

SERVICES AGREEMENT

This Services Agreement is made and entered into as of the 25-11-2024, by and between the **Vision Research And Solution** a SEBI registered Research Analyst having its registered office at Office 402 And 403, 4th Floor The Megnent New Palasia Indore MP Dist - Indore (Hereinafter called as the "Research Analyst").

"Registration granted by SEBI, and certification from NISM in no way guarantee the performance of the intermediary or provide any assurance of returns to investors"

Investments in the securities market are subject to market risks. Read all the related documents carefully before investing.

And

Mr./Mrs./Miss: **PNP Infotech** Father's/Spouse Name: **PNPInfotech** Residing: **indore** Having PAN No: **PDJPS8502N** UID/AADHAAR: **958806935168** MOBILE No: **7247242392** Alternative Mobile No: **NA** E-Mail ID: **nikhilmalviya903@gmail.com** (Hereinafter called as the "Client") Whereas Research Analyst is a SEBI registered Research Analyst and rendering the services of providing Research consultancy in Equity, Equity Derivatives & Commodity Derivatives.

Whereas **Client** is an active investor or trader in share market & having it's an active D-mate account, he/she wish to obtain service of **Research Analyst**. Resulting which **Research Analyst** ready to serve its services and client ready to receive and enjoy ,**Research Analyst's** services on following terms and conditions

NOW THEREFORE, the parties agree as follows....

TERMS AND CONDITIONS

1. Appointment of the Research Analyst

In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Research Analyst to provide the required services in accordance with the terms and conditions of the agreement, as mandated under Regulation of the Securities and Exchange Board of India (Research Analysts) Regulations, 2014 (RA Regulations).

2. Consent of the client

a. I/We have read and understood the terms and conditions of services provided by the Research Analyst along with the fee structure and mechanism for charging and payment of fee.

b. Based on our written request to the Research Analyst, an opportunity was provided by the Research Analyst to ask questions and interact with the Research Analyst.

3.Declaration by Research Analyst

a. We shall not manage funds and securities on behalf of the client and shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to the Research Analyst.

b. We do not provide any Research recommendation with assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression that the investment research recommendations is risk-free and/or not associated to market risks and or that it can generate returns with any level of assurance.

c. Entailment to charge fees from Client We are entitled to charge fees from client as per the SEBI (Research Analysts) Regulations, 2014. Fees to be charged as mentioned on Website.

4.Scope of Services

The analysis, facts and figures of the research recommendations will be related to the listed securities that are listed in Nation Wide Stock, Commodities and Currency Exchange i.e. NSE. The Research Analyst shall always act in a fiduciary capacity towards the client.

14. Liability of Research Analyst:

Research Analyst shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets recommended, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.

15. Death or Disability of client:

Right of client in this agreement is not transferable therefore on event of client's death or disability during service period, services of client shall be terminated automatically. And client's successor or nominee or legal hire or legal representative shall not be entitled to claim any compensation or monetary remedies in any form or name from Research Analyst.

16.Settlement of disputes and provision for arbitration:

In the event of any dispute between the two parties, both parties will follow the following procedure:-

1. First, Client shall register his complaint/dispute with Research Analyst and give adequate time and support to resolve dispute

2. In case Client not satisfied with Research Analyst's recommended resolution, the Research Analyst will appoint a professional to understand the subject of the dispute. Once the content of the dispute is known, this professional will always act as a bridge between the Research Analyst and the client.

3. In any dispute, any verbal interaction with the executive will not be part of the settlement process. This agreement will be the memorandum for this process.

4. In the arbitration process, the expenses of any professional will be borne by the investor. The parties will work with each other in good faith and comply with the provisions of the Securities and Exchange Board of India (Research Analyst) Regulations, 2014 as well as the Arbitration and Reconciliation Act, 1996 to resolve the dispute.

