

600/-

COLLABORATION AGREEMENT

THIS Collaboration Agreement ("**Agreement**") is executed at Hyderabad on _____ day of February 2021 ("**Execution Date**") BY AND BETWEEN:

NSE Academy Limited a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra Kurla Complex, Bandra East, Mumbai 400051 represented by its authorized signatory Mr. Abhilash Misra, CEO (hereinafter referred to as "**NSE Academy**", which expression shall unless repugnant to the context shall mean and include their successors-in-interest and permitted assigns) of the ONE PART;

And

St Joseph's Degree & PG College (hereinafter referred to as **SJDPC**) which is an Autonomous College affiliated to Osmania University having its extended campus at 5-9-300, Caprotti Hall building, Gunfoundry, Abids, Hyderabad- 500001 represented through Rev. Fr. Dr. D. Sunder Reddy, Principal, who is duly authorised to sign and execute this Agreement on behalf of SJDPC the party of the Second Part;

For [Signature]

PRINCIPAL
St. JOSEPH'S DEGREE & PG COLLEGE

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The Deccan Merchants Co-op. Bank Ltd.
THE DECCAN MERCHANT CO-OP BANK LTD.
BRANCH: PLOT C/1, G BLOCK, BANDRA KURLA COMPLEX, BANDRA EAST, MUMBAI - 400051
AUTHORISED SIGNATORY
122753
70712
SPECIAL
ADHESIVE
FEB 08 2021
INDIA
STAMP DUTY
MAHARASHTRA
12:30
600/- #6515

NSE Academy and SJDPC are hereinafter individually referred to as 'Party' and jointly referred to as 'Parties'.

WHEREAS:

- A. NSE Academy is a subsidiary of National Stock Exchange of India Limited (NSE). NSE is one of the leading Stock Exchange in India. It in addition to various other businesses has incorporated NSE Academy, its wholly owned subsidiary, which carries out a number of educational initiatives such as certification programs, investor seminars, secondary and senior secondary school level programs, development of educational materials on financial markets etc. It promotes financial literacy and skill oriented financial markets programs and has also introduced an online examinations system for testing and certification called NSE Academy's Certification in Financial Markets. NSE Academy has also launched various international certificate & PG programs to empower and develop the skill sets that may enhance ability of younger generation further and also to be competitive in the international financial sector.
- B. St Joseph's Degree & PG College an Autonomous College which is an affiliate of Osmania University, was established by Hyderabad Archdiocese Society (HAES) in the year 1997. The Archdiocese established HAES in the year 1983 as a separate Educational Society. It has now 24 Institutions under its banner, including St. Joseph's Degree & PG College which is marching ahead on the path of excellence.
- C. To strengthen and create more value for the students to become aware, knowledgeable and empowered in the financial domain and also to be able to develop the skills to enable them to become self-sustained entrepreneurs, NSE Academy and the Second Party intend to conduct programs on financial markets (as defined under this Agreement) in joint collaboration and have thus decided to record the broad terms of their understanding into this Agreement for the areas identified for co-operation and commit to co-operate to the fullest extent.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

The terms listed below when used in this Agreement shall have the meanings attached to them. The terms listed below as used in this Agreement may be identified by the capitalization of the first letter of each principal word thereof.

1. **Agreement Term** shall mean three years from the date of execution.
2. **Confidential Information** means and includes any information disclosed by one Party to the other that may be in written, graphic, machine readable or other tangible form irrespective of whether the same is marked "Confidential", "Proprietary" or in some other manner to indicate its confidential nature.

for [Signature]

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[Signature]
Nse Academy Ltd.
Mumbai
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“Confidential Information” may also include; (i) Proprietary Information and (ii) Intellectual Property provided by one Party to the other for performance of the obligations under this Agreement.

