

Application for appointment of Referral Associate (RA)

Please affix your recent passport size photograph and sign across it.

To
Shri Krishna Share Brokers Pvt Limited
 B-49/7, Site IV, Sahibabad Industrial Area,
 Sahibabad, Ghaziabad-201010(U.P)

I am appending below my brief profile for considering my appointment as Referral Associate (RA) of your company.

1.	Name of the Applicant/Entity				
2.	Father's / Husband's Name (For individual only)				
3.	PAN		Category		
4.	Address				
				City	
		State		Pin Code	
	Contact Details	Email			
		Mobile			
5.	Date of Birth/Date of Incorporation		Nationality		
6.	Residence Address (For individual only)				
				Tel.	
7.	Bank Details of the Applicant /Entity (Only NRO account shall be accepted in case of NRI)	Bank Name _____ Account No _____ Account Type _____ Branch Name & Address _____ _____ _____			

Note: Self-attested copies of the PAN & Address Proof must be enclosed & verified with originals.

I/we also declare that I/we am/are not a member of any exchange nor associated with any other broker/member of the exchange as its Authorized Person. I/we hereby certify and confirm that the above information is true & correct to the best of my/our knowledge and belief. I/we also undertake to inform you about any change in the above mentioned details as & when the same will be affected.

Thanking you,
 Yours truly,

Signature of Applicant/Authorized Signatory

Place :

Date :

Terms and Conditions for Referral at Shri Krishna Share Brokers Private Limited.

- I/We, having a trading account with Shri Krishna Share Brokers Pvt Limited hereby agree to & give consent to act as referral and declare the below points with respect to accepting any referral payment from Shri Krishna Share Brokers Pvt Limited with respect to acting as a referral:
- 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), or any Recognized Stock Exchange as defined by SEBI;
- I/We hereby declare that, since being eligible to receive any incentives from Shri Krishna Share Brokers Pvt Limited, I/We are not an employee/ referral partner/Introducer/Authorized Person/Sub broker of any other Trading Member (broker) of any of the Exchanges;
- I/We also hereby declare that we are not a Trading Member on any of the Exchanges;
- I/We are not an employee of Shri Krishna Share Brokers Pvt Limited or any associate/group entity of SKSBPL;
- I/We are not a relative of an employee of Shri Krishna Share Brokers Pvt Limited;
- I/We have read and understood all the terms, conditions, clauses of the NSE, BSE, and MCX 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 Shri Krishna Share Brokers Pvt Limited, I/We and SKSBPL 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 Shri Krishna Share Brokers Pvt Limited as stated in the abovementioned NSE Circular, and any such dispute should not be made public;

Referral Signature

Date

- I/We are accepting this incentive from Shri Krishna Share Brokers Pvt Limited only for the referral of new clients/persons, and have not carried / will not carry out any other activities, such as any financial advisory, inducing persons to use or trade/transact with Shri Krishna Share Brokers Pvt Limited, providing stock tips, managing portfolios, etc.;
- I/We have not, since being eligible to receive any payment/payout from Shri Krishna Share Brokers Pvt Limited, entered into any contracts or published any marketing material/advertisement acting as Shri Krishna Share Brokers Pvt Limited or act as a referral agent of Shri Krishna Share Brokers Pvt Limited without the explicit written permission of Shri Krishna Share Brokers Pvt Limited;
- I/We understand that publishing any marketing or advertisement material requires approval from the Exchanges. I/We will not & have not published any marketing material without the explicit permission of Shri Krishna Share Brokers Pvt Limited. If I/We are found of violating the regulatory requirement pertaining to advertisement and Shri Krishna Share Brokers Pvt Limited policies with the same, disciplinary/ criminal action shall be taken against me/us;
- The referral should not do an act which amounts to any kind of trade inducement for the referred client and all instructions for placement of orders and dealings shall be given by the client at his sole discretion;
- I/We have/will not post the affiliate link of my referral code on public forums without any context, and spam any such groups/ platforms/pages on social media;
- I/We hereby understand this policy, along with these terms & conditions with respect to all referral schemes from Shri Krishna Share Brokers Pvt Limited may be changed from time to time by Shri Krishna Share Brokers Pvt Limited, at the sole discretion of SKSBPL; or by the Exchanges. Therefore, at all times, I/We shall abide by the change in such Policies and Procedures of Shri Krishna Share Brokers Pvt Ltd & Exchanges without any objections in the future;

