



**REFERRAL / INCENTIVES POLICY AND**  
**TERMS AND CONDITIONS**

With reference to NSE circular NSE/INSP43029 dated December 26, 2019 and BSE circular 20191227-39 dated December 27, 2019, GEPL Capital Pvt. Ltd. (herein after referred to as 'GEPL') is Offering the said Referral Scheme to all clients of GEPL and has sole discretion to withdraw or revoke the said Terms and condition and Referral/Incentives Scheme Policy.

The Referrer or introducer (***Referrer/Introducer*** - A person (an existing client) who refers a new client to GEPL) for referring friends/family and prospective clients, would earn **10%** of all brokerage generated from the completed referred clients (***Completed referred client*** – A Client under referral shall be complete and active with all required documents as per the terms and condition of the Exchange), subject to below terms and condition.

**TERMS AND CONDITIONS**

1. *Clients referred by the Referer must complete their account opening process & have their trading and demat account activated within 60 days and shall activates his/her account within 60 days of referral given.*
2. *The Client code allotted to referrer shall be recognized as validation code.*
3. *All the rewards will be credited to the referrer account within 60 days of account activation.*
4. *Referred clients from one Client ID are not transferable to another Client ID.*
5. *Mapping will only be considered to introducer/referrer after signing the said documents and agreeing the terms and condition.*
6. *All Completed Referrals who have opened an account on or after May 1, 2022 will be eligible for brokerage sharing towards clients/referees who have referred clients under this Referral Incentive Scheme.*
7. *If the client is already registered with GEPL, such client cannot be mapped to the introducer/referrer.*
8. *If a client is being referred by two referrer, then the referrer on who has referred 1<sup>st</sup> will be considered.*
9. *If the details provided for referrals are incomplete/ incorrect/ invalid, the Referrer who has provided a reference shall not be entitled to any reward under the Referral Program.*

\_\_\_\_\_ (Referrer/Introducer Signature)



10. *The Referrer confirms of having obtained the consent of the person referred for providing his/her details.*
11. *In case of any dispute, the decision of GEPL management will be final and binding.*
12. *Minor accounts are not eligible for referral offer.*
13. *GEPL reserves the rights to withdraw this offer any time before the validity period mentioned.*
14. *For eligibility of incentives or referral fees as per this scheme following condition shall be met;*
  - a) *An existing client should have at least 5 Completed Referrals against his/her Client ID/trading account.*
  - b) *Referrer are eligible for withdrawal of incentives provided, the minimum amount out of 5 completed referred client, must be Rs. 1,000 (One Thousand Rupees) or above. Below the said minimum amount the payout shall not be done.*
  - c) *Such Payment of fees shall be post Tax Deducted at Source (TDS) which is at 5% or as per Applicable Law.*
  - d) *Referrer shall withdraw such amount within a period of 365 days from such date of being eligible to withdraw. In case such amount is not withdrawn within stipulated time of 365 days from the date of eligibility, all such eligible amount payable shall lapse for the client.*
  - e) *If any of the referred client has been closed/deactivated for any reason whatsoever, the applicable incentives shall be withdrawn in that particular client.*
  - f) *The Eligible amounts available for withdrawal will be deposited towards the client's linked bank account which is in his/her own name and not in any other person's name provided it has been requested by the Referrer and should be more than Rs.1,000/-.*
  - g) *The breakup of brokerage generated will not be shared to referrer. Only the total amount as per internal policy of all brokerage generated from all such Completed Referrals will be shown to referrer under this Referral Incentive Scheme.*
15. *Referrer shall be eligible for only 10% brokerage generated from such Completed Referrals excluding other charges, such as; taxes, transaction charges, SEBI/Exchange related charges and such other charges.*
16. *The Referer shall abide by, declare and agree to all clauses stated below and In case any misrepresentation or incorrect declaration is provided, such clients shall indemnify GEPL for any such damages, direct or consequential, with respect to any violations of Circulars, Rules & Regulations, Bye-Laws of all Recognized Stock Exchanges (as defined by SEBI) and any such Applicable Law in India.*

\_\_\_\_\_ (Referrer/Introducer Signature)