Notwithstanding the foregoing, the term Confidential Information does not include information that is:

- a. Known publicly at the time it was disclosed or becomes publicly known through no fault or action of the receiving Party or any Breach of any confidentiality obligation;
 - b. Known to the receiving Party, without restriction, at the time of disclosure, provided the receiving Party can demonstrate such prior knowledge with adequate evidence;
 - c. Independently developed by the receiving Party without any use of the Confidential Information and by the employees or other agents of the receiving Party who have not been exposed to the Confidential Information, provided that the receiving Party can demonstrate such independent development with adequate evidence;
 - d. Becomes known to the receiving Party, without restriction, from a source other than the disclosing Party without breach by the receiving Party or otherwise in violation of the disclosing Party's rights;
 - e. Disclosed under operation of Law, except that the receiving Party will disclose only such information as is legally required and will use reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed.
3. **Programs on Financial Markets/program(s)/Course** means programs on financial markets as detailed in Annexure I of this Agreement.
 4. **Course Duration** means *duration of the Course* required or directed by the NSE Academy to complete.
 5. **Date of Commencement** means the date on which the Second Party start the Course in classroom through online medium.
 6. **End User or Authorized User or Candidates or students** - means the students, schools, colleges, universities, any academic institutions or any individual or career aspirant registered for the Course.
 7. **Execution Date** means the date of execution of this Agreement as stipulated in the beginning of this Agreement.
 8. **Governmental Authority** means and include the Government of India, any governmental, semi-governmental, administrative, fiscal, judicial, or quasi-judicial body, board, department, commission, authority, instrumentality, tribunal, court, agency or other authority exercising powers conferred by Laws.



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9. **Intellectual Property** means Clause 12.1 of this Agreement.
10. **Law** means all applicable national, foreign, provincial, local or other law including all applicable provisions of all: (a) laws (including common law), bye-laws, statutes, acts of state legislature or parliament, rules, regulations, ordinances, notifications, constitutions, decrees, treaties, codes, enactments, guidelines, policies, circulars, notices, directions, directives or orders of any Governmental Authority, statutory authority, court, tribunal having jurisdiction over the Parties; (b) administrative interpretation, directors, directives, injunctions, judgments, decrees, arbitral award, orders or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and / or of any statutory authority, court, tribunal having jurisdiction over the Parties; (c) international treaties, conventions and protocols; as may be in force from time to time.
11. **Product** means books, materials, software, e-learning, materials etc. developed/provided/ owned by the Second Party for the Course as provided in Annexure I of this Agreement.
12. **Representative** means accountants, counsel, consultant's officers, and directors, employees, agents and other advisors and representatives or any other person, duly authorized by either of the Parties.
13. **Site** means any department or library of the same campus of the Second Party where the Course will be conducted.

2. GENERAL INTERPRETATIONS

In this Agreement, except to the extent that the context otherwise requires:

1. References to a statute, ordinance or other Law shall be deemed to include any references to a statute, ordinance or other Law as amended, supplemented, re-enactments or replaced from time to time;
2. References to Clauses, Exhibits and Schedules are to clauses in and exhibits and schedules to this Agreement unless the context requires otherwise and they shall always be deemed to form part of this Agreement;
3. The headings are inserted for convenience only and shall not affect the construction of this Agreement;
4. The word "includes" or "including" wherever used in this Agreement shall always unconditionally be deemed to have been qualified with the word "but not limited to".

3. SCOPE OF AGREEMENT

3.1 Subject to the terms and conditions of this Agreement, the Parties agree to work together to jointly implement and conduct from time to time **Programs on Financial Markets**, for the students of the Second party

3.2 The rights and obligation of the parties are provided in Annexure I of this Agreement.



For [Signature]

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[Signature]

3.3 Any circulation of marketing/advertising material by Second Party, in relation to the Course shall be approved by NSE Academy. The Second Party acknowledges that it will adhere to the General Advertising Policy, General Code of Conduct and Brand Guidelines as provided in Annexures in this Agreement. The Brand Guidelines, General Advertising Policy and General Code of Conduct may be changed by NSE Academy from time to time and the same shall be intimated to the Second Party.

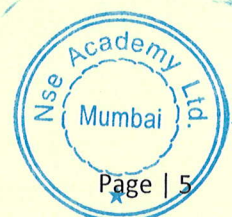
3.4 In case of any addition/deviation in the scope of services, schedules, any technical specifications, implementations, revenue sharing arrangement and other such details as may be mutually agreed between the Parties, the Parties may enter into a separate Statement of Services (Format of SOS is mentioned in Annexures) or may otherwise implement such changes in writing in the form and format as notified by NSE Academy .”