Referral Signature

Date

- I/We agree to indemnify Shri Krishna Share Brokers Pvt Limited 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 Shri Krishna Share Brokers Pvt Limited;
- I/We hereby declare that I/We have read, understood and agree to abide by this Policy, Shri Krishna Share Brokers Pvt Limited terms & conditions, privacy policy and policies & procedures on Shri Krishna Share Brokers Pvt Limited websites;
- I/We hereby understand Shri Krishna Share Brokers Pvt Limited reserves all rights to withhold any such referral payment to any such referrer, at its sole discretion, for any reason whatsoever;
- I/We hereby undertake to appraise and update Shri Krishna Share Brokers Pvt Limited of any change in above mentioned.

I/We hereby declare that the above information is true and correct, and if any information is found to be false and incorrect, Shri Krishna Share Brokers Pvt Limited will have the right to recover the entire amount received by me/us through whatever Means Shri Krishna Share Brokers Private Limited.

Referral Signature

Date

Referral Agreement

This Referral Agreement (hereinafter referred to as "the Agreement") entered into at _____, India on this ____ day of _____20 (hereinafter referred to as the "Effective Date")

Between

Shri Krishna Share Brokers Pvt Limited, a company incorporated under the Companies Act, 1956 and having its registered office at C-15, 201-202, Acharya Niketan, Mayur Vihar Phase-I, Delhi-110091 (hereinafter referred to as "SKSBPL" which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns); of the First Part.

And

_____, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at _____, India is desirous of providing services as contemplated herein under this Agreement as a Referral Agent of Shri Krishna Share Brokers Pvt Limited.

Or

_____ a individual/partnership firm/body corporate desirous of providing services as contemplated herein under this Agreement as an Referral of SKSBPL in the name and style of _____ and having his/its office/registered office at _____ (address), Hereinafter referred to as the "Referral", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the other part.

SKSBPL and the Referral are hereinafter collectively referred to as "Parties" and individually as "Party".

Whereas

1. SKSBPL is a company inter-alia engaged in the business of providing online broking services and distribution of other financial products (by way of online / offline / otherwise) including various value-added services and other facilities to its customers
2. The Referral is inter-alia engaged in the business/occupation of providing _____ having UCC Code _____ [insert the business or occupation /Service details of the Referral Agent in brief].

3. The Referral is desirous of providing services as contemplated herein under this Agreement as a Referral of SKSBPL.
4. The Referral have read, understood and agreed to terms and conditions as per the terms sheet signed separately with respect to various regulatory requirements.
5. This agreement has outlined inter-alia the scope of the activities, responsibilities, confidentiality of information, commission sharing, termination clause, and reflects our broad understanding of the nature of services.

Now, the appointment made is nowhere termed as employment with Shri Krishna Share Brokers Pvt. Ltd., (hereinafter referred to as the 'SKSBPL') and shall be purely on contractual basis. The referral agrees to abide by the Company's code of conduct in force from time to time and shall not conduct himself/herself in any manner, which could conflict with the interest of the SKSBPL. The terms and conditions which shall govern the provision of the referral and distribution services is as mentioned below:

Scope Of Services

1. In the event that any person is desirous of trading/investing through SKSBPL the referral shall refer such persons to SKSBPL as a client. This includes transactions in Equity, Equity Derivatives and Currency Derivatives only.

