

Covering Letter for Trainer Registration - Organization

To,
National Stock Exchange of India Limited

Dear Sir,

SUBJECT: Application for registering as NSE Trainer to conduct awareness and educational activities pertaining to investor awareness programs and initiatives.

We / on behalf of M/s,
hereby submit our application for registration as a trainer with National Stock Exchange to conduct activities pertaining to investor awareness programs and initiatives.

We have carefully perused the application documents and We hereby give our unqualified acceptance to the procedure adopted by NSE for registration. We shall submit additional documents whenever asked for by NSE.

I hereby certify that all information and data furnished by me about Trainer registration are true and complete to the best of my knowledge. I further certify that I am the duly authorized representative of the above-mentioned company.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Trainer:

Enclosures:

1. Trainer Registration form
2. Trainer Onboarding agreement
3. Schedule A: Scope of Work & Fees
4. Schedule B: General Terms and Conditions
5. Schedule C: Code of Conduct
6. Schedule D: Declaration
7. Valid NISM XII and SEBI SMARTS certificate
8. Duly attested PAN, Aadhar and all supporting documents in original/ copy there of stamped & duly signed.

(To be printed on INR 600/- Stamp Paper)

AGREEMENT

This Agreement is made and entered into at Mumbai on this ____ day of _____, 2025, Agreement (as defined hereunder):

BY AND BETWEEN

NATIONAL STOCK EXCHANGE OF INDIA LIMITED, having its corporate identification no. **U67120MH1992PLC069769**, a company incorporated under the Companies Act, 1956 and validly existing under the Companies Act 2013, and having its registered office at C-1, Exchange Plaza Bandra Kurla Complex, Bandra East, Mumbai – 400 051 (hereinafter referred to as “**NSEIL**” / “**NSE**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors, permitted assigns and their directors, employees, representatives) of the **ONE PART**;

AND

M/s. _____, an entity established and incorporated under the law of India and validly existing / registered under the _____, having its registered address at _____

_____, (hereinafter referred to as “**Entity**”, which expression shall unless repugnant to the context or meaning thereof mean and include its successors and permitted assigns) of the **OTHER PART**.

NSEIL and the Entity are hereinafter collectively referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A.** NSEIL is a SEBI recognized stock exchange under Section 4 of the Securities Contracts Regulation Act, 1956 and is *inter alia* engaged in the business of providing trading facilities to its brokers and intermediaries.
- B.** SEBI had introduced the Investor Awareness Programs since 2015 (“**IAP**”) *inter alia* to enhance investor education awareness. Since the introduction of the aforesaid programs SEBI has time and again recognized such Persons (including but not limited to the Entity, recognized investor association, SEBI empaneled SMARTs organizations etc.,) (hereinafter referred to as

“SEBI Recognized Persons”) as may be identified, classified, categorized, empaneled by / with SEBI as the case may be in relation to the said Purpose (as defined hereunder).

- C. Thereafter, SEBI introduced the securities market trainers program (**“SMARTs”**) initiative in the year 2020 to enhance investor education and awareness. As a part of the SMART program, individuals are adequately trained and skilled at the National Institute of Securities Market (**“NISM”**), an education initiative by SEBI, and are thereafter recognized as SEBI empaneled SMARTs.
- D. NSEIL, under the supervision of SEBI, conducts various investor awareness programs and initiatives through SEBI Recognized Persons (**“Purpose”**).
- E. The Entity has assured that it is in the process of applying to be or is identified / categorized / recognized / classified as a SEBI Recognized Person. The said SEBI Recognized Person assures that it provides / facilitates such trainers (who are associated with it either on their payrolls or otherwise) who are qualified, recognized, identified, categorized and/or empaneled with / by SEBI from time to time and possess such qualification/certification as may be required by NSEIL and/or SEBI from time to time (hereinafter referred to as **“Trainers”**). The SEBI Recognized Person shall upon the instructions of NSEIL provide such Trainers for conducting investor awareness program (**“IAP”**) / Program(s), on behalf of NSEIL, as may be required from time to time.
- F. Based on the promises, representations, warranties, covenants and indemnities provided by the Entity under this Agreement, NSEIL has agreed to empanel the said Entity in accordance with the terms and conditions as more specifically set forth in this Agreement.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS, UNDERTAKINGS AND CONDITIONS SET FORTH BELOW, THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS HEREINAFTER CONTAINED.

1. SCOPE OF SERVICES

- 1.1. NSEIL hereby appoints the Entity to conduct awareness and educational activities pertaining to investor awareness programs and initiatives. The Entity hereby states that it is in the process of being or is duly empaneled with SEBI and shall obtain/have obtained such classification / certification from SEBI for being classified as a SEBI Recognized Person and is/shall be eligible to provide such Trainers for the Purposes (including but not limited to Programs), as more particularly provided in **Schedule A: Scope of Work & Fees** under this Agreement (hereinafter referred to as the **“Services”**).

- 1.2. The Entity through its Trainers hereby agree to train, conduct educational and awareness activities and render / provide such other Services as may be required by NSEIL in relation to the Purpose during the term of this Agreement to various attendees, participants, trainees etc., (***“Candidates”***) who are desirous to attend /enroll for such IAP, programs, seminars, webinars etc., (as the case may be) and as instructed by NSEIL, as may be required and as it may deem fit (***“Program”***). For the avoidance of doubt, it is hereby agreed by the Entity that NSEIL may avail its/their Services as may be required by NSEIL for the aforesaid Program and is neither obligated to nor guarantees availing the Entity’s Services for every Program.
- 1.3. The Parties hereby agree that in an event of any change/amendment/revision in the Services, NSEIL shall intimate the same to the Entity *vide* written communication on their registered email address and/or the Parties agree to enter into such other written instrument as may be required by NSEIL and further that the said change/amendment/revision shall be applicable and be considered as a part of this Agreement.
- 1.4. For the provision of Services, NSEIL shall provide certain contents, information, data, advertising, marketing collaterals, brochures, content for emails and text messages, standees, or any other material as it deems fit, for rendering the Services (hereinafter ***“Materials”***) to the Entity /Trainers for the purposes conducting seminars, webinars, awareness activities and Programs. The Entity ensures that the Trainers shall strictly use such Materials alone without any changes / amendments / tampering such Materials. In the event, the Entity and/or the Trainer wishes to propose any change in the Materials, the Entity shall seek a written consent from the NSEIL for incorporating such change.

