INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

₹100

e-Stamp

Certificate No.	:	IN-DL89519403441460W
Certificate Issued Date	:	15-May-2024 03:55 PM
Account Reference	:	IMPACC (IV)/ di942203/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL94220336428901983293W
Purchased by	:	NSE Academy Limited
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	Jaypee Institute of Information Technology Noida
Second Party	:	NSE Academy Limited
Stamp Duty Paid By	:	NSE Academy Limited
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

सत्यमेव जयते
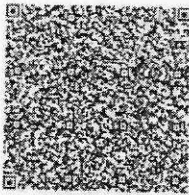
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NSE SMART Subscription Agreement

This Subscription Agreement ("**Agreement**") is in between,

NSE Academy Ltd (hereinafter referred to as "Licensor"), 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

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VICE CHANCELLOR
Jaypee Institute of Information Technology
Deemed University, U/S 3 of the UGC Act
A - 10, Sector - 62, Noida (U.P.)

Kurla Complex, Bandra East, Mumbai 400051 (NSE Academy includes its successors-in-interest and permitted assignees); the party of the First Part

And

Jaypee Business School, ("Subscriber" which definition shall mean to include its affiliates and subsidiaries), a constituent unit of Jaypee Institute of Information Technology (JIIT) having its campus at Sector – 62, Noida. Jaypee Business School represented by its authorized signatory Prof. (Dr.) B R Mehta, Vice Chancellor the Second Part

WHEREAS:

NSE Academy a wholly owned subsidiary of National Stock Exchange of India Limited (NSE). It carries out a number of educational initiatives such as certification programs, investor seminars, secondary and senior secondary school level courses, development of educational materials on financial markets etc. It promotes financial literacy and skill oriented financial markets courses and has also introduced an online examinations system for testing and certification called NSE's Certification in Financial Markets (hereinafter called as NCFM). NCFM is an online testing system, a revolutionary concept in administration of examinations and the only one of its kind today in the country. NSE has also launched various international certificate & PG programs to empower and develop the skill sets that many enhance their ability further and also to be competitive in the international financial sector. Subscriber is a business school.

NSE Academy have developed an application software called NSE SMART (herein referred to as Application) which establishes a simulated trading lab to provide practical training experience in Capital Market for its users and it helps in building analytical capabilities and strong decision making skills without the risk of losing real money.

JIIT established in 2001, is a premier Institute of Engineering and Management with two campuses (at Sector-62 & Sector 128) in Noida and offers B.Tech, M.Tech, M.Sc, MBA, BBA, BCA & Ph.D. in different streams of Engineering, Science and Management. JIIT was granted Deemed to be University status under section 3 of UGC Act 1956 in 2004. JIIT is an AICTE approved institution since 2018. Accredited by NAAC with A grade in 2023. JIIT established a Digital Learning Centre that comprises of state-of-the-art multimedia studio, discussion and chroma studios, a 100-seater review cum lecture room supported by automated control, editing, and simulation and animation infrastructure.

Jaypee Business School was established in 2007 a constituent unit of JIIT, Noida with a vision to be a centre of excellence for grooming management professionals for providing leadership in industries organizations and venture into entrepreneurship. It is currently offering full time BBA, MBA and PhD Courses

(A) The Subscriber wishes to avail the Services of the Application for its registered students and employees and NSE Academy have agreed to provide such Services as per the terms and condition of this Agreement.

2 | P a g e

VICE CHANCELLOR
Jaypee Institute of Information Technology
Deemed University, U/S 3 of the UGC Act
A - 10, Sector - 62, Noida (U.P.)

(B) The Parties are now entering into this Agreement for the purpose of recording such terms and conditions relating to the Services.

