Covering Letter for Trainer Registration

To,
National Stock Exchange of India Limited

Dear Sir,

SUBJECT: Application for registering as NSE Trainer for conducting Investor Awareness Programs.

I/we on behalf of M/s ……………………………………………………………………………………….., hereby submit our application for registration with National Stock Exchange.

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

I/we declare that I/we and our directors/employees/partners/proprietor/trainers/speakers are not
- Involved in and/or shall not get involved in any client-based activities or business such as stock broking, investment advisory, wealth management, portfolio management or any other activities of similar nature.
- Related/ associated with any employee or any member of governing board of NSE/ its subsidiaries/Associates. In case of any such association we would formally communicate the same to NSE IMMEDIATELY.
- Having any civil/criminal case or conviction or restraint order from any court, regulatory bodies and MIIs.

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 duly authorized representative of the above-mentioned company.

SIGNATURE OF AUTHORIZED APPLICANT
Name

Enclosures:
1. Trainer registration Document stamped & signed – Annexure 1
2. Code of Conduct (COC) form stamped & signed - Annexure 2
3. Non-Disclosure Agreement (NDA) stamped & signed - Annexure 3
4. General terms & conditions
5. All supporting documents in original/ copy there of stamped & duly signed.
Annexure 2

Code Of Conduct for NSE Trainer

M/s ……………………………………………………………………..hereby declares that we shall;

Legal compliance:
• Comply with all applicable statutory and regulatory requirements.
• 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.
• Indemnify NSE with regard to any government or third party investigations arising out of my / our violation of this Code.
• Abide by all rules and regulations as specified by NSE.

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

Gifts:
• Not to give any gifts in cash or kind to influence any orders in our favor.

Respect for Basic human rights of employees:
• Promote equal opportunities for our employees irrespective of skin colour, age, caste, gender, nationality, socio-economic background, disabilities, political or religious conviction.
• 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.
• Prohibit behaviour including gestures, language and physical contact, that is sexual threatening, coercive, abusive or exploitative.
• Comply with the maximum number of working hours as per applicable laws.
• Comply with applicable wage regulations, including those relating to minimum wages, overtime compensation, and other legally mandated benefits.
• Respect the legal rights of employees for collective bargaining and freedom of association.
• Follow and take all safety measures for employees.

Prohibition of Child labour:
• Not employ any child labour below the age of fourteen years to work.

Building Community relationship:
• Build a positive image among the local community.

Environmental Management:
• Comply with applicable legal requirements concerning the environment.
• Establish and implement an environmental management system.
• Reduce water consumption and waste generated from our operations.
• Assess and implement rainwater harvesting system.
• Follow the necessary Environment and e-waste policy.

**Occupational Health, Safety & Security of employees:**
• Comply with applicable legal requirements concerning occupational health, safety & security of our employees.
• Establish and implement an occupational health, safety & Security management system or Commit for accident free environment.

**Supply Chain:**
• Encourage our trainers to comply with this code of conduct.

**Monitoring/Record Keeping:**
• 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.
• Promptly report any violations of this Code to NSE. We agree that NSE 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:
Annexure 3

Non-Disclosure Agreement (On stamp paper)

This Non-Disclosure Agreement ("Agreement") is made on this (Date) day of (Month) "Effective Date).!

By (trainers name who is receiving information) having its registered address at (Registered address under the Companies Act (hereinafter referred to as "Receiving Party", which expression shall, unless repugnant to the context or meaning thereof, mean and include its subsidiaries, successors and permitted assigns) In favor of National Stock Exchange of India Limited having its registered address at Exchange Plaza, Bandra Kurla Complex, Bandra East, Mumbai – 400051 (hereinafter referred to as “Disclosing Party”, which expression shall, unless repugnant to the context or meaning thereof, mean and include its subsidiaries, successors and permitted assigns)

WHEREAS:
The Parties intend to enter into discussions with each other regarding the possibility of a proposed engagement for (purpose of the proposed engagement to be filled by the trainer) (hereinafter referred to as the “Purpose”).

(A) For the Purpose, it is necessary for the Disclosing Party to disclose and share certain information with the other, which may be of a strategic, proprietary and confidential nature.

