

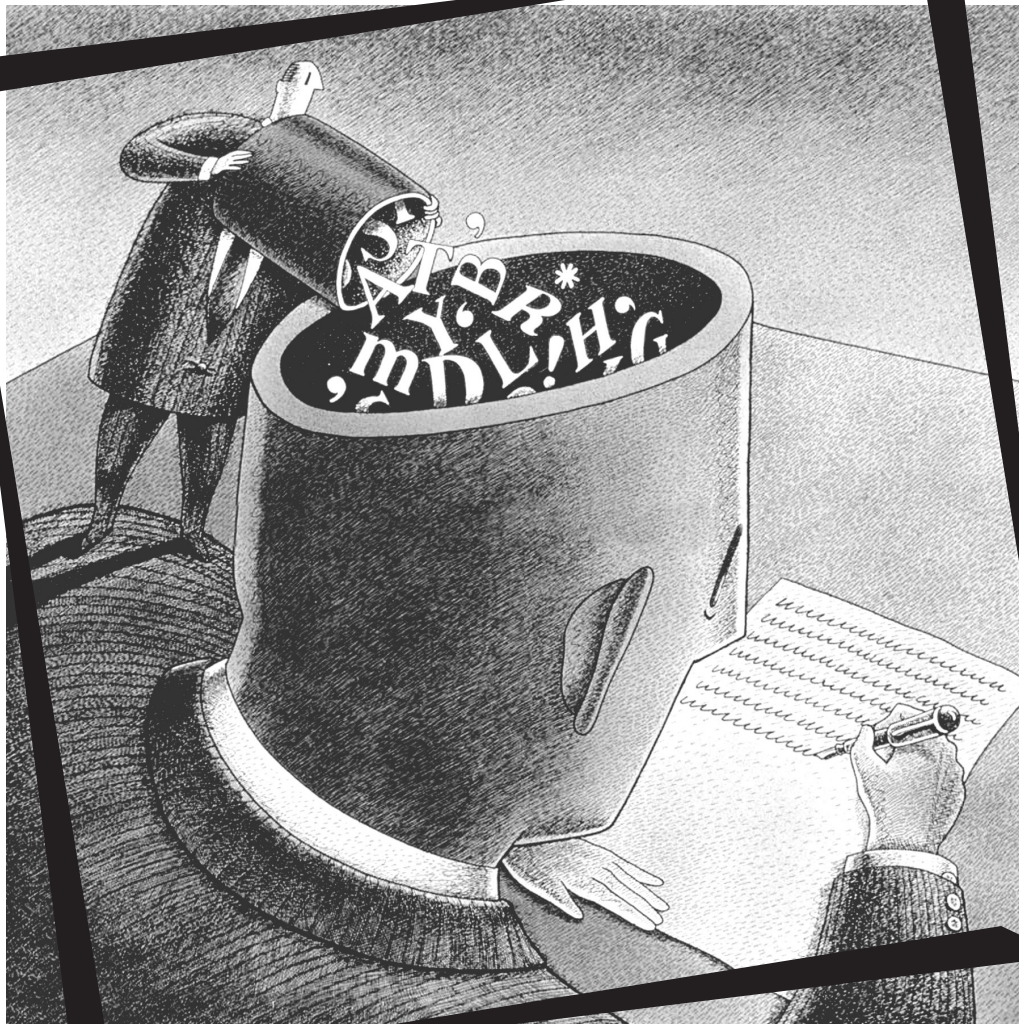
NJ Gurukul ID : _____

Name : _____

Date : _____

Checked by : _____

Date : _____



1] DEFINITIONS

- **"Agreement"** means and includes the NJG T&C (terms and conditions), the NJ Gurukul Member Registration Form and the Training Enrolment Form and the Candidate's unconditional acceptance of the same
- **"NJ"** shall mean NJ IndiaInvest Private Limited, its successors, executors, administrators and permitted assigns
- **"NJ Gurukul Member Registration Form" or "NJ GRF"** means the form as specified and issued by NJ IndiaInvest or as downloadable from NJ's website
- **"NJ Gurukul Member" or "Member"** shall mean such person as identified in the NJGRF accompanying this NJG T&C and as defined herewith
- **"Training Enrolment Form" or "TEF"** means the specific forms as published by NJ, either physical or online or in any other format, from time to time, for different Trainings as described in that particular form
- **"Receipt" or "TEF Receipt"** is an acknowledgement of the TEF duly being filled and submitted to NJ by the candidate for enrolment to the concerned training services or modules
- **"Training" or "Training Services" or "Modules"** means the specified training or development programs, including but not limited to the contents, training materials, etc thereof, as set out in the TEF and conveyed to the concerned candidate
- **"The Trainer"** means the person as identified in the "NJ GRF" and selected for the purpose of delivering or conducting or presiding over specified Trainings
- **"Fees"** means and include the charges for the Training as defined in these NJG T&C and/or the TEF or brochure or such other material or communication of the concerned Training as may be revised from time to time
- **"The Candidate" or "the Trainee"** means the person intending to be a prospective candidate for any training as indicated in the TEF duly registered for that particular Training and as defined in this NJG T&C. The candidate would generally mean the member of NJ Gurukul or a candidate duly registered by member, subject to the TEF.
- **"Clause"** means a clause under these terms and conditions and as mentioned / specified in the TEF
- **"The Date(s)"** for the Training means the date(s) upon which the Training and/or Training Services will be held and the timings thereof as communicated to the candidate(s) from time to time or as mentioned in the TEF. and/or due receipt thereof
- **"Websites"** shall mean www.njgurukul.com or such other websites, including but not limited to online user accounts or desks, web pages, URLs of NJ where matters & contents related to NJ or NJ Gurukul or the trainings are showcased
- **"NJ PSC(s)" or "NJ Partner Service Centre(s)"** means such premise(s) comprising the NJ centre or branch from where the activities of NJ are carried out, including but not limited to Training
- **"Personal Data"** means the data as furnished by a living individual to NJ who can be identified from such data or information
- **"The Training Location"** means the place at which the Training Services are to be held/ organized by NJ as set out in the TEF and/or due receipt thereof

2] Training Services

- 2.1 NJ is in the business of advisory & distribution of various financial products and services to various Clients. To provide a holistic platform and support to both existing and prospective clients/advisors, NJ offers many services under various names & styles
- 2.2 NJ offers services related to training and development under the name & style of "NJ Gurukul" to train, and/or develop various people, including but not limited to advisors, distributors & employees of NJ or of people associated, directly or indirectly with Partners / Advisors of NJ, or such other identified person(s) or any person(s). The members of NJ Gurukul would get access to the various trainings as conducted by NJ from time to time
And that
the person, as identified in NJ GRF, has approached NJ for the purpose of registration as a NJ Gurukul member And on furnishing relevant information, duly signing this NJG T&C and on the acceptance thereof by NJ, the said person would get enrolled under "NJ Gurukul" as member thereof. Such member will be eligible to apply for and attend the various trainings for which he is eligible, on payment of the fees as mentioned or revised in TEF from time to time.
