

## STEPS FOR NSE KRA REGISTRATION

1. After filling the Intermediary Recognition Form online, please complete Annexure I, Annexure II, Form II, and the Declaration form as attached below.
2. Submit the following documents along with above mentioned forms:
  - Copy of SEBI registration Certificate\*
  - Copy of Entity PAN
  - GST Certificate

Note: All documents must be signed by an authorized signatory, along with the intermediary's seal/stamp.

3. Courier physical copies of the documents to the following address:  
**ADDRESS: NSE Data & Analytics Limited, 8th floor, Tower 4, Equinox Business Park, Off Bandra Kurla Complex, LBS Marg, Kurla (W), 400070.**
4. Upon receiving and verifying your documents, your registration status will be updated. An email will be sent to the contact person registered in NSE KRA with the user ID and one-time login password.
5. If any documents are missing, we will notify you via your registered email address. If you do not respond within 7 business days, the registration request will be rejected.
6. In case you need any clarification, please feel free to call us on 022-26598182 / 8407 / 8162 / 8153 / 8164. You can also email us at: [dotex\\_kraops@nsekra.com](mailto:dotex_kraops@nsekra.com) . We would be glad to assist you.

**Form II**  
**Application for Recognition of Intermediary for Access to KRA services**

To,  
 NSE Data & Analytics Limited  
 8th floor, Tower 4, Equinox Business Park,  
 Off Bandra Kurla Complex,  
 LBS Marg, Kurla (W), 400070.

Dear Sir / Madam,

We understand that pursuant to SEBI (KYC Registration Agency) Regulations, 2011 and subsequent SEBI Guidelines thereon, you are providing KRA services.

I / We \_\_\_\_\_, a SEBI registered intermediary (“Intermediary”) are desirous of availing your KRA services. I am / We are currently registered with SEBI in the following capacities (Tick where applicable) with SEBI registration number \_\_\_\_\_.

Category Name:

All details required for the approval are enclosed at **Annexure I**.

**Enclosures: -**

- |   |                     |
|---|---------------------|
| 1. Copy of SEBI Registration Certificate* | 2. Copy of PAN Card |
| 3. ‘Terms and Conditions’*                | 4. GST Certificate  |
- \* Certified by authorized signatory along with the intermediary’s seal/stamp.

We request you to consider our application for recognition favourably.

For <Name of the Intermediary>

Name	_____	Seal of the Intermediary	
Signature	Authorized Signatory		

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**For Office Use**

Date of Receipt	
Verified By	
KRA reference number	

## DECLARATION

I / We agree to abide by the provisions of the SEBI (KYC Registration Agency) Regulations, 2011, and any subsequent amendments thereof, and other SEBI / NSE guidelines as in force from time to time. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am / We are aware that I / we may be held liable for it. I / we undertake to inform you of changes to the information above immediately.

I/We agree, acknowledge and undertake that, I/We shall at all times be solely responsible and liable for any/all acts/omissions of our User(s) including without limitation any unauthorized access by our User(s) leading to data leakage, misuse of data/information and/or breach of the terms of the KRA services.

For the purpose of this Application the word "User(s)" shall mean and include the following:

- a. any/all entities, individuals, employees of the Intermediary and any third parties accessing the KRA services from and on my/our behalf
- b. Any/all entities, individuals, employees of the Intermediary and any third parties to whom I/We have provided the access to the KRA services pursuant to this application.

I, the SEBI registered intermediary, understand that NSE Data & Analytics Ltd's KRA Services (herein after referred to as "KRA Services") are subject to the terms and conditions as set out below (as changed / updated from time to time entirely at the discretion of NSE Data & Analytics Ltd).

I, am accessing and using the KRA services solely for the purposes as expressly permitted by NSE Data & Analytics Ltd.

The term "**Client**" shall mean and include my clients/customers.

The term "**sensitive personal data or information**" hereinafter collectively referred as "Data" shall have the same meaning as assigned to it under the Information Technology Act, 2000 read along with The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

By using the KRA Services, I represent and warrant to NSE Data & Analytics Ltd to comply with any/all requirements under the Information Technology Act, 2000 read along with The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any/all other applicable laws/rules/regulation for data, information and personal data protection (collectively referred as "**Data Protection Laws**") at all times.