NOW THEREFORE, THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1.   In this Agreement, unless the context otherwise requires the following words and expressions shall have the following meanings:-

1.1.1   "**Affiliates**" of a Person (the "Subject Person") means: (i) in the case of any Subject Person other than a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person; and (ii) in the case of any Subject Person that is a natural Person, any other Person that, either directly or indirectly through one or more intermediate Persons, controls, is controlled by or is under common control with the Subject Person or that is a Relative of the Subject Person. For purposes of this definition, "control" means the power to direct the management or policies of a Person, whether through the ownership of over 50% (fifty percent) of the voting power of such Person, through the power to appoint over half of the members of the board of directors or similar governing body of such Person, through contractual arrangements or otherwise.

1.1.2   "**Effective Date**" shall mean the date of execution of agreement.

1.1.3   "**Intellectual Property Rights**" means all perpetual and worldwide rights, title and interest of every kind, nature and media, whether now known or hereafter devised, including, without limiting the generality of the foregoing, all tangible and intangible property and rights of every kind and nature (including, without limitation, copyrights, patents, trademarks) in and to any ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, synthesis protocol, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, proprietary techniques, research projects, and other confidential and proprietary information, databases, data, documents, instruction manuals, records, memoranda, notes and user guides, literary property right, personal right, moral right, musical, dramatic or other literary material of any kind whether protectable or not under any other intellectual property law.

1.1.4 "**Users**" shall means students/candidates/faculties who have opted/ nominated for accessing the Application through the Subscriber.

1.1.5 "**Data**" shall means the delayed feed of equity, derivative, currency derivative market to the Application.

Material Breach : Shall mean the breach which defeats the purpose of the contract and the performance of the contract thereof which in turn leads to non performance of the contract.

2. SERVICES

2.1 Licensor will set up and provide access and support of its Application which establishes a simulated trading lab to provide practical training experience in Capital Market. The access of the Application will be made available to the Subscriber after 15 days from the Effective Date of this Agreement.

2.2 The details of the service plan is provided in **Annexure A** of this Agreement.

3. TERM AND TERMINATION

3.1 This Agreement shall come into effect on and from the Effective Date and shall remain in force for 3 years from the Effective Date ("**Term**").

3.2 **Lock-in:** None of the Parties herein shall be entitled to terminate this Agreement for period of 3 years from the Effective Date except for Termination on default as provided below.

3.3 **Termination on Default:** This Agreement may be terminated (i) immediately by a written notice by the non-defaulting Party in the event the other Party commits a material breach of the Agreement and is unable to rectify it within 30 days of having received a written notice; or (ii) if the other Party files for or is placed into bankruptcy, liquidation or company reorganization processing or such other proceedings having similar effect; or (iii) if a receiver is appointed over any part of such other Party's business or if an administration order is made in respect of such other Party.

3.4 Either Party may terminate this Agreement post Lock in period without assigning any reason whatsoever by providing a written notice of not less than 30 (thirty) days to other Party.

3.5 It is clarified, for the avoidance of doubts that in the event the Parties are unable to reach an agreement for renewing this Agreement or the Parties mutually agree to not renew this Agreement for any term beyond the Term, this Agreement shall stand terminated at the end of the Term. Any such renewal shall be carried out through written instrument signed by all the Parties.

4. CONSEQUENCES OF TERMINATION

4.1 Upon earlier termination of this Agreement in accordance with the terms and conditions herein, each Party shall, subject to the provisions of this Agreement, pay to the other Party on the date of termination any amount then payable by such Party under and in accordance with this Agreement.

4.2 The provisions of the Clause such as Intellectual Property rights, Confidentiality obligations, Indemnity & Limitation of Liability and Dispute Resolution shall survive termination of this Agreement.

5. SUBSCRIPTION FEE

The Subscriber shall pay the subscription fees as specifically mentioned under in **Annexure B.** The parties may revise the same on mutually agreed terms after the completion of the current agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 The Parties agree that all right, title and interest in and to all intellectual property arising from or derived from the Application belongs to and vests exclusively with the Licensor. The Licensor reserves the right to use the Application in any manner it deems fit subject to the terms of this Agreement. The Subscriber agrees that during or after the term of this Agreement, it shall not assert or claim any interest in, or assert or do anything that may adversely affect the Licensor's ownership of, or the validity of, the intellectual property and proprietary rights of the Licensor in or relating to the Application.