2. TERM

This Agreement shall be effective as of and including Effective Date and shall continue for a period of 5 years unless terminated in accordance with the provisions of the Agreement

3. FEES

- 3.1. In consideration of full and proper performance of the Services provided by the Entity under this Agreement and subject to the satisfaction of NSEIL, NSEIL shall pay to the Entity such fees as specified in Schedule: A (***“Scope of Work & Fees”***). For the avoidance of doubt, NSEIL shall not be liable for any claims / fees / expenses / costs (including but not limited to any out-of-pocket expenses etc.,) whatsoever for the said Trainers and/or the Entity. The fees as provided under Schedule A are inclusive of all costs / expenses etc., that the Entity / Trainer might incur during the Term of this Agreement.
- 3.2. The Entity shall raise invoices within 15 (fifteen) days from the date of providing the respective Services under this Agreement.

- 3.3. The Entity agrees that the NSE shall have at least ninety (90) days from the date of receipt of the invoice, to clear the same, save and except what is provided hereinbelow. In the event of any discrepancies in the invoice or in the event NSE disputes the invoices raised by the Entity for any reason whatsoever, NSE shall notify the Entity within thirty (30) days from the date of receipt of the invoice. Upon receipt of such notification, the Entity shall promptly examine the issue and resolve such disputed invoices with NSE. Post such clarification / resolution, if NSE and the Entity has reached a consensus to resolve the dispute with respect to the invoices NSE shall make the payment within 60 (sixty) days from the date of such resolution between the Parties. It would be our endeavor to clear the invoices within 30 days on best efforts basis. For the avoidance of doubt, the Entity hereby agrees and acknowledges that NSE shall not be liable for making any payments / out-of-pocket expenses or such other expenses or costs, as the case may be incurred by the Trainers and/or the Entity, unless specifically agreed by NSE in writing.

4. **GENERAL TERMS AND CONDITIONS**

The general terms and conditions governing the terms of this Agreement are more particularly provided under **Schedule B: (“General Terms and Conditions”)** of this Agreement. The acceptance of this Agreement shall be an *ipso facto* acceptance and approval of the said terms and conditions and further that the same shall be treated as an obligation on the Entity and/or the Trainer (as the case may be) and shall be governed by and under this Agreement.

5. **REPRESENTATIONS WARRANTIES AND UNDERTAKINGS.**

- 5.1. The Entity hereby unequivocally, irrevocably and absolutely represents, warrants and undertakes the following:

5.1.1. It has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations, under this Agreement and carry out the transactions contemplated hereby;

5.1.2. The Entity hereby undertakes that the Trainer has the requisite knowledge, experience and expertise to seamlessly perform the Services under this Agreement. The Trainer expressly represents that he / she is duly empaneled with SEBI as a Securities Market Trainer;

5.1.3. This Agreement has been duly executed and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof and its

obligations under this Agreement shall be legally valid, binding and enforceable against it in accordance with the terms thereof;

- 5.1.4. It shall forthwith intimate and furnish its empanelment proof along with such supporting documents as may be required by NSE so as to evidence the Entity's empanelment / classification / certification / recognition / identification with SEBI, as a SEBI Recognized Person and further that it shall maintain the said status until the termination or expiry of this Agreement, whichever is later;
- 5.1.5. The Entity hereby undertakes that in an event it loses its recognition / classification / certification / identification / empanelment with SEBI as a SEBI Recognized Person, it shall forthwith intimate NSEIL regarding the same. The Entity hereby agrees that the aforesaid intimation shall not impair/restrict any rights of NSEIL under this Agreement;
- 5.1.6. The Trainers hired by the Entity shall be SEBI recognized SMART individuals and/or such other individuals as may be recognized/classified/identified/empaneled with SEBI and further are fit and proper having requisite experience and expertise to seamlessly perform the Services under this Agreement;
- 5.1.7. The Entity hereby agrees, accepts, and acknowledges that it shall ensure that the Trainers are made to be responsible for compliance of all applicable laws, rules, regulations and ordinances as may be applicable to them and in relation to the Trainers employed by them and shall establish and maintain all proper records, including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including under the labour laws etc.,
- 5.1.8. The Entity shall ensure that the Trainers shall absolutely, abide by and keep abided by, the duties, undertakings and obligations more particularly provided under this Agreement.
- 5.1.9. The Entity hereby represents and undertakes for itself and for the Trainers that it / he / she is/are not registered with or will assume a role as an '*Intermediary*'. For the purposes of this Clause, an '*Intermediary*' shall mean and include a mutual fund distributor, a stockbroker, authorized person, portfolio manager, , investment adviser, share transfer agent, merchant banker, underwriter, registrar to an issue, foreign institutional investor, custodian of securities, and/or an authorized person for any depositories, venture capital fund, asset management companies, credit rating agencies, etc., (as the case may be) and such other intermediaries as may be defined under applicable the Securities and Exchange Board of India Act 1992 and

regulations (as amended from time to time) unless the said entity is a SEBI recognized Person.