### **I specifically agree, acknowledge and declare that:**

1. I have informed the Client about the purpose for which the Data of the Client is required, and I shall use the data solely for the purposes as permitted expressly by the Client.
2. I have taken a prior written consent either by way of a lawful contract or letter/Fax/email etc from each Client to use the Client's Data solely for the purposes as permitted by the Client.
3. I shall always ensure that the Data shall be used only for lawful purposes as permitted by the Client.
4. I shall always ensure that any Data shall only be collected and used when it is necessary the purposes as permitted by the Client.
5. I shall inform the Client about any/all recipients and/or intended recipients of the Data along with such recipient's name, address etc along with the details of the agency/entity that may retain such Data.
6. I shall maintain the relevant documents and records (as applicable) for a period as may be prescribed under the applicable laws.
7. I shall be solely responsible and liable for verifying the accuracy, quality, and legality of the Data provided by the Client and NSE Data & Analytics Ltd shall be under no obligated to examine and/or verify any Data.

I agree to indemnify and hold NSE Data & Analytics Ltd, its subsidiaries, affiliates, officers and employees, harmless from any/all claims, actions, proceedings, demands or damages, including reasonable attorney's fees, asserted by any Client, third party or any government or regulatory body arising out or relating to (i) breach/non-compliance of the Data Protection Laws by me (iii) any unauthorized usage of the Data by me (iii) breach of any of the terms stated herein by me including any fraud or fraudulent misrepresentation, wilful misconduct, gross negligence and default.

Signature: \_\_\_\_\_

### Annexure I

Particulars	Details	
Name of the Intermediary		
SEBI registration Number		
PAN		
CIN		
GST number		
GST as per address*		
Place of Supply		
Compliance Officer	Name Designation Email Id Tel No. Mobile No. Fax No.	
Contact Person (for KRA activities)	Name Designation Email Id Tel No. Mobile No. Fax No.	
Registered Office Address	Line 1 Line 2 Line 3 Line 4 City / Town Pin Code State Country	
Whether correspondence address is same as the Registered Office address: If no, provide Correspondence address details		
Correspondence Address	Line 1 Line 2 Line 3 Line 4 City / Town Pin Code State Country	

**\* Details of Partners / Directors / Trustees are attached hereunder**

Minimum Number of Directors - 2

Name	
Designation	
DIN	
PAN*	
Residential Address*	
Tel / Mobile No	

Name	
Designation	
DIN	
PAN*	
Residential Address*	
Tel / Mobile No	

Name	
Designation	
DIN	
PAN*	
Residential Address*	
Tel / Mobile No	

Name	
Designation	
DIN	
PAN*	
Residential Address*	
Tel / Mobile No	

**NSE Data & Analytics Limited - Terms and Conditions  
(Applicable to Intermediaries Recognized to access KRA Services)**

- 1.** The Intermediary shall abide by the KYC (Know Your Client) Registration Agency Regulations, 2011 as amended from time to time and Rules made there under or Circulars & Guidelines issued by SEBI in this regard. The intermediary shall also abide by the operational and system procedure manual/ circulars/ directives / guidelines / notices issued or prescribed by NSE Data & Analytics Limited 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 (by whatever name called), associates, etc. adhere to all provisions of these Terms and Conditions.
- 2.** The intermediary shall exercise due diligence and proper care while carrying out KYC for its clients. The intermediary shall have the ultimate responsibility for the KYC and for compliance with rules, regulations, guidelines and circulars issued by the Board/Exchanges or any other authority for Prevention of Money Laundering from time to time. Intermediary shall undertake enhanced KYC measures commensurate with the risk profile of its clients.
- 3.** The intermediary shall get recognition from NSE Data & Analytics Limited before seeking to access KRA services as per the procedure prescribed by NSE Data & Analytics Limited from time to time. The intermediary shall pay such fees, deposits and charges as may be payable to NSE Data & Analytics Limited in accordance with charges stipulated by NSE Data & Analytics Limited from time to time.  
The intermediary shall access and use KRA services and shall install, implement and maintain operational environment including equipment, software, personnel and services including the means of communication and necessary telecommunication protocol with NSE Data & Analytics Limited and shall abide by operational standards and Guidelines as may be prescribed by NSE Data & Analytics Limited from time to time.
- 4.** The intermediary shall maintain utmost confidentiality of the information obtained and shall use the KRA information only for persons who approach them to become clients for trading/investing/dealing with them. The intermediary shall not use KYC data of client for purposes other than it meant for.
- 5.** The intermediary shall maintain proper records in respect of its activities and obligations arising out of operations of using KRA services. The intermediary shall indemnify any loss or legal costs or liabilities incurred by NSE Data & Analytics Limited due to any act of omission, commission, negligence, misfeasance, fraud, willful misconduct, errors or defaults on its part in performing its role as prescribed by NSE Data & Analytics Limited.
- 6.** The intermediary shall abide by code of conduct as prescribed by SEBI and or Stock Exchanges and shall carryout the activities within the timeline stipulated by NSE Data & Analytics Limited and as per the operational norms stipulated by NSE Data & Analytics Limited from time to time in the form of directions, orders, instructions, procedures etc.,
- 7.** The Intermediary shall redress the grievances of the clients at the earliest and in any case not later than the time limit allowed by SEBI or NSE Data & Analytics Limited and keep NSE Data & Analytics Limited informed about the number, nature and other particulars of the complaints from such investors.
- 8.** The Intermediary shall inform NSE Data & Analytics Limited of any change in the information provided including change in addresses of registered/correspondence office, change of compliance officer, change in contact numbers/ids of officials etc.,
- 9.** The Intermediary shall ensure that any person it employs or appoints to conduct its business is fit and proper and otherwise qualified to act, in the capacity so employed or appointed including having relevant professional training or experience and shall be responsible for the acts and omissions of its employees in respect to the conduct of its business.
- 10.** Suspension and Termination: The services of intermediary may be suspended or terminated in the event of breach of terms and conditions contained herein or regulatory order suspending the operations of the intermediary or when the