### **AGREEMENT APPLICABLE TO INTRODUCER/REFERRER**

1. During the term of contract, Referrer will be receiving fees as per the terms and condition.
2. The referring person 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.
3. The referred client shall not be subjected to any kind of trade inducement by the referring person and it shall be ensured that all instructions for placement of orders are obtained from the respective clients only.
4. 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.
5. All correspondences viz. contract notes, daily margin statement, and statement of accounts, Annual global transaction statements etc. should be sent to the respective client only and under no circumstances will go to the referring person.
6. The referring person cannot conduct IPV/OSV.
7. Incentive amount 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 referring person under the arrangement.
8. Member shall be directly and wholly liable in case of any dispute w.r.t. referral program/incentive scheme or calculation of referral income between broker-referred/ referring person.
9. The Introducer shall not solicit or endeavor to entice, directly or indirectly any client introduced by him to GEPL to obtain services of any competitor of GEPL.
10. The Introducer will not divulge to any person or utilize any of confidential information pertaining to Holding or any other information in connection with the business procedures etc., which he/she may possess by reason of his/her association with GEPL to any person or entity outside GEPL.
11. The Introducer shall not use any material other than the written material provided by GEPL for promotion of GEPL products.
12. The Introducer shall not assure any returns or make any presentation to the prospective customers, which is not authorized, approved and provided by GEPL.
13. The Introducer shall make aware the prospective customer of all the terms and conditions as provided by GEPL, for availing the products of GEPL and shall not make any misrepresentation or false promises to the prospective customer.
14. The Introducer 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 GEPL. The Introducer shall not make any false promises to the prospective customers with regard to the brokerage and other charges.
15. GEPL shall be entitled at its discretion to terminate the contract at any time without assigning any reason whatsoever, by giving one week's notice. In case the Introducer wish to terminate the contract he/she will also have to give one week's written notice to GEPL.
16. GEPL shall be entitled to terminate the contract forthwith and without any notice or payment in lieu of notice on account of moral turpitude, dishonesty, wrong selling, fraud, forgery, and unbecoming conduct on the part of the Introducer. In case of termination of the contract by GEPL, the referral rewards for the relevant previous month may not be paid by GEPL at its sole discretion.
17. GEPL 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 Introducer if found making any misrepresentation to the prospective customers or existing clients or has provided false information about himself/herself or has forged and documents pertaining to the Introducer himself/herself or any of the clients/prospective customer.

\_\_\_\_\_ (Referrer/Introducer Signature)



*(to be signed by the Referrer)*

**UNDERTAKING**

Client Code :  
Name of Client(Referrer) :  
Mobile Number :  
Email Id :

I/We hereby agree to the Terms and condition and the below points of GEPL pertaining to Incentives, referral bonus or marketing fee or incentives accepting from GEPL:

- I/We am/are not forbidden to do any business under the Rules, Bye-Laws and Regulations of National Stock Exchange (NSE), Bombay Stock Exchange (BSE), and Multi Commodity Exchange (MCX) or any Recognized Stock Exchange;
- I/We have read and understood all the terms, conditions, clauses of the NSE & BSE with respect to the "Byelaws" of all the Exchanges, "incentives/referral schemes" rules, and rules with respect to marketing and incentives.
- I/We understand that by receiving referral incentives from GEPL, I/We and GEPL are both bound by the rules of the Exchanges;
- I/We have read NSE Circular NSE/INSP/43029 dated December 26, 2019, and have clearly understood all the terms of the circular. Any dispute/grievance under this scheme cannot be referred to the Investor Grievance Panel at NSE and will be resolved between me and GEPL as stated in the abovementioned NSE Circular, and any such dispute should not be made public;
- I/We are accepting this incentive from GEPL only for the referral of new clients/persons, and have not carried out any other activities, such as any financial advisory, inducing persons to use or trade/transact with GEPL, providing stock tips, managing portfolios etc;
- I/We acknowledge that details of clients referred to by me/us, such as; contract notes, daily margin statement, statement of accounts, will not be sent to me/us from GEPL.
- I/We have not, since being eligible to receive any payment/payout from GEPL, entered into any contracts or published any marketing material/advertisement acting as GEPL or act as a referral agent of GEPL without the explicit written permission of GEPL.
- I/We understand that publishing any marketing or advertisement material requires permission/intimation towards the Exchanges. I/We will not & have not publish/'ed any marketing material without the explicit permission of GEPL;
- I/We hereby declare that, since being eligible to receive any incentives from GEPL, I/We are not an employee/referral partner/Introducer/Authorized Person/Sub broker of any other Trading Member (apart from GEPL) of any of the Exchanges. I/We also hereby declare that we are not a Trading Member on any of the Exchanges; and

\_\_\_\_\_ (Referrer/Introducer Signature)



- I/We are not an employee of GEPL or any associate/group entity of GEPL, and I/We are not a relative of an employee of GEPL.
- I/We hereby declare that the above information are true and correct, and if any information is found to be false and incorrect, GEPL will have the right to recover the entire amount received by me/us through whatever means GEPL deems proper.
- I/We agree to indemnify GEPL and its Directors/agents/employees for any damages/claims that may arise from me/us deviating from the Rules/Bye-Laws of the Exchanges, and any terms, conditions, Policies & Procedures of GEPL.
- I/We hereby declare that I/We have read, understood and agree to abide by this Policy, GEPL's terms & conditions, privacy policy and policies & procedures on GEPL's websites.
- I/We hereby understand this policy, along with these terms & conditions with respect to all incentives from GEPL, regarding referrals towards GEPL may be changed from time to time by GEPL, at the sole discretion of GEPL; or by the Exchanges. Therefore, at all times, I/We shall abide by the change in such Policies and Procedures of GEPL & Exchanges without any objections in the future.
- I/We hereby understand that GEPL's management reserves all rights to withhold any such incentives to any such referrer, at its sole discretion, for any reason whatsoever.
- I/We hereby will not held responsible in terms of any lapses or non receipt of the incentives or fees.

\_\_\_\_\_ (Referrer/Introducer Signature)