

CONSENT ON TERMS AND CONDITIONS
REFER AND REWARDS SCHEME FOR REMISIER

From,

To,

Marwadi Shares and Finance Limited

'Marwadi Financial Plaza',

Nana Mava Main Road,

150 ft. Ring Road

Rajkot - 360001

The Remisier declare/s, agree/s, understand/s, acknowledge/s and confirm/s that,

Definition:

- a) Remisier - is an individual who has completed 18 years of age, is resident in India, having valid PAN, and Remisier may include an HUF, firm who refers his/her/its friends/relatives and acquaintances for opening his/her Demat and Trading accounts with MSFL.
- b) Referee/Client - is a person/entity who has been referred for opening his/her/its Trading account with MSFL by the Remisier.
- c) Referral Incentive - A fix percentage (%) of brokerage sharing (against the brokerage generated by the referee) which will be given if the referee account is activated within 3 months of the Account opened.
- d) Remisier Ledger - Ledger maintained for the purpose of crediting Referral Incentives.

e) Qualifying New Account - is a new account opened by a referee with MSFL using the special referral link or code provided by Remisier which is generated by MSFL and shared to Remisier. Any account which is closed by the client will not be considered, if it is re-opened using the referral link or code within 30 days of closing of account.

Terms and Conditions:

1. By participating in the scheme shall be deemed as my/our acceptance to the terms and conditions set out herein.
2. The Remisier undertakes that he/she/it is not registered as AP of any other trading member of any stock exchange and also not registered as a trading member of any stock exchange. The Remisier also undertakes that he/she has not been debarred to access the securities market, directly or indirectly, by SEBI or any other regulators.
3. The Remisier should not undertake any form of selling/advisory activities w.r.t securities and should not manage the portfolio of any person who is being referred. He/she should strictly limit his/her role to "Referral" only.
4. That the Remisier will introduce clients to MSFL primarily for conduct of retail broking operations by such clients through their trading and demat accounts. The refereed client will be free to avail MSFL's advisory/PMS/Mutual funds or IPO distribution or any other services as may be offered by MSFL and Remisier may be shared Referral Incentive from net revenue earned by MSFL from such allied services/products which may or may not directly and explicitly be sold by referee.
5. That MSFL will decide all the terms at which the trading to be allowed to such referred clients. Further, MSFL will carry out due diligence while onboarding the client and if the client is not found fit and proper to be onboarded, MSFL's decision in this regard shall be the final and binding to Remisier and referee.
6. The broking transactions undertaken by the clients introduced by the Remisier shall take place through the trading terminals of MSFL at its dedicated Central Dealing Desk (CDD) at Corporate Office of Rajkot or at the MSFL branch or by using internet based trading or mobile trading as offered by MSFL.
7. For the clients introduced by the Remisier, strict client based exposure/RMS will be followed by MSFL.

8. That MSFL will and may take the risk containment measures as per its RMS policy with respect to the positions undertaken by the clients introduced by the Remisier.
9. The clients introduced by the Remisier shall have to complete registration formalities/KYC formalities with MSFL as per direct KYC based relations within 15 days of reference is generated. If the client account is processed after 15 days, the eligibility for Referral Incentive from this client will lapse and MSFL employees/franchisee will be free to reach out to the client to open the account and Remisier would not be eligible for referral incentive. The funds and securities of the clients shall be settled directly between MSFL and clients. All correspondences viz. contract notes, daily margin statement, statement of accounts, Annual global transaction statements etc. shall be sent to the respective client only and under no circumstances will go to the Remisier.
10. The Remisier cannot conduct IPV/OSV of the referee.
11. The Remisier shall have no authority to prescribe the brokerage rates applicable to the clients and shall have no authority to change the brokerage rates as prescribed by MSFL. The Remisier shall not make any false promises to the prospective customers with regard to the brokerage and other charges.
12. The amount to be receivable by the Remisier will be calculated every month and shall be credited to their bank account in the subsequent month by MSFL. In case the Remisier's own broking account with MSFL is in debit on the passout release day, Referral Incentive may be released only after having recovered debits in the broking account ledger of Remisier.
13. The Referral Incentive earned through Refer & Reward scheme may be exclusively credited to the Referral Ledger.
14. The Referral Incentive may be credited to the Referral Ledger on a monthly basis, however this may be credited with the lag of 30 working days. E.g. Referral Incentive earned in January may reflect & can be redeemed in February.
15. MSFL's decision on the computation of Referral Incentive, redemption of Referral Incentive and validity of Referral Incentive shall be final, conclusive and binding on Remisier. All the computations will be after netting off any incentives, freebies etc of the referee.
16. Remisier will have no access to any accounts of Referee including trade book, brokerage details of the Referee, books of MSFL etc. The Referral Incentive credited

