

Disclosures of Terms and Conditions to Clients for Research Services provided by Haitong Securities India Private Limited (hereinafter referred as “RA” or “Haitong India”)

[As required under SEBI (Research Analyst) Regulations, 2014]

1. **Availing the research services:** By accepting delivery of the research service, the client confirms that it has elected to subscribe the research service of the RA at its sole discretion. RA confirms that research services shall be rendered in accordance with the applicable provisions of the RA Regulations.
2. **Obligations on RA:** RA and client shall be bound by SEBI Act and all the applicable rules and regulations of Securities and Exchange Board of India (SEBI), including the RA Regulations and relevant notifications of Government, as may be in force, from time to time.
3. **Client Information and KYC:** *If applicable*, the client shall furnish all such details in full as may be required by the RA in its standard form with supporting details, as may be made mandatory by Research Analyst Administration and Supervisory Body (RAASB) or SEBI from time to time. RA shall collect, store, upload and check KYC records of the clients with KYC Registration Agency (KRA) as specified by SEBI from time to time.
4. **Consideration and mode of payment:** *If agreed between RA and the Client*, the client shall duly pay to RA, the agreed fees for the services that RA renders to the client and statutory charges, as applicable. Such fees and statutory charges shall be payable through the specified manner and mode(s)/ mechanism(s).
5. **Risk factors:** The Risk Factors pertaining to the research services availed by the Clients are contained in and available in the research reports published.
6. **Conflict of interest:** The RA shall adhere to the applicable regulations/ circulars/ directions specified by SEBI from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The disclosures regarding actual and potential conflict of interest shall be made available in the research reports published.
7. **Termination of service and refund of fees:** Disclosure that the RA may suspend or terminate rendering of research services to client on account of suspension/ cancellation of registration of RA by SEBI and shall refund the residual amount (if any) to the client.

In case of suspension of certificate of registration of the RA for more than 60 (sixty) days or cancellation of the RA registration, RA shall refund the fees, on a pro-rata basis for the period from the effective date of cancellation/ suspension to end of the subscription period.

8. **Grievance redressal and dispute resolution:** Any grievance related to (i) non-receipt of research report or (ii) missing pages or inability to download the entire report, or (iii) any other deficiency in the research services provided by RA, shall be escalated promptly by the client to the following persons designated by RA, in this behalf :

Sr. No.	Name of the Person	Contact No.	Email ID
1.	Hitesh Gulati (Head of Research)	022-43156854	Hitesh.gulati@htisec.com

2.	Vinod Punjabi (Director and COO)	022-43156850	Vinod.punjabi@htisec.com
3.	Prasanna Chandwaskar (Compliance Officer)	022-43156803	Prasanna.chandwaskar@htisec.com and India.compliance@htisec.com

RA shall resolve grievances within 7 (seven) business working days or such timelines as may be specified by SEBI under the RA Regulations. RA shall redress grievances of the client in a timely and transparent manner.

Any dispute between the RA and his client may be resolved through arbitration or through any other modes or mechanism as specified by SEBI from time to time.

9. **Mandatory notice:** Clients shall be requested to go through Do's and Don'ts while dealing with RA as specified in SEBI master circular no. SEBI/HO/MIRSD-POD-1/P/CIR/2024/49 dated May 21, 2024 or as may be specified by SEBI from time to time.

10. **Most Important Terms and Conditions (MITC):**

- A. The terms and conditions and the consent thereon are for the research services provided by the RA and RA cannot execute/ carry out any trade (purchase/ sell transaction) on behalf of the client. Thus, the clients are advised not to permit RA to execute any trade on their behalf.

However, we understand that the above is not applicable to Haitong Securities India Private Limited (Haitong India) since Haitong India provides Research as a value added service to its stock broking clients.

- B. If any fee charged by RA for providing research services to its clients, the same shall be subject to following conditions: -
- the maximum of amount prescribed by SEBI / RAASB from time to time (applicable only for Individual and HUF Clients)
 - RA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is one quarter. In case of pre-mature termination of the RA services by either the client or the RA, the client shall be entitled to seek refund of proportionate fees only for unexpired period.
 - Fees to RA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (i.e. currently recognized RAASB).
- C. The RA is required to abide by the applicable regulations/ circulars/ directions specified by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The RA will endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
- D. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the RA.
- E. The RA cannot guarantee returns, profits, accuracy, or risk-free investments from the use of the RA's research services. All opinions, projections, estimates of the RA are based on the analysis of available data under certain assumptions as of the date of preparation/publication of research report.

- F. Any investment made based on recommendations in research reports are subject to market risks, and recommendations do not provide any assurance of returns. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be as per the client's own judgement and assessment of the conclusions contained in the research report.
- G. The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the client.

11. **Standard Terms of Service:** "I / We have read and understood the terms and conditions applicable to a research analyst as defined under regulation 2(1)(u) of the SEBI (Research Analyst) Regulations, 2014, including the fee structure.

I/We are subscribing to the research services for our own benefits and consumption, and any reliance placed on the research report provided by research analyst shall be as per our own judgement and assessment of the conclusions contained in the research report.

I/We understand that – i. Any investment made based on the recommendations in the research report are subject to market risk. ii. Recommendations in the research report do not provide any assurance of returns. iii. There is no recourse to claim any losses incurred on the investments made based on the recommendations in the research report."

Declaration of the RA that:

- i. It is duly registered with SEBI as an RA pursuant to the SEBI (Research Analysts) Regulations, 2014 and its registration number is INH000002590.
- ii. It has registration and qualifications required to render the services contemplated under the RA Regulations, and the same are valid and subsisting.
- iii. Research analyst services provided by it do not conflict with or violate any provision of law, rule or regulation, contract, or other instrument to which it is a party or to which any of its property is or may be subject;
- iv. The maximum fee that may be charged by RA is ₹1.51 lakhs per annum per family of client.
- v. The recommendations provided by RA do not provide any assurance of returns.

12. **Deemed Acceptance of Terms and Conditions:**

a. In accordance with the SEBI (Research Analyst) Regulations, 2014, and the applicable circulars and guidelines, the Client is required to provide consent on the above Terms and Conditions (T&Cs) including the Most Important Terms & Conditions (MITC). If the Client neither communicate any objections nor decline the T&Cs and MITC in writing, their acceptance of Research Services from Haitong India will be construed as deemed acceptance of the Terms and Conditions and MITC.; and

b. the Clients are requested to notify in writing to Haitong India if they disagree with any of the provisions contained in the Terms and Conditions and MITC. Failure to provide such notification shall be treated as the Client's consent and acceptance of the Terms and Conditions and MITC in their entirety.