



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into on **September 28, 2018**, and shall be effective from **September 28, 2018**

BETWEEN

THE NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE"), a company incorporated in India and having its registered office at Exchange Plaza, Plot No. C – 1, Block G, Bandra Kurla Complex, Bandra (East), Mumbai – 400 051, represented by **Mr. Gaurav Kapoor (Vice President)** and

INDIAN INDUSTRIES ASSOCIATION ("IIA"), a company incorporated in 1985 and having its registered office at IIA Bhawan, Vibhuti Khand, Phase II, Gomti Nagar, Lucknow-226010 (Uttar Pradesh), represented by **Mr. Sunil Vaish (President)**

NATIONAL STOCK EXCHANGE OF INDIA LIMITED ("NSE") and INDIAN INDUSTRIES ASSOCIATION ("IIA") shall be collectively hereinafter referred to as the "Parties" and individually as "Party".

WHEREAS:

- A. NSE is a stock exchange duly recognized by Securities and Exchange Board of India (SEBI)
- B. IIA is an apex representative body of Micro, Small and Medium (MSME) with extensive network of more than 45 chapters in Uttar Pradesh, Delhi and Uttarakhand States.
- C. IIA and NSE recognises the importance of development of the members of IIA and to foster greater cooperation between the two entities and enable to work more closely on a number of shared goals.
- D. The Parties now desire to record the terms and conditions in this MOU.

Parties agree as follows:

1. To impart knowledge to IIA members on price risk management, hedging on NSE platform and other exchange related functions in relation to products like Currency, Debt, Commodity & any other product that NSE may launch on its platform in future.
2. To create awareness among members of Association in relation to NSE's offerings on equity, currency, commodities mutual funds, bonds, government securities and others.
3. To assist association members in raising equity capital and make the Small & Medium Enterprises ("SME") available on the NSE EMERGE platform.
4. With regards to clause 1, 2 and 3 mentioned above,



- I. NSE shall play an active role in nurturing the association members on the opportunities to raise capital through NSE platform, SME exchange guidelines, listing processes, compliances with listing agreement, etc.
 - II. To handhold association members on capital markets, capital raising mechanism and regulatory compliances and requirements.
 - III. Providing information relating to support service providers like merchant bankers, registrar and transfer agent, depositories and other intermediaries and the required services
 - IV. Assisting the Investee Undertaking(s) to conduct road shows and seminars to market any of their public issues to the investing community.
 - V. Organising road shows along with IIA for members of association in various cities mutually decided, the purposes of these programs will be for raising general awareness amongst corporates regarding listing processes, advantages of listing and related benefits.
5. Jointly conduct awareness and educative programmes for members of IIA and other relevant stakeholders through various road-shows, webinars etc .
 6. To engage with each other and consider possible areas of collaboration on developing new products, enhancing existing products available for the investors in the stock exchange platform
 7. Regular interactions to seek market feedback and joint representations to the regulators.
8. Request for Information
A request for information under clause 4 mentioned above, shall be always made in writing to the nominated contact as set out in clause 20, and shall include the following details:
 - a. a description of the subject matter and its relation to this MOU;
 - b. a description of the specific purpose for which the information is sought ("**Purpose**") and the reasons as to why this information will be of assistance; and
 - c. an indication of the urgency of the request, or the desired time period for reply.
 9. Term

This MOU shall come into force on and from the Effective Date and shall continue for a period of three Year, unless mutually terminated by the Parties ("**Term**") in accordance with the terms of this MOU.