Obligations of the Referral

1. It is an obligation to inform SKSBPL in case referral registers or makes an application for registration with SEBI to act as an intermediary or investment advisor in future.
2. Clients introduced by the referral have discretionary right to continue their relationship through SKSBPL at his sole discretion and discontinuance of a contract, if any, between the referral and its SKSBPL will not affect any of relation between SKSBPL and Client.
3. The referral abide to follow Regulations/Rules/Guidelines/Circulars of SEBI and all the applicable regulatory requirements specified by SKSBPL as may be notified from time to time.
4. The referral is not authorized to receive money on behalf of the Client and issue any receipt thereof.
5. As and when the Client approaches the referral for any queries regarding the SKSBPL the referral agrees to forward the same to the SKSBPL within reasonable time.
6. The referral agrees to conduct himself with propriety and decorum all times and in a manner which is not prejudicial to the interest of the Company.

7. The referral agrees neither to use nor display the name, logo or mark of the SKSBPL (or any logo or mark similar thereto) in any manner, unless in the specified agreed manner or with the prior written permission of the SKSBPL.
8. The referral agrees that the Company shall at all times during the tenure of this Agreement, be entitled to monitor and assess the performance of the referral.
9. The referral hereby agrees to make good any losses that may be suffered by the SKSBPL that may arise due to any costs, actions, claims, losses, damages, suits, prosecutions, including all the consequential loss and legal fees on account of failure or default on the part of the referral to the Company in whole or any part of the terms and conditions of this Arrangement including separate specific terms & conditions signed by referral, or on account of any omission on part of the referral to obtain the necessary authorized and permits under the terms of this Arrangements, or any other Arrangement.
10. The referral undertakes to ensure that persons/investors referred by him are briefed and have understood the registration requirements, if any, of SKSBPL and have read, understood and agreed to the terms and conditions of services, as well as agreed to enter into an Arrangement with SKSBPL in such form, substance and manner as may be required by SKSBPL.
11. The referral acknowledges the discretionary right of the Client to continue Client relationship through SKSBPL at his discretion. Discontinuance of a contract, if any, between the referral and its client will not have any effect to the contract entered into between SKSBPL and the said Client.
12. The referral agrees to give the required declaration in the form of self-certification to SKSBPL in the format as required by SKSBPL from time to time.
13. In cases where SKSBPL was in prior discussions with an Investor or client who may be introduced by any other third party and either prior to materialization or after materialization of the client relationship with SKSBPL if the referral also refers such investor/client to SKSBPL, no referral Fee shall be payable to the referral. Provided that in case of such overlapping reference, Client shall intimate SKSBPL vide written communication within 7 days of such reference.
14. The referral agrees not to make any statement, representation or claim nor give any warranties to any person in respect of the business of SKSBPL save as may be specifically authorized in writing by SKSBPL.
15. The referral hereby agrees that its appointment shall be purely on principle-to-principal basis and cannot be construed as employment with SKSBPL. The referral agrees to abide by SKSBPL's code of conduct in force from time to time and shall not conduct himself/herself in any manner, which could conflict with the interest of SKSBPL.
16. The referral undertakes and declares that it is not or he is not in any direct relation to SKSBPL employees and further undertakes to keep SKSBPL informed of any change in its status in relation to being directly connected or related to employees of SKSBPL during the period of this Agreement.

