
PORTFOLIO MANAGEMENT SERVICES AGREEMENT

between

Client *(as specified in Schedule I hereto)*

and

DWAITH ADVISORY PRIVATE LIMITED

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PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This Portfolio Management Services Agreement (hereinafter referred to as “this **Agreement**”) made and entered into on this [] (“**Effective Date**”) at [] by and between the person(s) specified in Schedule I (hereinafter referred to as “the **Client**” which expression shall unless the context otherwise requires, be deemed to include his/her/its, successors, administrator, and executors) of the **ONE PART**;

AND

DWAITH ADVISORY PRIVATE LIMITED, a company incorporated under the provisions of Companies Act, 2013 and having its registered office at Ground Floor, Brigade MLR Center c/o Zepco Technologies Private Limited, No. 50, Vanivilas Road, Basavanagudi, Bengaluru – 560004 (hereinafter referred to as “**Portfolio Manager**” which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns) of the **OTHER PART**.

WHEREAS:

- A. The Portfolio Manager holds a valid certificate of registration under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, to carry on the business of portfolio management services vide registration no. INP000008561.
- B. The Portfolio Manager is, *inter alia*, engaged in investing funds of its clients in Securities and providing portfolio management services to its clients. The Client is desirous of appointing the Portfolio Manager for managing the investment of his/its funds on a discretionary basis and to avail the portfolio management services provided by the Portfolio Manager in the manner more particularly set out herein.
- C. The Portfolio Manager has made available to the Client a copy of the “Disclosure Document” along with a certificate in Form C as specified in the SEBI Regulations prior to the signing of the Agreement and the Client having read and understood the contents of the Disclosure Document, has agreed to avail the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

In this Agreement, unless the context otherwise requires, the Portfolio Manager and the Client shall hereinafter be jointly referred to as the “**Parties**”, and severally as a “**Party**”.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. DEFINITIONS

For the purpose of this Agreement the following terms shall have the following meanings:

- 1.1 “**Agreement**” means this Portfolio Management Services Agreement, as amended,

modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.

- 1.2 **“Applicable Laws”** means any applicable Indian statute, law, ordinance, regulation including the SEBI Regulations, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time.
- 1.3 **“Application Form”** means the application provided by the Portfolio Manager to the Client seeking know your client details and other necessary information.
- 1.4 **“Business Day”** means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal business cannot be transacted due to storms, floods, bandhs, strikes or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of “Business Day”.
- 1.5 **“Capital Contribution”** means the sum of money or Securities or combination thereof, contributed by the Client simultaneously upon execution of this Agreement or any time thereafter, subject to a minimum of INR 50,00,000 (Indian Rupees Fifty Lakhs) or such other higher amount as may be specified by the Portfolio Manager in compliance with Applicable Laws which is set forth in Schedule I of the Agreement.
- 1.6 **“Capital Commitment”** means the amount agreed by the Client to be contributed for investment in terms of this Agreement.
- 1.7 **“Custodian”** means one or more custodian appointed by the Portfolio Manager, from time to time, for maintaining custody of funds and/or Securities of the Client.
- 1.8 **“Depository Account”** means one or more account or accounts opened, maintained and operated by the Portfolio Manager or the Custodian in the name of the Client or the Portfolio Manager/Custodian with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 2018.
- 1.9 **“Disclosure Document”** means the disclosure document filed by the Portfolio Manager with SEBI and issued to the Client as required under the SEBI Regulations and as may be amended by the Portfolio Manager from time to time.
- 1.10 **“Distributor”** means a Person empaneled by the Portfolio Manager which refers clients to the Portfolio Manager in lieu of commission/charges.

- 1.11** “**Eligible Investors**” means individuals, company, body corporate, partnership firm, association of persons, limited liability partnership, trust, hindu undivided family and such other persons as may be deemed by the Portfolio Manager, to be eligible to avail of the services of the Portfolio Manager from time to time under the PMS.
- 1.12** “**Exit Load**” means the fee as prescribed in **Annexure “A”** hereto, payable in accordance with **Clause 17.3** hereunder.
- 1.13** “**Fair Market Value**” means the valuation of securities determined by the Portfolio Manager or any third-party agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.
- 1.14** “**Interim Disbursement**” shall have the meaning prescribed under **Clause 17.6.1** of the Agreement.
- 1.15** “**Management Fee**” means the fees payable to the Portfolio Manager in accordance with **Annexure “A”**.
- 1.16** “**Net Realized Value**” means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buyback or other mode of realization which, as the case may be, inclusive of returns, entitlements, dividend, interest, premium, discounts, bonus, if any, net of all taxes deducted at source by the Portfolio Entity/ies or otherwise.
- 1.17** “**Non-Resident Indian**” or “**NRI**” means an individual resident outside of India who is a citizen of India as per the Applicable Laws.
- 1.18** “**Overseas Citizen of India**” or “**OCI**” means an individual resident outside India who is registered as an Overseas Citizen of India cardholder under Section 7(A) of the Citizenship Act, 1955.
- 1.19** “**Person**” means and includes any individual, partnership, limited liability partnership, corporation, company, body corporate, unincorporated organization or association, trust or other entity whether incorporated or otherwise.
- 1.20** “**Performance Fee**” means the performance-linked fee payable to the Portfolio Manager in accordance with **Annexure “A”** hereto.
- 1.21** “**Portfolio**” or “**Client Portfolio**” shall mean the total holding of Securities and goods belonging to the Client in accordance with this Agreement.

- 1.22** “**Portfolio Commencement Date**” means the date when each of the payment of the Capital Contribution shall be made to the Portfolio Manager. For avoidance of doubt, where the Capital Contribution is received prior to account being opened, initial Portfolio Commencement Date shall be the date on which the demat account of the Client is opened and formal client on-boarding process is completed by the Portfolio Manager.
- 1.23** “**Portfolio Entity**” means companies, enterprises, bodies corporate, or any other entities in the Securities in which the monies from the Client Portfolio are invested subject to Applicable Laws.
- 1.24** “**Portfolio Investments**” means investments in Securities of one or more Portfolio Entity/ies made by the Portfolio Manager on behalf of the Client under the PMS from time to time.
- 1.25** “**PMS**” shall mean the discretionary service platform provided by the Portfolio Manager in accordance with the terms and conditions set out in this Agreement, Disclosure Document and subject to Applicable Laws.
- 1.26** “**Securities**” for the purpose of the Agreement shall mean and include securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds or other securities as specified by SEBI from time to time.
- 1.27** “**SEBI**” shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.
- 1.28** “**SEBI Regulations**” shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.
- 1.29** “**Term**” shall mean the term of this Agreement as provided in **Clause 14** hereunder.

Capitalized terms used herein, which are not otherwise defined in this Agreement but defined under Applicable Law/s shall have the same meanings respectively assigned to them in such Applicable Law/s.

In this Agreement, unless the context otherwise requires:

- a. Words in the singular shall include words in the plural and vice versa;
- b. References to a person shall include such person’s successors and permitted assignees or transferees;

- c. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa;
- d. The headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions; a reference to a thing includes a part of that thing;
- e. Where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter; and
- f. References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

2. APPOINTMENT OF THE PORTFOLIO MANAGER

2.1 The Client hereby appoints the Portfolio Manager as Portfolio Manager for PMS Services under below mention Portfolio Management services:

2.1.1 Non-Discretionary Portfolio Management (NDPM)

Under this service, the Portfolio Manager as portfolio manager executes transactions in securities as per the discretion and instructions of the client and in terms of PMS agreement. The Portfolio Manager's role is limited to providing research, investment advice and trade execution facility to the client. The Portfolio Manager shall execute orders as per the mandate received from the client.

2.1.2 Discretionary Portfolio Management (DPM)

Under these service, The Client appoints and authorizes the Portfolio Manager as a Portfolio Manager with absolute and unfettered discretion under the terms of this agreement, to act as his/its agent *inter alia*, for the purpose of managing the funds by investing it in securities as the Portfolio Manager may deem fit from time to time and to hold all or any of such investments in the name of the Portfolio Manager on behalf of the Client including any undivided interest/share in one or more mutual funds units and/or capital/money market investments.

2.2 It is further agreed that the Portfolio Manager, at its sole discretion has the right to purchase, acquire, obtain, take, hold, sell, transfer, substitute or change all or any of the investments in

any securities including shares, stock, bonds, debenture, mutual funds units made on behalf of the Client in pursuance of this Agreement and the Client further agrees that he/it shall be deemed to have approved/ratified any such actions and deeds mentioned above.

- 2.3 The Portfolio Manager shall be authorized to execute in the name and on behalf of the Client, all necessary deeds, documents writings, forms, applications, as may be necessary to be filed with any company, organization, institution, government body or department in any manner relating to the management of the investment and to take all necessary actions to enable the Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions. The Client shall from time to time execute such further authorization and writings as may be required by the Portfolio Manager for effectively exercising its functions under this Agreement. The Portfolio Manager shall not change any terms of the agreement without prior consent of the client.
- 2.4 The Portfolio Manager shall provide such services as may be agreed in writing, which may consist of portfolio management, occasional advisory or such other services as may be specifically agreed in writing between the Portfolio Manager and the Client.
- 2.5 The Portfolio Manager shall not be obliged to effect any transaction, which is believed to be a breach of any statute, law or regulation.
- 2.6 The Portfolio Manager shall be under no obligation and shall accept no liability for any other person for whom the Client may be acting and it is hereby further stated that the obligation of the Client shall in no way be diminished by reason of the Client acting for or on behalf of any other person.

3. SCOPE

- 3.1 The services provided by The Portfolio Manager are subject to the activities permitted under SEBI (Portfolio Managers) Regulations, 2000 as a Portfolio Manager and would include portfolio management advisory services, Investment Management, custody of securities, keeping track of corporate benefits associated with the securities, providing audited reports to clients on yearly basis. The Portfolio manager shall act in a fiduciary capacity and as a trustee and agent of the Client's account.
- 3.2 The Portfolio Manager agrees to provide Portfolio Management Services (hereinafter referred to as 'the Services' which shall be in the nature of investment consultancy / management and may include the responsibility of managing, renewing and reshuffling the portfolio, buying and selling the securities, keeping safe custody of the securities and monitoring book closures, dividend, bonus, rights etc. so as to ensure that all the benefits accrue to the Client's Portfolio, for an agreed fee structure and for a definite period

hereinafter described, entirely at the Client's risk.

- 3.3** Where the service involves the giving of any advice or the provision of any information, the Portfolio Manager shall use reasonable endeavors in order to ensure that such advice or information is accurate. The Portfolio Manager shall not be liable for any costs, claims, liabilities, expenses or losses which the Client may suffer as a result of relying on any such advice or information.

4. CLIENT PARTICIPATION

- 4.1** The Client represents that it is eligible to enter into this Agreement and has the full legal right, power, authority and capacity to execute, deliver and fully perform this Agreement. The Client may cause its duly constituted attorney to represent the Client under this Agreement. Subject to the terms and conditions of this Agreement, the Client's Capital Commitment as mentioned in **Schedule I** of this Agreement, will be drawn down from the Client, in accordance with drawdown schedule provided in **Schedule I** of this Agreement, and will be invested through the Portfolio Manager in accordance with this Agreement. The Client may make further placement/s of funds in form of additional Capital Commitment on one or more occasion(s) during the Term, by executing the form specified in **Exhibit A**. Such amounts shall be governed by the terms and conditions of this Agreement.