- 5.1.10. That the Entity for itself and on behalf of the Trainers undertake, warrant and represent that they shall not make, or cause to be made, except as is authorized by NSEIL in writing, any written or verbal representation, or any written disclosure, announcement or press or media release in any manner, mode, format whatsoever, in respect of this Agreement and/or the Services provided hereunder, except without the prior written consent from NSEIL;
- 5.1.11. That the Entity and/or its Trainer shall not induce or attempt to induce any Candidate / or any prospective Candidate in the database shared by NSEIL, to enroll for any similar or other course with himself/herself privately or any employment opportunity with any of the competitors or contemporaries of NSEIL or himself / herself under any circumstances whatsoever;
- 5.1.12. Neither the directors/key managerial personnel of the Entity nor the Trainers themselves are convicted of and/or was/were in the past convicted of any grave offence including moral turpitude, or is/was convicted by a court of law for offences for which imprisonment sentences is more than 3 (three) years, and that they have a good and moral standing;
- 5.1.13. That in the event of any breach and/or non - performance by the Entity and/or the Trainer and/or breach of any of the obligations/ terms and conditions of this Agreement by them, NSEIL shall have the right to withhold or forfeit any amounts due to the Trainer under this Agreement;
- 5.1.14. That the Entity does hereby acknowledges, undertakes and agrees that it has reviewed all the Schedules of this Agreement and has unequivocally agreed to the terms, conditions and obligations mentioned therein and further acknowledges that the same are governed by this Agreement. Furthermore, the Entity hereby agrees that any breach of the said terms, conditions and obligations as provided in the Schedule(s) to this Agreement shall be considered as a breach of this Agreement.
- 5.1.15. The Entity hereby represent, warrants and undertakes that it shall and has ensured that the Trainers are well aware of all the rights, duties, obligations etc., under this Agreement and further the Entity ensures that the Trainers are in agreement with the same and shall abide by all obligations under this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. The Entity hereby unequivocally acknowledges and agrees that NSEIL shall be the sole and exclusive owner of all the Intellectual Property Rights of all the learning tools, course content, Materials, course structures and any intellectual property vested with the Program under this Agreement and any Intellectual Property Rights created in the course of this Agreement shall exclusively vest solely with NSEIL.
- 6.2. The Entity acknowledges and agrees that he / she does not and shall not, nor shall he / she be deemed to, acquire at any time hereafter any right, title or interest whatsoever in, to or over any of the intellectual property belonging to NSEIL, whether now known or developed in future.
- 6.3. The Entity hereby agrees and undertakes it shall not claim or assert any right, title or interest in, to or over all or any of the intellectual property or any combination thereof or take any action which shall or may impair any right, title or interest in or to the intellectual property belonging to NSEIL.
- 6.4. The Entity hereby represents and warrants that, it shall not use, share or transfer or license or disseminate any brand name, logo, trademark and/or copyrighted material of NSEIL or its group companies or affiliates without prior written consent of NSEIL.
- 6.5. For the purposes of this agreement, the (***“Intellectual Property Rights”***) shall mean and include all perpetual and worldwide rights, title and interest of every kind, nature and media, without limiting in and to any editorial content, Materials, archives and information/data in relation to the Services whether now known or hereafter devised, including, without limiting the generality of the foregoing, all tangible and intangible property and rights of every kind and nature (including, without limitation, copyrights) in and to any registered or unregistered trademark (if any), service mark, literary property right, personal right, moral right, musical, dramatic, video or other literary material of any kind or nature upon which, in whole or in part, any editorial content, archives and information/data in relation to the Services is or may be developed, or from which it is or may be adapted or which may be or has been used or included in any editorial content, archives and information/data in relation to the Services and the goodwill therein and applications for any of the same and any right or forms of protection of a similar nature and having equivalent or similar effect to any of them which may subsist anywhere in the world.
- 6.6. This Clause shall survive the termination of this Agreement.

7. CONFIDENTIALITY OBLIGATIONS

- 7.1. The Entity hereby acknowledges that in lieu of rendering Services under this Agreement, it and/or the Trainers shall be in receipt of such Confidential Information (as defined hereunder) in relation to NSEIL, the Candidates and/or other trainers (as the case may be) and further that the Entity hereby agrees, undertakes and represents to NSEIL for itself and shall ensure that the Trainers shall also abide by the following:
- a. to maintain confidentiality of the Confidential Information;
 - b. to use the Confidential Information only for the purpose of carrying out their obligations under this Agreement;
 - c. not to disclose the Confidential Information to any person without the prior written consent of NSEIL or make use of or take advantage of the Confidential Information for any purpose other than as specifically permitted by this Agreement;
 - d. to take appropriate steps to ensure that the Confidential Information is kept confidential and to maintain proper and secure custody of all Confidential Information;
 - e. not to copy the Confidential Information or permit the copying of the Confidential Information in any form;
 - f. upon request, to return the Confidential Information to NSEIL, together with any copies of the Confidential Information, and not to make use of the Confidential Information in any manner so as to obtain any benefit, interest, right or privilege for himself/herself or for any other person / third-party that would not have been available to them.
- 7.2. Confidential information includes any information / data including but not limited to any personal / sensitive information / data pertaining to any attendees/participants of the IAP. It also includes all information relating to NSEIL whether stored or communicated through email correspondences, all copies of the same; all Materials, Intellectual Property Rights, information regarding quality control, business, financial information, marketing data, data relating to any innovation or improvement in process, design, software, infrastructure etc.; and any other information that are generally not known to the public.
- 7.3. The Entity hereby agrees to take and shall ensure that the Trainers shall take all necessary action and care to protect the Confidential Information of NSEIL, Candidates and/or other trainers, against misuse, loss, destruction, deletion and/or alteration. The Entity shall for itself and shall ensure that the Trainers shall neither misuse or permit misuse directly or indirectly, nor commercially exploit the Confidential Information for their own economic or other benefit. They shall use at least the same degree of care in safeguarding the Confidential Information of NSEIL, Candidates and/or other trainers, as the case may be, as he/she uses in safeguarding his/her own confidential information, but in no event shall less than reasonable care be exercised by them.