6.2 All the Data which are available through the Application, including the deep links and the associated metadata, etc., are exclusive property of the Licensor. All rights reserved, the Subscriber agrees not to reproduce, modify, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any content or Data received through the Application to anyone, without the express prior written consent of the Licensor. No abstract or any part thereof may be reproduced, sold, rented, published, licensed or transmitted in any form or by any means, electronic, photocopying, or otherwise, without prior written permission of the Licensor.

6.3 The Licensor herein grants the Subscriber, a non-exclusive, limited, non -assignable, non-transferable permission to use the **Application**. Nothing in this Agreement shall be interpreted or construed to mean that the Licensor has provided any rights or licenses of the Application to the Subscriber.

6.4 Nothing in this Agreement shall give the Subscriber or licensor any rights to use any logo, trade names, trademarks or any service marks (or the goodwill associated therewith) or any Intellectual Property of the Licensor without prior written permission of other Party.

7. DISCLAIMER

7.1 Save as contained in this Agreement, the Licensor or its Affiliates, agents and partners do not warrant the accuracy, completeness, correctness, merchantability or fitness of the Data available through the Application and in no event will the Licensor or its Affiliates, agents or partners be liable to the Subscriber or anyone else for any decision made or action taken by Subscriber in reliance on such Data.

7.2 The Licensor warrants that (i) the Application does not contain any malicious code that could adversely affect the current operation, security or integrity of Subscriber's system; (ii) the Application and its contents is presently not subject to any such claim or claims for infringement, and if the Licensor becomes aware of any such claim or any facts upon which such a claim could be based, Licensor will promptly notify the Subscriber, (iii) The Licensor will ensure to provide timely upgrades to the Application as and when available at no additional cost.

7.3 The Licensor agrees that its network, operating system and the software of its platform, web servers, databases, and computer systems (collectively, "**Systems**") will be properly configured to securely operate the Application. However, it is agreed that the Licensor shall provide the Systems on a best effort basis and shall not be liable for failure of the Systems or for any loss, damage, or other costs arising in any way out of:

(a) Telecom network or system failures including failure of ancillary and/or associated systems, or fluctuation of power, or other environmental/technical conditions;

(b) Act of God, fire, flood, war, act of violence, or any other similar Force Majeure event;

(c) Any incidental, indirect, special or consequential damages including without limitation of loss of profit.

In the event of any security deficiency or intrusion involving the integration of the Application, the Licensor will report such security deficiencies in or intrusions to the Systems to the Subscriber. The Licensor will work with the Subscriber to correct any security deficiency, and will disconnect any intrusions or intruder.

8. CONFIDENTIAL INFORMATION:

Each Party agrees and undertakes that it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, employees (including those on secondment), legal, financial and professional advisors, consultants and bankers (collectively, "Representatives") do not reveal, to any third party any Confidential Information without the prior written consent of either Party, as the case may be. The term "Confidential Information" as used in this Agreement means (i) any information concerning the organisation, business, intellectual property, technology, trade secrets, know-how, finance, transactions or affairs of either Party, their Subsidiary or Affiliates, directors, officers or employees (whether conveyed in written, oral or in any other form and whether such information is furnished before, on or after the date hereof); (ii) any information whatsoever concerning or relating to (a) any dispute or claim arising out of or in connection with this Agreement or (b) the resolution of such claim or dispute; and (iii) any information or materials prepared by or for a Party or its Representatives that contain or otherwise reflect, or are generated from, Confidential Information. The provisions of this Clause 8 shall not apply to:

(i)   disclosure of Confidential Information that is already in the public domain or becomes generally available to the public other than through the act or omission of or as a result of disclosure by or at the direction of a Party or any of its Representatives in breach of this Agreement;

(ii)   disclosure by a Party to its Representatives provided such Representatives are bound by similar confidentiality obligations;

(iii)   disclosure, after giving prior notice to the other Parties to the extent practicable under the circumstances and subject to any practicable arrangements to protect confidentiality, to the extent required under the rules of any stock exchange or by applicable laws or governmental regulations or judicial process or generally accepted accounting principles applicable to any Party;

(iv)   Confidential Information acquired independently by a Party from a third party source not obligated to the Party disclosing Confidential Information to keep it confidential;

(v)   Confidential Information already known or already in the lawful possession of the Party receiving Confidential Information as of the date of its disclosure;

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Each Party represents,warrants and covenants to the other that:

(a) it has the full power and absolute authority to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereby and, it is duly incorporated or organised with limited liability and validly existing under the laws of the jurisdiction of its incorporation or organisation.

(b) the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action of such Party.

(c) the execution, delivery and performance of this Agreement does not constitute a breach of its charter documents or, any agreement, arrangement or understanding, oral or written, entered into by it with any third party;

(d) the execution, delivery and performance by it of this Agreement does not violate any statute, law, regulation, rule, order, decree, injunction or other restriction of any governmental entity, court or tribunal to which it is subject;

(e) it has obtained all necessary approvals, consents, sanctions or authorizations required to enter into and perform this Agreement and no other approvals, consents, sanctions or authorizations of any regulatory authority or any other Person are required to be obtained by it for the execution, delivery and performance of this Agreement,

(f) Other than in the normal course of business, there is no pending or threatened litigation or other proceeding by any third party challenging the validity or propriety of, or otherwise relating to or involving this Agreement or the transactions contemplated hereby preventing it from entering into this Agreement or performing its obligations under and in accordance with this Agreement; and

(g) assuming the due authorization, execution and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

9.2 The Subscriber warrants that it shall not use or access the Application for any other purpose other than as provided under this Agreement. The Subscriber shall not commercially exploit the Application in any manner or provide any unauthorized access to anyone without written permission from the Licensor.

9.3 The Licensor warrants that the Application does not include any material that is pornographic, profane, obscene, abusive, harassing, threatening, libellous, defamatory, fraudulent, misleading, illegal, harassing, abusive, threatening, harmful, obscene, profane, sexually orientated, racially offensive directed at private individuals or creates a genuine risk of physical injury or property damage, credibly threatens people or public safety, or organizes or encourages harm.

10. INDEMNITY AND LIMITATION OF LIABILITY

10.1 The Subscriber agree to indemnify and hold harmless the Licensor and its Affiliates from and against direct and actual losses, reasonable costs including without limitation the reasonable fees, costs of investigation, expenses, claims, damages, penalties and liabilities arising out of any claims, actions or proceedings (collectively, "**Losses**") which may be incurred, made against or suffered by the Licensor, its directors, officers, agents or employees arising directly out of or in connection with or as a consequence of (i) the non-performance of the Subscriber's obligations under this Agreement, (ii) any material breach of any representations, warranties, covenants made by the Subscriber under this Agreement, (iii) the willful misconduct or gross negligence by the Subscriber of its obligations under this Agreement (iv) breach of Intellectual Property Rights

10.2 The Licensor shall hold harmless the Subscriber against any Losses which may be incurred or suffered by the Subscriber as a consequence of breach of Intellectual Property Rights.

10.3 Neither party shall be liable for any indirect, special, incidental or consequential damages arising from this Agreement. The total liability of the Subscriber under this Agreement shall not exceed the amount paid for the subscription for preceding 12 months, except in the case of liability for negligence, fraud, fraudulent misrepresentation or deceit

11. GOVERNING LAW

This Agreement shall in all respects be governed by and construed in accordance with the laws of India as applicable from time to time.