The permissible costs/expenses would be paid from the Capital Contributions, post which the Portfolio Manager will invest the funds in terms of the Agreement.

- 4.2** The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under **Annexure "G"** of this Agreement) in favor of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide portfolio management services on a discretionary basis under this Agreement.
- 4.3** The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India (RBI) or any other authority or judicial body in India or abroad from investing in Securities. Further, the Client warrants that no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities, if any.
- 4.4** The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that regard. The Client may, at its own cost and consequences, obtain advice from tax consultants. The Portfolio Manager shall

not be liable for any tax liability/claim arising out of this Agreement.

- 4.5** The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognize or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement.
- 4.6** The Portfolio Manager hereby discloses to the Client that the Portfolio Manager may manage monies of other clients under the PMS for the purpose of investment in the Securities and for this purpose the Portfolio Manager shall enter into separate agreements with each of its clients under the PMS. In such a case, to the extent permissible by the Applicable Laws and for the purpose of economies of scale, the Portfolio Manager may aggregate purchases or sales of Securities. This Agreement and the pursuant relationship of Portfolio Manager with the Client is exclusive and does not create any interest whatsoever between the clients inter-se or between the clients as a group and the Portfolio Manager.
- 4.7** The Portfolio Manager shall, through the Custodian or in any other manner as permissible under Applicable Laws, hold Securities in the name of the Client or in such other manner as may be permitted under Applicable Laws from time to time. Subject to Applicable Laws, in the event of aggregation of purchase or sales carried out for the purpose of economies of scale, *inter se* allocation between the Client and other clients of the Portfolio Manager shall be done by the Portfolio Manager on a *pro-rata* basis and at the weighted average price of the day's transactions. The Portfolio Manager shall complete the allocation process on the same day on which sales and / or purchases are affected or as prescribed under the Applicable Laws.
- 4.8** In the event of (i) any change in the constitution or identity or name or official status or restructuring of the Client, (ii) any material change in the control and management of the Client during the currency of this Agreement; or (iii) any change in the information submitted by the Client to the Portfolio Manager including any information provided in the Application Form, it shall be the duty of the Client to keep the Portfolio Manager duly informed of such change. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the Client which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit. In addition to the above and more particularly where the Client is a partnership firm, body corporate or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/body corporate/trust, and all the present partners/officers/directors/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.

- 4.9** The Client (jointly and severally, in case of joint ownership) hereby confirms that he/she/it has read and understood the terms of this Agreement and is availing of the services of the Portfolio Manager after understanding the general risk factors and the specific risk factors and after being satisfied as to the terms and conditions of this Agreement and agrees to be bound by the same. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks associated with the investments proposed to be made by the Portfolio Manager under the PMS, and the Client is able to bear the risk of such investment.
- 4.10** The Client warrants that, at all times, it shall comply with the Applicable Laws and will not do or permit anything to be done which might cause or otherwise result in a violation or breach of such Applicable Laws.
- 4.11** The Client agrees to execute, from time to time and as and when called upon to do so by the Portfolio Manager, one or more powers of attorney and such other deeds, documents and writings in the form and content required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement.
- 4.12** The Client shall not, at any time during the Term of this Agreement, create or agree to creation of a pledge/lien or any other encumbrance on its Portfolio or any part thereof.
- 4.13** The Client shall disclose, in writing, its direct or indirect interest in various body corporates, which may enable the Client to obtain unpublished price sensitive information from such body corporate, as provided in the SEBI (Prohibition of Insider Trading) Regulations, 2015 in the form provided in **Annexure "E"** hereto.
- 4.14** If the Client is an individual, the Client may, by executing the Nomination Form attached hereto as **Annexure "F"**, nominate any individual to receive all proceeds that have accrued on his Portfolio upon his / her death or disability, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee in favour of and to the satisfaction of the Portfolio Manager as per the Portfolio Manager's policies and procedures that may be in place in this regard. Nomination may be made, either singly or jointly, provided that in case of joint holding, the joint holders shall jointly and not severally appoint the nominee. Furthermore, all the joint holders shall be required to sign the Nomination Form. In case of such joint holding, the nomination process provided above shall become applicable only upon death or disability of all the joint account holders of the Client Portfolio. The process for transfer of the rights and liabilities of the joint account holder/s in case of death or disability has been provided in **Clause 19.5** of the Agreement.

- 4.14.1 In case of death or disability of a Client without having made a nomination or in the case of the nominee also having expired, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, certified copies of probate, letters of administration, succession certificate etc. The Portfolio Manager would be under no obligation to return the Client Portfolio to any person claiming to be the successor or the claimant of the Client Portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit):
- (a) Certified/attested copy of the death or disability certificate;
 - (b) Notarized or certified copy of the will;
 - (c) Certified copy of:
 - Probate, or
 - Letter of administration, or
 - Succession certificate
 - (d) Know Your Client documents/Permanent Account Number; and
 - (e) Indemnity bond (as per the format provided by Portfolio Manager).
- 4.14.2 Notwithstanding anything stated above in **Clause 4.14** and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, the Agreement may continue in favor of such nominee if mutually agreed between the Portfolio Manager and the nominee, pursuant to which the nominee shall be bound by the obligations and duties of the Client hereunder without any further action on the part of the Portfolio Manager. The Portfolio Manager shall have the right to call upon the nominee to execute such documents as may be necessary for the purpose of giving effect to this provision.
- 4.14.3 Transfer / payment of the Client Portfolio to the nominee or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss or expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination, the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client's Portfolio.
- 4.15** The Client agrees and undertakes to give prior written intimation to the Portfolio Manager in the event of proposed change in residential status from a person resident in India to a person resident outside India including a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. The Client

agrees that failure in complying with the requirement laid down in this clause would require the Client to make good any losses/expenses/penalties incurred by the Portfolio Manager under Applicable Law. The Client further agree that the Portfolio Manager may, in its sole and absolute discretion, consider the proposed change of residential status of the Client (as contemplated in this clause above) as voluntary termination of the Agreement by the Client and make it subject to charge of Exit Load.

4.16 In the event of termination of Agreement upon change of residential status of the Client as per **Clause 4.15** above, the Portfolio Manager shall arrange to deposit in the designated bank account of the Client the Net Realized Value in the manner stated in **Clause 19** below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager and receipt of Portfolio Manager of the same.

4.17 Additional Terms and Conditions Applicable to Non-Resident Indian and/or Overseas Citizen of India

In the event of the Client being an NRI or an OCI, in addition to the other conditions specified in this Agreement, such a Client shall be subject to the following additional terms and conditions:

- 4.17.1 The Client shall have obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions envisaged hereunder (including without limitation, approvals required from the RBI, if any).
- 4.17.2 The services provided to the Client by the Portfolio Manager, under this Agreement, shall be subject to the exchange control regulations applicable to such Client including, but not limited to, the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued thereunder.
- 4.17.3 In the event of the Client ceasing to be an NRI, the Client shall promptly inform the Portfolio Manager of the same.
- 4.17.4 All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite and relevant approvals from RBI and/or any other regulatory authorities.
- 4.17.5 The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting for and on behalf of the Client.
- 4.17.6 The Portfolio Manager shall not be liable for any loss, cost, damage and/or expense caused to the Client as a consequence of any delay of RBI and/or any other regulatory authority.
- 4.17.7 The Client shall indemnify and keep the Portfolio Manager, its partners, officers,

employees and agents harmless (on a full indemnity basis) from the consequences that the Portfolio Manager may suffer due to a non-compliance by the Client with any law/regulatory requirements including, but not limited to, any losses, cost, damage and/or expense that the Portfolio Manager may suffer due to any Securities purchased for the Client not being registered in the Client's name due to any regulatory reasons (including without limitation, the percentage of NRI/OCI holdings in the relevant company exceeding permissible limits).

4.17.8 Without prejudice to the other provisions contained hereinabove, in all dealings with the Client, the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

5. INVESTMENT OBJECTIVES, GUIDELINES, APPROACHES AND RESTRICTIONS

5.1 The investment objective of the Portfolio Manager under its PMS is to endeavor to generate superior risk adjusted returns for the Client. While the core investment strategy is to invest Capital Contributions in listed equities, the Portfolio Manager may, from time to time, also invest in listed debt securities, fixed income products/instruments, mutual fund units, exchange traded fund/s, structured product/s and any other permissible securities/instruments/products in which the Portfolio Manager can invest as per Applicable Laws including the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Client's capital by such investments. The Client understands and agrees that the Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted by the SEBI Regulations and Applicable Laws. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager. Kindly refer **Annexure "D"** hereto for more details in respect of derivative transactions that the Portfolio Manager shall undertake in respect of the Portfolio.

5.2 The Portfolio Manager shall have the sole and absolute discretion to invest the Capital Contribution in accordance with this Agreement and make changes to the investment pattern. The Portfolio Manager shall invest the Client's funds in Securities as may be permitted under SEBI Regulations and Applicable Law, in such manner and through such markets as it deems fit in the interest of the Client.

5.3 The investment in Securities shall be held by the Portfolio Manager for a period which shall not exceed the Term of this Agreement and shall at all times be subject to the strategy/ies of the Portfolio Manager chosen by the Client.

- 5.4** Subject to Applicable Laws, the Portfolio Manager may exercise voting rights, if any, and such other rights in relation to any Securities held on behalf of the Client, in its absolute discretion.
- 5.5** The investment approach proposed to be undertaken by the Portfolio Manager has been detailed out under **Annexure “H”** – Investment Approach.
- 5.6** The Client agrees that any decision of the Portfolio Manager (taken in good faith) in deployment of the Client Portfolio is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time thereafter except on the grounds of malafide, fraud, conflict of interest (other than those as provided under **Annexure “B”** annexed hereto) or gross negligence.
- 5.7** The Portfolio Manager, in its absolute discretion, may conduct operations and transactions including sale and purchase transactions from the Client Portfolio through agencies, entities, brokers or a panel of brokers at prevalent market prices. The Portfolio Manager, in its absolute discretion, may resort to transactions through private placement, arrangements, agreements and/or contracts for facilitating acquisition and/or disposals, as the case may be.
- 5.8** In the management of the Client Portfolio, the Portfolio Manager may, in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments of the Client Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.
- 5.9** Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, premium, discounts and other rights, benefits and accruals that accrue to the investments in respect of the Client Portfolio shall be received by the Portfolio Manager in the name of the Client and would in every event belong to Client Portfolio.
- 5.10** The Portfolio Manager shall buy and sell Securities on the basis of delivery and shall in all cases of purchases, take delivery of the relevant Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has made a short sale or needs to carry forward a transaction or engage in bill discounting, badla finance or lending or placement with corporate or non-corporate bodies. The Portfolio Manager may, subject to authorization by the client in writing, participate in securities lending as per

the Securities Lending Scheme, 1997 specified by SEBI. The Portfolio Manager may however, in accordance with the SEBI Regulations and Applicable Laws, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide initial margin payments and which would be deemed to constitute part of the normal course of managing the Portfolio and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time. The derivatives will be valued at closing/settlement prices on the relevant stock exchange/s.

- 5.11** Subject to the fees charged by the Portfolio Manager, and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities and goods of the Client Portfolio, would be to the account of and shall belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may from time to time, execute off market transaction in Client Portfolio in accordance with the SEBI Regulations.
- 5.12** The Portfolio Manager may, through the Custodian, or in any other manner as permissible under Applicable Laws, keep the funds of the Client in a separate bank account maintained with a scheduled commercial bank segregated from the accounts of Portfolio Manager's other clients subject to the requirements laid down under SEBI Regulations and use the same for the purpose of the purchase and sale of Securities allowed in this Agreement and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of the Portfolio Manager and shall be maintained separately.
- 5.13** The Portfolio Manager shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid, money market or other direct plan of mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws. In no case shall the Portfolio Manager deploy the Capital Contribution in unregulated financing mechanism such as badla or discounting of bills of exchange or for the purpose of lending or placement with corporate or non-corporate bodies unless otherwise permitted by SEBI.
- 5.14** In the management of the Portfolio, the Portfolio Manager, may in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal with the Securities and generally manage, convert and vary the investments of the Portfolio in such manner as the Portfolio Manager deems fit in accordance with SEBI Regulations.

5.15 The Portfolio Manager may invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to the Client in accordance with the SEBI Regulations. Further, the Portfolio Manager shall not (i) invest the Client Portfolio in the portfolio managed or administered by another portfolio manager and (ii) invest the Client Portfolio based on the advice from any other person.

6. CAPITAL CONTRIBUTION AND REINVESTMENT

6.1 The Client agrees to place with the Portfolio Manager an amount or Securities as specified in this Agreement/Application Form as being the Capital Commitment. The Client Portfolio shall be subject to the Fees as specified in **Annexure "A"** hereto.

6.2 Simultaneously upon the execution of this Agreement, the Client shall transfer the Capital Contribution to the Portfolio Manager as per **Schedule I**. Till the time the Capital Contribution is invested as per the investment objectives, the Portfolio Manager shall be entitled, but not obligated, to invest the same in bank deposits, liquid, money market or other direct mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws, as may be deemed fit by the Portfolio Manager, for the interim period or may be kept in a bank account as may be specified by the Portfolio Manager from time to time. Any returns generated from such investments shall be paid to the Client by the Portfolio Manager.

6.3 The number of applicants in a joint application shall not exceed 3 (three). In case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All the joint Clients agree that they will be jointly and severally liable for payment of Capital Contribution in accordance with this Agreement.

6.4 In the event an account has more than 1 (one) registered holder, the first-named holder (as determined by reference to the Application Form) shall receive the Statements, all notices and correspondences with respect to the account, the Interim Disbursements as well as the proceeds of any and all sums as due and payable to the Client on termination or expiry of the Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.

6.5 The interest, premium, dividend, discounts, returns, money arising out of disposal of any Portfolio Investment/s and other rights and accruals on the Securities to the account of the Client may be reinvested by the Portfolio Manager subject to the terms of this Agreement.

7. NO WARRANTY

7.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities or as to the return on such Securities, in which the Client's funds are invested by the Portfolio Manager. It is clearly understood by the Client that the Portfolio Manager shall not, in any manner whatsoever, be liable, in case of depreciation in the value of Securities, either individually or in total, in which funds are invested by the Portfolio Manager or for any indirect or consequential losses or for non-recovery of or failure of the Portfolio Entity/ies to return the investments in the Securities together with the interest, premium and other benefits and accruals thereon.

7.2 The Client acknowledges and confirms that the purchase and sale of Securities has an inherent risk and accordingly, any loss, damage, cost direct or indirect or consequential on account of purchase and sale of Securities by the Portfolio Manager with the funds of the Client, in terms of this Agreement, shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly be responsible or liable for the loss or otherwise which arises to the Client on account of the aforesaid eventualities.

8. FEES AND CHARGES

8.1 The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in **Annexure "A"**.

8.2 Upon termination, fees due and payable for the period since the last fee payment period would be calculated by the Portfolio Manager, on a proportionate basis for the number of days till termination, based on the value of the average of the daily Assets Under Management, as stated in **Annexure "A"**.

8.3 The Client hereby irrevocably directs the Portfolio Manager to directly debit all fees and charges as per this Agreement to the Client's funds and the Portfolio Manager hereby undertakes to provide the Client with complete details of the charges debited to the Client's funds.

8.4 The Portfolio Manager will, in accordance with **Annexure "A"** charge (a) Management Fee, (b) Performance Fee, and (c) Exit Load. The Portfolio Manager will calculate and charge Performance Fee, as stated in **Annexure "A"**.

8.5 The Client hereby grants its consent to the fees and charges as specified in **Annexure "A"** and elsewhere in the Agreement for the services provided directly and indirectly by the Portfolio Manager including any charges/expenses incurred in relation to Portfolio Investments and shall not raise any objections on the charging of the same by the Portfolio

Manager.

- 8.6** Billing will be at the frequency stated in **Annexure "A"**.
- 8.7** No up-front fees shall be charged by the Portfolio Manager directly or indirectly to the Client. Notwithstanding the above, the Portfolio Manager may charge up-front costs and expenses so attributable to the Client in terms of this Agreement.
- 8.8** Without prejudice to what is stated above, the Portfolio Manager shall deduct or get reimbursed from the Client's Capital Contribution towards the following charges/expenses:
- (a) Transaction expenses including, but not limited to, statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodian fees, fees for fund accounting, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees, incidental expenses etc.;
 - (b) Brokerage shall be charged at actuals;
 - (c) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio;
 - (d) Statutory taxes and levies, if any, payable in connection with the Portfolio;
 - (e) Valuation expenses, valuer fees, audit fees, levies and charges; and
 - (f) All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of managing or operating the Portfolio.
- 9. POWERS, RESPONSIBILITIES, FUNCTIONS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER**
- 9.1** The Portfolio Manager shall invest the Capital Contribution in accordance with the SEBI Regulations, the terms and conditions of this Agreement and Applicable Laws
- 9.2** The Portfolio Manager shall act in a fiduciary capacity and will act as a trustee and agent of the Client Portfolio.
- 9.3** The Portfolio Manager will hold Securities in a separate Depository Account opened for the purpose of portfolio management services. The Custodian/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc. on behalf of the Client to the extent permissible under Applicable Laws. The Portfolio Manager shall not invest and/or divest and/or deal in the Client's funds based on price sensitive classified information.
- 9.4** The Portfolio Manager shall observe a high standard of integrity and fair dealing in all

transactions involving the Client's funds.

- 9.5** The Portfolio Manager and / or any of its officers, directors, shareholders, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.
- 9.6** The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person without prior authorization by the Client in writing.
- 9.7** The Portfolio Manager shall exercise due care and diligence in rendering services, under this Agreement, to prevent the possibility of loss of capital. However, it is understood that investments are made on certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.
- 9.8** The Portfolio Manager will take best efforts to safeguard the Client's interest with regard to dealing with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.
- 9.9** The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement; and to acquire security in such instance and for such amount as it may think fit. Any such fees, charges paid / incurred by the Portfolio Manager shall be borne by and debited to the Client's Portfolio.
- 9.10** The Portfolio Manager shall be entitled to open and operate one or more bank accounts, demat accounts and constituent subsidiary general ledger accounts for and on behalf of the Client, to deposit and withdraw monies / Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination / revocation of this Agreement.
- 9.11** The Portfolio Manager will send to the Client all such reports as are required to be sent to the Client under the SEBI Regulations within the period stipulated thereby which will, *inter alia*, be evidencing receipt of payment of fees..
- 9.12** The Portfolio Manager shall appoint one or more Custodians, for carrying out custodial services in relation to the Client Portfolio.

- 9.13** The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform, subject always to Applicable Laws. The Portfolio Manager may delegate to such persons, the authority / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit, from time to time, to enable such performance, in accordance with Applicable Laws.
- 9.14** If the Portfolio Manager is required under Applicable Laws, including without limitation the Income– tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes (“**FATCA Implementation Rules**”), to provide information regarding the Client to any regulatory authority and/or the Portfolio and/or income therefrom, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Client or to any other party as a result of such compliance or in connection with such compliance. The Client will be required to comply with the request of the Portfolio Manager to furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.
- 9.15** The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of the Client but also throughout the life cycle of the Agreement. The Client therefore should immediately intimate to the Portfolio Manager, any change in their status with respect to any FATCA Implementation Rules related information/documentation/declarations provided by them previously.
- 9.16** In case the Client fails to furnish the relevant information/documentation/declarations in accordance with the Applicable Laws, the Portfolio Manager reserves the right to report of such Clients and/or levy of withholding tax on payments made to the Client and/or take any other action/s in accordance with Applicable Laws.

10. CONFLICT OF INTEREST

The Client understands and acknowledges that the Portfolio Manager and/or its affiliates are engaged and in the future, may additionally engage in a broad spectrum of activities in the portfolio management and financial services sectors. There will be instances where the interests of such parties conflict with the interests of the Client under the PMS. Some of the possible conflicts of interest are identified in **Annexure “B”** hereto, which the Client hereby acknowledges and confirms to have carefully studied before entering into this Agreement.

11. CHANGE IN THE QUANTUM OF FUNDS TO BE MANAGED

- 11.1** It is hereby agreed that the minimum amount of funds (corpus) to be managed by portfolio

manager is Rs.50 Lacs. The client is at liberty to withdraw fund from the corpus by giving 7 days' notice and the amount of withdrawal is not less than Rs.10, 000. The balance funds in corpus after such withdrawal should not be less than the minimum amount stipulated by SEBI. The Client may also place additional amount to be managed at any point of time and such additional amount shall be added on the corpus and will be available for Portfolio Management until the end of the contract. The Portfolio manager may demand additional funds/securities to be the client's portfolio by the client in complying with the requirement of maintaining the minimum acceptable portfolio value as required under SEBI regulation. The Client shall be responsible to make good such deficiencies on demand by portfolio manager. In the event the client fails to make such additions to the portfolio within stipulated time, Portfolio manager may take such action as it may deem fit.

12. LIABILITY OF PORTFOLIO MANAGER

12.1 For Discretionary Portfolio Management

- a) The Client confirm that Portfolio Manager has explained the risk associated with investment in the Portfolio scheme and that the client is fully conscious of them. All risk and rewards of investment made by the Portfolio Manager on behalf of Client, as aforesaid shall belong to and be the sole responsibility of the client and the Portfolio Manager shall not be liable in respect of any loss resulting there form.
- b) The Client confirms that the Portfolio Manager will not be responsible for any loss or damage occasioned by, including but not limited to market conditions, force majeure circumstances, delay on the part of companies or other authorities including government authorities, errors of judgement on the part of Unifi, acts of other intermediaries, custodians and other external agencies or other factors beyond the control of the Portfolio Manager.
- c) The Client understands that while every effort will be made by the Portfolio Manager to maximize the value of the investment, the Portfolio Manager does not provide nor guarantee to the Client a minimum return on the investments, made in accordance with this agreement.
- d) The Portfolio Managers "" decision (taken in good faith) in deployment of the Clients"" amount is absolute and final and cannot be called in question or be open to review at any time during the currency of the agreement or any time thereafter except on the ground of malafide, fraud conflict of interest or gross negligence
- e) In the event of the Client being held liable for any loss suffered by the Portfolio Manager pursuant to this Agreement, the liability of the Client shall be limited to the extent of his

investment.

12.2 For Non-Discretionary Portfolio Accounts

- a) The Client confirms that all investment decisions are made solely by the Client based on their own examination and evaluation of the risks involved in the investment and any losses or rewards in relation to investments made by the Portfolio manager on the instructions of and on behalf of the Client shall belong to and be the sole responsibility of the Client and the Portfolio Manager shall not be liable in any manner in respect of any loss resulting from any of the investment made on behalf of the client in the manner aforesaid.
- b) The Client confirms that the Portfolio Manager will not be responsible for any loss or damage occasioned by, including but not limited to market conditions, force majeure circumstances, delays on the part of companies or other authorities including government authorities, acts of other intermediaries, custodians and other external agencies or other factors beyond the control of the Portfolio Manager.
- c) The Client understands that while every effort will be made by the Portfolio Manager to maximize the value of the investment, the Portfolio Manager does not provide nor guarantee to the Client a minimum return on the investments, made in accordance with this agreement.

12.3 For Both Discretionary and Non-Discretionary Portfolio Accounts

- a) It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns, accretions, or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager and the investments of the Funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager pursuant to this Agreement. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and acts done by the Portfolio Manager are done solely at the Clients account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients account and risk and the Portfolio Manager shall not be held responsible

13. PREVENTION OF MONEY LAUNDERING

- 13.1** The Client hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the "Know Your Customer" ('KYC') and "Prevention of Money

Laundrying" ('PML') as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars / notifications thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.

- 13.2** The Client confirms that the amount invested and to be invested under the Portfolio is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Fugitive Economic Offenders Act, 2018, Prevention of Corruption Act, 1988 and/or any other Applicable Law.
- 13.3** The Client hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of Applicable Laws.
- 13.4** The Portfolio Manager also reserves the right to seek information and/or obtain and retain documentation for establishing the identity of the Client, proof of residence, source of funds, etc. to ensure appropriate identification of the Client under its KYC policy or any other client due diligence process and with a view to monitor transactions in order to prevent money laundering. It may re-verify identity and obtain any incomplete or additional information for this purpose, including through the use of third party databases, personal visits, or any other means as may be required for the Portfolio Manager to satisfy itself of the Client's identity/ies, address and other personal information. The Client shall produce reliable, independent source documents such as photographs, certified copies of ration card/passport/driving license/Permanent Account Number card; and/or such other documents or produce such information as may be required by the Portfolio Manager from time to time for verification of the personal details of the Client including, *inter alia*, identity, residential address(es), occupation and financial information.
- 13.5** The KYC requirements shall also be applicable for all joint holders, legal representatives, legal heirs, estates, nominees, authorized signatories of the Client. The KYC documentation requirements shall also be complied with by the person(s) becoming beneficial owner of the account by virtue of operation of law for e.g. transmission cases and nominee/legal heirs on the death or disability of the Client. In case of minor Client, KYC documentation requirements shall be complied by the Client on attaining the "major" status.

14. TERM

- 14.1** The term of the Portfolio shall be a period of 5 (five) years from the Effective Date, which shall be automatically renewed for further consecutive periods of 5 (five) years, unless terminated by the Client or Portfolio Manager in accordance with the provisions of **Clause**

19 hereof ("**Term**"). This Agreement shall commence from the Effective Date.

15. REGISTRATION, TRANSFER AND CUSTODY

- 15.1** The Portfolio Manager shall take adequate steps for registration of the Client's Securities in the name of the Client as per the Applicable Laws.
- 15.2** The Securities purchased / held under this Agreement and requiring transfer / registration in favour of the Client will be transferred/ registered in the name of the Client as per the SEBI Regulations and other Applicable Laws.
- 15.3** Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the Custodian in carrying out its custodial duties or executing any instructions issued by the Portfolio Manager, provided the Portfolio Manager has acted with due care and in the interest of the Client.

16. ACCOUNT AND RETURNS

- 16.1** The Portfolio Manager shall maintain a separate designated back office account for the Client either on its own or through a third-party. The details of the Capital Contributions received, investments and/or divestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, discounts, premium, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.
- 16.2** The Portfolio Manager shall furnish a statement of account to the Client at such interval as may be required under Regulation 31 of the SEBI Regulations (and as and when required by the Client) in accordance with the SEBI Regulations. The Portfolio Manager may make necessary arrangements (on its own or through a service provider) for the viewing of these reports on the Portfolio Manager's website giving restricted access to the Client along with a copy of Disclosure Document. The Client shall have the right to obtain the details of his Portfolio from the Portfolio Manager.
- 16.3** The statement of account shall accurately reflect the affairs of the Client's funds as per **Clause 16.1** hereinabove. It shall include the composition and value of the Portfolio, description of Securities and goods, number of Securities, value of each Security held in the Portfolio, units of goods, value of goods, cash balance, and the aggregate value of the Portfolio as on the date of the report.
- 16.4** The Portfolio Manager represents that the statements / documents / report furnished by the Portfolio Manager to the Client shall present a true and fair picture of the actual transactions.

- 16.5** The Client acknowledges and confirms that the Portfolio Manager has provided to the Client, the Disclosure Document regarding its portfolio management services duly certified by a chartered accountant as specified in SEBI Regulations, prior to the execution of the Agreement hereof.
- 16.6** The Client shall be entitled to inspect the books and accounts containing information regarding Client's Portfolio that are maintained by the Portfolio Manager in respect of portfolio management services under this Agreement, after giving a reasonable advance notice, in writing. The Portfolio Manager upon receiving such notice shall fix time and date for such inspection, which in no case shall be later than 45 (forty five) days from the date of receiving notice from the Client and shall produce the relevant documents for inspection/audit.
- 16.7** Apart from the reports furnished to the Client, the Portfolio Manager shall also furnish to the Client such documents and information relating to the management of the Portfolio, as may be requested by the Client.
- 16.8** The books and accounts of the Portfolio Manager relating to the Client's Portfolio / transactions shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be forwarded by the Portfolio Manager to the Client. The Client may appoint a chartered accountant of its choice at his own cost and expense to audit the books and accounts of the Portfolio Manager, relating to his transactions and the Portfolio Manager shall co-operate with such chartered accountant in course of the audit.

17. RISKS AND LOSSES

- 17.1** Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act of omission or commission or failure to act unless the same arises out of bad faith, gross negligence or fraud on part of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses arising to the Client out of any change or amendment or clarifications to the SEBI Regulations or any other Applicable Laws, which adversely affects the PMS operations in any manner whatsoever.
- 17.2** Subject to applicable taxation laws in force from time to time, the Portfolio Manager/Portfolio Entity/ies may deduct tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning for the Client under this Agreement. If required by the Portfolio Manager, at its sole discretion,

the Client shall have executed a valid, irrevocable power of attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring, *inter alia*, powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications thereof and also for the proper operation of the Client Portfolio thereto.

- 17.3** The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager under good faith under this Agreement and the Portfolio Manager shall fulfill its duties and obligation, at its absolute discretion, without interference from the Client, their attorney(s) or authorised agent(s).
- 17.4** The Portfolio Manager will not be liable for any delay or default by the Portfolio Entity or any other related party in respect of issue, allotment or transfer of the Securities. The Portfolio Manager will also not be liable for any adverse material financial impact on the Client Portfolio upon the happening of any event beyond the control of the Portfolio Manager.
- 17.5** The provisions of this Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, pandemics, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.
- 17.6** The Client clearly understands that investment in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about any minimum returns on the Client Portfolio's funds or even as regards preservation of capital. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in this Agreement and the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.
- 17.7** The Portfolio Manager shall be entitled to the use of derivative instrument such as index futures, stock futures and options contracts, or any other derivative instruments that are permissible under the SEBI Regulations and Applicable Laws. The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Other risks include risk of mispricing or improper valuation and the inability of the derivative to correlate perfectly with underlying assets, rates and indices, illiquidity risk whereby the Portfolio Manager may not be able to sell or purchase derivative quickly enough at a fair price.

17.8 The Client further agrees that additional risks and uncertainties not presently known to the Portfolio Manager, or those risks currently deemed immaterial may also have an adverse impact on the Client in the future. Details of the key risk factors presently known are contained in this **Clause 17**, the Disclosure Document and **Annexure "C"** hereto.

18. LIQUIDITY AND TRANSFER

18.1 The Client agrees that the Portfolio Manager, without assuming any liability or obligation, may at its absolute discretion, permit the Client to transfer the whole but not part of the Portfolio to any other Eligible Investor, subject to such Eligible Investor executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to such transfer including stamp duty etc. shall be borne by the Client.

18.2 In the event a Client is desirous of transferring its Portfolio the Client shall first obtain the prior written consent of the Portfolio Manager and will give to the Portfolio Manager complete details of the proposed transferee. The Client agrees that the Portfolio Manager shall have the right to reject any transfer without assigning any reason whatsoever. The Client shall ensure that the proposed transferee complies with all the requisitions raised by the Portfolio Manager including requisitions raised with respect to "Know Your Client" norms under Applicable Law and as per the Portfolio Manager's requirements.

18.3 The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client.

18.4 Further, in the event the Portfolio Manager consents to any transfer as above, the Portfolio Manager will be entitled to impose such conditions as it deems fit and also determine the manner in which the transfer is to be effected and the documents that have to be executed for this purpose.

19. TERMINATION, PARTIAL WITHDRAWAL & REPAYMENT

19.1 Subject to the terms of this Agreement and the SEBI Regulations, this Agreement may be terminated in the following circumstances:

- (i) By mutual consent of the Parties;
- (ii) By giving a notice of minimum 90 (ninety) days in writing by the Client to the Portfolio Manager;
- (iii) The Portfolio Manager reserves the absolute discretion to independently terminate

this Agreement at any time by giving a written notice of not less than 30 (thirty) days to the Client and cause the Client to close all accounts with the Portfolio Manager. The Portfolio Manager shall also be entitled to immediately terminate the Agreement if the performance thereof is prevented for any cause beyond the reasonable control of the Portfolio Manager, including but not limited to war, flood, earth-quake, act of God, pandemic, any act of government, policy changes which affect capital markets, policy change/technology upgrade/obsolescence of technology or any other cause beyond the control of the Portfolio Manager which could not have been foreseen or avoided by the exercise of due diligence.

(iv) Notwithstanding anything stated in **Clauses 19.1 (ii) and (iii)** above, the Portfolio can be withdrawn or taken back by the Client, before the expiry of this Agreement on account of the following reasons:

- (a) the closure of business of the Portfolio Manager;
- (b) the suspension/termination of certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent authority;
- (c) bankruptcy or liquidation of the Portfolio Manager.

(v) in the event of death, disability, insolvency, dissolution or winding up of the Client during the currency of the Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, the Portfolio Manager may decide to cease operations of the Client's Portfolio, and the Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager in its sole discretion.

Notwithstanding anything stated in **Clause 19.1 (v)** above and subject to Applicable Law, in case of death or disability of the Client who has appointed a nominee, the Agreement may continue in favour of such nominee as mutually agreed between the Portfolio Manager and the nominee, as provided for under **Clause 4.14.2** of the Agreement and subject to Applicable Law.

19.2 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially withdraw funds/Portfolio by giving a minimum 60 (sixty) days advance notice in writing to the Portfolio Manager. In no circumstance, the partial withdrawal shall lead to Client holding less than the minimum investment amount as prescribed under the SEBI Regulations.

19.3 The Client agrees that any termination of the Agreement and/or withdrawal of any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under

Clause 19.1 (iii) or under **Clause 19.1(iv)** above), such termination/withdrawal would be subject to a fee to be charged by the Portfolio Manager as specified in **Annexure “A”** of this Agreement (“**Exit Load**”). It is further clarified that if the Client does not continue to remain an Eligible Investor during the Term of this Agreement, including as contemplated in **Clause 4.14** of the Agreement, then occurrence of such event shall amount to voluntary termination of the Agreement by the Client and subject to payment of Exit Load.

19.4 In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.

19.5 In the event the Client’s account with the Portfolio Manager is held jointly by two or more persons (but not exceeding three), the account shall be transferred to nominee as above only upon the death/ disability/ insolvency of all the joint account holders of that Client account. Provided further that, in case of death/ disability/ insolvency of any one or more of the joint account holders, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders. In all such cases, on the execution of a letter of indemnity/other necessary documents by the first-named of such remaining account holders or the last survivor of such account holders, as the case may be, of the Portfolio and in case of death or disability of all the holders, by the nominee and in the event of death or disability of all the account holders and the nominee by the legal heir of the last surviving account holder, if any, shall result in automatic transfer of all the rights and liabilities of the deceased/insolvent Client in the favour of the first-named holder or last surviving holder or nominee or legal heir respectively. In all such cases, any payment under this Agreement shall be made to the first-named of such remaining account holders of the Portfolio. Payment to the first-named of such remaining account holders as per this Agreement shall discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his/ her / their successors / legal heirs. Notwithstanding anything contained in the Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or disability or insolvency of the Client in accordance with such advice as may be received by the Portfolio Manager and as per Applicable Law.

In case the Application Form specifies the holding of the Portfolio specified as ‘Joint’, any notice for termination of the Agreement or payment of Portfolio on termination or expiry of the Agreement or partial withdrawal during the term of the Agreement would have to be signed by all joint holders in the same order as registered with the Portfolio Manager.

19.6 Repayment: Repayment will be made in the name of first holder only against execution of necessary documents by all the joint holders.

- 19.6.1 The Portfolio Manager may, at its sole discretion, or on a request by the Client (in case of partial withdrawal of funds/Portfolio), choose to effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments (“**Interim Disbursements**”). The Portfolio Manager may at its sole discretion, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Portfolio, from time to time.
- 19.6.2 The Portfolio Manager shall, upon termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client, at its sole discretion, and subject to any permissible deductions as provided under **Clause 19.6.3**, as soon as possible arrange to deposit in the designated bank account, the Net Realized Value (or the Net Realized Value of the partially withdrawn Portfolio, as the case may be), subject to the Client fulfilling all its obligations under the Agreement. The Portfolio Manager will be entitled to withhold from any distributions, amounts necessary to create, in its sole and absolute discretion, appropriate reserves for expenses and liabilities of the Portfolio, any entitlements as well as any required tax withholdings. In the event the Portfolio Manager is unable to dispose of any Securities, the Portfolio Manager shall be entitled to make *in-specie* distribution of Securities (or an *in-specie* distribution of partially withdrawn Portfolio, as the case may be) to the Client and in making such *in-specie* distribution the Portfolio Manager will have the right to determine the manner and the terms and conditions of such *in-specie* distribution.
- 19.6.3 The termination of this Agreement/partial withdrawal of funds/Portfolio shall be subject to below deductions and till clearance/payment of the same, the Portfolio Manager shall have the right of lien on the Portfolio of the Client in respect thereof:
- (a) Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement (or fees accrued with respect to the partial withdrawal of the funds/Portfolio, on such date of withdrawal by the Client, as the case may be) in accordance with **Annexure “A”**;
 - (b) For the setting up of any reserves which the Portfolio Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio of the Client, including any tax demand that may be raised on the Portfolio Manager in respect of the Client Portfolio;
 - (c) Expenses incurred for determining the Fair Market Value of the securities in case of *in-specie* distribution, including, but not limited to, the appointment of an independent auditor;
 - (d) Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.
- 19.6.4 In case of *in-specie* distribution to the Client for the purpose of calculation of the Exit

Load and Performance Fee, all unlisted securities (if any) shall be valued at the Fair Market Value and all listed Securities shall be marked to market.

- 19.6.5 The Client hereby agrees and understands that any early termination of the Agreement/partial withdrawal, prior to its expiry, may result in a devaluation of the Client Portfolio and agrees that the Portfolio Manager shall not be held responsible or liable on account of any losses arising out of such withdrawal/termination.
- 19.6.6 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.
- 19.7** In the event that this Agreement is terminated for any of the reasons stated in the Agreement, the Client shall take or cause to be taken, all necessary steps to close and /or transfer all accounts maintained by the Client with the Portfolio Manager and/or any agents or sub-agents in relation to the services provided under this Agreement, within a period of 30 days from the date of termination.
- 19.8** The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided hereinabove, subject to all the above recoveries, deductions and appropriations, would be validly discharged of all its obligations towards the Client or its nominee(s), as the case may be, in respect of this Agreement.
- 19.9** On termination, the Portfolio Manager shall also give a detailed statement of account to the Client reflecting the affairs of the Client as of the termination date, as per **Clause 16** hereof, and settle the account of Client as specified in this Agreement.
- 19.10** The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party hereto against the other Party hereto.
- 19.11** Notwithstanding any other provisions of this Agreement, to the extent the Portfolio Manager may be required by law to withhold or to make tax payments on behalf of or with respect to any Client, the Portfolio Manager may withhold such amounts and make such tax payments as so required.
- 20. PROTECTION OF ACTS DONE IN GOOD FAITH**
The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Portfolio Manager or any committee of the Portfolio Manager or any of its agents.

21. ACCEPTANCE OF CERTIFICATE

The Portfolio Manager may accept as sufficient evidence of the value of any investment or the cost price or sale price thereof, or of any stock exchange quotation or of any other fact within its competence, a certificate by a stock broker or other professional person approved by the Portfolio Manager for this purpose.

22. PORTFOLIO MANAGER MAY RELY ON ADVICE

Subject to and to the extent permitted under Applicable Laws, the Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, valuers, professionals, agents and the Portfolio Manager shall not be bound to supervise the acts of any such persons nor be bound to verify the advice or information obtained therefrom (subject to Applicable Laws) and the Portfolio Manager shall not be liable for anything *bonafide* done or omitted or suffered in reliance upon such advice or information.

23. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

23.1 In no event shall the Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client under this Agreement, nor shall the Portfolio Manager be bound to make any payment to the Client, except out of funds held by it for the Client and in accordance with the provisions of this Agreement.

23.2 The liabilities of the Client arising out of this Agreement shall be limited to the extent of the Capital Contribution and any gains arising out of the Portfolio Investments made under this Agreement.

24. INDEMNITY TO PORTFOLIO MANAGER

24.1 Notwithstanding anything to the contrary provided under this Agreement and without prejudice to the right of indemnity available to the Portfolio Manager under Applicable Laws, the Portfolio Manager, its directors, shareholders, officers, agents, affiliates, advisors delegates of the Portfolio Manager, Custodians and every person appointed by the Portfolio Manager ("**Indemnified Parties**") shall be entitled to be indemnified by the Client with respect to all liabilities, losses and expenses incurred by it/them in providing the services under this Agreement or any of the powers, authorities and discretions vested in it/them pursuant to this Agreement and against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way in relation to this Agreement, and the Portfolio Manager shall have a lien on and may retain any funds and/or Securities in the hands of the Portfolio Manager, necessary to effect such indemnity.

24.2 The Indemnified Parties shall not be liable to the Client for any mistake, error of judgement

or loss suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Indemnified Parties in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following or arising out of any failure to effect or any delay in effecting any transaction, any loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company or person with whom or in which the moneys of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investments) unless such loss, prejudice or disadvantage arises from gross negligence, bad faith, fraud or willful default in the performance or non-performance by the Indemnified Parties.

24.3 The Client shall indemnify and keep indemnified the Indemnified Parties from and against any charges arising out of payment of stamp duties or any taxes, including income tax, goods and services tax and other direct taxes incurred by or levied on the Indemnified Parties while acting as an agent of the Client. The Portfolio Manager shall have a lien on the Portfolio of the Client, returns thereon and the exclusive right thereof for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including without limitation, fee, charges, taxes etc.) in connection with the management, operation and administration of the Portfolio.

25. ALTERATION

The Portfolio Manager shall not, at its sole discretion, be entitled, at any time, to alter, vary, change or amend all or any of the terms and conditions of this Agreement including fees and charges

contained herein (as may be applicable basis the strategy/ies chosen by the Client) except with the written consent of the Client and thereupon, such altered, varied, changed or amended terms and conditions shall prospectively apply as if the same were expressly incorporated herein. If any policy announcements/regulations/directions are made subsequent to entering into this Agreement, which require retrospective changes in the structure, investment strategy, terms of the Agreement etc., these would be compulsorily carried out by the Parties and the Client would agree to be bound by such requisite changes.

26. ASSIGNMENT

26.1 The Client shall not assign this Agreement or any part thereof to any third party except with the express prior written consent of the Portfolio Manager.

26.2 Subject to Applicable Laws, the Portfolio Manager may assign its rights or obligations hereunder to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby it shall assume the obligations of the Portfolio Manager hereunder and thereafter such assignee/successor may exercise all of the

powers and enjoy all of the rights and be subject to all the duties and obligations of the Portfolio Manager hereunder as fully as though originally named as a party to this Agreement.

27. NOTICE, INSTRUCTIONS AND COMMUNICATIONS

27.1 Notice.

27.1.1 Any notice and other communication given pursuant to this Agreement must be in writing and either (a) delivered personally or by overnight courier, or (b) sent by registered mail; or (c) sent by electronic mail; to the addresses of the Parties as provided.

27.1.2 All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause will (a) if delivered personally or by overnight courier, be deemed given upon delivery; (b) if sent by registered or certified mail, be deemed given when received; and (c) if sent by electronic mail, be deemed given when electronically confirmed. Any Party from time to time may change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be effective until it is actually received by the Party sought to be charged with the contents thereof.

If to the Client:

Name : [●]
Kind Attention : [●]
Address : [●]
Phone Number : [●]
Email Address : [●]

If to the Portfolio Manager:

Name : DWAITH ADVISORY PRIVATE LIMITED
Kind Attention : Mr Harsha Venkatesh
Address : Ground Floor, Brigade MLR Center c/o
Zepco Technologies Private Limited, No. 50,
Vanivilas Road, Basavanagudi,
Bengaluru – 560004
Phone Number : +91 9108992346
Email Address : harsha.venkatesh@gmail.com

27.2 Instructions.

The Portfolio Manager may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Client Portfolio and in writing, unless the Portfolio Manager shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

27.3 Communications.

27.3.1 The Portfolio Manager will send statements, correspondences, reports, etc. pertaining to the account (collectively "**Statements**") via e-mail to the Client, in case the Client has provided an e-mail address to the Portfolio Manager and/or the Distributor or Client's authorized representative. However, if the Client wishes to receive Statement otherwise than by e-mail, he/she may request the Portfolio Manager in writing for the same. In case the Client experiences any difficulty in accessing the electronically delivered Statements, the Client should promptly inform Portfolio Manager to make the delivery through alternative means. Failure to inform the Portfolio Manager of such difficulty within 24 (twenty-four) hours of receiving the e-mail will serve as an affirmation regarding the acceptance by the Client of the Statement and will be a valid discharge of Portfolio Manger's responsibility to deliver Statements under this Agreement.