- 7.4. The obligations of confidentiality under this Agreement shall not extend to information that:
- a. is public knowledge, other than as a result of a breach of this Agreement;
 - b. is obtained by Receiving Party from a third party who has a lawful right to disclose it;
 - c. Receiving Party is required to disclose by law, regulation, rule, act or order of any governmental authority or agency, provided that the Entity / Trainer provides a notice to NSEIL in order to provide an opportunity to NSEIL to seek a protective order or other similar order with respect to such Confidential Information. If NSEIL seeks a protective order or other remedy, the Entity / Trainer shall promptly co-operate with and reasonably assist NSEIL in such efforts. If NSEIL fails to obtain a protective order or waives compliance with the relevant portions of this Agreement, the Entity / Trainer in consultation with NSEIL, shall disclose to the requesting entity only the minimum Confidential Information required to be disclosed in order to comply with the request.
- 7.5. Return of Confidential Information: On the termination of this Agreement or at NSEIL's request during the tenure of this Agreement, all Confidential Information and material supplied by NSEIL shall be destroyed or returned to NSEIL and further that any soft-copies of such Confidential Information shall be forthwith deleted and discarded from any and all the devices and further that the Entity / Trainer shall within 30 (thirty) days from the date of such request confirm the said destruction / deletion of the Confidential Information *vide* a letter addressed to NSEIL.
- 7.6. The confidentiality obligations under this Agreement shall be valid through the course of this Agreement and further for a period of 5 (five) years from the date of termination of this Agreement.
- 8. INDEMNITY OBLIGATIONS**
- 8.1. The Entity further states, affirms, declares and undertakes that he/she, shall indemnify, defend, hold harmless and keep NSEIL indemnified from and against all Losses, risks, claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against NSEIL or its directors, key managerial personnel, officers, employees, representatives and agents for any action, claim or dispute by any Candidates and/or any third-party and further all duties, penalties (including any regulatory penalties), levies, taxes, losses, damages, costs, awards, decrees, charges and expenses and all other liabilities of whatsoever nature (collectively, "**Losses**") which NSEIL may be liable to pay, incur or sustain (either directly or indirectly) as a result of:

- 8.1.1. an act or omission of the Entity / Trainer and/or its personnel in performance of the obligations under this Agreement which is solely attributable to the Entity / Trainer and its personnel; and/or
- 8.1.2. breach of any of the terms and conditions of this Agreement or any inaccurate statement or assurance or representation or covenant or warranty of the Entity under this Agreement; and/or
- 8.1.3. failure of the Entity/Trainer to obtain and/or maintain any approvals, consents, registrations, permits etc. for the purposes of rendering its Services as per terms of this Agreement and/or failure of the Entity to comply with its obligations under any statutory/regulatory requirements and/or any applicable laws (including labour laws); and/or
- 8.1.4. any damage to any property of NSE or of a third party in the course of rendering Services;
- 8.1.5. any or all Services, as rendered/provided by the Entity / Trainers that infringes any patent, trademarks, copyrights, or such other Intellectual Property Rights of NSEIL and/or any third party anywhere in the world ; and/or
- 8.1.6. Breach of data protection and confidentiality obligations by the Entity as contained in this Agreement; and/or
- 8.1.7. Fraud, willful misconduct, willful default, misrepresentation, gross negligence attributable to the Entity / Trainers its employees/personnel; and/or
- 8.1.8. Any death, bodily injury or of any third party in course of rendering the Services.
- 8.2. This Clause shall survive the termination of this Agreement.
- 8.3. **Indemnification Procedure**
 - 8.3.1. If any claim comes to the notice of NSE or if NSE is notified of any claim, by reason of or in consequence of which may be liable, then NSE shall notify the Entity within 10 (ten) business days of being notified, setting out, with reasonable particulars, the details of the claim, the quantum of the claim, the facts giving rise to the claim, as and to the extent available, and provide copies of all related notices and communications with the relevant Governmental Authority or third party (to the extent practicable) to the Entity. It is hereby clarified that failure or omission to notify the Entity shall not discharge the Entity in respect of such claim.

8.3.2. The Entity hereby agrees that it will not, without the prior written consent of NSE, settle, compromise or consent to the entry of any judgment in any pending or threatened claim if NSE is a party thereto or has been threatened to be made a party thereto. NSE shall not be liable for any settlement of any claim affected against NSE without its prior written consent.

8.3.3. Any indemnity amounts payable to NSE, as the case may be, under the Agreement shall be calculated on a net after Tax basis, and accordingly shall be increased by any net Tax cost incurred by NSE, as the case may be, arising in connection with or attributable to the receipt of any indemnity payment.

9. TERMINATION AND CONSEQUENCES OF TERMINATION

9.1. This Agreement may be terminated by NSEIL without assigning any reason whatsoever by providing 7 (seven) days written notice to the Entity.

9.2. The Entity may terminate this Agreement without assigning any reason whatsoever by providing 30 (thirty) days written notice to NSEIL.

9.3. Further, NSEIL shall have the right to forthwith termination on the following grounds, without any obligations whatsoever:

9.3.1. The Services rendered by the Entity / Trainers is/are found to be unsatisfactory by NSEIL;

9.3.2. Any misleading, inaccurate, defective, false / incorrect information or misrepresentation in relation to NSEIL by the Entity / Trainer in rendering the Services or otherwise;

9.3.3. In the event NSEIL is in receipt of directions from any regulatory authority or such other authority whose directions are binding upon NSEIL;

9.3.4. If the Entity fails/ceases to be qualified/classified/certified/identified as SEBI Recognized Person or obtain SEBI SMART certification and/or such other certification as mandated / provided by SEBI from to time, as per NSEIL's discretion; and

9.3.5. Breach of any obligations, undertakings, covenants representations and warranties by the Entity / Trainer as provided under this Agreement.

9.4. Upon termination of this Agreement, the Entity / Trainer shall complete all its / his / her obligations and provide the Services/Deliverables (as may be outstanding) and NSE shall pay the Entity only for such portion of Services/ Deliverables rendered up till the date of termination (to NSE's satisfaction).

9.5. For avoidance of doubt, it is hereby clarified that termination of this Agreement will not prejudice any rights and remedies of NSEIL that may have accrued prior thereto.