(B) The Receiving Party recognize that careful protection and non-disclosure of the Disclosing Party’s such strategic, proprietary and confidential information by the Recipient is absolutely necessary;

(C) In order to proceed with the Purpose, the Disclosing Party has agreed to provide certain Confidential Information (hereinafter defined) concerning the Purpose and the Receiving Party has agreed to accept such Confidential Information on a strictly confidential basis and on the terms and conditions set out below.

IN CONSIDERATION of the Receiving Party having access to the Disclosing Party’s Confidential Information and for other good and valuable considerations (the receipt and sufficiency of which is hereby acknowledged), each Party agrees to the following terms and conditions:
1. The term “Confidential Information” for the purpose of this Agreement shall mean any and all information relating to the Disclosing Party or its Investee Companies, disclosed by the Disclosing Party (whether before or after the date of this Agreement and whether in written, oral, graphic, electronic or other tangible or intangible form) to the Receiving Party or obtained by the Receiving Party for the Purpose, including but not limited to, the terms and conditions of this Agreement, any and all financial, technical, non-technical information, data, business operations information, market and distribution related information, business and strategy plans, agreements with third parties, selection process, ideas and creative works belonging to the Disclosing Party (regardless of whether such information is protected under copyright, patent or trademark and/or trade secret laws), including but not limited to, all tangible information, documents, data, papers, statements, copyright, techniques, any business/ customer information and trade secrets, business forecasts, research, work in progress, program formats, software/s, website information and methods, projects, sales and marketing plans, future development plans, and information relating to or arising out of the Purpose, including but not limited to, all aspects pertaining to and relating to the business practices of the Disclosing Party in connection with the above mentioned Purpose or otherwise, and includes proprietary information. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Confidential Information shall not include any information that:

(a) is or becomes publicly available without breach of this Agreement.
(b) becomes lawfully available to either Party from a third party free from any confidentiality restriction.
(c) is required to be disclosed under any relevant law, regulation or order of court, or under any directives or order by governmental, supervisory or regulatory body or rules of any stock exchange having jurisdiction over the Group (as defined below) provided that the Receiving Party shall give the Disclosing Party reasonable written notice prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy; in the event that no such protective order or other remedy is obtained, or the Disclosing Party waives compliance with the terms of this Agreement, the Receiving Party shall furnish only that portion of Confidential Information which is legally required and shall exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information to the extent possible;
(d) Was previously in the possession of the Receiving Party and which was not acquired directly or indirectly from the Disclosing Party as evidenced by written records; or
(e) Is independently developed by the Receiving Party without breach of this Agreement and without any use of or benefit from the Confidential Information.

2. The Receiving Party shall use the Confidential Information only for the Purpose and not disclose any of the Confidential Information to any third party without the Disclosing Party’s prior written consent. The term “Group” in relation to or in context of the Receiving Party shall mean and include the Receiving Party together with each of its employees, representatives, subsidiaries, affiliates, advisors and branch offices in any jurisdiction. The disclosure to the Group shall be strictly on a need-to-know basis and only to the extent necessary for each of them to perform its duties in relation to the Purpose, provided that
the Receiving Party shall be responsible for any breach of the Group.

3. The Receiving part shall not use or disclose the investors data for any purpose other than for conducting Investor Awareness Programs and related activities.

4. Notwithstanding anything to the contrary contained in this Agreement, the Receiving Party shall not use or disclose any information regarding attendees/participants of the Investor Awareness Programs to any third party or authority and strictly use the information for making program related submissions to the Disclosing Party.

5. The Receiving Party shall hold and keep in strictest confidence any and all Confidential Information and shall treat the Confidential Information with at least the same degree of care and protection as it would treat its own Confidential Information but in no case less than a reasonable degree of care. The Receiving Party shall promptly provide the Disclosing Party with notice of any actual or threatened breach of the terms of this Agreement.

6. The Receiving Party shall only make such copies of any Confidential Information or any documents containing Confidential Information as required for carrying out the Purpose and shall not otherwise reproduce, publish, reverse engineer, decompile or disassemble any Confidential Information.