4. Payment of Course Fees ~~REVENUE SHARING:~~

1. The Parties shall mutually agree and decide the Course fee and its payment structure (detailed fee structure is mentioned in Annexure I).
2. SJDPC shall be - responsible for collection of the Course fee from End Users on time and maintain the details account of collection of fees. The Parties may agree on any different arrangement of collection of fees proposed by the NSE Academy and same shall be implemented by the Second Party without any rebuttal.
3. On collection of the fees, SJDPC would inform the NSE Academy the total collection per batch. NSE Academy shall raise an invoice and SJDPC shall remit ~~the part of the entire amount of Course Fees collected from the End Users~~ to the NSE Academy along with applicable taxes. The parties agree to also ensure compliance to various GST provisions namely, upload of GST etc. In the event party fails to upload the invoice, NSE Academy shall stand to recover the shortfall on Input Tax Credit
4. ~~The Parties shall agree to share the revenue as mentioned in Annexure I.~~ The Course fee are subject to change based on written mutual agreement by both the parties.
5. Both parties shall bear their respective taxes with respect to the respective share in the fees.

5. UNDERTAKING

The Second Party undertakes to refrain from entering into any type of business arrangement without the prior written consent of NSE Academy with any of the competitors of NSE Academy with respect to Course prescribed by the NSE Academy for any commercial, marketing or distribution or any other purpose which in the opinion of NSE Academy is detrimental to its interests or conflicting with the terms of this Agreement, during the subsistence of this Agreement. Any violation of this undertaking will make Second Party liable for any or all types of damages towards loss of any business, future profits whether direct or indirect, consequential or remote.



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For [Signature]

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[Signature]

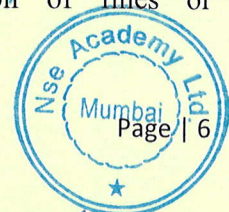
6. REPRESENTATION AND WARRANTIES BY THE PARTIES

It has been represented and warranted by the NSE Academy and Second Party that:

1. It has full power and necessary authority to enter into this Agreement and has not prohibited from entering into this Agreement either under Law or otherwise;
2. The execution of this Agreement for the promises, agreements or undertakings made by it under this Agreement do not violate any Law or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which it is a Party to or which is applicable to it;
3. There are no known pending actions, suits or proceeding, existing, threatened, anticipated or pending against it which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder, respectively.
4. Second Party shall promote the Course and mutually agree on the marketing strategies for promotion, marketing and awareness of the Course as mutually agreed between the Parties.
5. Both Parties shall make their best effort to do the marketing of the Course.
6. The Parties shall jointly responsible to award certificates to the End Users on successful completion of the Course.
7. The certificate will consist both of the Parties name and logo.
8. In the event of termination of the Agreement, the Parties shall irrevocably agree and responsible for their obligations till the Course duration from the Date of Commencement of last batch and duly fulfill their duties in good faith. In no event any of the Parties shall not discontinue or interrupt any of their respective service till the completion of the Course duration of last batch.
9. The NSE Academy shall not be liable for any expense borne by the Second Party and the Second Party will be responsible for all the expenses for its obligations under this Agreement.
10. Second Party represents and warrants that the Product provided by them for the purpose of the Course is the sole property of the Second Party and it does not infringe any third party rights (including but not limited to ownership).

7. INDEMNITY

1. NSE Academy shall at all times defend, indemnify and hold harmless the Second Party and its employees and its officers, directors, associates from the losses, costs, fines, penalties and damages arising out of all acts, omissions, negligence or faults, of the NSE Academy or anyone acting under the directions or control or on its behalf and all expenses (including any legal fees) incidental thereto:
 - i. Any acts, omission or statement by the NSE Academy or any person employed by or under contract that result in physical or mental injury (including death), loss or damage to any person or property;
 - ii. Any material breach by the NSE Academy under this Agreement or any revision, covenant, warranty or obligation herein;
 - iii. Failure by the NSE Academy to comply with the applicable Governmental Authority requirements or requirements of Law, that results in the imposition of fines or other penalties;



Fr. [Signature]

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[Signature]

iv. Any act of deliberate infringement of any patent, trademark, or copyright or any unauthorized use of any trade secret or any proprietary interest of any third party.