by MSFL to Referral Ledger shall be final, binding on Remisier and shall not be challenged.

17. Referral Incentive lying in Referral Ledger shall not be considered towards the margin for his trading account with MSFL.
18. Remisier shall not claim any expenditure incurred by him while referring clients to MSFL.
19. In the event of cancellation of the scheme being regulatory or for any other non-avoidable reason, all the future and accumulated Referral Incentive shall stand forfeited forthwith.
20. Post closure / withdrawal by MSFL or closure of trading account by Remisier or upon demise or insolvency of Remisier, MSFL shall retain all the clients referred by Remisier and those clients shall continue to remain the clients of MSFL or continue to do transactions through MSFL and all the Referral Incentive shall be forfeited. Further upon death or insolvency of Remisier, legal heirs / successor / administrator of Remisier, shall not be eligible to claim for Referral Incentive. The Referral Incentives are non-transferrable. Until the demise or insolvency of Remisier, the Referral Incentives will be shared to the Remisier.
21. The acts, actions taken by MSFL are in good faith in response to any oral or electronic instruction or enquiry by Remisier in respect of any matter in relation to this product and fulfilment of any benefits thereon. Remisier shall not be entitled to claim or allege any loss, damage, liability, expense etc. attributable directly or indirectly, to any such good faith action of MSFL.
22. Remisier shall not be eligible for any interest on the accumulated Referral Incentives.
23. Remisier indemnify and hold harmless MSFL, its Affiliates, group companies/ associates and their respective directors and employees from and against any damage, loss, cost or liability (including all expenses and costs of enforcing rights under this terms and conditions) arising out of or resulting from (i) any use or disclosure (ii) any leakage of the Confidential Information and (iii) breach or violation of any of the covenants or terms of this scheme.
24. Remisier agree that the following activities are expressly prohibited and engaging in any of these will lead to initiation of legal and criminal action against Remisier and also result in immediate termination and disqualification from the Referral Program,

forfeiture of existing referral invitations and accrued, but not yet received, Referral Incentives:

24.1) Spam, bulk distribution of invitations, distribution to strangers or any other promotion of MSFL Refer and Reward Scheme through invitations that would constitute or appear to constitute unsolicited commercial e-mail, sms, publishing any article or content about MSFL products, services etc.

24.2) To the extent Remisier decides to post his referral link on any third party website or platform, such as a social media website, Remisier must also comply with that third party's terms of use. Remisier will not pursue leads using multi level model of referrals and the client referred has to be directly referred. Remisier should also be aware that by engaging in any such activity on a third party site (1) you will be at your own risk, subjecting yourself to those third party sites' privacy, security and consumer practices and policies which MSFL does not endorse or control, and (2) that those third party sites may be able to tell, based on your activity, that you have account with MSFL. Resorting to any such activity may lead to termination to your association with MSFL.

24.3) Not publish or distribute referral links in locations where the audience is likely to include individuals you do not know or who may not be interested in MSFL.

