

TERMS AND CONDITIONS

By downloading, signing, and uploading the set of documents provided by NSDL (National Securities Depository Limited) for the purpose of onboarding and issuance of ISINs, the Issuer acknowledges and agrees to the following terms and conditions:

1. **Accuracy and Completeness of Documents:** The Issuer affirms that all documents shared with NSDL during the onboarding process are true, accurate, complete, and valid. The Issuer bears full responsibility for any errors, omissions, or misrepresentations in the provided documents.
2. **Document Verification by NSDL:** NSDL has the right to review, verify, and authenticate the documents shared by the Issuer. The approval of documents by NSDL does not absolve the Issuer of any liability arising from the accuracy or legitimacy of the information contained therein.
3. **Document Integrity:** The Issuer shall ensure that the set of documents downloaded from NSDL is the same set of documents originally shared and approved by NSDL. Any tampering, alteration, or modification of the documents is strictly prohibited and may result in the rejection of the application or legal consequences.
4. **Digital Signature Certificate (DSC):** The Issuer shall affix a valid and legally recognized digital signature to the downloaded set of documents. The DSC shall accurately represent the identity of the Issuer and shall be issued by a trusted certification authority.
5. **Non-Disclosure of Sensitive Information:** The Issuer understands and agrees that the set of documents provided by NSDL may contain sensitive and confidential information. The Issuer shall maintain strict confidentiality and shall not disclose or share such information with any unauthorized third parties.
6. **Compliance with Applicable Laws:** The Issuer shall comply with all applicable laws, regulations, and guidelines governing the onboarding process, issuance of ISINs, and use of NSDL services. Any violation of legal requirements may result in the rejection of the application, termination of services, or legal consequences.
7. **Indemnification:** The Issuer agrees to indemnify, defend, and hold NSDL, its officers, employees, and agents harmless from any claims, liabilities, losses, damages, costs, or expenses (including legal fees) arising out of or related to the Issuer's actions, omissions, or non-compliance with these terms and conditions.
8. **Modification of Terms:** NSDL reserves the right to modify, amend, or update these terms and conditions at any time without prior notice. It is the responsibility of the Issuer to review and comply with the most recent version of the terms and conditions available on NSDL's official website.
9. **Governing Law and Jurisdiction:** These terms and conditions shall be governed by and construed in accordance with the laws of Mumbai. Any disputes or claims arising out of or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Mumbai.
10. **Duplication of ISINs:** The Issuer/RTA agrees to fully indemnify and hold NSDL harmless from and against all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to the creation of duplicate or multiple ISINs for the same

security type. The Issuer/RTA confirms that they have conducted a thorough verification of all existing records before applying for a new ISIN. Furthermore, if an existing ISIN is already in place, its details have been accurately provided and included in the application form. This indemnity shall survive the termination or expiration of this agreement.

By downloading, signing, and uploading the set of documents, the Issuer acknowledges having read, understood, and agreed to be bound by these terms and conditions.

DATED this ____ day of _____, 20.

[Issuer's Name] [Issuer's Designation/Title]

[Issuer's Company/Organization]

Signature: _____ (For and on behalf of the Issuer)