7. The Receiving Party shall immediately upon request by the Disclosing Party deliver to the Disclosing Party all Confidential Information disclosed to the Receiving Party, including all copies (if any) made hereunder within 7 days of receipt of the request unless the Receiving Party is required to retain a copy of such Confidential Information subject to any applicable laws or compliance policies.

8. The Disclosing Party warrants that it has the legal right and authority to make the disclosure of the Confidential Information under this Agreement and to permit the use of the Confidential Information by the Receiving Party strictly in terms of this Agreement.

9. The Disclosing Party either by itself or in its Investee Companies retains all right, title, and interest in the Confidential Information. The Receiving Party acknowledges that damages may not be sufficient remedy for the Disclosing Party for any breach of any of the Receiving Party’s undertakings herein provided and the Receiving Party further acknowledges that the Disclosing Party shall be entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach of those undertakings by the Receiving Party, in addition to any other remedies available to the Disclosing Party in law or in equity.

10. The Receiving Party does not acquire any rights on Confidential Information under this Agreement or through any disclosure hereunder, except the limited right to use such Confidential Information in accordance with the Purpose under this Agreement.

11. All intellectual property rights (IPRs) of the Parties shall continue to be vested with the respective Parties and nothing contained herein is intended to assign or license any such rights of either Party to the other.

12. Receiving Party shall not modify or erase the logos, trademarks etc., of Disclosing Party or any third-party present on the Confidential Information. Neither Party shall use or display the logos, trademarks etc., of the other Party in any advertisement, press etc., without the prior written consent of the other Party.

13. In addition to the limitations on the use and disclosures of Confidential Information set forth herein, it is agreed that with respect to the Purpose, the Parties shall not issue or
release or confirm any statement to the general public, to the news media, or to any third party, except with the prior concurrence of the other Party, both as to the content and timing of any such issue or release or confirmation. The Parties agree not to attribute any information to the other Party: (i) in any public medium (e.g., press releases, web sites), (ii) for advertising or promotional purposes, or (iii) for the purpose of informing or influencing any third party, including the Purpose, without the other Party’s prior written consent. This provision shall survive the termination of this Agreement.

14. Neither Party shall be liable to the other hereunder for amounts representing loss of profits, loss of business or indirect, consequential, or punitive damages of the other Party in connection with the provision or use of Confidential Information hereunder. The Disclosing Party makes no warranties of any kind, whether expressed or implied, as to the accuracy or completeness of the Confidential Information.

15. No failure or delay by either Party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy, or power.

16. This Agreement shall be governed by the laws of India. All rights and obligations under this Agreement shall be subject to the exclusive jurisdiction of the competent courts in Mumbai, India.

17. Any disputes or differences arising out of or pertaining to this Agreement shall be first resolved by the Parties through mutual negotiations, failing which such disputes / differences shall be subject to Arbitration proceedings and each Party shall appoint its Arbitrator, who in turn will appoint a third Arbitrator. Arbitration proceedings shall be conducted at Mumbai, India, in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The Award passed by the Arbitrator(s) in pursuance of such Arbitration proceedings shall be binding upon both Parties hereto. All Arbitration proceedings shall be conducted in the English language.

18. This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party.

19. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions hereof shall remain in full force and effect.

20. Nothing in this Agreement shall prevent the Parties from engaging in discussions with any third party (ies) regarding the Purpose, or any other possibility of a proposed business relationship, provided that the terms of this Agreement are strictly complied with during such discussions.

21. All notices or requests under this Agreement shall be in writing and shall be delivered or mailed (by registered post, A.D.) to addresses mentioned above. Notices or requests given by personal delivery shall be deemed given and received at the time of delivery, and notices or requests given by mail shall be deemed given and received after confirmation of delivery from the postal department.

22. Nothing contained herein shall be construed to mean a commitment by either Party to avail
the services of the other Party or to enter into any further agreements of any nature.

23. This Agreement shall commence on the Effective Date and shall remain in full force and effect up to one (one) year from the Effective Date in case the Purpose Agreement is not entered between the Parties. Additionally, this Agreement shall remain in full force and effect in accordance with the Term of the Purpose Agreement and will continue to bind the Parties for a term of three years after the expiry or termination of the Purpose Agreement.

