

## TERMS AND CONDITIONS

These Terms and Conditions (**Terms**) govern the “User(s)” (*as defined below*) access to, and the use of this website [www.emiratesnbdcapital.co.in](http://www.emiratesnbdcapital.co.in) (“**Website**”) for obtaining information on availing of Services (*as defined below*) being provided by **Emirates NBD Capital India Private Limited** (hereinafter **Company** or **we** or **us**). The Company is registered with the Securities and Exchange Board of India (**SEBI**) as a merchant banker since January 28, 2026, under SEBI (Merchant Bankers) Regulations, 1992, bearing registration no. INM000013387. The Company has its principal place of business at A/1204, G Block, C 70, The Capital, Bandra Kurla Complex, Bandra (East), Mumbai, Maharashtra, 400051.

For the purposes of these Terms, the Users (*as defined below*) shall be referred to as “you” or “your”.

### **Part I- Introduction and Definitions**

- (i) Before accessing or using the Website or availing of any Services, you:
  - a) acknowledge that you have read, understood and accepted these Terms and other such documentation as may be required in relation to the provision of Services; and
  - b) represent that you are legally competent to enter into a binding agreement.
  - c) acknowledge that your use of the Website is subject to these Terms and the Company’s Privacy Notice, which sets out the manner in which personal data is collected, used, stored, and disclosed. By accessing or using the Website, you consent to such collection and processing in accordance with the Privacy Notice.
- (ii) We may modify the Terms at any time by posting the changes on the Website and you agree that it shall be your responsibility to ascertain the changes to the Terms, by viewing the revised Terms. By continuing to access the Website or availing of the Services, you will be deemed to have accepted these Terms (including any amendments thereto) as in force at the relevant time.
- (iii) **Definitions:**
  - a) **User** means and refers to any person who may avail the Services (*as defined below*) or visits, uses or accesses the Website.
  - b) **Privacy Notice** shall mean the privacy notice available on the Website – [www.emiratesnbdcapital.co.in/-/media/enbd/indiacapital/files/privacy\\_policy\\_in.pdf](http://www.emiratesnbdcapital.co.in/-/media/enbd/indiacapital/files/privacy_policy_in.pdf).
  - c) **Services** shall mean the services provided by the Company in accordance with Regulation 13A of SEBI (Merchant Bankers) Regulations, 1992 (*as amended from time to time*), and any master circulars, circulars, guidelines, FAQs, etc. issued thereunder. To clarify, such services will include:
    - (i) Managing of public issues, qualified institutions placements (QIPs), rights issues of securities and advisory or consulting services incidental to such issues.

- (ii) Managing of:
    - (a) acquisitions and takeovers under the SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011;
    - (b) buy-back under the SEBI (Buy-Back of Securities) Regulations, 2018;
    - (c) delisting under the SEBI (Delisting of Equity Shares) Regulations, 2021;
    - (d) compliances as may be required under the SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015 in respect of any scheme of arrangement;
    - (e) implementation of a scheme under the SEBI (Share Based Employee Benefits and Sweat Equity) Regulations, 2021; and
    - (f) advisory or consulting services incidental to the activities specified in clauses (a) to (e).
  - (iii) Underwriting activities as specified by SEBI from time to time;
  - (iv) Private placement of listed or proposed to be listed securities on a recognized stock exchange recognized by the Board and activities incidental thereto;
  - (v) managing of international offering of securities and advisory or consulting services incidental to such offering;
  - (vi) filing of placement memorandum of an alternative investment fund;
  - (vii) issuance of fairness opinion;
  - (viii) managing of secondary market transactions of securities listed on a stock exchange recognized by the Board and activities incidental thereto;
  - (ix) market making in accordance with the Securities and Exchange Board of India (Issue of Capital and Disclosure Requirements) Regulations, 2018; and
  - (x) any other activity as may be specified by the Board from time to time.
- ((i) to (x) above shall be collectively referred to as **Permitted Activities**)
- (xi) Other than the Permitted Activities, a merchant banker is permitted to undertake such activities as is listed below:
    - (a) Other activities regulated by SEBI in accordance with the respective regulations made by SEBI by obtaining the relevant certificate of registration; and/or

- (b) activities which fall under the purview of any other financial sector regulator or an authority specified by SEBI, in accordance with the regulations or guidelines, if any, issued by such financial sector regulator or authority; and/or
- (c) activities that do not fall under the purview of SEBI or any other financial sector regulator or authority, which shall be fee-based, non-fund based and pertain to the financial services sector;

activities listed in (a) to (c) above, must be conducted on an arms-length basis through separate business units of such merchant banker, in such manner and subject to such other conditions as may be specified by SEBI.

