

## Terms and Conditions for Referrer of the “HimanshuGyan LLP” Referral Scheme

- (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 Angel One & SMC Global (under HimanshuGyan LLP) 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 HimanshuGyan LLP to mandatorily open such accounts.
- (d) I/We understand that in case HimanshuGyan LLP 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 HimanshuGyan LLP, 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 HimanshuGyan LLP.
- (e) I/We hereby declare that we shall not act or project ourselves as or hold myself/ourselves out as a HimanshuGyan LLP employee / HimanshuGyan LLP 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 HimanshuGyan LLP or create any impression of any business association with HimanshuGyan LLP.
- (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 HimanshuGyan LLP or for submission to HimanshuGyan LLP. 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 HimanshuGyan LLP, 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 HimanshuGyan LLP 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 HimanshuGyan LLP or as agreed in the agreement between us. The incentive may be modified based on changes in the strategies or plans or policies of HimanshuGyan LLP 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 (if applicable) only up to such date that I/we maintain a trading account with HimanshuGyan LLP. No incentive shall accrue to me/us once I/we close our trading account with Angel One or SMC Global (Under HimanshuGyan LLP).
- (o) Incentive structure at the time of opening of the account of my/our referred person will apply to me/us. I/We fully understand that the incentive/referral scheme may be subject to change depending on regulatory and business circumstances and therefore, the incentive structure as existing at the time of my/our referring the lead may differ from the incentive structure continuing at the time of my referred lead actually opening an account with Angel One or SMC Global (Under HimanshuGyan LLP). Accounts of different leads referred by me/us may finally get opened at different point of time, and therefore may be subject to different scheme incentive calculations.
- (p) I/We understand that HimanshuGyan LLP may be running various offers at different points of time, due to which there may be periods when the brokerage charged to persons referred through me/us may be discounted or even NIL. In a scenario where I/we are entitled to any share in the brokerage generated by persons referred through me/us, such campaigns may reduce or adversely affect the incentive received by me/us for such periods and I/we understand the same.
- (q) This offer is applicable only for resident individuals.
- (r) A minor cannot avail this offer.
- (s) This offer can’t be combined with any other offer.
- (t) HimanshuGyan LLP reserves the right to withdraw/modify this offer any time, at HimanshuGyan LLP sole discretion, without assigning any reasons therefor and client shall not be entitled to claim any loss including opportunity loss or otherwise etc.
- (u) Decisions taken by HimanshuGyan LLP / its management in this regard shall be final and binding upon all the parties.

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