

VK Wealthwise & Associates

SEBI Registered Research Analyst Firm (Reg. No. INH000017620)

Research Analyst: CA. Vatsal Khemka, CFA Charterholder

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ANNEXURE-B

Disclosure of Terms and Conditions to Clients

VK Wealthwise & Associates shall disclose to the client the terms and conditions of the research services offered, including rights and obligations. **VK Wealthwise & Associates** shall ensure that neither any research service is rendered nor any fee is charged until consent is received from the client on the terms and conditions.

1. Availing the Research Services: By accepting delivery of the research service, the client confirms that he/she has elected to subscribe to the research services of **VK Wealthwise & Associates** at his/her sole discretion. **VK Wealthwise & Associates** confirms that research services shall be rendered in accordance with the applicable provisions of the RA Regulations.

2. Obligations of RA: **VK Wealthwise & Associates** and the client shall be bound by the SEBI Act and all applicable rules and regulations of SEBI, including the RA Regulations and relevant notifications of the 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 **VK Wealthwise & Associates** in its standard form, along with supporting documents, if required, as may be made mandatory by RAASB/SEBI from time to time.

VK Wealthwise & Associates shall collect, store, upload, and verify KYC records of the clients with the KYC Registration Agency (KRA), as specified by SEBI from time to time.

4. Standard Terms of Service: The consent of the client shall be taken on the following understanding:

"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 benefit and consumption, and any reliance placed on the research report provided by the Research Analyst shall be based on our own judgment and assessment of the conclusions contained in the research report.

I/We understand that:

- i. Any investments 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 investments made based on the recommendations in the research report.”*

Declaration of VK Wealthwise & Associates

- I.** It is duly registered with SEBI as a Research Analyst pursuant to the SEBI (Research Analysts) Regulations, 2014, and its registration details are: **(SEBI Reg Number: INH000017620 and Registration Date: 16th July, 2024)**
- II.** It has the 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, regulation, contract, or any 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 **VK Wealthwise & Associates** is ₹1.51 lakhs per annum per family of client.
- V.** The recommendations provided by **VK Wealthwise & Associates** do not provide any assurance of returns.
- VI.** **VK Wealthwise & Associates (Sole Proprietor firm)** is not engaged in any additional professional or business activities, on a whole-time basis or in an executive capacity, which interfere with, influence, or have the potential to interfere with or influence the independence of research reports and/or recommendations contained therein.

5. Consideration and Mode of Payment: The client shall duly pay to **VK Wealthwise & Associates** the agreed fees for the services rendered, along with applicable statutory charges. Such fees and statutory charges shall be payable through the

specified manner and mode(s)/mechanism(s).

For subscription plan details, visit: vkwealthwise.in

6. Risk Factors:

- *“Investments in the securities market are subject to market risks. Read all related documents carefully before investing.”*
- *“Registration granted by SEBI, membership of a SEBI-recognized supervisory body (if any), and certification from NISM in no way guarantee the performance of the intermediary or provide any assurance of returns to investors.”*

7. Conflict of Interest: The **VK Wealthwise & Associates** 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 Research Analyst or his/her relatives or associates do not have any financial interest in the subject company.
- The Research Analyst or his/her relatives or associates do not have actual/beneficial ownership of one percent or more securities of the subject company at the end of the month immediately preceding the date of publication of the research report.
- The Research Analyst or his/her relatives or associates do not have any other material conflict of interest at the time of publication of the research report.

8. Termination of Service and Refund of Fees: **VK Wealthwise & Associates** may suspend or terminate the rendering of research services to the client on account of suspension/cancellation of registration by SEBI and shall refund the residual amount to the client.

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

9. Grievance Redressal and Dispute Resolution: Any grievance related to:

- Non-receipt of research reports
- Missing pages or inability to download the entire report
- Any other deficiency in the research services provided by **VK Wealthwise &**

Associates

shall be escalated promptly by the client to the designated person/employee mentioned below:

Designation	Name	Address	Contact Details	Working Hours
Principal Officer	Vatsal Khemka	SU-1, Ridhi Sidhi Enclave 1st, Sri Ganganagar 335001, Rajasthan	+91 78777-77844 Vatsalkhemka2001@gmail.com	Monday - Saturday, 9 AM to 7 PM
Compliance Officer	Vatsal Khemka			

The **VK Wealthwise & Associates** shall be responsible for resolving grievances within 7 (seven) business working days or within such timelines as may be specified by SEBI under the RA Regulations.