27.3.2 The Client shall ensure the Portfolio Manager is forthwith intimated about any changes in Client's e-mail address or any other correspondence details.

27.3.3 The Client understands that any communication/Statement sent via the internet, diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of information. The Client acknowledges and accepts that such unsecured transmission method involves the risk of possible unauthorized alteration and/or unauthorized use of communication. The Client agrees to exempt the Portfolio Manager from any and/or all responsibility of any misuse of communication, and to hold the Portfolio Manager harmless for any cost or loss that the Portfolio Manager may incur due to any error, delay or problem in transmission or otherwise caused by internet, diskettes, or any method over public lines as a means of transmission not attributable to any act or omission of the Portfolio Manager.

28. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the parties are not/will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such provision had never

comprised a part hereof;

(c) the remaining provision of this Agreement will remain in full force and effect and will not be affected by the striking down of such provision or by its severance herefrom; and (d) the parties shall with due promptitude and in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante. In any other event if by reason of striking down of such provision, the rights of any Party are materially and adversely affected then in such event the Parties shall, in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante, failing which the provisions relating to the termination of this Agreement would come into force.

29. WAIVER

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such Party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on any other occasion.

30. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions, information, writings, memorandums, brochures, marketing materials, presentations and documents exchanged and agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement is the sole and entire agreement between the Parties hereto with respect to the subject matter hereof.

31. GRIEVANCE REDRESSAL & DISPUTE SETTLEMENT MECHANISM

31.1 This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, RBI, SEBI and/or any other statutory /or competent authority, from time to time.

31.2 **Grievance Redressal** – The personnel/s of the Portfolio Manager as listed out in the Disclosure Document will attend to and address any Client query/ concern/grievance in accordance with the grievance redressal mechanism stated in the Disclosure Document and Applicable Laws. If the Client still remains dissatisfied with the remedies offered or the stand taken by the personnel/s of the Portfolio Manager, the Client and the Portfolio Manager shall abide by the dispute settlement mechanism stated in **Clause 31.3** below. However, Parties shall, at all times, be bound by the provisions of this Agreement during the continuance of grievance redressal process which shall include the effects of acts done in good faith and all risk or losses arising out of normal business practices.

31.3 Dispute Settlement – Without prejudice to **Clause 31.2** above, any dispute arising out of or in relation to this Agreement shall be submitted to arbitration by Parties under the Arbitration and Conciliation Act, 1996. The arbitration shall be before 3 (three) arbitrators, with each Party entitled to appoint an arbitrator and the third arbitrator being the presiding arbitrator appointed by the two arbitrators. Each Party will bear the expenses / costs incurred by it in appointing the arbitrator and for the arbitration proceedings. Further, the cost of appointing the presiding arbitrator will be borne equally by both the parties. Such arbitration proceedings shall be held at Gurgaon and the language of the arbitration shall be English.

31.4 Without prejudice to anything stated above, the Client can also register its grievance/complaint through SCORES (Sebi COmplaints REdress System), post which SEBI may forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same.

32. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of India. The courts of Gurgaon shall have exclusive jurisdiction to adjudicate upon the claims of the parties.

33. CONFIDENTIALITY

31.1. Each Party agrees that any information obtained by such Party (the “**Receiving Party**”) which is, or would reasonably be perceived to be, proprietary to other Party hereto (the “**Designated Party**”) or otherwise confidential, will not be disclosed without the prior written consent of the Designated Party; provided that any information shall not be deemed proprietary or confidential if such information is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of the Receiving Party; (ii) such information was previously known by the Receiving Party at the time of disclosure from a source other than the Designated Party without violation of an obligation of confidentiality; (iii) such information is independently developed by the Receiving Party without the use of any confidential or proprietary information; (iv) such information is required by the Receiving Party to be disclosed in course of its day to day affairs and business; or (v) the Designated Party agrees in writing that such information may be disclosed by the Receiving Party.

31.2. Notwithstanding **Clause 31.1** above (i) the Portfolio Manager may disclose any information pertaining to the Client to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the portfolio management services hereunder; (ii) the Portfolio Manager may disclose name of the Client in the pitch book or any other marketing material; and (iii) each Party may disclose such information as required by Applicable Laws.

34. NO EXCLUSIVITY

The Client understands and agrees that the services provided by the Portfolio Manager hereunder are not exclusive and that the Portfolio Manager shall be entitled to provide similar services to any other Person, without any liability whatsoever to the Client.

35. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership, association of persons, body of individuals, trust, joint venture or any other taxable and/or legal entity inter se between the Parties hereto and any such similar agreement(s) entered into between the Portfolio Manager and other clients.

DECLARATION

I/We hereby confirm and agree that I/we have read and understood the terms and conditions prescribed under **Clauses 2 to 35** of this Agreement.

SCHEDULE I
Details of the
Client

Full Name	First / Sole	Second Holder	Third Holder
PAN	First / Sole	Second Holder	Third Holder
Constitution (Individual/Sole Proprietorship/Partnership Firm/Limited Liability Partnership/Company/Trust/Other registered entity)			
Residence / Registered Office / Principal Office:			
Amount of Capital investment:			

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed at [place] this [date] day of [month] 202_.

CLIENT – Name & Signature	CLIENT’S WITNESS
Name of First Joint holder / Sole Applicant	Name
Signature	Address
Name of Second Joint holder	Signature
Signature	
Names and Signatures of Additional Joint Holders	
.....	
Signed and Delivered for and on behalf of the within named DWAITH ADVISORY PRIVATE LIMITED by the hands of:	Witness
Name	Name
Designation	Address
Signature	Signature

Exhibit A

Letter to increase the Capital Commitment

Date: []

To,

DWAITH ADVISORY PRIVATE LIMITED (“Portfolio Manager”)
Ground Floor, Brigade MLR, c/o Zepco Technologies Pvt Ltd.,
No. 50, Vanivilas Road, Basavanagudi, Bangalore- 560004, Karnataka, India

Subject: Letter to increase the Capital Commitment

Respected Sir/Madam,

I/We have contributed INR [] (Indian Rupees []) to the Portfolio Manager in accordance with the terms of the agreement dated [] (“Agreement”). This letter agreement sets forth the additional Capital Commitment made by me/us to the Portfolio Manager. The Portfolio Manager will manage such amount as per the investment objectives, approaches and restrictions, stated in the Agreement as well as in accordance with the Applicable Laws.

Pursuant to our discussions / correspondences on the captioned matter, I/we agree to make further Capital Commitment of INR [] (Indian Rupees []) to the Portfolio Manager.

Capitalized terms used, but not defined, herein shall have the meaning assigned to them under the Agreement.

Thanking you.

Name of the Client; or
For and on behalf the [Name of the Client]:

Signature
Date: [/ /202 ...]

**Annexure “A”
Fee Schedule**

1. Nature of expenses

(i)	Investment management and advisory fees	Section “Expense Structure”
(ii)	Custodian fee	At actuals (Approximate <50 BPS)
(iii)	Registrar and transfer agent fee	At actuals (Approximate <50 BPS)
(iv)	Brokerage and transaction cost	At actuals (Approximate <50 BPS)

EXPENSE STRUCTURE

Entry Load	Management Fee (p.a.)	Exit Load (If redeemed within 1 year from the date of the agreement)	Activation Charge	Custody And Transaction Charge	STT, Brokerage and Service Tax
Nil	No management fee. Performance fee: 25% above 6% hurdle ¹ upon inception	Redemption: 0% ² on the redemption amount	Actuals ² (one time)	As applicable	As applicable

¹ No management fee is charged, any fees incurred out of pocket will be charged at actuals to the client.

² Activation charges, if any will be charged at actuals.

Profit structure is subject to change on a prospective basis with the written consent of the client.

SHARE OF PROFIT STRUCTURE

Return Generated	Particulars
Initial Return up to 6 % p. a. on the Capital Contribution	0%
Return in excess of 6 % p. a. on the Capital Contribution	25% (over 6% hurdle)

Expense structure is subject to change on a prospective basis with the written consent of the client.

EXPENSE STRUCTURE - ILLUSTRATIONS

The following computation is for illustrative purpose only. These illustrations are provided to enable the Investors to understand the levy of various applicable charges on the investment in the Portfolio on a sample of Rs. 10 Lakhs considering that the frequency of computing all the fees are on annual/ actual basis.

Nature of Fees	Amount in `
Capital Contribution	1000000.00
Less : Entry Load (Actuals: book keeping, account opening, etc)	1000.00
Less : Account Opening Charges	0.00
Less : Management Fees (@ _0_ % p.a.)	0.00
Assets Under Management	999000.00
Add : Profit on Investment say 20% on AUM	199800.00
Gross Value of the Portfolio at the end of the year	1198800.00
Less : Brokerage/ DP/ Transaction /Custody / STT (Note 1)	1000.00
Less : Service tax as applicable on Charges (Note - 2)	500.00
Net value of Portfolio at the year end	1197300.00

Calculation of Share of Profit:	Amount in (Rs.)
Gross Profit	197300
<u>Less</u> : Expenses (all)	1000
Net Profit	196300
<u>Less</u> : 6% return of the Capital Contribution (10,00,000)	60000
Balance available for sharing	<u>136300</u>
Management fee: share of profit (<u>25%</u> of 136300)	34075
Calculation of Return and net value for the next year	
Capital Contribution	1000000.00
Net return for the year	162225.00
% of Return	16.22%
Share of Profit	34075
Carried forward for the next year	1162225.00

Note 1: Adhoc Value taken for understanding purpose only.

Note 2: Service tax will be charged on taxable services. The Adhoc value taken for understanding purpose only.

Performance Fees will be charged on a bi-annual basis.

Declaration of Acceptance

I, _____ agree, accept and confirm the terms and conditions of the Portfolio Management Services Agreement entered into by me on.....(date) including but not limited to the terms of **Annexure "A"** as provided hereinabove as illustration to the fees and charges to be charged under the aforesaid Portfolio Management Services Agreement and **Annexure "C"** containing a summary of the risks my investment may be subject to.

Confirmation of fees in client's own handwriting

"I/ We have read and understood the above **Annexure "A"** on fees and charges structure. I/We am/are in agreement with the same".

By and under the hand of the Client:

(Client's Name & Signature)

Annexure "B"

Conflicts of Interest

The services rendered by the Portfolio Manager will be subject to conflict of interest relating to DWAITH ADVISORY PRIVATE LIMITED as Portfolio Manager and various other affiliates, directors, shareholders, officers and employees of the Portfolio Manager ("**Relevant Parties**"), which are engaged in a broad spectrum of activities in the financial sector.