17. The referral should not undertake any form of selling/advisory activities with respect to securities and should not manage the portfolio of any person or provide any PMS service who is being referred. The role is strictly limited to "Referral" only.
18. The referral should not do an act which amounts to any kind of trade inducement for the referred client and all instructions for placement of orders and dealings shall be given by the client at his sole discretion.
19. 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.
20. There should be no financial transaction between the referral and referred client and referral shall not cast any obligation whatsoever in nature on client referred.
21. SKSBPL reserves the exclusive right to modify/alter any points in the terms of the agreement at any point of time by giving intimation thereof.
22. The referral shall not refer any Authorized Partner to the SKSBPL and will have no access to the terminals.
23. This agreement and contractual relation as Referral may be terminated by SKSBPL at any point of time at its sole discretion or by change in any law or rules and regulations of SEBI/ Exchanges. If the referral intends to terminate the Agreement, shall intimate the SKSBPL by giving written notice 30 days in advance. Further, at any point of time if your conduct or activity is found detrimental to the interest of the trading member or if at any point of time you are found indulged in any fraudulent activity directly or indirectly including involving any of our clients or employee's agreement stands terminated with immediate effect. Additionally, all your pending payout will be blocked.
24. The referral declares that it does not fall under the following categories and should inform SKSBPL at any time in future in case below mentioned regulatory requirements are not met.
 - a. persons 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 as defined by SEBI;
 - b. is not a Trading Member on any of the Exchanges;
 - c. not an Authorized Person/Sub broker of any other Trading Member (broker) of any of the Exchanges.
25. The referral understands that publishing any marketing or advertisement material requires approval from the Exchanges. The referral will not publish any marketing material without the explicit permission of SKSBPL. If Referral is found to violate the regulatory requirement pertaining to advertisement and SKSBPL policies with the same then the referral shall be liable for disciplinary / criminal action.

Consideration

1. SKSBPL may collect one time non refundable interest free registration charges from the referred Client, such charges may be charged at the discretion of the SKSBPL.
2. SKSBPL shall pay to the referral, referral fees for acting as a referral to introduce clients
3. SKSBPL may at its sole discretion decide not to pay such referral fees to the referral with respect to any particular client(s).
4. Referral fees payable to the referral will be governed by the norms specified by SEBI/NSE/BSE and relevant regulators, if any, from time to time.
5. SKSBPL shall pay referral fees in the form of fixed _____% of the brokerage generated by the referred client to the referral. The rates of referral fees/commission are subject to revision by the SKSBPL from time to time and the referral shall be bound by the said revisions. The frequency of the payout will be determined by the SKSBPL time to time.
6. In the event any discrepancies/excess payment/misconduct or over charging on account of incorrect billing raised by the referral is found, then the referral shall reimburse SKSBPL for all such amounts charged to SKSBPL.
7. All payments to be made by SKSBPL under the terms of this Arrangement shall be subject to the deduction of all applicable Taxes.

Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India and the courts in New Delhi shall have exclusive jurisdiction.

Any and all claims, disputes, questions or controversies involving the parties hereto and arising out of or in connection with this Agreement, or the execution, interpretation, validity, performance, breach or termination hereof, shall be referred settled amicably between the Parties.

If the parties fail to settle the dispute between them, such disputes be referred to arbitration in New Delhi in accordance with Indian Arbitration and Conciliation Act, 1996. The number of arbitrators shall be one (1) and the appointment of such arbitrators shall be mutually decided by the SKSBPL and referral. The language of arbitration shall be English. The award shall be binding on the parties hereto, subject to the applicable laws in force and the award shall be enforceable in any competent court of law. The cost of the Arbitration shall be borne by the respective parties in the dispute.

Confidentiality

1. All details, documents, data applications, software, systems, papers, statements, business/customer information and SKSBPL's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the referral shall be treated as absolutely confidential and the referral irrevocably agrees and undertakes that the referral shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of SKSBPL.
2. The referral shall take all necessary actions to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.
3. The referral shall not misuse or permit misuse directly or indirectly, nor commercially exploit the confidential information for economic or other benefit.
4. The referral shall not make or retain any copies or record of any Confidential Information provided by SKSBPL other than as may be required for the performance of the referral obligation under this Arrangement.
5. The referral shall notify the SKSBPL promptly of any unauthorized or improper use or disclosure of the Confidential Information.
6. The referral shall return all the Confidential Information belonging to the SKSBPL which is in the custody of the referral at the termination of this Arrangement.

