

**NDML KYC REGISTRATION AGENCY
TERMS AND CONDITIONS**

1. The Intermediary shall abide by the KYC (Know Your Client) Registration Agency Regulations, 2011 as amended from time to time and Rules made thereunder or Circulars & Guidelines issued by SEBI in this regard, the operational and system procedure manual/ circulars/ directives / guidelines / notices issued or prescribed by NDML or by SEBI from time to time in respect of its services, facilities and activities related to the KYC process and usage of the services of KYC Registration Agency (KRA). The Intermediary shall ensure that all its directors, employees, agents, franchisees, representatives, associates etc. adhere to all provisions of these Terms and Conditions.
2. The rights and obligations of the Intermediary arising out of the Terms and Conditions contained herein shall be independent and separate from the rights and obligations, if any, of the Intermediary towards NSDL and/or NDML, that may arise out of its activities for any other project under agreements for such activities.
3. The Intermediary shall implement and maintain the operational environment including equipment, software, personnel, and the services necessary including the means of communication and the necessary telecommunication protocols with NDML to receive/collect, process, record the KYC information and transmit the same to NDML and forward the KYC documents to NDML or any other authorised agency, as specified by NDML from time to time.
4. The Intermediary shall access and use KRA application only for details of such persons who approach them to trade/invest/deal with them. If any errors or discrepancies are observed in the data and records provided by the intermediary and notified by NDML, Intermediary shall take immediate and suitable steps at its own cost to rectify the errors or discrepancies to the satisfaction of NDML.
5. The Intermediary shall maintain all information received in the strictest confidence and trust and shall not disclose the same to any person without obtaining prior written approval of NDML. The information received by Intermediary from KRA may be used only for such purposes as envisaged under the KYC (Know Your Client) Registration Agency Regulations, 2011 and for no other purpose. In the event, the Intermediary becomes legally compelled to disclose any confidential information; it shall give sufficient notice to NDML so as to enable NDML to seek timely protective order or any other appropriate relief. If such order or other relief cannot be obtained, then NDML shall authorise the Intermediary to make such disclosure of the Confidential Information only to the extent that is legally required of it and no further. The Intermediary shall ensure that a similar obligation as provided above shall be cast on its directors, employees, agents, franchisees, representatives, etc. and hereby agrees that NDML may treat any breach of this obligation by such persons as a breach by Intermediary and take appropriate measures against the Intermediary as it deems fit.
6. The Intermediary shall maintain proper records in respect of its activities and obligations arising out of operations of KRA Intermediary.
7. The Intermediary shall implement the detailed procedures regarding the controls, systems, procedures, and safeguards as specified by NDML and keep NDML informed about the same from time to time.
8. The Intermediary acknowledges that the software for KRA is the legal property of NDML. The permission given by NDML to access and use KRA will not convey any proprietary or ownership rights in the above software. The Intermediary shall not attempt to modify, translate, disassemble, decompile or reverse engineer the underlying KRA software or create any derivative product based on that software.
9. The Intermediary shall notify NDML within seven days, of any change in the details set out in the application form submitted to NDML or furnished to NDML from time to time.
10. The Intermediary shall pay such fees and charges and any deposits or other amounts that may be payable to NDML in accordance with the charges as specified by NDML. All costs relating to operations and use of KRA system by the Intermediary shall be borne by the Intermediary.
11. In case of any default or delay on the part of the Intermediary to pay any of the amounts specified above within a period of fifteen days from the date on which the payment has become due the Intermediary will be liable to pay interest at such rate being not more than 24 % or such other rate as may be specified by NDML from time to time for the period of delay.
12. The Intermediary shall indemnify NDML against any loss or legal costs or liabilities incurred by NDML due to any act of omission, commission, negligence, misfeasance, fraud, willful misconduct errors or default on its part in performing its role as a KRA user.
13. In the event of discontinuation of registration with NDML KRA, the Intermediary shall continue to be bound by the rights and liabilities of Intermediary arising out of matters which have taken place prior thereto.
14. Notices: NDML may give notices in the following manner:
 - a. Notice to the Intermediary shall be given in writing by delivering them by hand or by sending them by post to the address registered with NDML or at the email address registered with NDML.
 - b. In addition, NDML may also publish notices or circulars of general nature, which are applicable to all registered Intermediaries, on its Website. Such notices will have the same effect as a notice or circular served individually to each Intermediary.
15. Governing Law: These terms and conditions and / or the use of the services provided through KRA shall be governed by the laws of the Republic of India and no other nation. The Intermediary and NDML agree to submit to the exclusive jurisdiction of the Courts located in Mumbai, India as regards any claims or matters arising under these terms and conditions.
16. NDML may suspend, restrict or terminate the usage of KRA system by the intermediary after giving appropriate notice explaining the reasons for the same if NDML observes non compliance by the intermediary to the Regulations or provisions of these terms & conditions or observes repeated issues relating to quality of operations or issues relating to misuse of KRA system or non – payment of charges.
17. Change of Terms and Conditions: NDML has the absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days for such changes.

We hereby accept the above terms and conditions and agree to abide by and to be bound by the same.

Signature:

Name of the Authorised Signatory:

Stamp of the Intermediary:

Date:

Place: