

APPLICATION FOR VENDOR EMPANELMENT

To,

NSE / NSE IPFT

Dear Sir,

SUBJECT: Application for Vendor Empanelment conducting Investor Awareness Programs

I/we on behalf of M/s, hereby submit our application for empanelment with National Stock Exchange / NSE IPFT. The products/ Services for which empanelment is sought have been indicated in vendor empanelment form along with required enclosures.

I/we have carefully perused the application documents and I/we hereby give our unqualified acceptance to the procedure adopted by NSE for Empanelment. I also understand that NSE reserves the right to withhold my application for empanelment, issue RFP/PO/Tender documents to any empanelled vendor, and also annul the empanelment process without assigning any reasons whatsoever and we shall have no claims in this regards. I/we shall submit additional documents whenever asked for by NSE.

I/we further declare that I/we are not 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 and NSE may take action as deems fit as per Law, including termination of contract.

I hereby certify that all information and data furnished by me with regard to Vendor Empanelment 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 AUTHORISED APPLICANT

Name

Designation

Place:

Date:

Enclosures:

- a. 'Declaration by Authorized Applicant'
- b. Vendor Empanelment Document stamped & signed – Annexure 1
- c. COC form stamped & signed - Annexure 2
- d. Non-Disclosure Agreement stamped & signed - Annexure 3
- e. All supporting documents in original/ copy there of stamped & duly signed.

VENDOR EMPANELMENT FORM

All information should be properly filled in the space provided for, wherever it is not applicable, please write “not applicable”. Incomplete or incorrect forms may NOT BE considered. Please attach separate sheet, if space available is inadequate.

Vendor Empanelment Form		
Section	Description	Detail
CATEGORY	Name of the Vendor	
	Name of Directors/Partners/Proprietors of Vendor	
	Area of main operation of vendor	
	Association if any, indirectly or directly, with the NSE member of the governing board at any point of time	
	Address (Registered office)	
	Empanelment sought for	Service
	Service Offering	Conducting Investor Awareness Programmes
	If Manpower / Resources deployed onsite	In case of Manpower deployed state nature of assignment Resources handling sensitive information are made aware that Insider trading guideline of SEBI would be applicable and they need to comply with NSEIL Code of Ethics Policy
GENERAL REQUIREMENTS & CONDITIONS FOR EMPANELMENT	Nature of Business	
	Incorporate in year	
	Total Annual Turnover (Last 2-3 Years)	Y1 Y2 Y3
	Association with NSE & Group Company Since When?	
	Company Profile, Document (PPT, Doc etc.)	
	Any reference letter from Client	
	Whether ISO certified or any similar quality certification? If yes, please submit copy	Yes / No
	Any Civil / Criminal case?	Yes / No (Details if Yes)
	Any Blacklisting cases?	Yes / No
	Non-Disclosure agreement as per annexure is signed & enclosed	Yes / No
NSE SECTION	To be filled by NSE :	
	All required documents given by Vendor	Yes/No
	Reason for New Vendor	
	Commercial	

CODE OF CONDUCT FOR VENDOR EMPANELMENT APPLICATION

M/shereby 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.
 - In the eventuality of appointing a subcontractor (with written approval of NSE), ensure that such sub-contractor shall also comply with Vendor Empanelment process and this Code of Conduct.
 - 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 rain water harvesting system
 - Follow the necessary Environment and e-waste policy.
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- **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
 - Commit for accident free environment.

- **Supply Chain:**
 - Encourage our vendors to comply with this code of conduct

- **Monitoring/Record Keeping:**
 - Maintain documentation necessary to demonstrate conformance to this code of conduct
 - 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 empanelment, in the event of any breach of this Code.

Name of the Authorized Signatory:

Designation:

Signature:

Date / Place:

Stamp of the Vendor:

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is made on this (Date) day of (Month) “**Effective Date**”)

By (vendors 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 vendor) (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.

2. 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.

3. 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.

- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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: _____