5. The parties submit all their disputes arising out of or in connection with this Agreement or any other issue(s) to the exclusive jurisdiction of the

5. Functions and duties and obligations of the Research Analyst

A. Research Analyst shall comply with Securities and Exchange Board of India (Research Analysts) Regulations, 2014 and its amendments, rules, circulars and notifications.

B. Research Analyst shall maintain and retain the self-eligibility criteria and qualification and certification of associates as specified under the Research Analyst Regulations at all times.

C. Research Analyst shall provide research reports or research recommendations to clients on potential and current investments.

D. Research Analyst shall maintain records i.e. client-wise KYC, analysis reports of research recommendations, related books of accounts and a register containing list of clients and all records along with dated research recommendations and its rationale in compliance with the Securities and Exchange Board of India (Research Analysts) Regulations, 2014.

E. Research Analyst shall comply with Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Research Analysts) Regulations, 2014.

F. Research Analyst shall ensure to undertake compliance audit as per the Securities and Exchange Board of India (Research Analysts) Regulations, 2014.

G. Research Analyst does not accept the any kind power of attorney or any authorization letter for the implementation of research recommendation on behalf of the client.

H. Research Analyst shall not be responsible for any loss or for any erosion in investment on account of fluctuation in investment value, or Non-performance or under-performance of the securities/funds or any other adverse market conditions.

6. Responsibilities Of the Client

A. The Client agrees to provide information and supporting documents regarding “**Know Your Client (KYC)**” as requested by Research Analyst.

B. The Research Analyst shall not be required to verify any information obtained from the Client, his/her Advocate, or his/her authorized representative.

C. The Client is free to accept or reject any recommendations from Research Analysts, and the Client acknowledges that he/she has sole authority regarding the implementation of recommendations and execution of trade.

D. The client shall be fully responsible for his/her computer, Mobile phone and other electronic system with mail in respect to dealing with Research Analyst.

E. In this engagement, the principle of Caveat Emptor will be strictly enforced. The burden of loss on the shoulders of the client.

F. The client shall read and understand the all terms & Conditions, Disclosures and Disclaimers & Refund Policy.

G. The Client shall sole responsible for his/her past, present and future investment decisions and engagements which are not covered in this agreement.

H. The Client hereby agreed to co-operate in comply of SEBI (Research Analyst) Regulations, 2014 and other applicable regulations.

7. Investment objective and guidelines:

A. Research recommendation would be provided only for such securities and investment product as per services, which client has selected from Website.

B. Client may select a service from the list of services listed on website and communicate the same by sending an email to the Research Analyst.

Courts of Vadodara and in English language.

17. Grievance Redressal Timeline:

The Research Analyst has complaint grievance redressal mechanism. The client shall follow this process for redressal and may register their complaint with Research Analyst and Research Analyst shall resolve the [grievances/complaint](#) within the timelines specified by SEBI.

18. Confidentiality:

All information and research recommendations furnished by either party to the other, not disclosed to third parties without prior written approval of other party or except required by law.

19. Validity Of Agreement:

A. This Agreement shall be valid till the agreement is terminated by any party to this agreement.

B. This Agreement may be terminated immediately at any time by either party by giving a written notice to the other party before a minimum of 30 calendar days of such termination.

C. Written notice by parties may be given using a physical letter sent by registered post or by sending it over an email.

D. All service requests placed prior to the receipt of the notice of termination shall be completed unless the parties mutually agree otherwise

20. Severability:

If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

21. Force Majeure:

The Research Analyst shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, the Research Analyst shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

22. Non-Disparagement

The Client agrees that during the term of this Agreement and after its termination, the Client will not take any action, which is intended to harm the Research Analyst or its reputation or which would reasonably be expected to lead to un-wanted or unfavorable publicity to the Research Analyst.

23. No Third-Party Beneficiary

The Client agrees that, except as otherwise expressly provided in the terms, there shall be no third-party beneficiaries to the terms.

24. Miscellaneous:

Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof.