- 2.3 NJ shall arrange the various Training(s) on the scheduled Date(s) for particular training to be held
- 2.4 The training shall comprise of such training services as specified in the TEF or in any other communication and shall be held using different aids, and techniques as deemed fit, in sole discretion of NJ

3] Fees, Refund of Fees

- 3.1 The Fees charged by NJ for the trainings covers the cost of training materials and books, if any, supplied by NJ, use of appropriate facilities, Trainer's time and any room or equipment rentals that NJ undertakes and all such other incidental and related expenses incurred directly or indirectly to the Training made by NJ
- 3.2 The relevant examination fees and other specific expenses / charges will be charged to members and / or candidates separately or shall be included with the Training fees, and will be specifically mentioned in the TEF.
- 3.3 All the other charges, including but not limited to, any traveling, stationery, communication, lodging, boarding, foodings and refreshments or any other incidental or consequential expenses incurred by candidates related, directly or indirectly, to such training, unless otherwise specifically stated or provisioned as per TEF, would be borne in full by the candidate(s) themselves and in any circumstances NJ shall not be liable, in part or in full, to reimburse or bear the same
- 3.4 Under no circumstances will NJ be liable to 'refund', either in cash, in kind or otherwise, in part or in full, any fees or any other amount(s) paid in relation to, directly or indirectly, for any training by the member and / or candidate, for any reason whatsoever. Even if the member or candidate has failed to attend the training on such date(s) the candidate will have no recourse either for re-training or for the refund of fees, in part or in full.

4] Transfers, Cancellations and Postponement

- 4.1 Only eligible persons, as defined in the TEF or any such communication can be registered as candidates for the concerned Trainings (Only Members or his representatives/nominees)
- 4.2 Only registered candidate shall be allowed to attend the training and the candidate may be asked to prove his/her identity before or any time during or after the training. In case of failure to comply with, the candidate shall be liable to be expelled or denied to attend the training. NJ holds all the discretionary rights to judge upon the identity of the candidate and take the necessary actions. Such action shall be final and conclusive. NJ would not reimburse, refund or make good any fees or amount(s) paid or borne by the candidate in relation to such training.
- 4.3 The candidate cannot transfer / substitute his candidature / seat for any other person, unless otherwise specifically stated in the TEF. Any other person who wishes to undergo the training, he/she, mandatory need to be a registered member of NJ Gurukul first, unless otherwise as stated in TEF, and then has to enroll for the specific trainings for which he is eligible by paying the fees as set out in the TEF.
- 4.4 The candidate cannot forfeit, or cancel his candidature for training once the TEF has been signed & submitted and the payment made. In case the candidate does so for any reason whatsoever, he or she would not have any recourse of any kind.
- 4.5 In case the candidate wishes to change his or her training from one date to any other date, the candidate or the member must make the request in writing, or otherwise as specified in the TEF, at least 7 clear working days prior to the date of commencement of such training to the concerned person or place as identified and set out in the TEF. The onus of ensuring and confirming the acknowledgement / receipt of the said communication rests solely on the candidate or member.
- 4.6 In case, no request for change of the training date is received by NJ, within period specified in clause 4.5, and / or there is delay in receipt of the same, the member or the candidate would be treated as if he or she is attending the training on such Training Dates and will have no recourse if he or she is unable to attend the same for any reason whatsoever.
- 4.7 No refund request of the fees once paid either in part or full would be entertained in any circumstance.