- d) **Third Parties** shall mean third party service providers (including group companies) engaged by the Company to support the operation of the Website and the provision of Services, including but not limited to technology service providers, data hosting providers and other administrative or support service providers;
- e) **User Information** shall mean any limited information voluntarily provided by a User through the Website (such as name, email address, or contact details) for the purpose of making enquiries or seeking further information in relation to the Services;
- f) **Merchant Banker** shall mean the term merchant banker, as defined under Regulation 2(cb) of the Merchant Banking Regulations;
- g) **Merchant Banking Framework** shall mean the Merchant Banking Regulations and the SEBI Merchant Banker Master Circular and any other circulars, guidelines, FAQs, etc., as may be issued by SEBI from time to time;
- h) **Merchant Banking Regulations** shall mean SEBI (Merchant Bankers) Regulations, 1992, as amended from time to time; and
- i) **SEBI Merchant Banker Master Circular** shall mean the SEBI Master Circular for Merchant Bankers Registered with SEBI dated September 26, 2023.

## **Part II- User Information**

You agree that any information voluntarily provided by you through the Website (including through any enquiry or contact form) shall be true, accurate, and not misleading. The Company shall not be responsible for any consequences arising from inaccurate or incomplete information provided by you.

The Company reserves the right to restrict or refuse responses to any enquiries or provision of any Services where it has reasonable grounds to suspect that the information provided by you is untrue, inaccurate, not current, incomplete, misleading, fraudulent, (or becomes untrue, inaccurate, not current, incomplete, misleading or fraudulent).

## **Part III- Disclaimer relating to Offer Documents**

- (i) The following disclaimer applies to the offering documents of certain companies filed with SEBI (the **Offering Documents** and an **Offering Document**) hosted on this Website in

connection with the public offering of securities (the **Issue**) that the Company is associated with as a Lead Manager / Book Running Lead Manager. You are advised to read this disclaimer carefully before reading, accessing or making any other use of the Offering Documents. By accessing the Offering Documents, you agree to follow the following terms and conditions, including any modifications to them from time to time.

- (ii) The contents of the Offering Documents are for your information only. No part of the contents herein shall be copied or duplicated in any form by any means or redistributed. The Company is not soliciting any action based on it, and it should not be construed as an offer to sell or the solicitation of any offer to buy or subscribe for any security. Except where the Offering Document is a final prospectus, the Company does not represent that the content of such Offering Document is complete or comprehensive beyond the date of its filing with SEBI and does not guarantee the accuracy, timeliness, or completeness of the information being made available to you in such Offering Document beyond that date. Please note that because of restrictions imposed by law on soliciting securities business in various jurisdictions, subscription to the Issue will not be permitted to residents of certain jurisdictions. Accordingly, the Offering Documents are directed at, and are intended for distribution to, and use by, residents of India only. The Offering Documents are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where (a) distribution or use of such information would be contrary to law or regulation; or (b) the Company would by virtue of such distribution become subject to new or additional registration requirements.
- (iii) The information contained in this Website does not constitute an offer for sale in any other jurisdiction. The securities described in each of the Offering Documents have not been, and will not be, registered under the applicable laws of any other jurisdiction, as amended, or with any securities regulatory authority of any state or other jurisdiction and may not be offered or sold, directly or indirectly, unless the securities are so registered or an exemption from the registration requirements wherever available.
- (iv) The Offering Documents have been hosted on this Website as prescribed under SEBI (Issue of Capital and Disclosure Requirements) Regulations, 2018 (**SEBI ICDR**). The Company, the Lead Manager / one of the Book Running Lead Managers has taken all necessary steps to ensure that the contents of the Offering Document as appearing on this Website are identical to the Offering Document filed with SEBI for its comments in accordance with SEBI ICDR. You are reminded that documents transmitted in electronic form may be altered or changed during the process of transmission and consequently neither the Company, nor any of its affiliates accept any liability or responsibility whatsoever in respect of alterations or changes which have taken place during the course of transmission of electronic data. Neither the Company nor any of its affiliates nor their respective directors, officers and employees will be responsible for any loss or damage that could result from interception and interpretation by any third parties of any information being made available to you through this Website.