24.4) Advertisement* of any kind in any form on any medium print, audio visual form, web etc. including social media (facebook, twitter, whatsapp, instagram, youtube etc) , or spam under any applicable law or regulation.

24.5) Fraud, attempted fraud or abuse of the MSFL's Remisier and reward scheme or these Terms & Conditions.

24.6) Selling, trading, bartering or providing anything of value to your referee beyond the referral invitation or otherwise using Remisier's own Program invitations or Referral Incentives for promotional purposes.

24.7) Organising competition, contests online, posting content about MSFL etc.

24.8) Any act or omission resulting in damage to MSFL in any form whatsoever in nature.

24.9) If the remisier is found to be from a category of person referred to in point 25, the immediate termination and disqualification of the remisier from the

Referral Program will take place and this will be on the sole discretion of MSFL. Forfeiture of existing referral invitations and accrued earnings will be done by MSFL.

* **Advertisement** includes all forms of communications like any information about MSFL products, services etc, form of document, pamphlets, circulars, brochures, notice or any research reports or any other literature or information, material published, or designed for use in a newspaper, magazine, SMS or other periodical, radio, television, telephone or tape recording, video tape display, signs or bill boards, motion pictures, telephone directories (other than routine listings) or other public media including any generally accessible websites or emails, whether in print or audio visual form or used in workshop/seminar or public speaking or in any other manner. This also includes social Media including but not limited to Facebook, Twitter, Instagram, YouTube, WhatsApp, etc.

25. This scheme is not applicable to the following categories of persons/Remisier/referee:

25.1) MSFL, its Associates, Group companies and their respective employees including their dependents. Dependent includes his/her spouse, dependent children and dependent parents.

25.2) Authorised persons, Business Associates and their respective employees, dependents. Dependent includes his/her spouse, dependent children and dependent parents.

25.3) Any other person/group/entity/category of clients as decided by MSFL from time to time at its discretion.

26. That in consideration of the referring of such referee to MSFL, the Remisier will be entitled to receive Referral Incentive at a flat rate of % of the brokerage generated on trades done by such referee.

27. The Referral Incentive will be subject to deduction of applicable TDS and other taxes and charges. The Remisier will be responsible for any taxes resulting from receipt of Referral Incentives. Remisier is advised to consult his/her tax advisor, if needed.

28. The referee should activate his account within ~~30 days~~ 3 months of the opening of the account. Activate means the referee has executed at least one trade in his trading account.

29. The Remisier will not be receiving referral incentive from revenue generated from turnover of referred client, if the referred client had been inactive for 12 months or more time and has been activated by the employees of MSFL.
30. If a referee has been referred by 2 or more referees, then the referrer who has referred 1st will be considered and will be eligible for Referral Incentive. Decision of MSFL will be final and binding on Remisier and the referee.
31. The mobile number and email id at the time of referring and opening an account should be the same.
32. If the details provided for referrals are incomplete/ incorrect/ invalid, the Remisier who has provided a reference shall not be entitled to any reward under the Referral Program.
33. The Remisier confirms having obtained the consent of the person referred for providing his/her details. The Remisier will refer only to those people whom the Remisier knows personally and who will be glad to be referred to MSFL. MSFL will send one invite and up to two reminders to each person referred. The reminders can be canceled by emailing to [REDACTED].
34. No other offer can be clubbed with this Remisier program offer during account opening.
35. MSFL reserves the rights to withdraw or change or alter or close this offer any time before the validity period mentioned without any prior notice. Remisier is deemed to be aware of and bound by such changes/alteration/modification, by his continued access to or participation in the scheme. MSFL will indicate that changes, wherever possible, have been made by presenting these terms and conditions at the time of Remisier's making a referral anytime after an update to these terms and conditions. If the Remisier does not accept any such changes, his sole and exclusive remedy is to cease participation in the scheme.
36. MSFL reserves the right to carry out checks & controls as it deems fit and proper, before disbursement of the Referral Incentive to the Remisier.
37. Remisier agrees that
 - 37.1) he is not currently subject to any investigation or proceeding which could result in statutory disqualification under any law of India.