12. DISPUTE RESOLUTION AND ARBITRATION

12.1 In the case of any dispute or claim arising out of or in connection with or relating to this Agreement its construction or interpretation or the rights, duties and obligations of either of the Parties hereto, or the termination or validity hereof, the Parties shall attempt to first resolve such dispute or claim through good faith discussions between them.

12.2 If the dispute or claim is not resolved through such discussions as contemplated in clause 12.1 above within 30 (thirty) days after one Party has served a written notice on the other Party requesting the commencement of discussions, then such dispute or claim shall be referred at the request in writing of either Party to binding arbitration by a panel of 3 (three) arbitrators ("**the Arbitration Board**") in accordance with the Arbitration and Conciliation Act, 1996 and any amendments or modifications made thereto. All arbitration proceedings shall be conducted in the English language and the seat and venue of arbitration shall be in Delhi. The Parties shall be entitled to seek interim relief from the courts of India for which the parties submit to the exclusive jurisdiction of the courts of law in Delhi. The Arbitration Board shall decide any such dispute or claim strictly in accordance with the governing law specified in Clause 11 above. Judgment upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or an application may be made to such court for judicial acceptance of the award and an order of enforcement, as the case may be.

12.3 Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

12.4 The costs and expenses of the arbitration, including, without limitation, the fees of the Arbitration Board, shall be borne equally by the Parties to the dispute or claim and each Party shall bear and pay its own costs, expenses, fees, disbursements and other charges of its counsel in connection with the arbitration proceedings, except as may be otherwise determined by the Arbitration Board. The Arbitration Board shall have the power to award interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

12.5 Any award made by the Arbitration Board shall be final and binding on both the Parties.

13. FORCE MAJEURE

13.1 Any non-performance or delay in performance by either Party of any of its duties, obligations or responsibilities under this Agreement, shall be excused if, and to the extent that such non-performance or delay in performance is caused by Force Majeure.

13.2 Force Majeure shall mean the following events and circumstances to the extent that they, or their consequences, have an effect described herein:

(i)   acts of God, including without limitation fire, storms, floods, earthquake or lightning;

(ii)   war, hostilities, terrorist acts, riots, civil commotion or disturbances, change in governmental laws, orders or regulations adversely affecting or preventing due performance by either Party of its duties, obligations or responsibilities under this Agreement, embargoes, actions by a government, central or state in India or overseas, or an agency thereof, sabotage or explosions;

(iii)   strikes, lockouts or other concerted industrial action; or

(iv)   any such other acts, occurrences, events or circumstances beyond the reasonable control of the Party affected.

13.3 If such Force Majeure as aforesaid continues for an uninterrupted period exceeding 60 (sixty) Business Days, the Parties shall meet forthwith to discuss the consequences of the Force Majeure and the course of action to be taken to mitigate the effects thereof or to be adopted in the circumstances.

14. Right to Audit.

During the term of this Agreement, the Licensor may audit the Application, its usage, records etc., to ensure compliance with this Agreement upon at least 10 business days' notice. Notwithstanding the foregoing, the parties agree that the Licensor may conduct an audit at any time, in the event of (i) investigations of claims of misappropriation, fraud, or business irregularities of a potentially criminal nature , or (ii Licensor reasonably believes that an audit is necessary to address a material operational problem or issue that poses a threat to Licensor's business.

14. GENERAL TERMS

14.1 No Agency or Partnership: The Parties shall be independent contractors. Neither of them shall be considered the partner or employee of the other Party hereto in its performance of any and all duties,

obligations or responsibilities under or pursuant to this Agreement. Save and to the extent herein provided, neither Party shall have any authority to bind or commit the other to any matter whatsoever.

14.2 Assignment: The Subscriber shall not assign its rights, benefits, privileges, liabilities or obligations under this Agreement without the prior written permission of the Licensor.