The aforesaid clause shall survive post termination of this Agreement.

2. Second Party shall defend, indemnify and hold harmless NSE Academy, its directors, officers, agents, employees, affiliates etc. against and in respect of any and all claims, damages, losses, liabilities, costs, expenses (including reasonable attorney fee) as a result of and/or arising out of (a) any failure/breach of Second Party or anyone acting on behalf of Second Party to comply with or perform any or all of its obligations, representations or warranties under this Agreement; (b) any loss, claim, action and/or proceeding brought against NSE Academy by any third party as a result of or in relation to infringement of any patent, trademark, or copyright or any unauthorized use of any trade secret or any proprietary interest of any third party by the Second Party; (c) any acts, omission or statement, miscommunication or any communication without the consent of NSE Academy or any commitment not agreed between the Parties, by the Second Party or any person employed by or under contract with the Second Party that result in physical or mental injury (including death), loss or damage to Third Person or property. The aforesaid clause shall survive post termination of this Agreement.

8. LIMITATION OF LIABILITY

1. Under no circumstances shall either Party be liable to other for any indirect, incidental or consequential damages (including loss of profit or business), howsoever arising, whether under any law of contract, tort or otherwise, even if informed the possibility of the same.
2. The total liability of NSE Academy under this Agreement shall at all times be limited to the total amount of revenue generated from the Program under this Agreement on an annual basis. This clause shall survive the termination and/or expiry of this Agreement.

9. INTELLECTUAL PROPERTY RIGHTS

1. "Intellectual Property Rights" (IPR) mean (a) all rights under all patents and patent applications, copyright Laws (or all rights accruing by virtue of copyright treaties and conventions), including, but not limited to, all renewals, extensions, reversions or restorations of copyrights now or hereafter provided by Law and all rights to make applications for and obtain copyright registrations therefore and recordation's thereof; (b) all rights to and under new and useful inventions, discoveries, designs, technology and art and all other patentable subject matter, including, but not limited to, all improvements thereof and all know-how related thereto, and all applications for and the right to make applications for patents, all patents that issue there from and all reissues, extensions, renewals, divisional applications and continuations (including continuations-in-part) thereof; (c) all trade secrets; (d) all trademarks, service marks and Internet domain names and the like throughout the world; and (e) all other intellectual and industrial property and proprietary rights throughout the world not otherwise included in the foregoing, including, without limitation, all techniques, methodologies and concepts and trade dress.

For [Signature]

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2. Nothing in this Agreement shall give either Party any rights to use any trade names or trademarks or any service marks (or the goodwill associated therewith) or any Intellectual Property which are used by the other, save as may be contained herein or as may be authorized by the latter in writing.
3. Second Party shall not use any Intellectual Property of NSE Academy in any advertising or promotional efforts except in the manner as agreed by the Parties without NSE Academy's prior written consent.
4. Second Party agrees, acknowledges and understands that the limited permission granted herein by NSE Academy to use the name and logo of NSE Academy for the purpose of marketing, branding and promotion of the Course does not in any manner convey/assign/license or transfer any proprietary interest / ownership/right in the name and logo of NSE Academy in favour of the Second Party in any manner whatsoever.
5. Neither Party during the course of performance of this Agreement desire nor intend to transfer any Intellectual Property Rights whatsoever with respect to any information that is proprietary to either of the Parties.
6. The Parties acknowledge that they will not acquire any right, title, or interest in the other Party's trademarks, trade names, service marks, copyrights, patents, ideas, concepts, designs, specifications, models, processes, software systems, technologies, and other Intellectual Property owned or developed by the other Party or licensed by the other Party from third party vendors.
7. Any third party claims related to the infringement of the Intellectual Property Rights pertaining to course modules shall be defended solely by second party. In case of any court order or if NAL has to defend for any such claim, second party hereby undertakes to reimburse any such cost imposed by the Court or the amount paid for defending the claims to NAL provided such claims are attributable to second party and has been proved by an order pronounced by a competent Court of Law.