37.2) If, at any time, he/she/it becomes statutorily disqualified, he/she will be disqualified and agree to not to participate in the Referral Scheme and shall immediately inform MSFL on email id sbregistration@marwadigroup.in and compliance@marwadionline.in

38. The referee shall not be subjected to any kind of trade inducement by the referrer and it shall be ensured that all instructions for placement of orders are obtained from the respective clients only.
39. All the details/information pertaining to the client shall be maintained confidentially and the same should not be disclosed to any person except as required under any law/regulatory requirements or with the express written permission of the client.
40. Referral Incentive should not be recovered from the client being referred and no obligation whatsoever should be cast on such client. There should be no financial transaction between the referred client and The Remisier under the arrangement.
41. The Remisier shall keep complete confidentiality of information pertaining to business and all the details of clients/prospective clients. At no stage, the Remisier shall be permitted to divulge business sensitive information or client details like e mail id, cell No., client code etc. to outsiders and/or competitors. If ever it is found that the Remisier has violated confidentiality of business information, this relationship between MSFL and the Remisier shall be unilaterally terminated by MSFL and the Remisier shall have no claim against MSFL for the loss arising from the cessation of relationship. The Remisier shall also follow common standards of business ethics in its dealings with both clients and MSFL. Common standards of business ethics are honesty and complete transparency in dealings with clients and associates or any such other specific standards that may be laid down by SEBI / NSE / BSE / NCDEX / MCX / ICEX / NSDL / CDSL, to be followed by market participants. The referar shall not indulge in manipulative, fraudulent or deceptive transactions or spread the rumors with a view to distorting market equilibrium or making personal gains.
42. That Remisier shall be just and faithful to MSFL in all transactions relating to this scheme.
43. The Remisier shall not do or cause to be done any act so as to cause or damage MSFL. The Remisier shall also ensure the same in respect of clients to be introduced by him.

44. Under no circumstances, Remisier will represent as an agent of MSFL to those clients who are interested in accessing the secondary market through MSFL and induce or lure and / or undertake any form of selling and / or advisory in secondary markets with respect to securities and should not manage the portfolio of any person who is being referred and / or place orders in the securities market. It is clearly understood that the Remisier role is very limited to the extent of referring clients to MSFL to get them registered as clients of MSFL and that Remisier shall not offer any facility for the said clients for trading in secondary markets through MSFL. Further, Remisier shall be liable for all consequences that arise as a result of any activity carried out by Remisier outside his role defined herein as a Remisier.
45. The Remisier shall not solicit or endeavor to entice, directly or indirectly any client introduced by him to MSFL to obtain services of any competitor of MSFL. The Remisier will not approach any existing customer of MSFL for cross sell / upsell of any product or service. Reopening of any closed account of MSFL after 30 days of closing thereof will be eligible for referral incentive.
46. The Remisier will invite only interested personal, friends, family and known acquaintances to open an account with MSFL by utilizing the referral link and sharing tools provided by MSFL. The Remisier shall not use any material other than the written material provided by MSFL for promotion of MSFL products. Under no circumstances, the Remisier will print any visiting cards, pamphlets, brochures, rubber stamps, stationery items or any material using the name and logo of MSFL or conveying any direct or indirect association with MSFL.
47. Any modification or efforts to bypass, manipulate, obscure or otherwise modify the delivery and accurate presentation of the referral link, sharing tools, content, disclosures or other materials and instructions provided by MSFL, will be considered a violation of these terms.
48. MSFL shall not be held liable/responsible for any actions, claims, demands, losses, damages, costs, charges and expenses, which Remisier may suffer, sustain or incur by participating in this scheme.
49. The Remisier shall not assure any returns or make any presentation to the prospective customers, which is not authorized, approved and provided by MSFL.
50. The Remisier shall make aware the prospective customer of all the terms and conditions as provided by MSFL, for availing the products of MSFL and shall not make any misrepresentation or false promises to the prospective customer.