5] Members and Candidates

- 5.1 The candidates shall act reasonably well throughout the training. Candidates are required to maintain proper discipline and etiquettes during, before and after the training session at the training venues
- 5.2 In the interest of the other candidates / smooth completion of the training program, NJ may expel/remove/disqualify candidate(s) from a training session in case the candidate's behaviour is not as expected or if the candidate interferes during the training session and obstructs the smooth functioning of the same.
- 5.3 The opinion/decision of the Trainer in this regards shall be final and the candidate will not have any recourse, including but not limited to the refund of such training fees paid and other consequential or incidental expenses incurred, directly or indirectly to such training, upon such expulsion / removal / disqualification, non-availability of the training
- 5.4 NJ does not claim or guarantee that the candidate undergoing the training would successfully clear or pass any such certification or test for which such specific training was undertaken. The extent of benefit from any training program purely depends upon the candidate's own abilities, efforts, understanding, focus and memory.
- 5.5 In case, the member nominates any candidate, other than himself / herself as per the TEF for any training, the concerned member shall continue to be responsible for all acts & omissions of such nominated candidate. By signing these terms & conditions, the member understands and agrees to bear all the obligations and full responsibility for such candidates and be liable to bear any actions, claims, damages, losses, suits, proceedings, demands, or expenses, costs, charges, for any act of the candidate further to breach of any of these terms & conditions.

6] NJ's Right and Obligations

- 6.1 NJ represents that it has taken due care and caution in providing information on its Training and Websites and that the information / references may be taken from external sources. However, NJ does not make any guarantees or warranties whatsoever, expressed or implied, regarding the accuracy, adequacy, completeness, timeliness, relevance, applicability, practicality, authenticity, dependability, presentation, interpretation, functionality, fullness of any content, information, data, statistics, workings, reports, analysis, statements, comments, ideas, etc (information) made, directly or indirectly, as part of the training and / or in the contents, materials, websites, etc And that NJ cannot be held liable to any actions, claims, damages, losses, suits, proceedings, demands, or expenses, costs, charges, in respect thereof or otherwise, for any errors or omissions, mistakes, misrepresentations of such information or for the results obtained from the use of such information whether direct, indirect, consequential or otherwise by the member and / or candidate or any other third party
- 6.2 NJ may at any time, without any notice, intimation or prior approval, change or modify the Training location or venue or date(s). In case of such a change, NJ shall announce the changes and the candidate would be intimated, communicated of the change, either by e-mail, telephone or by updating such change online on websites.
- 6.3 NJ reserves the right to revise its Fees for various Training from time to time without any prior intimation approval of the parties. NJ also reserves the right to introduce subscription fees for membership of NJ Gurukul in future which can be also applicable to the then existing members of NJ Gurukul.
- 6.4 NJ may at its sole discretion, introduce new trainings and modify some or all of the existing trainings offered NJ Gurukul. In such an event, NJ reserves the right to fix fees for the new trainings introduced or amend/introduce fees for existing trainings, as the case may be. Changes to the training & subscription fees shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website.
- 6.5 NJ cannot be held liable for any refund of fees, actions, claims, damages, losses, suits, proceedings, demands or expenses, costs, charges in respect thereof or otherwise on account of the cancellation, postponement, change in venue, dates, contents, etc of any training
- 6.6 Neither NJ, nor any of its officers, group companies, directors, etc can be held responsible for any loss arising out of any transaction done in cash by any of the members or candidates or any other person. The members and candidates are specifically directed not to enter into any cash transaction with any person either from NJ or otherwise.
- 6.7 NJ retains the sole right and discretion to change, amend or modify the rules and regulations and the Training Services, etc without any prior intimation or prior approval of the candidates/ members or any other person.
- 6.8 NJ may at any time, terminate, suspend or disqualify any member from NJ Gurukul or any candidate from any training by giving a written notice to this effect. NJ bears no obligation to state the reason for the same and the decision shall be final and binding upon NJ's own discretion.