10. DATA PRIVACY:

1. Second Party represents and warrants that its collection, access, use, storage, disposal and disclosure of any and all data, personal information of the NSE Academy and/or any End User shall comply in accordance with the provisions of the Data Protection Law and all applicable Laws, regulations wherever applicable at that time.
2. Further, NSE Academy hereby grant right to Second Party to report criminal acts relating to use and disclosure of personal information, personal data etc. to the Government Authorities instantly and shall notify NSE Academy as soon as possible about such reporting and should co-operate in each and every such instance for minimizing/stopping such disclosure, the Second Party shall share such information immediately with the NSE Academy.
3. Further, unauthorized disclosure or use of personal information and/or personal data by the Second Party and/or any of its agents, employees, directors, or anyone acting on behalf of Second Party may result in substantial harm and liability to the NSE Academy and hence the NSE Academy shall be entitled to seek equitable relief (including an injunction) in



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the event of a breach or threatened breach of these provisions and claim any damages as and when required.

4. Further, the Second Party shall defend, indemnify and hold harmless the NSE Academy and their subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any Third Party claim against the NSE Academy arising out of or resulting from the Second Party's failure to comply with any of its obligations mentioned hereunder.

11. TERM AND TERMINATION OF CONTRACT

11.1 This Agreement shall be valid for a period of [3years] commencing from the Execution Date of this Agreement ("Term")

11.2 The NSE Academy reserves the right to terminate the Agreement without prior notice to Second Party, if the Second Party or its Authorized Users commits default/violate any of the terms of this Agreement which will not be cured by the Second Party within a period of [30 days] notice. Any unauthorized use of the property/data provided by NSE Academy including Intellectual Property for the purpose of this Agreement or any fraudulent, abusive, or otherwise illegal activities can be grounds for termination of access/right to use.

11.3 Expiry or earlier termination of this Agreement will not prejudice any rights of the Parties that may have accrued prior thereto.

11.4 Upon the expiry of the Term or the prior termination of this Agreement, the Second Party shall forthwith:

1. Cease to use the any Intellectual Property provided by NSE Academy and remove all the details of Intellectual Property related information, if any, from its website within Three (3) business days of termination;
2. Ensure that it has settled all liabilities that may have arisen during the Term, if applicable;
3. Shall return/destroy all the materials/data /information/content provided or supplied to Second Party in the manner as instructed by the NSE Academy within Three (3) business days of termination.

12. MISCELLANEOUS

1. Confidentiality: All Confidential and proprietary information of a Party that is made known to the other during the term hereof shall receive in confidence and the receiving Party shall

Dr. Reddy

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not disclose or use the same for any purpose except for complying with its obligations hereof or to comply with any regulatory requirements or court order etc. (as applicable). In particular such information shall not be used for the benefit, financial or otherwise of the Second Party, its employees and directors or any Third Party. Upon termination or on a demand from the disclosing Party, all correspondence, documents and all materials or items belonging to such Party shall be handed over forthwith.

2. Relationship between Parties: The Relationship between the Parties is that of Principal-to-Principal. Further, nothing contained in this Agreement shall be deemed to imply or constitute either Party 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 other Party.
3. Assignment: The Second Party shall not be entitled to assign any of its rights or duties, liabilities and obligations hereof to any Third Party without the prior written consent of NSE Academy.
4. Force Majeure: The obligations to be performed by the Parties herein are subject to force majeure clauses and acts beyond the control of the Parties such as civil disturbance, riots, strikes, earthquakes, storm, tempest, acts of God, emergency, endemic, pandemic, quarantine restrictions etc.
5. Anti-Corruption and Anti-Bribery: With respect to this Agreement, the Parties acknowledges and agrees that the statutes of Prevention of Corruption Act, 1988 and Prevention of Money Laundering Act, 2002 prohibit its End Users and employees/ officers from offering, paying or authorizing any financial or other advantage to be given to any official or employee of any Governmental Authority or political party, political candidates or employees of government enterprises (each, an "Official") for the purposes of (1) obtaining a proper business advantage; (2) influencing such Official to take, or not to take, any action or decision; or (3) inducing such Official to use his or her influence to affect any act or decision of a Governmental Authority.