10. ADVERTISING AND PUBLICITY

The Entity shall for itself and shall ensure that the Trainers shall not disclose, advertise, or publish in whatever manner any of the terms, conditions, obligations etc., of this Agreement. Subject to the requirements of the applicable laws, the Trainer shall not be entitled to use the name (including brand name/logo) of NSEIL or his/her association with NSEIL for any marketing, promotional and/or advertising purposes or for any reasons whatsoever without obtaining a prior written consent or no objection from NSEIL.

11. ENTIRE AGREEMENT

This Agreement, including its Schedules and Annexures (including any and all amendments/revisions/alterations (pursuant to Clause 1.3) constitutes and represents the entire agreement ("***Agreement***") between the Entity and NSEIL on the subject matter hereof and supersedes and cancels all prior agreements, arrangements, or understandings, oral or written, between the Parties, on the subject matter of this Agreement. Provided however that, this Agreement (excluding the Schedules and Annexures) may be amended, modified or supplemented only by a written instrument duly executed by a duly authorized representative of each of the Parties. It is hereby clarified that, NSEIL may amend / revise / alter any/all Schedules and/or Annexures by intimating the same to the Entity *vide* written communication on their registered email address and further that the same shall be applicable and would form a part and parcel and be governed under this Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1. This Agreement shall in all respects be governed by and construed in accordance with the laws of India. The Parties hereby agree that all disputes arising out of or in relation to this Agreement shall be first resolved and settled amicably through mutual discussion. If no mutual resolution/settlement is reached within 30 (thirty) days from the date of such dispute (or such other time as may be mutually agreed upon in writing by the Parties), the Courts of Mumbai will have exclusive jurisdiction to try, adjudicate and settle any disputes arising from and/or in relation to this Agreement. The aforesaid provisions shall survive the early termination / expiry of this Agreement.

12.2. This Clause shall survive the termination of this Agreement.

13. RELATIONSHIP

The relationship between the Entity is that of principal-to-principal. Nothing contained in this Agreement shall be deemed to imply or constitute either Party (and/or the Trainers) as the agent or representative of the other Party, and as such neither Party shall be entitled to enter into any commitments or binding obligations for or on behalf of the other Party..

14. NOTICES

- 14.1. All notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by electronic mail, by personal delivery, R.P.A.D or speed post or by sending the same by pre-paid registered mail addressed to the relevant Party at its postal address and/or email address set out below (or such other postal address, email address as the addressee may seek to receive which shall be duly intimated to the other Parties).

To NSEIL : Attn.:
Address:
Email ID:

To Entity : Attn.:
Address:
Email ID:

- 14.2. Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (1) if given or made by registered mail, on the date of the delivery; (2) if given by personal delivery at the time of delivery (after obtaining counter-signature / stamp of such Party); and (3) if given by electronic mail, on the date such electronic mail was sent.
- 14.3. Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving the same.
- 14.4. This Clause shall survive the termination of this Agreement.

15. SEVERABILITY

- 15.1. If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any other part or provision of this Agreement which shall remain in full force and effect. This Clause shall survive the termination of this Agreement.

16. DATA PROTECTION

The Entity has complied with and shall continue to comply with all relevant requirements of the data protection legislations in India including the Information Technology Act, 2000 and the rules or regulations framed thereunder (as amended, modified, substituted, from

time to time) (“Data Protection Legislations”). Notwithstanding anything to the contrary contained herein, or any other document, the Entity hereby agrees, confirms and affirms that it shall not collect, process, store or use any data (personal or otherwise) pertaining to NSEIL, for any reason whatsoever, without the prior written consent of NSEIL, save and except as agreed hereunder. In the event such consent is provided by NSEIL, any collection, processing, store or use of data in such form and manner as may be mutually agreed between the Parties in writing and in accordance with the applicable laws including the Data Protection Legislations.

17. NON-SOLICITATION

During the term of this Agreement and for one year thereafter, Entity and/or their affiliates shall not hire or seek to hire any person employed then or within the preceding year by NSEIL and/or involved directly or indirectly in the performance of the obligations under this Agreement, except with prior written consent of the other Party.

18. ANTI-MONEY LAUNDERING LAWS

The Entity confirms that while this Agreement remains in force; it will comply with all applicable laws and other governmental or regulatory requirements and guidance which may from time to time including but not limited to, those pertaining to tax reporting and money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued administered or enforced by any governmental agency having jurisdiction (collectively the Money laundering Laws) and no suit or proceeding is pending by or before any court or governmental agency or authority etc. involving the Entity with respect to the Money laundering Laws.

19. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

The Entity confirms that they are aware of and understand their respective obligations under the anti-bribery and anti-corruption laws and confirms that they will at all times ensure that its directors, officers, agents employees or other persons acting on its behalf in relation to the activities undertaken of the purpose of this Agreement are aware of and comply with both the letter and spirit of the applicable anti-bribery and anti-corruption laws and are not aware of or have not taken any action that would result in a violation by such person of any such law or that they will not take any actions or make any omissions which would cause the Entity to be in violation of applicable anti-bribery and anti-corruption laws.

20. AUDIT

NSE shall have the right but not an obligation to conduct such inspections / examinations and audits, as it may deem necessary and fit in pursuance of this Agreement at the premises of the Entity. The Entity hereby agrees and accepts that it shall provide reasonable access

of all the documentations and information as may be required by NSEIL to and shall co-operate to the fullest extent in this regard.

21. WAIVER

No failure or delay by either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver of the provisions of this Agreement, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.

22. ASSIGNMENT

The Entity shall not be entitled to assign/transfer/sub-contract any of his / her rights and/or obligations under this Agreement to any third party without the prior written consent of NSEIL.

23. PROHIBITED ACTIVITIES:

The Service Provider and its agents shall not, during the term of this Agreement: (a) Provide advice or recommendations related to securities unless registered with or expressly permitted by SEBI and (b) Make any claims about returns or performance related to securities unless expressly permitted by SEBI. A breach of this clause will be considered an event of default, allowing NSEIL to terminate this Agreement immediately.