14.3 Severability: If any provision of this Agreement shall be found by any court or government or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or un-enforceability shall remain in full force and effect.

14.4 Amendment: No modification, alteration or amendment of this Agreement shall be valid or legally binding on either Party unless made in writing duly executed by or on behalf of all the Parties.

14.5 Notices: All notices, approvals, instructions, demand and other communication given or made under this Agreement shall be in writing and may be given by electronic mail, facsimile, by personal delivery or by sending the same by pre-paid registered mail addressed to the relevant Party at its postal address, email address or fax number set out below (or such other address or fax number as the addressee has by 5 (five) Business Days' prior written notice specified to the other Parties).

To **NSE Academy Limited**
Attn.: Mr. Abhilash Misra, Chief Executive Officer
Address: NSE Academy Ltd., Exchange Plaza, Plot C/1, G Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051
Email: abhilashm@nse.co.in, abhilash.misra@nse.co.in

To **Jaypee Business School**
Attn.: Prof. (Dr.) Anubha Vashist, Director JBS
Address: A-10, Block A, Industrial Area, Sector – 62, Noida - 201301
Email: anubha.vaishisht@jiit.ac.in

Any notice, approval, instruction, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (1) if given or made by registered mail, upon receipt of the notice; (2) if given by personal delivery at the time of delivery; (3) if given or made by facsimile, upon receipt of a transmission report confirming dispatch; and (4) if given by electronic mail, upon receipt of a confirmation of delivery.

Any notice required to be made or given hereunder may be signed by an officer, manager or authorized representative of the Party giving or making the same. No recipient shall be required or obliged to inquire as to the authority of the officer, manager or authorized representative so signing.

14.6 Public Announcement: The Parties hereto shall consult with each other before issuing and shall provide the other with a reasonable opportunity to review and comment upon, any press release or other public statements with respect to the transaction contemplated by this Agreement or any part thereof, and shall not issue any such press release or make any such public statements prior to such consultation

except as may be required by applicable law or judicial process or for correspondence with Regulatory authorities.
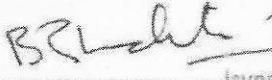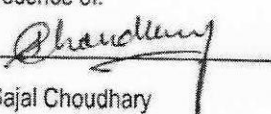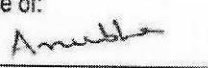
14.7 Counterparts: This Agreement may be executed simultaneously in 2 (two) counterparts, each of which shall be deemed to be an original but all such counterparts shall constitute one and the same instrument.

14.8 Entire Agreement: This Agreement, including its Schedules and amendments constitutes and represents the entire agreement between the Parties on the subject matter hereof and supersedes and cancels all prior agreements, arrangements or understandings, oral or written, between the Parties, on the subject matter of this Agreement.

14.9 Costs: Except as otherwise provided in this Agreement, each Party shall be liable and responsible for the payment of all expenses incurred by or on its behalf in connection with the preparation, authorization, execution and performance of this Agreement, including without limitation all fees of counsel, accountants and consultants and any taxes or similar levies due and payable by it in accordance with applicable Law in respect of this Agreement.

IN WITNESS where of the Parties hereto have set their respective signatures on the date mentioned above under their seal of office.

Executed at Delhi on ..1.7..May..,. 2024 in two copies in English.

For and on behalf of **NSE ACADEMY LIMITED**	For and on behalf of **Jaypee Business School**
[signature] Name: Mr. Abhilash Misra Title: Chief Executive Officer	*[signature]* VICE CHANCELLOR Jaypee Institute of Information Technology Deemed University, U/S 3 of the UGC Act Name: Prof. (Dr.) B.R.Mehta A - 10, Sector - 62, Noida (U.P.) Title: Vice Chancellor
In the Presence of: *[signature]* Name: Sajal Choudhary	In the Presence of: *[signature]* Prof. Dr. Anubha Vashist Director JBS

ANNEXURE A: Schedule of Service

NSE Academy proposes to deploy the **Application** as follows:

A. NSE SMART Application Trading Simulation application supports trading model. This application is a web based application and can be accessed through exe file and web browsers.