The Parties shall be obligated to comply with all applicable Laws related to bribery, corruption and related matters as per the prevailing Laws in India including but not limited to Prevention of Corruption Act 1988 and Prevention of Money Laundering Act 2002.

6. 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.
7. The Parties agree that they shall not make any public announcement, including press statements, or statements on the social media, and/or any disclosure of any nature whatsoever to any person concerning the transaction and the terms and conditions contained in this Agreement without the prior written permission of the other Party.



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Handwritten signature in blue ink.

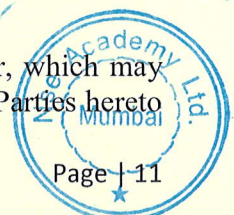
8. If any part, term or provision of this Agreement, is held to be invalid or unenforceable, the same shall not affect the validity or enforceability of any part of provision of this Agreement which shall remain in full force and effect.
9. Waiver: A waiver by any Party of any provision of this Agreement or a breach shall not be deemed to constitute a subsequent or future waiver of the same or any other breach of this Agreement.
10. Amendment: This Agreement shall not be amended, modified, altered or changed in any way except by a writing executed by each Party.
11. Notices: All notices, communications and other correspondence required or permitted by this Agreement shall be in writing and shall be sent to all the Parties simultaneously by (a) Email with confirmation copy sent by registered first class airmail, (b) by registered Post, return receipt requested and postage prepaid, to the following address:

In the case of Second Party to: Fr Dr D Sunder Reddy
Designation: Principal
Address: St Joseph's Degree & PG College
5-9-300, Caprotti Hall building,
Gunfoundry, Abids,
Hyderabad- 500001
Email: sunderdodda28@gmail.com

In the case of the NSE Academy to: Mr. Abhilash Misra
Designation: Chief Executive Officer
Address: National Stock Exchange of India Ltd.,
Exchange Plaza, C-1, Block G,
Bandra Kurla Complex,
Bandra (E)
Mumbai – 400 051
Contact No.: 022 2659 8100
Email: abhilashm@nse.co.in

All such notices, communications and correspondence shall be sent and deemed to have been received only if the same has been sent to all the Parties as follows: (i) if by Email along with a delivery and read receipt upon receipt of the confirmation copy; and (ii) if by courier or registered, first class airmail, upon receipt or refusal of delivery. A Party may change the address to which notices are to be sent by a notice complying herewith to that effect. All notices will be in English.

12. Governing Law: The formation, validity, performance interpretation and enforcement of this Agreement shall be governed only by the Laws of India.
13. Dispute Resolution: All disputes, differences, claims and questions whatsoever, which may arise either during the subsistence of this Agreement or afterwards between the Parties hereto



For [Signature]

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Abhilash Misra

and/or their respective representatives or any clause or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained herein shall be in the first place settled by mutual discussions between the Parties. However, if the Parties fail to settle the dispute, the same shall be referred to and settled by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof ('Act') for the time being in force. The arbitration will be conducted by a Sole Arbitrator who shall be mutually appointed by the Parties. In case of disagreement over the appointment of the Sole Arbitrator, the Sole Arbitrator shall be appointed in accordance with the provisions of the Act. The arbitration shall be held at Mumbai and be conducted in English language. Any award made in such arbitration shall be binding on the Parties.


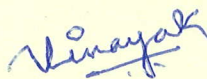


14. Jurisdiction: Disputes between the Parties shall be subject to the exclusive jurisdiction of the courts at Mumbai.

13. AUDIT RIGHTS

During the term of this Agreement and for a period of 3 years after the date of its termination/expiry, NSE Academy shall have the right, during normal business hours and upon reasonable notice to Second Party to audit on a confidential basis, not more than thrice (three times) in any twelve (12) months period, the relevant books, records and accounts of Second Party the respective offices of the Second party.