Some of the possible conflicts of interest and potential conflicts of interest are outlined below:

- a. The Portfolio Manager and/or any of the Relevant Parties may act as an investment manager/advisor to other clients/alternative investment funds/entities under its advisory/management business by identifying, evaluating and recommending investments to its clients. Any conflict arising out of such relationships would be managed by the Portfolio Manager subject to Applicable Laws and SEBI Regulations.
- b. There could be multiple portfolios under the management of DWAITH ADVISORY PRIVATE LIMITED as a Portfolio Manager, thereby presenting possibility of conflict of interest in allocating investment opportunities amongst the various portfolios. The Portfolio Manager will endeavor to resolve any such conflicts in a reasonable manner as it deems fit.
- c. The Portfolio Manager, while managing the funds of Client, may from time to time, effect transactions in securities in which the Portfolio Manager may have a financial or other business interest.
- d. The Relevant Parties providing services to the Client will have, in addition to their responsibilities for the Client, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interests in allocating management time and other resources amongst the Fund and such other projects and clients.
- e. The Portfolio Manager and/or any of the Relevant Parties can act as manager/advisor to any of the Portfolio Entity/ies, charge fee for the services rendered to them, provide broad range of financial services, from time to time and earn fee in addition to the fee charged to the Client under this Agreement. Any conflict arising out of any such relationships would be managed by the Portfolio Manager subject to Applicable Law and SEBI Regulations.

Conflict of interest would be inherent between the activities of the Portfolio Manager, Portfolio Entity/ies and the Relevant Parties. It is intended for such conflicts to be managed primarily

by complying with the Applicable Laws, acting in good faith to develop equitable resolutions of known conflicts and developing policies to reduce the possibilities of such conflict. The Portfolio Manager shall ensure fair treatment to all its clients in case of conflicts of interest.

Annexure "C"

Risk Factors

An investment made through the PMS would involve a significant degree or risk and is suitable only for investors who fully understand and are capable of bearing the risks of such investments. The Client should carefully consider the investment objectives, investment approaches and the investment restrictions as described in this Agreement and Disclosure Document. Accordingly, the Client should carefully consider the following factors, among others, before making a decision to invest through the PMS.

Management and Operational Risk

Reliance on the Portfolio Manager

- The success of the PMS will depend to a large extent upon the ability of the Portfolio Manager to source, select, complete and realize appropriate investments and also reviewing the appropriate investment proposals. The Portfolio Manager shall have considerable latitude in its choice of Portfolio Entities and the structuring of investments. Furthermore, the team members of the Portfolio Manager may change from time to time. The Portfolio Manager relies on one or more key personnel and any change/removal of such key personnel may have material adverse effect on the returns of the Client.
- The investment decisions made by the Portfolio Manager may not always be profitable.
- Investments made by the Portfolio Manager are subject to risks arising from the investment objectives, investment strategy and asset allocation.
- Action taken by the Portfolio Manager may result in attendant risk for the client. An "attendant risk" is a technical term which means a known risk you face by taking some action.

Restriction on transfer: The Client may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the SEBI Regulations.

Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments.

No Guarantee: Investments in Securities are subject to market risks and Portfolio Manager does not in any manner whatsoever assure or guarantee that the objectives will be achieved. Further, the value of the Portfolio may increase or decrease depending upon various market forces and

factors affecting the capital markets such as de-listing of Securities, market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.

India-related Risks

Political, economic and social risks: Political instability or changes in the government could adversely affect economic conditions in India generally and the Portfolio Manager's business in particular. The Portfolio Entity's business may be affected by interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive governments have pursued policies of economic liberalization and financial sector reforms. Nevertheless, the government has traditionally exercised and continues to exercise a significant influence over many aspects of the economy. Moreover, there can be no assurance that such policies will be continued and a change in the government's economic liberalization and deregulation policies in the future could affect business and economic conditions in India and could also adversely affect the Portfolio Manager's financial condition and operations. Future actions of the Indian central government or the respective Indian state governments could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions, prices and yields of the Portfolio Entity/ies.

Inflation and rapid fluctuations in inflation rates have had, and may have, negative effects on the economies and securities markets of the Indian economy. International crude oil prices and interest rates will have an important influence on whether economic growth targets in India will be met. Any sharp increases in interest rates and commodity prices, such as crude oil prices, could reactivate inflationary pressures on the local economy and negatively affect the medium-term economic outlook of India.

Many countries have experienced outbreaks of infectious illnesses in recent decades, including severe acute respiratory syndrome and the COVID-19. The COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from home" and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The ongoing spread of the COVID-19 has, had, and will continue to have a material adverse impact on portfolio entities, local economies and also the global economy, as cross border commercial activity and market sentiment are increasingly impacted by the outbreak and government and other measures seeking to contain its spread. Additionally, the Portfolio Manager's operations could be disrupted if any of its member or any of its key personnel contracts the COVID-19 and/or any other infectious disease. Any of the foregoing events could materially and adversely affect the Portfolio Manager's ability to source, manage and

divest its investments and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

Indian economy and its capital market can be adversely affected by uncertain events such as extreme weather events such as flood, earthquake, etc; pandemics; natural disasters; act of terrorism; act of war; disruption in technology; travel restriction; or a combination of these or other risk factors.

Legal and Tax risks:

Tax risks: Changes in state and central taxes and other levies in India may have an adverse effect on the cost of operating activities of the Portfolio Entities. The government of India, state governments and other local authorities in India impose various taxes, duties and other levies that could affect the performance of the Portfolio Entities. An increase in these taxes, duties or levies, or the imposition of new taxes, duties or levies in the future may have a material adverse effect on the Client Portfolio's profitability. Furthermore, the tax laws in relation to the Client Portfolio are subject to change, and tax liabilities could be incurred by Client as a result of such changes. Under the provisions of Income-tax Act 1961, the arrangement under this Agreement can be construed as an 'Association of Persons' (AOP) in India and can be taxed accordingly.

Bankruptcy of Portfolio Entity: Various laws enacted for the protection of creditors may operate to the detriment of the PMS if it is a creditor of a Portfolio Entity that experience financial difficulty. For example, if a Portfolio Entity becomes insolvent or files for bankruptcy protection, there is a risk that a court may subordinate the Portfolio Investment to other creditors. If the PMS/Client holds equity securities in any Portfolio Entity that becomes insolvent or bankrupt, the risk of subordination of the PMS's/Client's claim increases.

Change in Regulation: Any change in the SEBI Regulation and/or other Applicable Laws or any new direction of SEBI may adversely impact the operation of the PMS.

Risks pertaining to Investments

Investment in Securities/Instruments

- The Client Portfolio may comprise of investment in listed fixed income securities, listed debt securities/products and in case of such securities, the Portfolio Manager's ability to protect the investment or seek returns, liquidity may be limited.
- In case of *in-specie* distribution of the Securities by the Portfolio Manager upon termination or liquidation of the Client Portfolio, the same could consist of such Securities for which there may not be a readily available public market. Further, in such cases the Portfolio Manager may not be able transfer any of the interests, rights or obligations with respect to such Securities except as may be specifically provided in the agreement with Portfolio Entities. If an *in-specie*

distribution is received by the Client from the Portfolio Manager, the Client may have restrictions on disposal of assets so distributed and consequently may not be able to realize full value of these assets.

- The Portfolio Manager will invest in securities listed on the stock exchange. In connection with such listing, the Portfolio Manager may be required to agree not to dispose of its Securities in the Portfolio Entity for such period as may be prescribed under the Applicable Law, or there may be certain investments made by the Portfolio Manager which are subject to a statutory period of non-disposal or there may not be enough market liquidity in the security to effect a sale and hence Portfolio Manager may not be able to dispose of such investments prior to completion of such prescribed regulatory tenures and hence may result in illiquidity.
- The Client Portfolio may be invested in listed securities and as such may be subject to the market risk associated with the vagaries of the capital market.
- The Portfolio Manager may also invest in Portfolio Entity/ies which are investment vehicles like mutual funds/trusts. Such investments may present greater opportunities for growth but also carry a greater risk than is usually associated with investments in listed securities or in the securities of established companies, which often have a historical record of performance.

Risks associated with investments in equity and equity linked securities

- Equity and equity related securities by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors.
- In domestic markets, there may be risks associated with trading volumes, settlement periods and transfer procedures that may restrict liquidity of investments in equity and equity related securities.
- In the event of inordinately low volumes, there may be delays with respect to unwinding the Portfolio and transferring the redemption proceeds.
- The value of the Client Portfolio, may be affected generally by factors affecting securities markets, such as price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the government, taxation laws or policies of any appropriate authority and other political and economic developments and closure of stock exchanges which may have an adverse bearing on individual securities, a specific sector or all sectors including equity and debt markets. Consequently, the Portfolio valuation may fluctuate and can go up or down.
- Client may note that Portfolio Manager's investment decisions may not always be profitable, as actual market movements may be at variance with anticipated trends.

Risks associated with investments in fixed income Securities/products

Some of the common risks associated with investments in fixed income and money market securities are mentioned below. These risks include but are not restricted to:

- **Interest Rate Risk:** As with all debt securities, changes in interest rates affects the valuation of the portfolios, as the prices of securities generally increase as interest rates decline and generally decrease as interest rates rise. Prices of longer-term securities generally fluctuate

more in response to interest rate changes than do shorter-term securities. Interest rate movements in the Indian debt markets can be volatile leading to the possibility of large price movements up or down in debt and money market securities and thereby to possibly large movements in the valuation of portfolios.

- **Liquidity or Marketability Risk:** This refers to the ease at which a security can be sold at or near its true value. The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. Liquidity risk is characteristic of the Indian fixed income market.
- **Credit Risk:** Credit risk or default risk refers to the risk which may arise due to default on the part of the issuer of the fixed income security (i.e. risk that the issuer will be unable to make timely principal and interest payments on the security). Due to this risk, debentures are sold at a yield spread above those offered on treasury securities, which are sovereign obligations and generally considered to be free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the actual changes in the perceived level of credit risk as well as the actual event of default.
- **Reinvestment Risk:** Investments in fixed-income securities may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a lower rate.
- **Rating risks:** Different types of debt securities in which the Client invests, may carry different levels and types of risk. Accordingly, the risk may increase or decrease depending upon its investment pattern, for instance, corporate bonds carry a higher amount of risk than Government securities. Further even among corporate bonds, bonds, which are AA rated, are comparatively riskier than bonds, that are AAA rated.
- **Price volatility risk:** Debt securities may also be subject to price volatility due to factors such as changes in interest rates, the general level of market liquidity, and market perception of the creditworthiness of the issuer, among others (market risk). The market for these Securities may be less liquid than that for other higher-rated or more widely followed Securities.

Investment and Liquidity Risks: Since the Portfolio may include a limited number of investments, poor performance by one or a few of the investments could severely adversely affect the total returns of the PMS.

Identification of Appropriate Investments: The success of the PMS as a whole depends on the identification and availability of suitable investment opportunities and terms. The availability and terms of investment opportunities will be subject to market conditions, prevailing regulatory conditions in India where the Portfolio Manager may invest, and other factors outside the control of the Portfolio Manager. Therefore, there can be no assurance that appropriate investments will be available to, or identified or selected by, the Portfolio Manager.

Ongoing risk profiling risk: The Client would be subject to ongoing risk profiling in accordance with the SEBI Regulation. If in case, it is found that the Client is not suitable for the investments in Securities in accordance with Applicable Laws, the Portfolio Manager may terminate this Agreement with the Client.

Regulatory Risks: The Portfolio Manager will operate as per the Applicable Laws, which provide for stringent investment conditions and compliances. If policy announcements or regulations are made subsequent to this offering, which require retrospective changes in the structure or operations of the Portfolio Manager, these may adversely impact on the Client Portfolio.