The Parties can further renew this Agreement for such further period as mutually agreed between the Parties. Notwithstanding anything contained herein, either Party may at any time, without assigning any reason, terminate this Agreement by providing the other Party 30 (thirty) day’s written notice, indicating the same.

24. The Receiving Party shall not assign, or otherwise transfer, its rights or delegate its duties or obligations under this Agreement without prior written consent of the Disclosing Party. Any attempt to do so shall be void. This Agreement shall be valid and binding on the successors-in-title of the Parties.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the day and year first above written.

For and on behalf of

Name:
Title:

In the Presence of:
Name: __________________
**General Terms and conditions for conducting Investor Awareness Programs**

1. NSE trainers or its managerial personnel shall not be registered and / or deregistered if they are an intermediary registered with SEBI or NSE or associated with any of the intermediaries registered with SEBI or NSE by way of employment.

2. NSE trainers shall maintain all records and provide periodic reports to NSE including details of IAPs, participants, expenses, feedback from participants etc. for the IAPs conducted by them.

3. NSE trainers shall intimate details regarding any changes in the application form.

4. NSE trainers shall not promote any product, service, or entity during the training program.

5. NSE trainers shall not make either through words/gestures any derogatory or defamatory remarks against any individual or organization.

6. NSE trainers must not have any conviction or restraint orders from any court, regulatory bodies, MIIs etc.

7. 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.

8. NSE trainers shall take prior approval for conducting the IAPs in a batch of 30.

9. The Programs shall be conducted as per the details provided in the table below:

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Target Segment</th>
<th>% Allocation</th>
<th>No of programs</th>
<th>Minimum participants in each program</th>
<th>Maximum Cost per webinar / on ground seminar*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Corporate &amp; General public</td>
<td>50%</td>
<td>15</td>
<td>At least 50 participants</td>
<td>Rs 10,000/- and Rs 25,000/- on ground</td>
</tr>
<tr>
<td>2.</td>
<td>Educational Institute</td>
<td>25%</td>
<td>7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Women</td>
<td>25%</td>
<td>8</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Subject to claims backed by invoices.

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.

10. NSE trainers shall provide Intimation of the IAPs in the previous week for all events to be conducted in the subsequent week. IAPs cannot be conducted for the same participant in the same customer segment already covered by the Trainers in the same financial year.

11. For Online IAPs, NSE provided link only must be used for conducting IAPs. For on-ground IAPs, NSE may provide the meeting link to the trainer through which NSE can monitor the on-ground events.

12. NSE trainers shall ensure that a banner as specified by NSE, be displayed prominently at the venue of the IAP. The Trainers must use an approved PPT for the session with a duration of at least 45 mins which includes a Q&A session.
13. 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 and on-ground seminars.

14. NSE trainers shall submit their claims for reimbursement of expenses within 15 days of conducting the IAP. Trainers shall maintain all records including details of IAPs, participants, expenses etc. for the IAPs conducted and provide them to NSE as and when called for.

15. NSE trainers shall not claim reimbursement of Investor Awareness Program from multiple organization 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.

16. For Online IAPs, NSE provided link only must be used for conducting IAPs. For on-ground IAPs, NSE may provide the meeting link to the trainer through which NSE can monitor the on-ground events.

17. The number of participants in an IAP conducted by the Trainer should have quorum of at least 30 participants. If the number of participants is more than 30 but less than 50, then two such IAPs conducted in the same mode may be clubbed together and considered as one IAP for processing of claims.

18. The above terms and conditions shall be fulfilled continuously during the period of registration.

19. NSE also reserves the right to de-register or withdraw the registration of a trainer registered with NSE at any point of time if the trainer fails to meet the requirements and conditions or is found in violation of the guidelines mentioned in this document, in words and in spirit or for any other reason with an advance notice of 15 days.

20. If a trainer registered with NSE ceases to continue as smart trainer as per SEBI approved list, he/she will automatically be deleted from registered vendor list of NSE.