51. MSFL shall be entitled to terminate the contract forthwith and without any notice or payment in lieu of notice and take necessary legal action against the Remisier on account of moral turpitude, dishonesty, wrong selling, fraud, forgery, and unbecoming conduct on the part of the Remisier or if found that the Remisier has provided false information about himself / herself or has forged and documents pertaining to the Remisier himself / herself. In case of termination of the contract by MSFL, the Referral Incentive for the relevant previous month may not be paid by MSFL at its sole discretion.
52. MSFL shall be entitled to terminate the contract forthwith and without any notice or payment in lieu of notice and take necessary legal action against the Remisier, if found making any misrepresentation to the prospective customers or existing clients.
53. The arrangement is intended for the promotion of products offered by MSFL.
54. Any grievances related to the above scheme would not be entertained on the MSFL/ Exchange/SEBI Platform. All disputes and questions whatever, between Remisier and MSFL, which shall either during the duration of this scheme or afterwards arise, will be resolved mutually. In case of the unresolved differences will be referred to an arbitrator with the subject to the provisions of the Arbitration and Conciliation Act, 2015, or any statutory modifications thereof for the time being in force. The arbitration proceedings shall be presided by a sole arbitrator appointed by MSFL and shall be binding on the Remisier. The venue of arbitration shall be held in the city where MSFL's corporate office is located at the time such arbitration is commenced and language of the Arbitration shall be English. The Court in city where MSFL's corporate office is located, at the time such arbitration is commenced, alone shall have exclusive jurisdiction over any dispute. Arbitration must be commenced by service of a written demand for arbitration or a written notice of intention to arbitrate upon the other party. Disputes between clients introduced by the Remisier and MSFL will be treated as dispute between client and the MSFL and the same shall be submitted for redressal to the Investor Service Cell / Arbitration mechanism of the respective exchanges.
55. Remisier's relationship with MSFL shall be on a principal to principal basis and nothing contained in this document shall be construed to create any relationship of agency, partnership, joint venture and/or employment. MSFL at its sole discretion shall have the absolute right to accept or reject the clients being referred without assigning any reason to Remisier. The decision of MSFL in this regard shall be final, binding on Remisier and not questionable.

56. Remisier will be given access to the back office software so as to have a summarized look at the status of account opening process of referee, revenues accumulated, etc. as may be permissible by the regulations of exchanges. The decision of MSFL on details and contents of such backoffice access shall be final and binding to remisier.
57. These terms and conditions applicable to Refer and Reward scheme are in addition to and not in derogation of the terms and conditions as may be applicable to the products/services being made available to the Remisier(s)/Referee(s) by MSFL.
58. The participation in the program is entirely voluntary and it is understood that the participation by the Remisier shall be deemed to have been made on a voluntary basis.
59. Investment in the securities market is subject to market risk, read all the related documents carefully before investing.

Terms and conditions agreed by;

Name:-

Remisier.

Documents which would be proposed to be obtained/required.

If the Referee has broking account with MSFL, back office does have his all basic details including Bank details also. In such cases, we need to have his/her Broking Account code only and Terms & Conditions sheet/agreement duly signed.

In case the referee does not have the broking account with us, we would need following documents.

1. PAN Card
2. Address Proof
3. Cancelled cheque/Bank statement
4. Aadhar card copy
5. Passport photograph
6. All basic contact details like e-mail id, cell No., LL No., office & residential address.....

Having obtained the information, MSFL will have to generate a LG code (Lead Generate) code. This code will have to be mapped to the clients referred by that person and pass out to him/her will take place. In case the referee is already our client, his client code may be used as LG code.