24. DISCLAIMER

- 24.1. The Entity hereby agrees and accepts that NSE shall in no manner be equated with the Entity and be responsible for the performance of any part of the Services undertaken/being undertaken by the Entity. NSE shall not be held responsible for any kind of consequential losses /damages, whether direct/indirect during the period Services/Deliverables needs to be rendered.
- 24.2. Notwithstanding anything to the contrary, in no other event shall NSE be liable for lost profits, lost revenues, loss of use, loss of business/reputation, or any indirect, incidental, special, punitive, exemplary or consequential damages, whether or not foreseeable, related to or arising from or under the Agreement.

25. STAMP DUTY AND COST

Any stamp duty payable on this Agreement shall be solely borne by the Entity.

IN WITNESS WHEREOF, THE PARTIES HEREIN HAVE EXECUTED THIS AGREEMENT AND AFFIXED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR AS FIRST AFORESAID.

SIGNED AND DELIVERED BY	SIGNED AND DELIVERED BY
NATIONAL STOCK EXCHANGE OF INDIA LIMITED as the within named “NSEIL”	_____ as within named “ <i>Entity</i> ”
Date:	Date:
Place:	Place:

Schedule A: Scope of Work & Fees

National Stock Exchange is committed to improve the financial well-being of people and it organizes extensive investor awareness programs in various districts of the country to help people learn about the basics of financial planning, capital markets, safe investing and to encourage them to participate in the country's capital market.

A. Description of Scope of Work and Services and fees

- a) Entity and its trainer's primary responsibility shall be to plan, direct and implement all aspects in relation to the IAP and provide services from commencement of the IAP till its completion.
- b) Investor Awareness programs can be conducted through on-ground seminars, webinars and / or Hybrid mode free of cost for the participants. NSE may endeavour to provide where possible the meeting link to the Entity and / or its trainers through which NSE may monitor the on-ground events.
- c) Entity and / or its trainers shall not accept funding/sponsorship from any other source (fully or partly), for the same Investor Awareness Programs. IAP cannot be conducted in/ clubbed together with any sponsored program.
- d) Entity and its trainers must engage only SEBI recognised Persons with valid SMART certification, valid Series- XII certification and valid NSE registration and shall take prior approval for conducting the IAPs. To conduct commodity IAPs, the trainer should have valid NISM Series- XVI.
- e) IAPs shall be conducted at an appropriate location, which is conducive to impart education.
- f) Entity and its trainers who have any direct or indirect interest in any entity that may potentially affect the purpose and integrity of the Investor Awareness Program will not be registered. If they have acquired any interest in any entity directly or indirectly post registering with NSE as a Trainer, they will be de-registered as soon as the Exchange comes to know or is notified of the same. In case, any conflict of interest is observed, the Entity will be deregistered with immediate effect.
- g) Intimation of the IAPs shall be provided by the Entity and / or its trainer in the previous week by Friday for all IAPs / events to be conducted in the subsequent week.
- h) Entity and its trainers shall ensure that a banner as specified by NSE, be displayed prominently at the venue of the IAP or background of the speaker on webinar

- i) The Presentations delivered in the IAP must be delivered by the SMART Trainer himself/ herself Entity's Trainer who is well versed with adequate knowledge and communication skills. The PPT's are standardized for each target audience. The Entity's Trainer must use the approved PPT for the session with a duration of at least 45 mins. The Entity's Trainer should make the session interactive with plenty of Q&A's and should be able to respond effectively to the questions asked by the participants.
- j) The prescribed material shall be provided free of cost to participants during/after IAP and a post IAP feedback form must be collected for webinars, hybrid and on-ground seminars.
- k) Entity and its trainers shall send a confirmation email to the Exchange after conducting the approved program. A record of all the participants for all such webinars / Seminars including but not limited to
 - a. Invoice in the prescribed format addressed to the nearest NSE Regional office with GST number.
 - b. Attendance sheets capturing name, email id, mobile/landline number and occupation in physical form and soft copy (excel sheet) for hybrid and on-ground sessions. In case of webinars, only excel sheet to be submitted.
 - c. Geotagged photographs (capturing location, date and time of the session) with clear view of maximum audience, speaker, presentation and banner. In case of webinar, the screenshots should be taken with participant count, presenter, presentation, banner with time stamping capturing date and time of the session.
 - d. Letter of declaration obtained from head of organization/ HR / HOD/Principal in case of Corporates/Colleges/Universities / corporates.
 - e. Entity and its Trainers shall endeavour to conduct programs where feasible in a hybrid mode i.e. through live streaming/ recording of on-ground programs.
 - f. Entity and its Trainers shall maintain all records including 2 video recordings of each the IAP (1--3 minutes (during the start and end of IAPs) and provide them to NSE as and when called for.
 - g. MIS of the IAPs on the last working day of the month and also when called for by NSE.
- l) Feedback of the IAPs and timely submission of bills will be considered while allocating further IAPs.
- m) IAPs shall not be conducted for the same participant in the same customer segment for the same level / topic already covered by the Trainers for a period of 3 months.
- n) Entity and/or its trainers shall submit their claims for reimbursement of expenses within 15 days of conducting the IAP. NSE trainers shall maintain all records and provide periodic reports to NSE including details of IAPs, participants, expenses, Venue details, photos of the event, feedback from participants, video recording of the IAP (few minutes) etc. for the IAPs conducted by them.

- o) Entity and its trainers shall not claim reimbursement of Investor Awareness Program from multiple organizations for a specific program conducted in a particular date, place, time etc. and must conduct IAPs with maximum number of participants in minimum number of IAPs.
- p) The number of participants in an IAP conducted by the Entity and its trainers should have a quorum of at least 40 participants.
- q) Entity shall have adequate resources (including SMART trainers in case of Organizations) to organize the IAPs in a proper manner. All statutory permissions required to hold the webinar (from municipal corporations, colleges, Police Officers, Fire Brigade officers, other Govt. Officers, Teaching Faculty, Defense Sector, Clubs, Associations e.g.: Rotary, Lions, Corporate and doctors etc.) must be in place.