Indemnity

The referral hereby indemnifies and shall always keep indemnified the SKSBPL against all costs, actions, claims, losses, damages, suits, prosecutions including all the consequential, loss and legal fees which the SKSBPL may suffer/incur on account of the failure or default on the part of the referral to the SKSBPL in whole or any part of the terms and conditions, or on account of any omission on part of the referral to obtain the necessary authorized and permits under the terms of this terms and conditions or any other arrangement.

Termination

1. The SKSBPL shall be entitled to terminate the Arrangement forthwith and at any time and without giving any notice or payment in lieu of notice in the conditions, if any instance of moral turpitude, dishonesty, fraud, forgery, and unbecoming conduct on the part of referral is identified or becomes known.
2. In the event of this Arrangement being terminated as aforesaid, all of the obligations and undertaking of each Party, save and except any accrued and unpaid obligations of such Party, shall terminate forthwith on such date of termination, Provide that in relation to such

unfulfilled payment obligation of a Party, the Arrangement shall continue till such payment obligation has been fulfilled to the satisfaction of the Party entitled to such payment thereof.

3. In case of termination of the Arrangement by the SKSBPL, any referral fee for the relevant previous month is liable to be forfeited by the Company at its sole discretion.
4. The termination of this Arrangement by either Party for any reason whatsoever shall not in any manner affect the status of any client already registered on the SKSBPL either before, or pursuant to, the execution of this Arrangement and client shall continue to have ongoing relation as being client of SKSBPL unless specifically terminated by client.
5. If any of the directions and instructions as specified herein or may be, from time to time, issued by the SKSBPL are not complied by the referral.
6. The referral can terminate the Agreement by giving 30 days' notice.
7. The SKSBPL reserves the right to close the referral relationship in case the referral fails to get any client for a period of 1 year from the last referred date. In such case referral will not be eligible for referral fee in future.

Signed by authorized representatives of the parties on the dates written below:

Shri Krishna Share
Brokers Private Limited

Name of the
Referral

Authorised Signatory

Authorised Signatory

Name

Designation

Name

Date

Date

Referrer - Do's and Don'ts

Do's

1. Maintain high standards of integrity, promptitude, and fairness in the conduct of your activities and act with due skill, care, and diligence at all times.
2. Provide true and adequate information of references without any misleading or exaggerated claims.
3. Your role is only limited to referring clients and disclose the same explicitly to referred clients

Don'ts

1. Do not refer applicants in fictitious / benami names or on an anonymous basis.
2. Do not indulge in malpractices to earn a higher referral or faulty/unethical business practices.
3. Do not use unethical means to market or induce any applicant to avail of the products.
4. Do not make false promises to the referred applicants.
5. Do not assure returns to the referred applicants.
6. Do not involve in any scheme or advisory services etc
7. Do not issue any advertisement in any form or through any medium including social media (Youtube, Insta, Facebook, Google advertisement, WhatsApp, Twitter, etc) without prior written permission from Shri Krishna Share Brokers Private Limited

I/ We have read the Do's and Don'ts above and agree to abide by them at all times. I/ We am aware that failure to follow the Do's and Don'ts will attract disciplinary action including any possible criminal proceeding against me/us

Name of Referrer: _____ Signature of Referrer _____

For Office Use Only

Documents Attached:

Copy of PAN No.

Address Proof

Copy of Cancelled Cheque/Passbook

Zone		Region	
Branch Code		Code Number Allotted	
Employee Name			
Employee Code			
Employee Sign			

Approved By :

Full Name of the Person	
Signature	
Date	

☞ Note:

1. Proof of Identity, Proof of Address and Proof of Bank Account are mandatory in case of individual applicant.
2. In case of Body Corporate, in addition to the documents mentioned in point no 1 above, copy of Memorandum & Articles of Association, Board Resolution, List of Directors & Authorized Signatories, Shareholding Pattern are required to be submitted, In case of Partnership Firm, duly notarized copy of Partnership Deed, List of Partners & Authority Letter are mandatory.
3. In case of NRI Applicant, only NRO Bank Account shall be accepted. Copy of Passport as proof of address shall only be accepted.