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NSE Academy Limited

Article 5 General Agreement

Not Applicable

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(Zero)

NSE Academy Limited

Goswami Ganesh Dutta Sanatan Dharma College

NSE Academy Limited

(One Hundred only)



Please write or type below this line.....

RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT ("Renewal Agreement") is made at Mumbai on this 17th day of September 2021

BY AND BETWEEN:

NSE Academy Limited, a company incorporated under the provisions of the Companies Act, 2013, having its registered office at Exchange Plaza, Plot C/1, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai -

1 | Page

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Chandigarh

400 051 (hereinafter referred to as "NAL" or "NSE Academy" which expression shall unless otherwise provided includes its successors, group companies, affiliates and permitted assigns) of the One Part;

AND

Goswami Ganesh Dutta Sanatan Dharma College, Sector 32, Chandigarh – 160030 (hereinafter referred to as "GGDSDC") represented by its authorized signatory Dr. Ajay Sharma, Principal-Goswami Ganesh Dutta Sanatan Dharma College the Other Part.

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

WHEREAS

- A. The Parties had entered into an agreement on 23 September 2016 ("Commencement Date") for a period of 3 (three) years ("Term") in relation to the launch of NSE Academy's Certified Capital Market Professional Course in joint collaboration ("Principal Agreement").
- B. The Principal Agreement expired after completion of Term of 3 (three) years from the Commencement Date i.e., on 22 September 2019.
- C. The Parties are desirous of renewing the terms and conditions of the Principal Agreement and amending certain provisions of the Principal Agreement in accordance with this Renewal Agreement.
- D. The Parties are now entering into this Renewal Agreement for recording the said terms to writing and accordingly for renewing and amending the Principal Agreement.

NOW THIS RENEWAL AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The term of the Principal Agreement is extended for a further period of 3 (three) years and hence shall be deemed to have commenced from 23 September 2019 to 22 September 2022.
- 2. Clause 3.1 of the Principal Agreement shall be deleted and substituted with the following clause:

"The Course Fees for the session 2021-2022 consists of base Course Fees i.e., Rs. 18000/-(Rupees eighteen thousand only) per Candidate plus applicable goods and services tax (GST) and any other taxes as may be applicable. The base Course Fees may be subject to revision if mutually agreed between the Parties in writing."

De de my 1/2 / White Mark

2 | Page Principal GGDSD College Sector 32-C, Chandigarh 3. The following clauses shall be added after Clause 15 in the Principal Agreement:

"16. Data Protection: GGDSDC 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 framed thereunder ("Data Protection Legislations"). Notwithstanding anything to the contrary contained herein or any other incidental document, GGDSDC hereby agrees and understands that NAL shall place absolute reliance on the details, information and data (including sensitive personal data) pertaining to the Candidates ("Data"), as provided by GGDSDC in accordance with the provisions of this Agreement, and shall not verify the accuracy, correctness or completeness of such Data or conduct any due diligence for the same. Further, the GGDSDC shall, at all times, collect, use, store and process the Data strictly and solely for the duration and purposes of this Agreement and destroy and delete the Data in accordance with the applicable Data Protection Legislations.

GGDSDC shall indemnify, defend and hold NAL, its directors, officers, agents, affiliates, subsidiaries, group companies or employees harmless of, from and against all losses, damages, claims (including any third party claims), penalties, liabilities and expenses, (including without limitation the fees and expenses for attorneys) that may be imposed upon, brought against, incurred or asserted against NAL, arising as a result of or in connection with any breach of or non-compliance with this Clause by GGDSDC.

In addition, GGDSDC hereby agrees, confirms and affirms that it shall not collect, process, store or use any data (personal or otherwise) pertaining to NAL/its business/its customers, for any reason whatsoever, without the prior written consent of NAL. In the event such consent is provided by NAL, 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. Anti- Money Laundering: GGDSDC shall, during the subsistence of this Agreement, comply with all applicable laws and other governmental or regulatory requirements and guidelines which may be in force 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 over GGDSDC (collectively the "Money laundering Laws"). GGDSDC confirms that no suit or proceeding is pending by or before any court or governmental agency or authority etc. involving GGDSDC with respect to Money laundering Laws."

"18. Anti-bribery and corruption: GGDSDC is aware of and understands its obligations under anti-bribery and corruption laws and shall at all times ensure that its directors, personnel, officers, agents, employees or other persons acting on its behalf in relation to the activities undertaken for the purposes of the Agreement are aware of and comply with both the letter and

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3 | Page

GGDSD College Sector 32-C, Chandigarh spirit of the applicable anti-bribery and 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 GGDSDC to be in violation of applicable anti-bribery and corruption laws."

- 16. Save and except to the extent as provided for herein, all terms and conditions of the Principal Agreement shall remain in full force and effect during the renewed period.
- 17. In the event of a conflict or inconsistency between this Renewal Agreement and the Principal Agreement, the provisions of this Renewal Agreement shall prevail to the extent of such conflict or inconsistency.
- 18. This Renewal Agreement forms a part of the Principal Agreement and may be executed in counterparts, each of which shall constitute an original and both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands this day, month and year first mentioned hereinabove.

SIGNED AND DELIVERED by the within named)

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Mr. Abhilash Misra, Chief Executive Officer (for and on behalf of M/s NSE Academy Limited.)

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SIGNED and DELIVERED by the within named)

Dr. Ajay Sharma, Principal (for and on behalf of Goswami Ganesh Dutta Sanatan Dharma College)

Principal

GGDSD College

Sector 32-C, Chandigarh

In the presence of Witnesses

Dr. Yash Pal Taneja
Dean, Development

Goswami Ganesh Dutt Sanatan Dharma College

 Mr. Abhishek Dave Chief Manager NSE Academy Ltd.