Risks associated with investments in derivatives

- Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the Portfolio Manager to identify such opportunities. Identification and execution of such strategies to be persuaded by the Portfolio Manager involve uncertainty and decision of the Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager shall be able to identify or execute such strategies.
- The risks associated with the use of derivatives are different from or possibly greater than, the risk associated with investing directly in securities and other traditional investments.
- As and when the Portfolio Manager on behalf of Clients would trade in the derivatives market there are risk factors and issues concerning the use of derivatives that investors should understand. Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the Portfolio and the ability to forecast price or interest rate movements correctly. There is a possibility that loss may be sustained by the Portfolio as a result of the failure of another party (usually referred as the “counter party”) to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.
- The options buyer’s risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.
- The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears a risk of loss if the value of the underlying asset increases above the exercise price.
- Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.

Annexure “D”

DETAILS IN RELATION TO INVESTMENT IN DERIVATIVES

The Portfolio Manager may invest in derivatives to hedge market risk. The parameters that the Portfolio Manager expects to follow while making transactions in derivatives are given below:

1. *Quantum of exposure to derivatives:* The notional value of derivatives shall not exceed the aggregate funds placed by the client.
2. *Type of derivative instruments:* Index Futures, Index Options, Stock Options & Stock Futures
3. *Objective of using above derivative instruments:* To seek to reduce losses to Client Portfolio in the event of drop in NIFTY50 Index.

The Portfolio Manager shall obtain prior consent from the Client for making any change in the above parameters.

Annexure "E"
Disclosure of Interest

We are interested in the below corporate bodies which may enable us to obtain unpublished price-sensitive information in relation to them:

- (a)
- (b)
- (c)
- (d)
- (e)

I undertake to send you an updated list / changes to this list as and when required and the same shall be applicable immediately after receipt by you.

By and under the hand of the Client:

(Client's Name & Signature)

**Annexure “F” –
Form of
Nomination**

[only for individual(s) applying singly
or jointly]

I/We do hereby nominate the person more particularly described hereunder in respect of my account maintained with you.

Instructions

1. The nomination can be made only by individuals investing / holding the account on their own behalf (singly or jointly) in favour of a single person only. Non-individuals including society, trust, body corporate, partnership firm, karta of hindu undivided family, holder of power of attorney cannot nominate.
2. A minor can be nominated and, in that event, the name and address of the guardian of the minor nominee shall be provided by the account holder.
3. The nominee shall not be a trust, (other than a religious or charitable trust) society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of attorney holder. A non-resident Indian can be a nominee subject to exchange controls in force from time to time.
4. The nomination in respect of the account automatically stands rescinded upon closure of the account.
5. The nominee shall have the right to receive the amount due from the Portfolio Manager or transfer the account in his / her favour and the payment by the Portfolio Manager or the transfer of account shall constitute full and valid discharge to the Portfolio Manager of its liability in respect of said account against the legal heirs.

Annexure "G"

Form of Power of Attorney

On Stamp paper of Rs 500 (to be notarised locally)

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I / WE, _____
individual / limited liability partnership registered under Limited Liability Partnership Act, 2008/
company registered under the Companies Act, [1956/2013] / trust/ partnership firm / HUF
hereinafter referred to as the '**Client**' which expression shall, unless repugnant to the meaning or
context thereof, be deemed to mean and include their respective heirs, executors and
administrators) son / daughter / wife of _____ (not applicable for
corporate, limited liability partnership, partnership, trust, and HUF) represented by _____,
Director / Partner/ Trustee/ Karta (not applicable to individual clients) residing at / having
registered office at _____ **SEND GREETINGS:**

WHEREAS:

- A. By a Portfolio Management Services Agreement dated (hereinafter referred to as "**Agreement**") entered into between the Client of the One part and **DWAITH ADVISORY PRIVATE LIMITED**, a company incorporated under the provisions of Companies Act, 2013 and having its registered office at Ground Floor, Brigade MLR Center c/o Zepco Technologies Private Limited, No. 50, Vanivilas Road, Basavanagudi, Bengaluru – 560004 (hereinafter referred to as the "**Portfolio Manager**") which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns), the Client appointed the Portfolio Manager to manage, invest and operate the assets of the Client including, without limitation, with a power to appoint agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.
- B. I/We hereby confirm the appointment of the Portfolio Manager for the funds and securities of Client owned, acquired or dealt with or to be owned, or dealt with or to be owned in the

name of the Client or Portfolio Manager on behalf of the Client (subject to Applicable Laws) and the Portfolio Manager agrees to act and provide portfolio management services for the funds and securities of the Client in accordance with the powers set out herein:

I/We, the Client, who is/are signatory/signatories to this Power of Attorney do hereby [jointly and severally] nominate, constitute, appoint and authorize the said Portfolio Manager to act through any of the officers, agent or service provider, authorized to act as such by the Portfolio Manager to be the Client's lawful attorney and to do all or any of the following acts, deeds and things in relation to the services provided by the attorney under the Agreement:

1. To take investment/divestment decisions in respect of the Client's funds and portfolio of assets.
2. To appoint nominate or engage any broker and/or agent for effecting purchase, sale and transfer of the Securities.
3. To make necessary application(s) on behalf of the Client, to any securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds or other securities as specified by SEBI from time to time and to represent the Client in all respects before such authority or authorities.
4. To acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring or selling the Securities.
5. To renounce and sign application and/or renunciation forms in respect of the Securities offered on a rights, additional, preferential or other basis and to receive and hold such Securities.
6. To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
7. To represent the Client before any authority, official or agency of the government of India or state government or any bank, company, corporation, stock exchange, SEBI or any other authority in respect of the Securities.
8. To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition.

9. To attend, vote, represent or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held pursuant to these presents.
10. To open and to operate Depository Accounts to keep the Securities acquired to these presents.
11. To open and to operate bank accounts in the name of the Client to these presents. These accounts will be solely operated by the Portfolio Manager and/or the Custodian / service provider to the exclusion of the Client and the Client hereby confirms, ratifies that it shall not exercise any right in relation to operation of the accounts till the revocation of this Power of Attorney.
12. To collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; and to take all necessary actions including signing of all necessary applications and other documents.

To deposit the monies with the bank and to deposit all interest, dividends or profits in an account, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities, making payments to broker / issuers for the same and also for the service charge for all / any type of services to be provided by the bank / any other person authorized by the bank / Client / Portfolio Manager to the Client in relation thereto / hereunder and for that purpose to open a current account or such other account with the bank.

13. To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof, dividends, redemption, interest, bonuses or any other sum(s) and/or income accruing from the Securities and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the Client.
14. In all matters relating to the Securities to commence or defend, carry on, prosecute or compromise any action, suit, petition, arbitration or other legal proceeding for recovering payment, transfer or delivery thereof, and for that purpose to sign, verify, declare or affirm all complaints, petitions, written statements, affidavits and applications and to engage solicitors and advocates and to settle and pay their fees.
15. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts

requisite for effecting the same.

16. And generally, to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient.
17. To make such declarations, as may be required under Applicable Laws, being in force from time to time.
18. To appoint any other agent or subagent and to delegate all or any of the powers given herein to such a person, subject to Applicable Laws.
19. To appoint, remove or substitute any custodians, agents, representative, banks, service provider or other person ("**Service Providers**") as the Portfolio Manager may deem fit, from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such Service Providers the authorities / power to perform any of the functions to be performed by the Portfolio Manager, to receive communication from such Service Providers and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

This Power of Attorney will be in full force and effect till it is specifically revoked by the Client and the Client hereby ratifies and confirms and covenants for itself its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

And I/We, hereby confirm, that pursuant to the Agreement, I/We have empowered the Portfolio Manager to *inter-alia* instruct the Service Providers from time to time in respect of the exercise of powers under this Power of Attorney and under the Agreement. And I/We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me / us and our heirs, executors, administrators, successors and assigns as though such actions had been carried out by us directly.

And I/We do hereby confirm that all the powers hereby conferred may be exercised by any officers or managers of the said attorney who are duly authorised by the partners of the said attorney by name and / or designation from time to time and acting for and in the name of the Portfolio Manager.

And I/We further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, shareholders, employees, agents and any other delegates

from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions done on Client's behalf.

IN WITNESS WHEREOF the Client has caused this Power of Attorney to be executed at on the day of.....202.....

NAME:

1.

2.

3.

SIGNATURE:

X.....

X.....

X.....

In the presence of Client's Witness Name and Address:

.....
.....
.....

X

(*In case of Company/Limited Liability Partnership: Duly authorised in that behalf in terms of the board resolution/partner's resolution passed by the board of directors/partners of

.....on.....who have in token thereof affixed their respective signatures hereto above).

Notary

Annexure “H”
Investment Approach

Concentrated Growth Portfolio: Actively managed portfolio of listed equities

Investment Objective - To generate sustainable returns over medium to long term by making investments which primarily comprise of equity securities.

Description of Securities - Client monies would primarily be invested in equity shares and equity linked instruments issued by companies which are listed in India. Some part of client monies might be invested in units of money market and liquid funds and some part might be retained as bank balance in bank account.

Basis of Selection of type of security - The investment approach is based on generating returns by investing in participating instruments of companies which have a proven track record of steady growth in revenues **alongside** the ability to consistently deliver a return on capital employed in excess of the cost of capital. Hence, under this investment approach, investments are primarily made in equity shares and equity linked instruments issued by companies listed in India. To keep some part of client monies in liquid form, such monies are either invested in units of money market funds or liquid fund or they are retained in the bank account in form of bank balance.

Allocation of portfolio across types of securities

Type of security	Allocation in portfolio
Equity and equity linked instruments	Typically, 80% or more (can vary depending on opportunity)
Money market funds / Liquid funds / Bank balance	Typically, 20% or less

Appropriate Benchmark to compare performance – BSE 500 TRI Index

Strategy- Equity

Basis for choice of benchmark - Most of the portfolio companies fall in small, mid and large-cap category based on market capitalization. Further, the portfolio managers reinvest the dividends received unless the client provides instruction for pay-out of dividend. Hence, Sensex Index has been selected as the benchmark for comparing performance.

Minimum investment - The minimum value of Funds/investments which will be **accepted** towards initial corpus would be decided by the Portfolio Manager from time to time and the minimum sum will not be less than any amount as may be stipulated by the Regulations from time to time. The uninvested amounts forming part of the Client's Assets may be at the discretion of the Portfolio Manager held in cash or deployed in liquid fund schemes, exchange traded index funds, debt oriented schemes of mutual funds, gilt schemes, bank deposits and other short term avenues for investment.

Indicative tenure or investment horizon - 3 years – 20 years

Minimum tenure – 1 year under this investment approach. Redemptions will be **allowed** at the starting of the year in month of January until January 31st of every year.

Lock-in period – DPMS Investments managed under this Investment **Approach** shall have a lock-in until the month of January every year.

Exit loads - There shall be no levy of exit load on withdrawal of monies being **managed** under this approach.

Redemptions / Partial withdrawals - Partial withdrawal shall be **allowed** only to such extent that portfolio value after recovery of fees, charges and payment of withdrawal amount is not less than the minimum investment specified in Clause 7 of this schedule.

Use of derivatives - The Portfolio Manager might transact in derivatives in case it **deems** it necessary to protect the value of client's portfolios in periods of market instability.

Risks associated with the investment approach – Please refer the clause 6 of Risk factor under the Disclosure Document