#### **Part IV- Intellectual Property:**

- (i) You agree and acknowledge that all content, material and information on the Website including but not limited to reports, newsletters, information, logos, designs, databases, arrangement of databases, user interfaces, software, pictures, logos, icons, including any intellectual property rights therein, are the sole property of the Company or its licensors as the case may be. No content may be used, reproduced, or distributed for commercial purposes without the Company's prior written consent.

- (ii) The Company is granting a limited right to you to access and use the Website, including the content and material therein, in connection with the Services availed from the Company and in accordance with the Terms, on a non-exclusive, worldwide, revocable, royalty-free, non-transferable and non-sublicensable basis. There are no other rights being granted to you on the Website or any of its contents and functionalities. You agree not to use or otherwise reproduce or distribute the contents of the Website for commercial purposes without the Company's prior written consent.
- (iii) You agree to not remove, obscure, or otherwise alter any proprietary notices appearing on any content on the Website, including copyright, trademark, and other intellectual property notices. The Company has endeavoured to ensure that all the information on the Website, including in any reports provided to you are correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy, completeness or timeliness of any data, information in relation to the Services, reports or otherwise and disclaims all liability arising from reliance on such contents.
- (iv) Any access to or use of the Website and its systems beyond the scope expressly permitted under these Terms is strictly prohibited. This includes, without limitation, any activity that interferes with or disrupts the functioning, security, or integrity of the Website or its services, or that is in contravention of applicable laws and regulations.
- (v) You have no right to use any search mechanisms other than that provided on the Website, and you will not use any web-crawler, robot or any data harvesting tools to access, monitor, harvest, copy or scrape data in any manner from the Website.

**Part V- Disclaimers:**

- (i) To the extent permissible under applicable laws, you understand and agree that the Company will not be responsible, in any manner whatsoever, for Services provided by Third Parties on the Website (*if applicable*) and you will directly engage with such Third Parties for any queries that you may have.
- (ii) The Services, and any content or information therein are provided "AS IS" without warranty of any kind, either express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The Company does not warrant, and hereby disclaims any warranties, either express or implied, with respect to the accuracy, adequacy or completeness of the content of the Website. The Company does not warrant that the Website will operate in an uninterrupted or error-free manner or that the Website is free of viruses or other harmful components.
- (iii) To the extent permissible under applicable laws, you expressly release the Company and where applicable its affiliates, shareholders, directors, officers, employees, authorized representatives and agents and representatives from any cost, damage, liability or other consequence of any use of the Website by you.
- (iv) The Company may suspend or terminate access to the Website or any part thereof at any time, without notice, for reasons including security, compliance, or operational reasons.
- (v) The Company reserves the right to remove any content on the Website at its sole discretion.