25. Language

Client acknowledge that the client is proficient in the English language, or have consulted with an advisor who is sufficiently proficient in English, so as to allow the client to understand the terms of this Agreement, the Plan and any other Plan-related documents. If the client have received this Agreement or any other document related to the Plan translated into a language other

C. Fees and Tax on fees shall be according to the selected service from time to time.

8. Validity of Research Analyst Services

Service period shall be valid for the services selected by client from time to time.

9. Amendments

This agreement shall be amended only after mutual written consent of both the parties.

10. Termination

This Agreement may be terminated under the following circumstances, namely-

- a) Voluntary/mandatory termination by the Research Analyst.
- b) Suspension/Cancellation of registration of Research Analyst by SEBI.
- c) Any other action taken by other regulatory body/ Government authority.

Provided that, in case of a voluntary termination of the agreement by any reason, the Research Analyst will provide prior written notice to client.

11. Implications of Amendments and termination and refund

In case of **Amendment or shifting** (from one to another service) of services the remaining or not utilized amount (excluding GST) of unexpired period of services shall be set off / adjust.

While in case of **Pre-Termination of subscribed services (pre-mature termination of Paid Services)** the client shall not be entitled to get refund of the fees for unexpired period.

12. Relationship with related parties:

The Research Analyst shall carry its other activities independently on arms-length basis and shall also maintain arm's length relation with its related parties and shall disclose conflict interest to client if arise during service period.

13. Terms of fees and billing

Client shall pay before the commencement of services and from proper banking channel and through account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode. **Research Analyst** shall provide e-invoice through mail as an acknowledgement of receipt of payment.

than English and if the meaning of the translated version is different than the English version, the English version will control.

26. Client Agreement Declaration and Consent-I hereby declare that: -

A. I know and agree the risk involved in the market.

B. I know and agree on that the risk nature of services.

C. I have read and understood all the clauses of this agreement.

D. I know and agree that the service provided by the research analyst under this agreement is not in the nature of investment advice.

E. I know and agree that the research recommendation provided by the Research Analyst is subject to market risk and does not guarantee any return

F. KYC document have been provided to Research Analyst by myself.

G. I shall not hold Research Analyst responsible for any loss suffered by me due to any depletion in the value of the assets recommended.

H. I shall take the investment decision on my own or in consultation with my investment adviser. I know and agree that only the communication from registered email id and registered mobile number of the research analyst shall be considered a research recommendation.

I. I have signed this agreement myself physical or digitally.

J. I hereby appoint **Vision Research And Solution** to act as my Research Analyst. The Liabilities and responsibilities of **Vision Research And Solution** will be limited to its service provided.

SCHEDULE - A

SERVICE AND FEES STRUCTURE (Mentioned on Company WEBSITE): -

A. Service Charges would be as per the service/services selected by client from company website (time to time) & accordingly Service Invoice/s issued to client against the Service. This shall be communicated to client by sending invoice/s. Charges for same services may vary client to client on account of seasonal discount or festive discount or cash discount on prompt payments.

Client Agreement Declaration

Client Consent

This is our standard client agreement upon which we intend to rely, for your own benefit and protection you should read the term of this agreement, disclosures, disclaimer and term and conditions, refund policy carefully before signing. As by signing you consent to the terms contained. I/we understand and consent to the above terms and I hereby authorize **Vision Research And Solution** to my Research Analyst. The Liabilities and responsibilities of **Vision Research And Solution** will be limited to its service provided. I/we read and understand all the above said documents. I/we agree that the client agreement will come into effect from the date of issue.

- ☒ I hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. The language of this document is understood to me. All the difficulty and interpretations translated and verbally communicated to me and I understood them. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.
- ☒ I know well and agree the risk involved in the market.
- ☒ I know well and agree on that the risk nature of services.
- ☒ I have visited the Research Analyst's website <https://visionresearchandsolution.com/> and gone through and understood the Disclosures, Disclaimer and term and conditions, Refund Policy and hereby agreed with same.
- ☒ I understood English language well, I do understand the transaction of English made & explained in vernacular/ my mother tongue language by the executive of firm/company.

For Vision Research And Solution

Research Analyst (Authorized)