless specifically permitted by the arbitral tribunal.

40.11 Award: The award passed by the Arbitrator whether interim or final shall be binding on the parties and their respective representatives, notwithstanding the death of or legal disability occurring to any party before or after the making of the award and such death or legal disability shall not operate as a revocation of the reference or award or shall not affect the rights under the award of the awardees in any manner whatsoever. After the award is being passed, a signed copy of the award shall be delivered to each party.

40.12 Penalty on Failure to Submit to or Abide by Award in Arbitration: Exchange on receiving an award against a Member and who fails or refuses to submit to or abide by or comply with any award in Arbitration between Members or between a Member and a Customer or the Exchange, as may be provided in these By-Laws, Rules and Regulations shall declare such Member as a defaulter and suspended or terminated from its Membership, and thereupon the other party shall be entitled to institute legal proceedings to enforce the award in the same manner as if it is a decree of court.

40.13 Right to Appeal: A party, who is aggrieved with the award, may appeal to the competent court of jurisdiction, within 30 days from the date of the award, in accordance with the Arbitration Act. Provided that the aggrieved party shall deposit the amount in award with the Exchange before filing the appeal and such amount shall be kept with the Exchange in abeyance and shall be disposed of eventually as per direction of the Court.

40.14 Enforceability of Award as a Decree: When the time for preferring an appeal has been expired and no appeal has been preferred or the appeal has been preferred and the appeal has been rejected the award is enforceable as if it is a decree of court.

40.15 Power to make rules: Subject to this provision, the Exchange shall frame necessary Rules and Regulations regarding the procedure of Arbitration, procedure for appointment of Arbitrators, procedure for making an award, Fees, Forms and all other procedures in relation to the conduct of Arbitration, which are not specifically mentioned in these Bye-Laws.

41. Right To Take Criminal Actions

If the Exchange finds or has reasons to believe that any Member or any person related to a Member, Sub-Brokers, Client or Person or Entity dealing with the Exchange has committed or intending to commit any fraud, misrepresentation, money laundering or cheating on the Exchange, the Exchange shall take criminal action against such Members or Person or Entity and its Directors, Partners in accordance with law of the land.