7. Intellectual Property & Confidentiality

- 7.1 "Intellectual Property"/ "IP" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trade marks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, spreadsheets, papers, models, sketches, formulas, information, teaching techniques, electronic codes, proprietary techniques, research and development projects and data, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable or protectable under any other intellectual property law, or any written or verbal instructions or comments.
- 7.2 NJ owns all the websites, intellectual property whether of a technical, commercial or any other nature, presented or displayed, on websites or forming a part of any, directly or indirectly, of any training or training kit or such materials as distributed with regards to the trainings and / or as membership of NJ Gurukul.
- 7.3 The Candidates shall not, during the training period, or at any time after its completion, divulge any such information to any person not authorised by NJ, in writing, to receive it and shall not utilise any secret or confidential knowledge or information or any intellectual property acquired, directly or indirectly, in connection with or as part of the training to the detriment or prejudice of the other party or use the same for any purposes save for the purposes of this terms & conditions. The candidate shall not copy, communicate, reproduce or make copies of such information or tools, in part or in full, in any manner or format, with or without any changes, whatsoever except to the extent expressly permitted and approved by NJ
- 7.4 The member / candidate is responsible for maintaining and protecting the confidentiality of their login-id and password as issued by NJ and for restricting access to their computer and to their online accounts / desk, if any, as provided by NJ. The concerned member / candidate agree to accept responsibility for all activities that occur under their login-id or password.
- 7.5 Such obligation will not apply to information that has entered into the public domain other than as a result of a breach by the member, candidate or NJ (all), of such obligation, or is required to be disclosed further to a court order or as well as any information, which has been expressly excluded from the confidentiality requirement in writing. All further agree not to use any such Confidential Information to the detriment of the other Party in any way whatsoever, at any time.
- 7.6 NJ states that it will only use the Personal Data of the member and candidates for the purpose of carrying out its obligations hereunder and ensures that all reasonable and appropriate measures are in place to protect the Personal Data. NJ may use the data to communicate the members and the candidates of the new products, services, offers or trainings as launched or available and deemed fit by NJ.
- 8 **Indemnification:** The Candidate expressly agrees to indemnify and hold harmless NJ, its subsidiaries, affiliates, officers and other partners, and its and their respective employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses arising directly or indirectly from or in connection with the members and / or the candidate's acts or omissions further to these TEF terms and conditions.
- 9 This Agreement sets out the entire agreement between the parties in relation to the subject matter hereof and supersedes all previous arrangements, agreements and representations whether written, oral or implied between the Candidate and NJ relating to the Training Services

10. Disclaimer

- The Member and / or the candidate agree that NJ's directors, officers, employees, agents, sponsors, consultants, business partners or other representatives ('service providers') shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way with the delivery of the Trainings or in reliance of the information provided as part of training, Website, Website related services, or any other materials offered or sold or displayed as part of the training or Website.
 - If the foregoing limitation is held to be unenforceable, the maximum liability of NJ and its service providers to member and/or candidate shall not exceed the amount of fees paid by member / candidate for the training that member / candidate has ordered or availed of through the TEF or the online version of the same.
 - NJ does not make any personal recommendations. The information, data, analysis, reports, etc on the Trainings and/or Website is provided solely to enable members / candidates to make its their own decisions and does not constitute a recommendation to buy, sell or otherwise deal in investments or Products and Services offered through the NJ and/or Website. This service does not constitute an offer to buy or to sale or a solicitation to any person in any jurisdiction where it is unlawful to make such an offer or solicitation.
 - No information, market analysis, statements, research reports, etc on the trainings and/or Website is to be construed as a representation with respect to shares, securities or other investments regarding the legality of an investment there in under the respective applicable investment or similar laws or regulations of any person or entity accessing the Trainings and/or Website.
11. The relationship between NJ and the Member and / or the Candidate shall be that of independent contractors. No entity shall be an agent of the other, and no employees or agents of any entity shall be considered the employees or agents of the other entity. Each entity shall be responsible for its employees' and agents' compliance with all applicable laws.
12. Third parties: Third parties have no rights under any Act, in force in India, or any amendment to or re-enactment of such Act to enforce any provision of this Agreement
13. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of any entity prevents such entity from performing in accordance with the terms of this T&C, such non-performance, except an obligation to pay fees or monies, shall be excused and shall not be considered a breach or default for so long as such conditions prevail, provided the affected party provides the other entity with written notice of the force majeure event within forty eight (48) hours of its occurrence.
14. This Agreement shall be effective immediately upon signature by the concerned entities

Signed for and on behalf of

NJ IndiaInvest Pvt. Ltd.

Name:

Title:

Date:

Sign:

.....

Member

Name:

Title:

Date:

Sign:

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