

Terms and Conditions of Referral Scheme

With reference to the NSE circular NSE/INSP43029 dated December 26, 2019, BSE circular 20191227-39 dated December 27, 2019, and NSE Circular NSE/INSP/43824 dated March 11, 2020 GEPL Capital Pvt. Ltd. (herein referred to as 'GEPL') is Offering the said Referral Scheme to all clients of GEPL and has a 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 prospective clients, would earn **10%** of all brokerage generated from the completed referred clients (**Completed referred client** – A Client under referral shall be complete with all required documents as per the terms and condition of the Exchange), subject to below terms and condition.

1. All referral fees will be credited to the referrer's general ledger account.
2. Referred clients from one Client ID are not transferable to another Client ID.
3. All Completed Referrals who have opened an account will be eligible for brokerage sharing towards clients/referees who have referred clients under this Referral Incentive Scheme.
4. If the client is already registered with GEPL, such a client cannot be mapped to the introducer/referrer.
5. If a client is being referred by two referrers, then the referrer who has referred 1st will be considered.
6. 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.
7. The Referrer shall confirm having obtained the consent of the person referred for providing his/her details.
8. In case of any dispute, the decision of GEPL management will be final and binding.
9. Minor accounts are not eligible for referral offers.
10. GEPL reserves the right to withdraw this offer any time before the validity period mentioned.
11. For eligibility of incentives or referral fees as per this scheme following conditions shall be met;
 - a) An existing client should have at least 5 Complete and active Referrals against his/her Client ID/trading account and the minimum amount out of 5 completed referred clients must be ₹1000/- or above. Below the said minimum amount, the payout shall not be done.
 - b) Payout of referral fees will be after deduction of Tax Deducted at Source (TDS).
 - c) If any of the referred clients have been closed/deactivated for any reason whatsoever, the applicable incentives shall be withdrawn for that particular client.
 - d) The Eligible amounts available for withdrawal will be deposited towards the client's linked bank account which is in his/her name and not in any other person's name.
 - e) The total amount of brokerage generated from all such Completed Referrals will be shown to the referrer under this Referral Incentive Scheme along with his/her eligible payout.
12. Referrer's 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.
13. Referrer's requesting for withdrawal of any incentive payouts must abide by, declare, and agree to all clauses stated below, and in case of any misrepresentation or incorrect declaration is provided, such clients, shall indemnify GEPL for any such damages, direct or consequential, concerning any violations of Circulars, Rules & Regulations, Bye-Laws of all Recognized Stock Exchanges (as defined by SEBI) and any such Applicable Law in India.

I/We, having a trading account with GEPL Capital Private Limited (hereinafter referred to as "GEPL"), hereby undertake and declare the below with respect to accepting any payment/incentives from GEPL, with respect to any referral bonus or marketing fee or incentives from GEPL:

- *I/We am/are not forbidden to do any business under the Rules, Bye-Laws, and Regulations of the National Stock Exchange (NSE), Bombay Stock Exchange (BSE), and or any Recognized Stock Exchange;*
- *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 and understood NSE Circular NSE/INSP/43029 dated December 26, 2019, & NSE/INSP/43824 dated March 11, 2020, and I/We acknowledged that any dispute/grievance under this scheme cannot be referred to the Investor Grievance Panel at NSE and will be resolved between me/us 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 shall not carry 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 GEPL by me/us, such as; contract notes, daily margin statements, and statements of accounts, will not be sent to me/us 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 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 shall not conduct IPV/OSV;*
- *The referred client shall not be subjected to any kind of trade inducement by me/us and it shall be ensured that all instructions for placement of orders are obtained from the respective clients only;*
- *All the details/information pertaining to the referred client shall be maintained with Confidentially and the same shall not be disclosed to any person except as required under any law/regulatory requirements or with the express written permission of the client;*
- *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 shall not, enter into any contracts or publish any marketing material/advertisement acting as GEPL or acting as a referral agent of GEPL without the explicit written permission of GEPL;*
- *I/We is/are eligible to receive incentives from GEPL and the same shall not be recovered from the referred client and no obligation whatsoever shall be casted on such client;*
- *There shall be no financial transaction between me/us and the referred client under any arrangement.*
- *I/We hereby declare that the above information is 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 to be fit and 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 agreed 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 concerning 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 declare that I/We shall not be held responsible in terms of any lapses or non-receipt of the incentives or fees.*
- *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.*