IN WITNESS WHEREOF the Parties have appended their signature on the day, month and year mentioned above in token of having accepted the above terms and conditions.

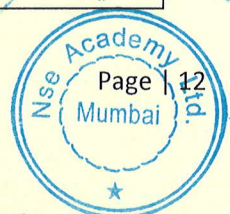
Signed for and on behalf of

<p>For NSE Academy Ltd.</p> <p></p> <p>Name: Abhilash Misra Title: Chief Executive Officer</p> <p>In the Presence of Witness:</p> <p></p> <p>1. G S VINAYAK</p>	<p>For St Joseph's Degree & PG College</p> <p></p> <p>Name: Dr D Sunder Reddy Title: Principal</p> <p>In the Presence of Witness:</p> <p></p> <p>1. Dr Vani Hariprabha</p>
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Annexure I:

NSE Academy and SJDPC agreed to collaborate to offer the following Course(s) to strengthen and create more value for the students and empower them in the financial domain:

(i) **Demystifying Derivatives**

- It is an online classroom program that comprises of a series of lectures, discussions, assignments and an Offline Examination.
- To be offered to Students pursuing UG or PG courses with SJDPC
- Duration of the course will be 30 hours including lectures, discussions, assignments which must be completed over a period of one semester.

Course Syllabus:

- **Introduction to Derivatives**

Basics of Derivatives, History & Evolution of Derivatives & Types of Derivatives, Participants in a Derivatives Market, Economic Function & Need for Derivatives Market

- **Understanding the Functions of Stock Market**

Interest Rates and its Importance, What is a Stock Index and its significance, Index Construction its attributes and application, Nifty and Other indices

- **Derivative Instruments - Futures**

Forward Contracts and its Limitations, Introduction to Futures, Futures Vs Forwards, Futures on Exchanges & its terminology. Stock Futures & Index Futures. Pricing and Pay off for Future Contracts. Understanding Beta and its Importance in Trading. Applications of Futures & Hedging using Future Contracts. Illustrations, Practical training, Examples and Assignments

- **Derivative Instruments - Options**

Introduction to Options and its terminologies in Stock Market, Futures Vs Options, Option Pay offs and application of Options & Popular Option Trading Strategies. Illustrations, Practical training, Examples and Assignments

- **Option Greeks**

Understanding Option Variables. Black Scholes Merton Options Pricing Model. Understanding Option Greeks and Volatility

- **Trading of Exchange Traded Derivative Contracts**

Client Broker Relationship, F&O Trading System, Order Processing and Matching. Open Interest, Criteria for Stock & Index Derivatives, F&O Market Instruments

- **Clearing & Settlement**

Clearing Mechanism, Entities and Settlement Procedure. Risk Management and Understanding SPAN Margin

- **Other Derivatives**

Introduction to Currency Derivatives & Commodity Derivatives



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- **Regulatory Framework & Accounting for Derivatives**

SCRA 1956 & SEBI Act 1992 and Regulations for Derivatives Trading

- **Position Limits and Client Margins**

Accounting & Taxation of Derivative Transactions

Deliverables

NSE Academy Deliverables:

- NSE Academy will provide study material for the said Course in pdf format (i.e. soft copy) for the agreed Course(s) to SJDPC, which shall be distributed to the candidates.
- NSE Academy jointly with SJDPC will issue a course completion certificate to all successful students after each semester.
- NSE Academy to provide shall provide trainer for delivery of the content for the agreed Course(s).

SJDPC Deliverables:

- SJDPC shall be responsible to enrol the Candidates for the aforesaid Course and collect Course Fees from such enrolled Candidates and further disburse/pay/transfer to NSE Academy the entire Course Fees amount collected from the Candidates.
- SJDPC must provide adequate infrastructure for delivering, training and for conducting the Course examination.
- SJDPC shall share the details of Candidates enrolled for the Course batch wise before commencement of the Course with NSE Academy.