The **VK Wealthwise & Associates** shall redress grievances of the client in a timely and transparent manner.

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

- **SCORES Portal:** [SCORES Portal](#)
- **SMART ODR Portal:** [SMART ODR Portal](#)

10. Additional Clauses: All additional voluntary clauses added by **VK Wealthwise & Associates** shall not be in contravention of the rules, regulations, and circulars issued by SEBI. Any changes in such voluntary clauses/documents shall be preceded by a notice of 15 days.

11. Mandatory Notice: Clients are requested to go through the Do's and Don'ts while dealing with **VK Wealthwise & Associates** 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.

12. Most Important Terms and Conditions (MITC)

Please refer to **Annexure-A**.

Optional Centralized Fee Collection Mechanism

VK Wealthwise & Associates shall provide guidance to clients regarding the optional "Centralized Fee Collection Mechanism for IA and RA" (CeFCoM) available for payment of fees to the RA.

ANNEXURE-A

Most Important Terms and Conditions (MITC)

1. These terms and conditions, and the consent thereon, are for the research services provided by **VK Wealthwise & Associates** (“RA”). The RA cannot execute/carry out any trade (purchase/sale transaction) on behalf of the client. Therefore, clients are advised not to permit the RA to execute any trade on their behalf.
2. The fee charged by the RA to the client shall be subject to the maximum amount prescribed by SEBI/Research Analyst Administration and Supervisory Body (RAASB) from time to time (applicable only for Individual and HUF clients).

Note:

- The current fee limit is ₹1,51,000/- per annum per family of client for all research services of the RA.
 - The fee limit does not include statutory charges.
 - The fee limits do not apply to non-individual clients/accredited investors.
3. The RA may charge fees in advance if agreed upon by the client. Such advance shall not exceed the period stipulated by SEBI, presently being one year. In case of premature termination of the RA services by either the client or the RA, the client shall be entitled to seek a refund of proportionate fees only for the unexpired period.
 4. Fees to the RA may be paid by the client through specified modes such as cheque, online bank transfer, UPI, etc. **Cash payments are not allowed.** Optionally, the client may make payments through the Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited (currently recognized as RAASB).
 5. The RA is required to comply with applicable regulations, circulars, and directions issued by SEBI and RAASB from time to time in relation to disclosure and mitigation of any actual or potential conflict of interest. The RA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered.
 6. Any assured/guaranteed/fixed return schemes or any other schemes of a

similar nature are prohibited by law. No such scheme shall be offered by the RA to the client.

7. The RA cannot guarantee returns, profits, accuracy, or risk-free investments arising from the use of the RA’s research services. All opinions, projections, and estimates of the RA are based on analysis of available data under certain assumptions as of the date of preparation/publication of the research report.
8. Any investment made based on recommendations in research reports is subject to market risks, and such recommendations do not provide any assurance of returns. There is no recourse to claim losses incurred on investments made based on the recommendations in the research report. Any reliance placed on the research report provided by the RA shall be based on the client’s own judgment and assessment.
9. 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 available on its website or the following contact details:

Designation	Name	Address	Contact Details	Working Hours
Principal Officer	Vatsal Khemka	SU-1, Ridhi Sidhi Enclave 1st, Sri Ganganagar 335001, Rajasthan	+91 78777-77844 Vatsalkhemka2001@gmail.com	Monday-Saturday, 9 AM to 7 PM
Compliance Officer	Vatsal Khemka			

Step 2: If the resolution is unsatisfactory, the client may lodge grievances through SEBI’s SCORES platform: [SEBI SCORES Platform](#)

Step 3: The client may also consider Online Dispute Resolution (ODR) through the SMART ODR portal: [SMART ODR Portal](#)

11. Clients are required to keep their contact details, including email IDs and mobile numbers, updated with the RA at all times.

12.The RA shall never ask for the client's login credentials or OTPs for Trading Accounts, Demat Accounts, or Bank Accounts. Clients should never share such information with anyone, including the RA.