THE FEATURES OF THE APPLICATION ARE AS MENTIONED BELOW:

(A) EXE APPLICATION:

NSE SMART Exe Application Trading Simulation application supports trading model for following Segments:

a. NSE Cash Market
b. NSE Futures and Options
c. NSE Currency Derivative

NSE SMART Application has below mentioned features:

1. Order Management System
2. Admin Login for HOD/Principal, and Trader Login for Students
3. Market Watch
4. Charting
5. Algo Jobbing
6. Assessment Sheet in the form of
    i. ROI Sheet
    ii. Number of violations
    iii. Order rejections
    iv. For Cash and F&O Segments
7. Technical Charting Tool
    i. Line Chart
    ii. Technical Indicator (Popular 25 indicators)
    iii. Candlestick
8. Option Greeks
    i. Greek calculations
    ii. Pay off table for strategies
    iii. IV option calculator
9. Settings
    - Order Entry
    - Market Watch- 10 personalized market watch up to 50 Scrips each
    - General

10. Trading
    - Order Entry
    - Spread Order
    - Order Book
    - Trade Book
    - Net Position
    - View Limits

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Deemed University, U/S 3 of the UGC Act
A - 10, Sector - 62, Noida (U.P.)

11. Tools & Utilities
- Portfolio
- Calculators
  - Index
  - Margin
  - Option

12. Queries
- Market Movement
- Market By Price
- Market Enquiry

13. Reports
- Open Orders
- Trades Done Today

14. Master Management
- Student Master
- Class Master
- College Master

15. FnO Trading
- 2 Leg Orders
- 3 Leg Order

(B) WEB BASED APPLICATION:

NSE SMART Web based application Trading Simulation application supports trading model for following Segments:

a. NSE Cash Market
b. NSE Futures and Options

1. Order Management System
2. Market Watch- 10 personalized market watch of 25 Scrips each.
3. Charts
4. Trading
   - Order Entry
   - Spread Order
   - Order Book
   - Trade Book
   - Net Position
   - View Limits

5. Queries
   - Market Movement
   - Market By Price
   - Market Enquiry

6. Reports
   - Open Orders
   - Trades Done Today

C. Conditions:

i)   NSMART broadcast with delayed price feed for exe and web application will be available for various segments as mentioned below :
   - Cash/Equity: 9:30 a.m. to 3:45 p.m.
   - F&O / Derivatives: 9:30 a.m. to 3:45 p.m.
   - Currency Futures & Options (USDINR, EURINR, GBPINR, JPYINR); 9:30 a.m. to 5:00 p.m. The trade details can be viewed till 5:00 PM
   - The Data will be available only from NSE no other exchange feed shall be available.
   - The data feed timings may have variance due to the feed delay from the data vendors.

ii) The contracts in F&O and CD available are monthly contracts only.

iii) The Application access shall be provided within 15 working days from the date of signing the agreement or date of receipt of advance payment whichever is later.

iv) NSE Academy shall provide manuals for System Installation, in event of additional support required the Subscriber can call helpdesk and a remote Support shall be provided for Installation through Team Viewer or AnyDesk application.

v)   The Subscriber should share the details of all the Users opting for Subscription for various roles in a predefined file format shared by the NSE Academy.

vi) The cost mentioned here is exclusive of the cost of hardware, furniture, data connectivity, and other physical infrastructure and the same shall be borne by the Subscriber

vii) The Subscriber admin shall run an executable mdp file on daily basis in which the admin needs to double click one file or link as prescribed by the Licensor.

viii) By default virtual money of a fixed amount for simulated environment shall be credited in the User account.

ix) Every student shall be provided with a dealer exe application which will be mapped with two virtual clients. CL 1 & CL 2

x)   The dealer can trade on behalf of CL1 & CL2 or own trade through Dealer Pro.