10. Confidentiality

- A. The Parties undertake to keep confidential and not to disclose any information (written, electronic or oral) directly or indirectly concerning the (i) projects as contemplated herein, (ii) any information, material or data relating to the projects or the Parties which is not publicly released, and (iii) the existence of this MOU ("**Confidential Information**"), any other information which might have been obtained or received by either Party before or during the term of this MOU save that which is:
 - d. Already in its possession other than as a result of a breach of this clause; or
 - e. In the public domain other than as a result of a breach of this clause; or



- f. was subsequently disclosed to it lawfully by a third party who lawfully obtained the same and who was not bound by any obligation of confidentiality in respect thereof to the disclosing Party.
- B. The Parties shall not disclose any Confidential Information to any third party for the term of this MOU and one (1) year after its termination. All Confidential Information of the Parties shall remain the sole and exclusive property of such respective Party which disclosed it. No license under any trademark, patent rights, copyright or application for the same, is either granted or implied by the disclosure of Confidential Information by either Party under this MOU.
- C. The receiving Party may not use any information obtained from the other Party for any purpose other than the Purpose outlined in the request without the prior written consent of the other Party. No disclosure of Confidential Information shall be made by the receiving Party to any third party without the prior consent of the disclosing Party, except to any third party having a legal right or duty to obtain or require such Confidential Information in accordance with the prevailing laws in the respective country of the receiving Party. In the event of such a disclosure, the receiving Party shall advise the disclosing Party thereof prior to disclosure, if possible, and shall further, to the extent that it is lawfully able to, take such steps to limit the extent of the disclosure; provide the disclosing Party a reasonable opportunity to intervene in the proceedings; and comply with the disclosing Party's reasonable requests as to the manner and terms of any such disclosure.
- D. Following the termination of this MOU, each Party will destroy or return to the other Party on demand any document supplied to it (including any note, analysis or memorandum prepared by it) containing Confidential Information and any copy which may have been made, and take reasonable steps to expunge all Confidential Information from any computer, word processor or other device containing Confidential Information. Any destruction of Confidential Information by a Party will be certified in writing to the other Party by an authorised officer supervising it. The undertakings in this clause shall not apply to Confidential Information which a Party must retain under any applicable law, rule or regulation, including the rules of a professional body.

11. Intellectual Property Rights

- a. Each Party has intellectual property rights including, without limitation, trade names, corporate signs, logos, software, proprietary information and know-how which may be shared in implementing this MOU. Each Party recognizes the other Party's intellectual property rights for all purposes. Nothing in this MOU shall confer on either Party any right or title in the intellectual property of the other Party.
- b. Nothing in this MOU shall give either Party any rights to use any intellectual property, copyright, trade names or trademarks or any service marks (or the goodwill associated therewith) which are used by the other, save as may be authorised by the latter in writing. A Party may request that a detailed agreement in relation to such intellectual property be entered into before sharing any information with the other Party.

12. Representation and Warranties:

- a. The Parties represent and warrant that they are duly and properly authorized to enter into and execute this MOU, and have satisfied all the applicable requirements as may be required under their internal policies, and



the laws applicable to them, in order to enter into this MOU.

- b. Neither Party represents and warrants to other as to:
 - i. the accuracy or completeness or suitability of the information furnished pursuant to this MOU; or
 - ii. its ability or responsibility to provide information pursuant to this MOU.

13. Indemnity and Limitation of Liability

- a. Either party shall indemnify and keep indemnified, and defend and hold harmless the affected party, its respective officers, employees, and agents from and against all losses, damages, legal proceedings, liabilities and claims at law, or in equity including without limitation costs, expense and lawyers' fees, directly arising out of or resulting from the representations contained herein or its obligations under this Agreement. In no event shall any Party or any of their officers, directors, employees, agents, independent contractors, affiliates and shareholders be liable for any indirect, consequential or special damages suffered by the other Party as a result of any representations, actions or inactions by any person or entity in respect of its obligations under this MOU.

- 14. Neither Party will have any liability to the other Party or any person resulting from a failure to provide information pursuant to this MOU, nor for any opinions expressed by it, nor for any errors, omissions made by it, nor from the other Party's use of the information provided pursuant to this MOU. The information will be provided solely on the basis that the other Party will be responsible for its own independent evaluation and assessment of the information. Term and Termination

- a. This MOU shall take effect from the date indicated at the start of this MOU, and shall be in force until termination. It may be terminated by either Party without assigning any reason by serving one month's written notice to the other Party.
- b. Either Party may terminate this MOU with one month's notice if the other Party is in breach of any material term of this MOU.