B. IAP Allocation and Fees

Sr No	Target Segment	% Allocation	Min participants in each program	Cost per program
1	Corporate & General public	40%	At least 40 participants	Rs 10,000/-
2	Educational Institute	40%		
3	Women	20%		

RISA - On-ground IAPs (with SEBI)- A maximum of Rs. 1,25,000/- exclusive of taxes may be claimed for conduct of per Regional Seminar on submission of original bills with supporting. The maximum remuneration for the market expert speaker per IAP is Rs 4000.

Allocation of IAPs and Target segment are subject to change as per direction / instruction / circulars from SEBI from time to time.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Trainer:

Schedule B: General Terms and conditions

- a) Entity and its trainers represents and warrant that all Services performed will be of professional quality conforming to generally accepted industry practices and be completed in a timely manner as agreed between you and the NSE. You agree to adhere to the policies and codes of conduct of NSE framed and implemented by NSE from time to time. You shall while discharging your obligations for this engagement, comply with all the applicable laws.
- b) Entity and its trainers shall not promote any product, service, or entity during the training program.
- c) Entity and its trainers shall not make either through words/gestures any derogatory or defamatory remarks against any individual or organization.
- d) Entity may publicize the IAPs on their own through emails, WhatsApp messages, SMS and various other modes. The NSE logo may not be used in any promotional content/advertisement issued/used by any trainer registered with NSE. The IAP promotional material must state that the IAP is conducted on behalf of NSE.
- e) The above terms and conditions shall be fulfilled continuously during the period of registration.
- f) Entity and its trainers shall ensure that the management of the venue has made proper arrangements to make the place fire complaint and taken all municipal clearances with respect to holding an event, if any. NSE Trainer shall be responsible for obtaining all necessary licenses, permissions including permissions from the relevant authorities to organize and conduct the event.
- g) Entity and its trainers shall always during the term of this Agreement maintain current comprehensive general liability insurance coverage in the minimum amount of Rs. 2 Lac, per participant, per occurrence. You shall provide a certificate of insurance evidencing such coverage to the Company and shall name the Company as additional insured thereon solely with respect to the events and activities which are the subject of this engagement when sought. Additionally, you shall obtain insurance covering all participants of any incident at the time of the IAP. As declared and checked by you, since the college students are covered by an insurance policy as per the circulars issued by the University for the academic year 2018-19, separate insurance may not be necessary if the event is held within the premises as mentioned in the insurance cover. For events with police officers, army personnel and other government officers, if the event is held within the premises of the police, army or government offices respectively, and such insurance cover may not be necessary.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Trainer:

Schedule C: Code Of Conduct

M/s hereby declares that we shall;

Legal compliance:

- a) Comply with all applicable statutory and regulatory requirements.
- b) Not take any action which places NSE in violation of laws or could be detrimental to reputation and / or the business interests of NSE and /or any financials loss to NSE.
- c) Indemnify NSE regarding any government or third-party investigations arising out of my / our violation of this Code.
- d) Abide by all rules and regulations as specified by NSE.

Bribery a corruption and fraudulent practices:

- a) Under no circumstances tolerate or engage in any form of bribery, corruption or fraudulent practice which are contrary to business ethics to influence the behavior of any governmental /non-governmental / NSE and or its affiliate companies' employee or any individual for the purpose of acquiring any commercial advantage.

Gifts:

- a) Not to give any gifts in cash or kind to influence any orders in our favor.

Respect for Basic human rights of employees:

- a) Promote equal opportunities for our employees irrespective of skin colour, age, caste, gender, nationality, socio-economic background, disabilities, political or religious conviction.
- b) Respect the personal dignity, privacy and rights of each employee. Under no circumstances tolerate unacceptable treatment of our employees, such as mental harassment, sexual harassment or discrimination.
- c) Prohibit behaviour including gestures, language and physical contact, that is sexual threatening, coercive, abusive or exploitative.
- d) Comply with the maximum number of working hours as per applicable laws.
- e) Comply with applicable wage regulations, including those relating to minimum wages, overtime compensation, and other legally mandated benefits.
- f) Respect the legal rights of employees for collective bargaining and freedom of association.
- g) Follow and take all safety measures for employees.

Prohibition of Child labour:

- a) Not employ any child labour below the age of fourteen years to work.

Building Community relationship:

- a) Build a positive image among the local community.

Environmental Management:

- a) Comply with applicable legal requirements concerning the environment.
- b) Establish and implement an environmental management system.
- c) Reduce water consumption and waste generated from our operations.
- d) Assess and implement rainwater harvesting system.
- e) Follow the necessary Environment and e-waste policy.

Occupational Health, Safety & Security of employees:

- a) Comply with applicable legal requirements concerning occupational health, safety & security of our employees.
- b) Establish and implement an occupational health, safety & Security management system or commit for accident-free environment.

Supply Chain:

- a) Encourage our Trainer / Entity and its trainers to comply with this code of conduct.

