

## **Disclosure of Terms and Conditions**

In compliance with Regulation 24(6) of the Securities and Exchange Board of India (Research Analysts) Regulations, 2014, as amended (“RA Regulations”), J.P. Morgan India Private Limited, a research analyst (“RA” or “Research Analyst”) registered with the Securities and Exchange Board of India (“SEBI”), is required to disclose to its clients the following minimum and most important terms and conditions for availing a research service (as defined under the RA Regulations), as prescribed by SEBI.

1. **Availing the research services:** By accepting delivery of the research service, the client confirms that he/she has elected to subscribe the research service of the RA at his/her sole discretion. The RA confirms that research services shall be rendered in accordance with the applicable provisions of the RA Regulations.
2. **Obligations on RA:** The RA and client shall be bound by SEBI Act and all the applicable rules and regulations of SEBI, including the RA Regulations and relevant notifications of Government, as may be in force, from time to time.
3. **Client Information and KYC:** The client shall furnish all such details in full as may be required by the RA in its standard form with supporting details, if required, as may be made mandatory by RAASB/SEBI from time to time.

The 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. **Standard Terms of Service:** The client consents that:

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 the 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:**

- i. It is duly registered with SEBI as an RA pursuant to the SEBI (Research Analysts) Regulations, 2014 and its registration details are: (registration number, registration date);
  - 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 the RA is ₹1.51 lakhs per annum per family of client.
  - v. The recommendations provided by the RA do not provide any assurance of returns.
5. **Consideration and mode of payment:** The client shall duly pay to RA, the agreed fees for the services that the 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).
6. **Risk factors:** The information in any material provided by the RA ("Materials") is obtained from sources believed to be reliable. While all reasonable care has been taken to ensure that the facts stated in the Materials are accurate and that the forecasts, opinions and expectations contained therein are fair and reasonable, JPMorgan Chase & Co. or its affiliates and/or subsidiaries (collectively J.P. Morgan) make no representations or warranties whatsoever to the completeness or accuracy of the Material provided, except with respect to any disclosures relative to J.P. Morgan and the Research Analyst's involvement with the issuer that is the subject of the material. Accordingly, no reliance should be placed on the accuracy, fairness or completeness of the information contained in the Material. There may be certain discrepancies with data and/or limited content in the Material as a result of calculations, adjustments, translations to different languages, and/or local regulatory restrictions, as applicable. These discrepancies should not impact the overall investment analysis, views and/or recommendations of the subject company(ies) that may be discussed in the Material. Artificial intelligence tools may have been used in the preparation of the Material, including assisting in data analysis, pattern recognition, and content drafting for research material. J.P. Morgan accepts no liability whatsoever for any loss arising from any use of the Material or its contents, and neither J.P. Morgan nor any of its respective directors, officers or employees, shall be in any way responsible for the contents hereof, apart from the liabilities and responsibilities that may be imposed on them by the relevant regulatory authority in

the jurisdiction in question, or the regulatory regime thereunder. Opinions, forecasts or projections contained in the Material represent J.P. Morgan's current opinions or judgment as of the date of the Material only and are therefore subject to change without notice. Periodic updates may be provided on companies/industries based on company-specific developments or announcements, market conditions or any other publicly available information. There can be no assurance that future results or events will be consistent with any such opinions, forecasts or projections, which represent only one possible outcome. Furthermore, such opinions, forecasts or projections are subject to certain risks, uncertainties and assumptions that have not been verified, and future actual results or events could differ materially. The value of, or income from, any investments referred to in the Material may fluctuate and/or be affected by changes in exchange rates. All pricing is indicative as of the close of market for the securities discussed, unless otherwise stated. Past performance is not indicative of future results. Accordingly, investors may receive back less than originally invested. The Material is not intended as an offer or solicitation for the purchase or sale of any financial instrument. The opinions and recommendations therein do not take into account individual client circumstances, objectives, or needs and are not intended as recommendations of particular securities, financial instruments or strategies to particular clients. The Material may include views on structured securities, options, futures and other derivatives. These are complex instruments, may involve a high degree of risk and may be appropriate investments only for sophisticated investors who are capable of understanding and assuming the risks involved. The recipients of the Material must make their own independent decisions regarding any securities or financial instruments mentioned therein and should seek advice from such independent financial, legal, tax or other adviser as they deem necessary. J.P. Morgan may trade as a principal on the basis of the Research Analysts' views and research, and it may also engage in transactions for its own account or for its clients' accounts in a manner inconsistent with the views taken in the Material, and J.P. Morgan is under no obligation to ensure that such other communication is brought to the attention of any recipient of the Material. Others within J.P. Morgan, including Strategists, Sales staff and other research analysts, may take views that are inconsistent with those taken in the Material. Employees of J.P. Morgan not involved in the preparation of the Material may have investments in the securities (or derivatives of such securities) mentioned in the Material and may trade them in ways different from those discussed in the Material. The Material is not an advertisement for or marketing of any issuer, its products or services, or its securities in any jurisdiction.

7. **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. Please refer to the research reports prepared by the RA for any applicable disclosures pertaining to any actual or potential conflict of interest.

8. **Termination of service and refund of fees:** The RA may suspend or terminate rendering of research services to client on account of suspension/ cancellation of registration of the RA by SEBI and shall refund the residual amount 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, the 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.

9. **Grievance redressal and dispute resolution:** Any grievance related to (i) nonreceipt 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 person/employee designated by RA, in this behalf. Please refer to the relevant contact details under the Most Important Terms and Conditions.
10. **Mandatory notice:** Clients are requested to go through Do's and Don'ts while dealing with the 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.

### **Most Important Terms and Conditions (MITC)**

- 1) These terms and conditions, and consent thereon are for the research services provided by the Research Analyst ("RA") and the 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.
- 2) The fee, if any, charged by the RA to the client will be subject to the maximum of amount prescribed by SEBI/ Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF Clients).
  - 2.1 Note:
    - a. The current fee limit is Rs 1,51,000/- per annum per family of client for all research services of the RA.
    - b. The fee limit does not include statutory charges.
    - c. The fee limits do not apply to a non-individual client / accredited investor.
- 3) The 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.
- 4) Fees to the 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).
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

- 9) The SEBI registration, Enlistment with RAASB, and NISM certification do not guarantee the performance of the RA or assure any returns to the client.
- 10) For any grievances,  
Step 1: the client should first contact the RA using the details on its website or following contact details:  
[jpmipl.research.feedback@jpmorgan.com](mailto:jpmipl.research.feedback@jpmorgan.com)  
  
Step 2: If the resolution is unsatisfactory, the client can also lodge grievances through SEBI's SCORES platform at [www.scores.sebi.gov.in](http://www.scores.sebi.gov.in)  
  
Step 3: The client may also consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>
- 11) Clients are required to keep contact details, including email id and mobile number/s updated with the RA at all times.
- 12) The RA shall never ask for the client's login credentials and OTPs for the client's Trading Account Demat Account and Bank Account. Never share such information with anyone including RA.