Fees and Payment

Course Fees for the aforesaid program shall be Rs 2,000/- (incl GST) per student and SJDPC shall transfer/pay the total Course Fees amount in favor of NSE Academy share of fees will be 100% of the Course Fees ("Course Fees"). Total Course Fees shall mean the total amount collected from all Candidates enrolled under the said Course. (for example, if total candidates enrolled are 55, Total Course Fees shall be $55 \times 2000 = \text{Rs. } 1,10,000$)

SJDPC shall transfer the Total Course Fees collected from all the Candidates enrolled for the Course to NSE Academy within 7 days of commencement of classes to NSE Academy by way of fund transfer via netbanking or by demand draft drawn in favour of "NSE Academy Limited" payable at par.

Minimum Batch size

SJDPC to enroll minimum 30 students per batch (even if the minimum batch size criteria is not fulfilled for the said program, SJDPC shall be liable to pay Total Course Fees to NSE Academy for at least 30 students i.e an amount of Rs 60,000/- (Rupees Sixty thousand only)



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Annexure II - Brand Guidelines

NSE Brand Guidelines has been attached separately

Annexure III- General Advertising Policy

1. Information mentioned in the advertisement should be accurate, true, fair, clear, complete, unambiguous and concise.
2. The advertisement does not contain statements which are false, misleading, biased or deceptive, based on assumptions/projections.
3. The advertisement does not contain any misleading or deceptive testimonials or have an inappropriate content.
4. The advertisement does not contain statements which directly or by implication or by omission may mislead the applicant for the course.
5. The advertisement does not contain any statement designed as likely to be misunderstood or likely to disguise the significance of the statement.
6. The advertisement does not contain any slogan that is exaggerated or unwarranted or slogan that is inconsistent with or unrelated to the nature and risk and return profile of the product.
7. The advertisement does not contain any statement which directly or indirectly discredits other advertisements or make unfair comparisons.
8. Any Superlative terms, such as best, no. 1, one of the best, among market leaders, etc. is not mentioned.
9. Statistical information, charts, graphs, etc. used, if any is being supported by their source.
10. If there are any advertising claims expressly stated that is based on or supported by independent research or assessment, the source and date of the same is indicated in the advertisement.
11. Advertisements should be truthful, responsible and not in conflict with the prevailing laws and regulations.
12. Advertisements should not be offensive nor degrade the dignity of the nation, religious faiths, moral ethics, traditions, culture, and any race or interest group.
13. Advertisements should be inspired by the principle of sound competition.



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Annexure IV- General Code of Conduct

1. To be honest and truthful in all their dealings and do not deliberately mislead or deceive others by misrepresentations, overstatements, partial truths, selective omissions, or any other means.
2. To be open, honest and clear in all your communications, particularly regarding your products and services.
3. To provide clear information and keep people appropriately informed throughout the selling process.
4. To be respectful of confidentiality pertaining to the set of rules and promises that restrict unauthorized dissemination of information.
5. To avoid bribery and corruption.
6. To be loyal and demonstrate fidelity and loyalty to persons and institutions by friendship in adversity, support and devotion to duty; they do not use or disclose information learned in confidence for personal advantage.
7. To be fair in all dealings and not to exercise power arbitrarily. Not to gain or maintain any advantage nor take undue advantage of another's mistakes or difficulties.
8. To show concern to others and should be caring, compassionate, benevolent and kind; they help those in need, and seek to accomplish their business objectives in a manner that causes the least harm and the greatest positive good.
9. To respect human dignity, autonomy, privacy, rights, and interests of all those who have a stake in their decisions; they are courteous and treat all people with equal respect and dignity regardless of sex, race or national origin.
10. To abide by all the laws rules and regulations relating to their business activities.
11. To be committed to excellence in performing their duties, are well informed and prepared, and constantly endeavor to increase their proficiency in all areas of responsibility.
12. To maintain good reputation and morale by engaging in no conduct that might undermine respect and by taking whatever actions are necessary to correct or prevent inappropriate conduct of others.
13. To be accountable and to accept personal accountability for the ethical quality of their decisions and omissions to themselves, their colleagues, their companies, and their communities.

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