15. Binding and Non-Binding provisions

Upon signing of this MOU, clauses related to Confidential Information, Intellectual property rights, indemnity, limitation of liability, dispute resolution and exclusivity shall create a legally binding agreement. In all other respects this MOU constitutes a statement of the Parties' current mutual intentions and does not constitute a binding agreement or other form of legal relation between them. Except as stated herein, this MOU does not impose any legally binding obligations on either party and does not create any rights enforceable by either party or any third party. To the extent the Parties wish to establish any binding arrangements with respect to the matters set forth herein or any other matter, any such binding arrangement (s) must be documented in a mutually agreed written agreement signed by the two Parties, however nothing contained in this MOU shall be construed as requiring either party and/or any affiliate to enter into any further contractual or business relationship with the other party and/or any of its affiliates. With respect to any matter as to which the Parties do enter into any such binding agreement, such binding agreement shall prevail as to the rights and obligations of the Parties.

16. Dispute Resolution and Governing Law



- a. The Parties shall use their best endeavors to settle any dispute or difference of opinion between them, arising from or in connection with this MOU amicably through mutual discussion.
- b. All disputes, differences or questions, arising out of this Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the Parties and/or compensation/damages payable under this Agreement or of any matter whatsoever arising under this Agreement which have not been settled shall be referred to arbitration by a sole arbitrator under the provisions of The Arbitration and Conciliation Act, 1996 of India and any amendments thereto. This Clause shall survive the termination of this Agreement.
- c. The place of arbitration shall be the city of Mumbai or any other place more suitable as may be agreed between the Parties in line with the circumstances of the dispute.
- d. This MOU shall be governed by, and construed in accordance with, the laws of India.

17. Assignment

Neither Party shall assign, sub-contract or delegate its rights or obligations under this MOU without the prior written consent of the other Party.

18. Authority

Nothing in this Agreement shall be deemed to constitute a partnership between the Parties or constitute any party the agent of any other party for any purpose or entitle either party to commit or bind the other party in any manner or give rise to fiduciary duties by either party in favour of the other.

19. Publicity

The parties herein agree that they shall not issue any public statements or press releases about this MOU, the Definitive Agreement(s) or any Project(s) (including its terms or existence) without the other party's prior written approval.

20. Modification or Amendment

No amendment, change or modification of this MOU shall be valid unless it is in writing and signed by both the parties herein.

21. Counterparts

This MOU will be executed simultaneously in counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

22. Entire Understanding

This MOU constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and cancelled in their entirety and are of no further force and effect.



23. Notices

Each Party shall from time to time appoint a contact to be responsible for facilitating the co-operation between the Parties and coordinating the exchange of information on the terms hereof as contemplated between the Parties. The principal points of contact for the Parties as of the date of this MOU shall be:

For National Stock Exchange of India (NSE):



Name : Tanuj Mishra
Designation : Chief Manager
Address : NSE, 4th floor, Jeevan Vihar Building, Parliament Street, New Delhi
Telephone : 011-49393000
Facsimile : 011-23459291
E-mail : tmishra@nse.co.in

For Indian Industries Association (IIA) :


Name : DS Verma
Designation : Executive Director
Address : IIA Bhawan, Vibhuti Khand, Phase II, Gomti Nagar, Lucknow, Uttar Pradesh 226010
Telephone : 0522-2720090
Facsimile : 0522-2720097
E-mail : ed@iiaonline.in

In the event that one Party changes its principal point of contact, it shall inform the other Party in writing as soon as is reasonably possible.


IN WITNESS WHEREOF, this MOU has been signed by both Parties through their authorised representatives here below, on the day, month and year indicated after their signatures

National Stock Exchange of India (NSE)	Indian Industries Association (IIA)
 DATE: September 28, 2018 NAME: Gaurav Kapoor DESIGNATION: Vice President and Regional Head (North)	 DATE: September 28, 2018 NAME: Sunil Vaish DESIGNATION: President

WITNESS 1:


MAN MOHAN AGARWAL
GENERAL Secy. IIA
9415008282

WITNESS 2:


D.S. Verma
Executive Director IIA
9415022544
ed@iiaonline.in