- (vi) The Website may contain links to Third Party content. To the extent permissible under applicable laws, the Company shall not be responsible in any manner for any Third Party content and if you choose to access such Third Party content, you choose to do so at your own risk. The Company does not endorse the content nor in any manner represent the accuracy, reliability or correctness of information of such Third Party content.
- (vii) The Company does not provide any investment advice, tax advice, or legal advice through this Website. Nothing contained on this Website shall be construed as a solicitation, recommendation or an offer by the Company or their respective directors or employees to buy or sell any securities, futures, options or any other financial instruments or provide any investment advice or service of any kind. This information or any material or opinion provided on the Website is solely provided as an illustration or for informational purpose. Users are advised to seek independent professional advice regarding the legal, tax, financial, or other consequences of any investment advice, including the subscription, purchase, holding, exchange, redemption, or disposal of any securities.
- (viii) Any participation in a transaction shall be solely on the basis of the relevant final offering documents and contractual arrangements, duly filed or disclosed in accordance with applicable law. The Company provides Services only pursuant to a formally executed engagement letter or agreement, in compliance with applicable laws and regulations, including but not limited to the Merchant Banking Framework. Nothing on the Website shall be deemed to create: (a) a client relationship; (b) a fiduciary relationship; or (c) any obligation on the Company to accept or continue any Service or engagement.
- (ix) Any action with respect to the Services, shall be subject to compliance under the applicable regulatory framework issued by regulators such as SEBI, the Reserve Bank of India, etc. and the internal policy requirements of the Company, read with the relevant Service related documentation executed with the Company, including without limitation these Terms and / or Privacy Notice. The Company also reserves the right to refuse / reject such action taken that is not in accordance with such regulatory framework / internal policies of the Company.
- (x) The information and any material provided on this Website or in any communication containing a link to this Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject the Company to any registration requirement within such jurisdiction or country.
- (xi) The Company undertakes that all Permitted Activities on the Website strictly within the scope of its registration granted by SEBI under the Merchant Banking Framework, as may be amended from time to time.
- (xii) The Company and its directors, employees, and representatives are bound by the Code of Conduct and other obligations prescribed under the Merchant Banking Framework, as may be amended from time to time, and confirm that they adhere to such requirements in the conduct of all merchant banking activities.
- (xiii) Any grievance related to the Website can be raised as provided under Part VIII of the Terms.

- (xiv) To the extent required under applicable laws, the Company will reasonably endeavor to the best of its ability, to assist you in resolving any grievances against Third Parties.

#### **Part VI- Limitation of Liability**

In no event shall the Company be liable to you or any third party for any direct or indirect losses (including incidental, special, consequential, or punitive damages, including loss of profits, loss of reputation, or loss of data) arising out of or in connection with:

- (i) use or inability to use the Website;
- (ii) reliance on Website content;
- (iii) interruption or unavailability of the Website.

#### **Part VII - Indemnity**

Except in cases of gross negligence, or wilful default of the Company, you agree to release, indemnify, and hold the Company and its affiliates, shareholders and their officers, employees, directors and agents harmless from any and all losses, damages, costs, charges, expenses, including reasonable attorneys' fees, rights, claims, liabilities, actions of any kind and injury, directly or indirectly, arising out of or relating to your breach of these Terms or your access or use of the Website or Services including your actions or omissions or delays.

#### **Part VIII- Miscellaneous**

- (i) **Force Majeure:** In no event shall the Company be liable for any failure or delay in the performance of its obligations under these Terms, or for any interruption in access to or use of this Website, if such failure, delay or interruption is due to events beyond its reasonable control, including but not limited to lockdowns, war, strike, riots, crime or act of God such as flooding, earthquake, pandemics or other natural disasters, unavailability of any communication systems or failure of any telecommunication systems, breach, or virus, sabotage, hacking, unauthorized access to computer systems. The Company shall also not be liable for any failure or delay attributable to third-party service providers, including technology or hosting service providers, to the extent such failure or delay is beyond the Company's control.
- (ii) **Access:** You are solely responsible for complying with laws applicable to you in relation to the access to the Website and use of Services.
- (iii) **Waiver:** No waiver of any provision of these Terms shall be binding unless executed and notified by the Company in writing to you. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provision and no waiver shall constitute a continuing waiver. You hereby waive any present or future claims you have against the Company arising from your use of the Website.
- (iv) **Severability:** If any provision of these Terms is determined to be invalid or unenforceable, it will not affect the validity or enforceability of the other provisions of these Terms, which shall remain in full force and effect.

- (v) **Governing Law:** These Terms are governed by the laws of India. Any disputes that may arise in connection herewith or relating to these Terms or anything done hereunder shall be subject to the exclusive jurisdiction of the courts at Mumbai, Maharashtra, India.

**Part IX- Dispute Resolution**

- (i) Any grievance or dispute arising out of or in connection with the use of this Website or the Services shall be resolved in accordance with the Grievance Redressal Mechanism prescribed at [www.emiratesnbdcapital.co.in/en/regulatory-information](http://www.emiratesnbdcapital.co.in/en/regulatory-information).
- (ii) Nothing contained herein shall preclude the Company from seeking interim or injunctive relief from any court of competent jurisdiction.

**IMPORTANT: By accessing this Website and any of its pages you are agreeing to the terms and conditions set out above.**