intermediary ceases to be a Exchange Member/Depository Participant/ cancellation of intermediary registration by SEBI. NSE Data & Analytics Limited would also be entitled to terminate the services of intermediary in the event of intermediary failing to clear dues to NSE Data & Analytics Limited within such timelines that NSE Data & Analytics Limited may prescribe from time to time.

- 11. Force Majeure, etc.:** Notwithstanding anything contained herein, NSE Data & Analytics Limited shall not be liable to the Intermediary for any harm, loss, damage or injury caused due to causes beyond its control such as tide, storm, cyclone, flood, lightning, earthquake, fire, blast, explosion or any other act of God, war, rebellion, revolution, insurrection, embargo or sanction, blockade, riot, civil commotion, labor action or unrest including strike, lock-out or boycott, interruption or failure of any utility service, enemy action, criminal conspiracy, act of terrorism or vandalism, sabotage, hacking, unanticipated technological or natural interference or intrusion, loss or damage to satellites, loss of satellite linkage or any other data communications linkage, loss of connectivity or any other irresistible force or compulsion.
- 12. Service of Notice:** Any notice or communication required to be given under this 'Terms and Conditions' shall not be binding unless the same is in writing and shall have been served by hand delivery against acknowledgement or by registered post at the Registered Office address of NSE Data & Analytics Limited International Limited (in case a notice is to be served to NSE Data & Analytics Limited) and to the address recorded with NSE Data & Analytics Limited in case a notice is to be served to the Intermediary.
- 13. Arbitration and Conciliation:** The Intermediary hereto shall, in respect of any disputes and differences that may arise between the Intermediary and NSE Data & Analytics Limited in respect of any matter stated in this 'Terms and Conditions', or in connection or arising out of this 'Terms and Conditions' or with regard to interpretation thereof shall refer the same to arbitration of a sole arbitrator. In the event of disagreement between the parties on appointment of a sole arbitrator, each of the parties hereto shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator who shall act as an umpire. The arbitration shall be governed in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereto. The place of arbitration shall be Mumbai, and the language of arbitration proceedings shall be English.
- 14. Governing Language:** All deeds, documents and writings that may be executed and all correspondence that may be exchanged between the Intermediary and NSE Data & Analytics Limited hereto in relation to the subject matter of this 'Terms and Conditions' shall be in English language, which shall be the governing language between the Intermediary and NSE Data & Analytics Limited hereto.
- 15. Governing Law and Jurisdiction:** The use of NSE Data & Analytics Limited system by the Intermediary shall be governed in all respects by the laws in force in India. The Intermediary agrees to submit to the exclusive jurisdiction of the courts in Mumbai.  
These 'Terms and Conditions' shall be subject to Government notifications, any rules, regulations, guidelines and circulars / notices issued by Board and rules, regulations, bye Laws, Operating Instructions and circulars /communiqués / notices of NSE Data & Analytics Limited.

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

Signature:	
Name of the Authorized Signatory:	
Stamp of the Intermediary:	
Date:	
Place:	