

### Terms and Conditions for Referring Person

- (a) I/We agree that we shall not undertake any form of distribution /advisory activities in secondary market w.r.t securities or Mutual Funds and will not manage the portfolio of any person who is being referred by me/us. I/We shall strictly limit our role to Referral only.
- (b) I/We hereby declare that I have no financial transaction with any person who is being referred by me/us under any kind of arrangement.
- (c) I/We understand that it shall be the sole discretion of Espresso Financial Services Pvt. Ltd (formerly known as Sharekhan Comtrade Private Limited) (hereinafter referred to as "Espresso") to open accounts of the person referred by me/us and the mere fact that I/we have referred any other person shall not make it obligatory on the part of Espresso to mandatorily open such accounts.
- (d) I/We understand that in case Espresso receives any information or complaint about any discretionary trade happening in Referred Persons' account by any modes such as password sharing or any other modes in an unauthorized manner, then all or part of referral incentives may, at the discretion of Espresso, be clawed-back / forfeited or debited back to my/our ledger and be recovered / recoverable from me / us and I/we agree to make good such monies to Espresso.
- (e) I/We hereby declare that we shall not act or project ourselves as or hold myself / ourselves out as a Espresso employee / Espresso's Authorized Representative or franchisee.
- (f) I/We hereby declare that we shall not print or use any letter-heads / rubber-stamps / visiting cards in the name of or containing the name of Espresso or create any impression of any business association with Espresso.
- (g) I/We understand that we shall under no circumstances, collect any cash or blank cheque or physical shares or DIS slip of Referred Persons on behalf of Espresso or for submission to Espresso. I/We fully understand that the dealings of the person referred by us shall be independent from our dealings.
- (h) I/We agree that we shall not enter into any type of transactions which are in the nature of trade inducement with the person referred by us.
- (i) I/We understand that all incentives paid to us shall be subject to applicable taxes.
- (j) I/We fully understand that any dispute arising w.r.t. referral program / incentive schemes or calculation of referral income between Espresso, the person referred by us and me / us will not be covered under Investor Protection or Grievance Redressal Measures of the Exchanges.
- (k) I/We understand that we shall be bound by the incentive computations provided by Espresso and shall not be entitled to ask for any proof of the incentive calculation, which involves sharing of trade/volume data of the person referred by us.

- (l) I/We understand that we shall receive the incentive as may be fixed by Espresso or as agreed in the agreement between us. The incentive may be modified based on changes in the strategies or plans or policies of Espresso but shall not be modified, negotiated or changed during the tenure of our relationship on the basis of business generated or number of instances of clients referred.
- (m) I/We understand that the incentive shall not be transferable to any other person and shall be paid to me / us by way of credit to my / our trading account ledger.
- (n) I/We also agree that I/we shall receive incentive on trades done by persons referred by me / us only upto such date that I/we maintain a trading account with Espresso. No incentive shall accrue to me / us once I / we close our trading account with Espresso.
- (o) This offer is applicable only for resident individuals.
- (p) A minor can not avail this offer.
- (q) This offer can't be combined with any other offer.
- (r) Espresso reserves the right to withdraw / modify this offer any time, at Espresso's sole discretion, without assigning any reasons therefore and client shall not be entitled to claim any loss including opportunity loss or otherwise etc.
- (s) Decisions taken by Espresso / its management in this regard shall be final and binding upon all the parties.
- (t) Any change/amendments in the existing Scheme owing to change in regulations or clarifications issued by Exchanges/ SEBI would be binding on me/us at all times.
- (u) I/We understand that the brokerage that I/we generate will be made visible to the individual that has referred me/us to Espresso on their Espresso reports, such as their Referral Dashboard.
- (v) Fees received/receivable will be treated as Business-to-Customer for GST Compliance; hence, it is not available as input credit.

I/ We have read and understood the above terms and conditions and hereby agree to them.