

### TERMS AND CONDITIONS – REFERRAL – GOLDENPI

- This Referral Reward Program (“Program”) is offered, administered and controlled by GoldenPi Securities Private Limited (“the Company”/ “GoldenPi”).
- The Program terms shall be read along with the:
  - laws, regulations, rules prescribed by Securities and Exchange Board of India (SEBI) and the Exchanges (i.e. NSE, BSE) which are applicable to Online Bond Platform Providers.
  - Website terms of use, privacy policy and disclaimer, as amended from time to time.
- You can refer your connections by sharing your referral link / code via e-mail, whatsapp, SMS or other similar functionality, to enable Referees to register with GoldenPi.
- Only existing Users of GoldenPi are eligible to participate in the Program.
- Referees need to complete their KYC successfully to register with GoldenPi by using Referral’s referral link / code.
- The Company may, at its sole discretion, offer a limited period program with the following offer:
  - You can earn 1% of your referee’s investment amount, subject to the following caps:
  - Maximum amount per investment: ₹2,000
  - Maximum amount per referee: ₹10,000
  - Total earning limit: ₹5,00,000 (applicable for the first 50 referees only)
  - Referral payment is allowed only on secondary market bond transactions to be done by your referred friend and NOT on any other asset class.
  - Per investment value (face value of bond purchased) by your friend should be minimum Rs 1 Lac or more.
- The Referral Rewards will be subject to applicable taxes (if any).
- Any Referred Person who re-registers after closing the existing account will not be considered as a Successful Referral and as such shall not be eligible for Referral Reward.
- The Company’s employees will not be eligible to participate in the Program.
- All Referral must abide by, declare and agree to all clauses stated below:
  - I/We have read, understood and agree to abide by the relevant SEBI, BSE and NSE Circulars, Notifications, Guidelines and Regulations governing my activities as a Referral.
  - I/We hereby declare that I/We have read, understood and agree to abide by this Program Terms, terms of Use and privacy policy as posted on GoldenPi Portal.
  - I/We have read, clearly understood NSE Circular NSE/INSP/43029 dated 26<sup>th</sup> Dec 2019, NSE/INSP/43824 dated 11<sup>th</sup> March 2020 and BSE Notice number 20200311-57 dated 11th March 2020 and other applicable guidelines governing Referral Program(s). Any dispute/grievance w.r.t. referral program/incentive scheme or calculation of referral income between Referral and GoldenPi, such disputes/grievances will not be covered under investor protection or grievance redressal measures of the Exchange.
  - I/We accept this Reward from GoldenPi only for the referral of new clients/persons, and will not carried out any other activities, such as any financial advisory, inducing persons to use or trade/transact with

GoldenPi, providing investment advice, managing portfolios etc;

- I/We have/will not post the referral link of my referral code on public forums without any context, and spam any such groups/platforms/pages on social media;
  - I/We hereby declare that the above information is true and correct, and if any information is found to be false and incorrect, GoldenPi will have the right to recover the entire amount received by me/us through whatever means GoldenPi deems necessary.
  - I/We agree to indemnify GoldenPi and its Directors/representatives /employees for any damages/claims that may arise from me/us deviating from the Rules/Bye-Laws of the Exchanges and/or Program Terms.
  - Terms of this Program may be changed from time to time by GoldenPi, at the sole discretion of GoldenPi; or by any changes directed by the Exchanges/SEBI or any such regulator/quasi-judicial authority. Therefore, at all times, I/We shall unconditionally and irrevocably agree to abide by the change in such Program Terms & amendment in the regulatory framework.
- The Referral agrees that the following activities are expressly prohibited and engaging in any of these may lead to initiation of legal and criminal action against Referral and also result in immediate termination and disqualification from the Program, forfeiture of existing referral invitations and accrued, but not yet received, Referral Rewards:
- Spam, bulk distribution of invitations, distribution to strangers or any other promotion of Company's Referral offer through invitations that would constitute or appear to constitute unsolicited commercial e-mail, SMS, publishing any article or content about Company's products, services etc.
  - 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. (Advertisement includes all forms of communications like any information about Company's 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 billboards, 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.
  - Fraud, attempted fraud or abuse of the Company's Program or these Terms & Conditions.
  - Selling, trading, bartering or providing anything of value to your -Referees for promotional purposes and / or trade inducement
  - Any act or omission resulting in damage to the Company or it's representatives in any form whatsoever in nature.
  - Offer any scheme /plan/ brokerage cashbacks/ certificates/ medals/ gifts/ prizes/ coupons/ tokens to referees which compel them to open accounts or undertake/execute trades/transactions with GoldenPi, in order to avail/continue to avail certain benefits under the referral program.
  - Organizing competitions, online contests, etc for promoting the referral program.
  - Any act or omission resulting in damage to GoldenPi in any form whatsoever in nature.
- The Company and any of its officers, directors, personnel and employees shall not be liable for any loss, damage of any nature, including but not limited to direct, indirect, punitive, special, exemplary and consequential in any way arising from this Program.

- The Company reserves the right to carry out checks & controls as it deems fit and proper, before disbursement of the referral amount to the Referral. The Company's decision on Successful Referral shall be final and binding.
- If the details provided for referral(s) are incomplete / incorrect / invalid / duplicate, the Referral who has provided a reference shall not be entitled to any Referral Reward under the Program.
- GoldenPi reserves the right to periodically audit the source for generating such leads/referrals of all clients. Failure to fulfil any audit requirements or showcase such responses to any queries from GoldenPi, may result in the termination of all past/future benefits under this Program.
- The Company reserves the right to amend, modify, change, add or terminate the Program or discontinue this Program without any prior notice. The Company reserves the right, in its sole discretion, to decide the availability of the Program for the Users. In case there is any discrepancy or dispute regarding this Program, the decision by the Company shall be final and binding, neither the Company nor any third party shall have any liability towards any Referral/Referee.
- Referral fees may be withheld or discontinued in case of any regulatory requirements or based on compliance advisories with or without prior notice. If the referrer's account is closed due to a request or failure to update KYC as per compliance requirements, the referral fee will not be paid.
- If the Referral in any case is aware that the referee's risk profile is unsuitable for the transaction, the Referral shall not refer the account.
- Referral rewards shall not be considered as an invitation or persuasion to trade or invest. GoldenPi accept no liabilities for any loss or damage of any kind arising out of any actions taken in reliance thereon.