xi) The web access shall be mapped with CL1 and the limit of virtual money will be Rs. 0.25 Cr for the web client per segment as per opted segments.

xii) NSE Academy reserve the rights to enhance any feature of the Application

xiii) Helpdesk support will be available from Monday to Saturday from 9:30 AM to 5:30PM on all the working days excluding government and public holidays.

xiv) The college shall be provided with three types of accesses:

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- Admin Access to HOD/Principal:
- Admin Access to the Class Head: To track Students Trades, ROI, Duration Spent on Application, Surveillances
- Student Access to do dealer/trader activities.

xv) List of Technical Indicators:

Sr No	Technical Indicators
1	Accumulation Distribution
2	Average True Range
3	Bollinger Bands
4	Chaikins Volatility
5	Commodity Channel Index
6	Detrended Price Oscillator
7	Ease Of Movement
8	Exponential Moving Average
9	Forecasting
10	Mass Index
11	Median Price
12	Money Flow
13	Moving Average
14	Moving Average Convergence Divergence
15	Negative Volume Index
16	On Balance Volume
17	Positive Volume Index
18	Price Volume Trend
19	Relative Strength Index
20	Triangular Moving Average
21	Triple Exponential Moving Average
22	Typical Price
23	Weighted Close
24	Weighted Moving Average
25	William's %R

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xvi)   IT Requirements:

Hardware Configuration – Client Side RAM	4 GB or more
Hard disk	10 GB or more free space
Framework	.Net Framework 4.5
OS	Windows 10
Internet Connectivity	2MBPS or more

Annexure B: PAYMENT SCHEDULE

Commercials:

Minimum ID's per yr.	30	
Installation Cost (In Rs.)	4,50,000	
Segments (Exe and Web application)	Market Price Per ID (In Rs.)	Special Price Per (In Rs.)
Equity	1000	
Equity Derivatives	1000	2500
Currency Derivatives	1000	
Strategies	1000	
Payment for 1st Year (In Rs.)	5,25,000	
Payment for 2nd Year (In Rs.)	75,000	
Payment for 3rd Year (In Rs.)	75,000	
Number of complimentary IDs for Instructors	4	

- Prices mentioned above are Exclusive of taxes.
- Installation cost includes 5 Hours workshop every year on NSMART for three years
- Price is valid for three years except for any upgradation/additional feature added for which price may be revised on mutually agreed terms

CONDITIONS:

i)   The price is exclusive of applicable taxes and shall be payable by the Subscriber within 10 days from the date of invoice.

ii)   The Subscriber is required to make the payment of Installation Cost within 10 (days) from the execution of this Agreement.

iii)   *The Subscriber agrees and acknowledges that the Installation Cost is non-refundable under any circumstances.*

iv)   The above-mentioned payment for 1st year is for Minimum ID's per year. For any IDs over and above the minimum ID's per year, shall incur additional subscription charge which shall

be borne by the client based on the special price per ID for Colleges with respect to the no. of additional IDs.

v) The Installation Cost is payable in advance.

vi) On premise training cost for the Platform shall be Rs. 25000/- per day and The travel Lodging and Boarding Cost of trainers shall be borne by the Subscriber beyond 5 hours yearly workshop.

vii) All the costs, fees and charges will be payable within 10 days from the date of invoice.

viii) All the fees/amount paid are nonrefundable.

ix) The cost mentioned here is exclusive of the cost of hardware, furniture, data connectivity, and other physical infrastructure and the same shall be borne by the **Subscriber**

x) The Subscriber should share the details of all the Users opting for Subscription for various roles in a predefined file format shared by the NSE Academy.

xi) The Subscriber can decide and charge fees from the Users and the same shall be intimated to NSE Academy

xii) The subscription prices shall be subject to revision after 3 years with payments for minimum 30 IDs.

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