Monitoring/Record Keeping:

- a) Maintain documentation necessary to demonstrate conformance to this code of conduct o
Have valid authorizations, licenses and permits to carry out business. We hereby
represent to NSE that we have in place adequate systems, controls and procedures to
comply with all applicable laws and generally accepted standards of business ethics and
conduct.
- b) Promptly report any violations of this Code to NSE. We agree that NSE has a right to
terminate the, in the event of any breach of this Code.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Trainer:

Schedule D: Declaration

We hereby undertake / declare / confirm that:

1. No enquiry/investigation/ has been initiated/pending against the Entity and/ or its trainers or any of the shareholders/ directors by any Stock Exchange/SEBI.
2. No enquiry/investigation/disciplinary action/adjudication/prosecution or any other action including consent proceedings, administrative warning, caution or advisory letter, etc., have been initiated against Entity and/ or its trainers or any of our associate company or any of our directors/shareholders by any stock exchange/SEBI/any other regulatory authority. *(If Yes, please provide complete details along with the details of corrective steps taken)*
3. Entity and their directors (if applicable) are not associated in the following two categories as per Reserve Bank of India data as on today: (www.cibil.com <<http://www.cibil.com>>)
 - Suit Filed Accounts of Rs. 100 Lakhs and above
 - Suit Filed Accounts (Willful Defaulters) of 25 Lakhs and above
4. Entity and their directors is/are not associated in the following four categories as per SEBI data as on today: (www.sebi.gov.in <<http://www.sebi.gov.in>>)
 - List of Companies & Directors debarred from associating with Capital Market for a period of five years - Companies (<http://www.sebi.gov.in/pmd/debarredco1.html>)
 - List of Companies & Directors debarred from associating with Capital Market for a period of five years - Directors (<http://www.sebi.gov.in/pmd/debardirector1.html>)
 - Database of Prosecution cases launched against CIS Entities across the country (http://www.sebi.gov.in/cis/cis_prosecution_data.html)
 - Database of the Prosecution cases launched other than Collective Investment Schemes (CIS) across the country (<http://www.sebi.gov.in/cis/noncisdata.html>)
5. There are no adverse comments against the Entity and its trainers or any of its directors/associates/whole time directors as per the Vanishing Companies Database (Data available in Vanishing Companies on <http://www.mca.gov.in/Ministry/vanishing.html>) in the following categories as per SEBI data as on today:
 - [List of Companies against which orders have been passed U/s 11B of SEBI Act](#)
 - [List of Companies where orders issued U/s 11B were revoked](#)
 - [List of Directors where orders issued U/s 11B were revoked](#)
 - [List of Promoters/Directors against whom orders have been passed U/s 11B of SEBI Act](#)

6. There are no adverse comments against the Entity and its trainers or any of its directors/associates/whole time directors as per the Watch out Investors Database as on today. (www.watchoutinvestors.com < http://www.watchoutinvestors.com/>)
7. We are 'fit and proper person' as per SEBI (Intermediaries) Regulations, 2008 and confirm the following in this regard:
- Entity or its directors including whole-time director has not been convicted by a Court for any offence involving moral turpitude, economic offence, securities laws or fraud;
 - No order for winding up has been passed against the Trainer / Entity and its trainers;
 - Entity and its trainers, or its whole-time director, has not been declared insolvent and has been discharged;
 - No order, including an order of suspension of certificate of registration as an intermediary, restraining, prohibiting or debarring the Entity and its trainers or the intermediary, or its director / whole-time director from dealing in securities in the capital market or from accessing the capital market has been passed by SEBI or any other regulatory authority wherein a period of three years from the date of the expiry of the period specified in the order has not elapsed;
 - No order canceling the certificate of registration of the Entity and its trainers, or the intermediary has been passed by SEBI on the ground of its indulging in insider trading, fraudulent and unfair trade practices or market manipulation wherein a period of three years from the date of the order has not elapsed.
 - No order withdrawing or refusing to grant any license / approval to the Entity and its trainers or its directors including whole-time director which has a bearing on the capital market, has been passed by SEBI or any other regulatory authority wherein a period of three years from the date of the order has not elapsed.
 - Entity and its trainers is financially sound.
 - There is no other reason, recorded in writing by SEBI, which in the opinion of SEBI, renders such Entity and its trainers, or its whole-time director unfit to operate in the capital market.
8. Our Directors /Dominant Shareholders / Associates are not 'Politically Exposed Persons' (PEP). If yes, please provide following details:

Sr.	Full Name of the PEP	PAN of PEP	Address of the PEP	Details of Function /position held by PEP	Date since when position held as PEP	Relationship of PEP with Member

Note:

1. *As per SEBI master circular ISD/AML/CIR-1/2010 dated February 12, 2010, 'Politically Exposed Persons' (PEP) are individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior government/judicial/military officers, senior executives of state-owned corporations, important political party officials, etc.*
2. *'Associate' has the same definition as given under Section 2(1)(b) of the SEBI (Intermediaries) Regulations, 2008.*
3. *A revised undertaking stamped & signed by two designated directors or authorized signatory(ies) as per Board Resolution mentioning names and designations need to be submitted as and when there is change in any of the details submitted vide current undertaking.*
9. Entity has disclosed and reported all the details in regard to inquiry / investigation, if any, that has been conducted by any authorities including government agencies against Trainer / Entity and its trainers / promoters / directors etc., during past 10 years and the findings of the concerned agencies available with us have been disclosed fully along with this application.
10. The information given in this form is true, correct and complete to the best of our knowledge and information and there is no misstatement or misrepresentation or suppression of facts in connection with this application for registration as a Trainer . In the event of any information furnished found to be false, misleading or suppression of facts; our certificate of registration is liable to be cancelled by NSE without assigning any reasons whatsoever.
11. There is no financial liability which is due and payable in terms of the Act, the Securities Contracts (Regulation) Act, 1956 or rules and regulations there under (*If yes, please provide complete details*)
12. Entity and its directors have not been subjected to disciplinary proceedings under the rules, and bye-laws of a stock exchange, or enforcement action under securities laws, with respect to conducting Investor Awareness Programs and other initiatives . (*If yes, please provide complete details along with the details of corrective steps taken*)
13. Entity and its trainers nor any of its directors or shareholders have been declared defaulters by any stock exchange or are associated with any stock brokers/person/entity who have been declared defaulters by any stock exchange in India as mention in the agreement above. .
14. No complaints/arbitration cases are pending against the Entity and its trainers or its directors or shareholders and all the complaints received by NSE, if any have been settled to the satisfaction of the NSE .

I hereby accept the above-mentioned terms and conditions which have been explained to me and are fully understood by me.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Trainer: