

PORTFOLIO MANAGEMENT SERVICES
ACCOUNT OPENING FORM CUM AGREEMENT
OF
PRP EDGE WEALTH ADVISORS PVT LTD.
(SEBI Registration No. INP000007960)

(As per the requirement of Regulation of SEBI (Portfolio Managers) Regulations, 2020)

- (i)** The Document has been prepared in accordance with the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020, as amended from time to time and filed with SEBI.
- (ii)** The Document has been filed with the Board (SEBI) along with the certificate in the prescribed format in terms of regulation of SEBI (Portfolio Managers) Regulation 2020.
- (iii)** The purpose of the Document is to get information about the client and register themselves for Portfolio Management Services (PMS) in a manner to assist and enable the investors in making an informed decision for engaging a Portfolio Manager.
- (iv)** The document required the necessary information about the client, provide the details about portfolio construction required by an investor before investing, and the investor may also be advised to retain the document for future reference.
- (v)** This account opening form cum agreement is dated 14-04-2023.

Details of the Portfolio Manager

Name of Portfolio Manager	:	PRP Edge Wealth Advisors Pvt Ltd.
SEBI Registration Number	:	INP000007960 (Dated: 27-Mar-20223)
Registered Office Address	:	507, 5th Floor, Eros City Square, Rosewood City, Sector - 49-50, Gurugram - 122018, Haryana
Phone No(s)	:	0124-4249000
E-mail address	:	pmsops@alphaamoney.com
Website	:	www.alphaamoney.com

Details of the Principal Officer

Name of Principal Officer	:	Rahul Jagetiya
Corporate Office Address	:	1010, 10th Floor, Meadows, Sahar Plaza, Andheri (E), Mumbai - 400059, Maharashtra
Phone No(s)	:	022-40130300
E-mail address	:	rahul.jagetiya@alphaamoney.com

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▪ **CHECK LIST FOR ACCOUNT OPENING**

This checklist is for a Portfolio Management Services (PMS) account opening. Wherever a Depository Account is required to be opened, the documentation/requirements as per the depository participant's checklist would also be applicable. Cheque should be drawn in favor of "PRP Edge Wealth Advisors Pvt Ltd."

All copies of the required documents should be Certified true copies;

A. Individual Clients

- Recent Photographs (signed across)
- Pan Proof (Photo pan card only)
- Bank Account Proof
- Depository Account Proof (if Depository Account details are given in application form or in case of securities transfer)
- Address Proof
- Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount

B. HUF

- Pan Proof (PAN card of HUF and Photo PAN card of Karta of the HUF)
- List of co-parceners/ Deed of declaration of HUF.
- Bank pass-book/bank statement in the name of HUF.
- Depository Account Proof (if Depository Account details are given in application form or in case of securities transfer)
- Address proof of the HUF.
- Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
- Photograph, POI, POA of Karta of the HUF.

C. Corporate

- Pan Proof (Pan Card AS of the company)
- Bank Account proof of the company
- Depository Account Proof (if Depository Account details are given in application form or in case of securities transfer)
- Address proof
- Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
- Memorandum and Articles of Association and Certificate of incorporation.
- Board Resolution for investment in securities
- List of authorized signatories with specimen signatures.
- Balance sheet copy for the last 2 financial years (to be submitted every year)
- Latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the company secretary/Whole time director/MD (to be submitted every year).
- Photograph, POI, POA, PAN and DIN numbers of whole-time directors/two directors in charge of day-to-day operations.
- Photograph, POI, POA, PAN of individual promoters holding control - either directly or indirectly.

D. Trusts/ Registered Society

- Pan Proof (Pan Card only)
- Bank Account proof
- Depository Account Proof (if Depository Account details are given in application form or in case

- of securities transfer)
- Address proof
- Photocopy of cheque(s)/demand draft/TIFDs for the application amount
- Certificate of Registration (for registered trust only)/Certificate of Registration under Societies Registration Acts.
- Trust deed copy
- Resolution for investment in securities and appointment of PMS for discretionary fund management
- List of trustees certified by managing trustees/CA or Managing Committee members.
- Balance sheets for the last 2 financial years (to be submitted every year)
- Photograph, POI, POA, PAN of Trustees.
- Committee resolution for persons authorized to act as authorized signatories with specimen signatures.
- A true copy of Society Rules and Bye-Laws certified by the Chairman/Secretary.

E. Partnership Firm

- PAN Card Copy of the Partnership Firm
- Bank Account proof of the Partnership Firm
- Depository Account proof of the Partners (if Depository Account details are given in application form or case of securities transfer)
- Address Proof of the Partnership Firm
- Photocopy of cheque(s) / demand draft(s) / TIFDs for the application amount
- Partnership Deed
- Certificate of registration (for registered partnership firms only)
- Balance sheet for the last 2 financial years (to be submitted every year)
- List of authorized signatories with specimen signatures.
- Photograph, POI, POA, PAN of Partners.

F. Unincorporated Association or a Body of Individuals

- Certified true copies of the following
- Pan Proof (Pan Card only)
- Bank Account proof
- Depository Account Proof (if Depository Account details are given in application form or case of securities transfer)
- Address proof
- Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
- Proof of Existence/ Constitution document.
- Resolution of the managing body & Power of Attorney granted to transact business on its behalf.
- List of Authorized signatories with specimen signatures.

G. Bank/ Institutional Investors

- Certified true copies of the following
- Pan Proof (Pan Card only)
- Bank Account proof
- Depository Account Proof (if Depository Account details are given in application form or case of securities transfer)
- Address proof
- Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
- Constitution or registration copy.

- Annual report or balance sheet for the last 2 financial years
- Authorized signatories list with specimen signatures.

H. **Foreign Institutional Investors**

- Certified true copies of the following
 - Pan Proof (Pan Card only)
 - Bank Account proof
 - Depository Account Proof (if Depository Account details are given in application form or in case of securities transfer)
 - Address proof
 - Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
 - SEBI registration certificate.
 - List of Authorized signatories with specimen signatures.

I. **Army/Government Bodies**

- Certified true copies of the following
 - Pan Proof (Pan Card only)
 - Bank Account proof
 - Depository Account Proof (if Depository Account details are given in application form or in case of securities transfer)
 - Address proof
 - Photocopy of cheque (s)/ demand draft/ TIFDs for the application amount
 - Self-certification on letterhead.
 - List of Authorized signatories with specimen signatures

DOCUMENTS EVIDENCING PROOF:

- Photo PAN Card Copy

Identification Proof (Any one of the below)

- Unique Identification Number (UID)/Aadhaar Card
- Voter's Identity card
- Driving License
- Passport
- Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their members; and Credit cards/Debit cards issued by Banks.

Address (Permanent and Correspondence) (Any one of the below)

- Electricity bill (Not more than 2 months old)
- Telephone bill (only Landline) (Not more than 2 months old)
- Gas bill (Not more than 2 months old)
- Ration card
- Passport
- Registered Lease or Sale Agreement of Residence
- Driving License
- Flat Maintenance bill
- Insurance Copy
- Voter's ID card

- Proof of address issued by Bank Managers of Scheduled Commercial Banks Scheduled Co-Operative Bank / Multinational Foreign Banks / Gazette Officer / Notary public / Elected representatives to the Legislative Assembly/Parliament/Documents issued by any Govt. or Statutory Authority.
- Identity card/document with address, issued by any of the following: Central/State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their members.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.

Note: Proof of Address in the name of Spouse can also be submitted

Bank Account (Any one of the below)

- Bank statement/Passbook (Not more than 3 months old)
- Letter issued by the Bank giving the account details.

Corpus Inflow (Any one of the below)

- Photocopy of the cheque(s) for application amount
- Bank Statement / Letter from the banker confirming direct transfer/RTGS/Demand Draft/Banker's Cheque (Please also attach a copy of Demand Draft /Banker's Cheque)
- Photocopy of the acknowledged securities transfer instructions (TIFDs)

All alterations should be countersigned by all the applicant(s)
Remarks. If Any _____
Checked by: Name _____ Signature _____

▪ **Important Points:**

- i. Self-attested copy of PAN card is mandatory for all clients, including Karta.
- ii. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
- iii. If any proof of identity or address is in a foreign language, then translation into English is required.
- iv. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
- v. If correspondence & permanent address are different, then proofs for both have to be submitted.
- vi. Sole proprietor must make the application in his individual name & capacity.
- vii. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
- viii. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
- ix. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth

Certificate must be provided.

- x. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/ military officers, senior executives of state-owned corporations, important political party officials, etc.
- xi. Nomination though not compulsory is advisable. In case of Nomination please refer to the relevant page for details of the nominee. Also required is to submit Nominee's PAN card copy affix a Photo and Sign across.

▪ **Exemptions/clarifications to PAN**

*(*Sufficient documentary evidence in support of such claims to be collected.)*

- i. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g., Official liquidator, Court receiver etc.
- ii. Investors residing in the state of Sikkim.
- iii. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
- iv. SIP of Mutual Funds up to Rs 50,000/- p.a.
- v. In case of institutional clients, namely, FIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 2013, Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary

▪ **List of people authorized to attest the documents:**

- i. Documents will be Original Seen & Verified (OSV) by HDFC Bank.
- ii. Notary Public, Gazette Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
- iii. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy / Consulate General in the country where the client resides are permitted to attest the documents.

INSERT CERSAI CKYC FORM HERE

ADDITIONAL INFORMATION FOR PMS ACCOUNT**A. FINANCIAL DETAILS:**

PARTICULARS
Gross Annual Income Details (please tick the income range whichever is applicable) Income Range per annum: Below Rs 1 Lac / 1-5 Lac / 5-10 Lac / 10-25 Lac / >25 Lacs
Net worth with date: (Should not be older than 1 year)
Occupation (please tick anyone and give brief details) Private Sector/ Public Sector/ Government Services/ Business/ Professional/ Agriculturist/ Retired/ Housewife/ Student/ Others
Please tick, if applicable: (PEP)/(RPEP)
Any other information:

*PEP: - Politically Exposed Person

RPEP: - Relative of Politically Exposed Person

B. PMS BANK ACCOUNT DETAILS:

Bank Name	Branch Address	Bank Account No.	Account Type:	MICR Number	IFSC code
			<input type="checkbox"/> Saving <input type="checkbox"/> Current <input type="checkbox"/> Others <input type="checkbox"/> NRI/NRE/NRO		

P. No.: In case of NRI's, Bank Account should be Repatriable Bank Account for NRE or Non Repatriable Bank Account for NRO.


C. PMS DEPOSITORY ACCOUNT DETAILS:

Depository Participant Name	Depository Name	Beneficiary Name	DP ID	Client ID
	<input type="checkbox"/> NSDL <input type="checkbox"/> CDSL			

D. ADDITIONAL DETAILS

Mailing Address:	<input type="checkbox"/> Correspondence	<input type="checkbox"/> Permanent	<input type="checkbox"/> As per Authority Letter
Mode of Holding:	<input type="checkbox"/> Single	<input type="checkbox"/> Joint	<input type="checkbox"/> Either or Survivor
Risk Tolerance:	<input type="checkbox"/> Low	<input type="checkbox"/> Medium	<input type="checkbox"/> High
Source of Money Being Invested	<input type="checkbox"/> Savings <input type="checkbox"/> Gift	<input type="checkbox"/> Business <input type="checkbox"/> Inheritance	<input type="checkbox"/> Other (please specify)
Investments Experience:	<input type="checkbox"/> <3 Years	<input type="checkbox"/> 3-5 Years	<input type="checkbox"/> >5 Years
Investment Objective:	<input type="checkbox"/> Capital Appreciation	<input type="checkbox"/> Regular Income	<input type="checkbox"/> Both
Investment Type:	<input type="checkbox"/> Equity <input type="checkbox"/> Mutual Funds	<input type="checkbox"/> Balanced <input type="checkbox"/> Debt	<input type="checkbox"/> Other (please specify)
Time Horizon of Investments:	<input type="checkbox"/> <2 Years	<input type="checkbox"/> 2-3 Years	<input type="checkbox"/> >3 Years
Provisions for Systematic Withdrawal	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually

E. NOMINATION DETAILS

<input type="checkbox"/> I/We wish to nominate <input type="checkbox"/> I/We do not wish to nominate		NOMINEE PHOTOGRAPH Please affix your recent passport size photograph and sign
Name of the Nominee:		
Relationship with the Nominee:		
PAN of Nominee:		
Date of Birth of Nominee:		
Address and phone no.		
If Nominee is a minor, details of guardian:		
Name of Guardian:		
Address and phone no. of Guardian:		
Guardian Signature:		

F. INVESTMENT DETAILS:

Amount Rs.:	
Cheque / DD / RTGS No.:	
Investment Date:	
Account No.:	
Account Type:	
Bank Name & Branch:	
AND/OR	
Securities as detailed in Schedule "A" having market value*	Rs. _____
As on Date:	

*Refer to Schedule "A" on page no.24

G. TYPE OF PORTFOLIO PLAN:

Sr. No.	NAME OF PORTFOLIO PLAN	INITIAL INVESTMENT AMOUNT
1.		
2.		
3.		

F. DECLARATION:

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- I/We hereby declare that the details furnished above are true and correct to the best of my/our

knowledge and belief and I/We undertake to inform you of any changes therein immediately. In case any of the above information is found to be false or untrue or misleading or misrepresent I/We am/are aware that I/We held liable for it.

2. I/We undertake to provide all the disclosures as required under SEBI (Prohibition of Insider Trading) Regulations, 2015, Prevention of Money-Laundering Act, 2002 as amended from time to time or any other Act/Regulations.
3. I/We hereby declare that the amount given/to be given by me/us to the Portfolio Manager for investing on my/our behalf is derived through legitimate sources and is not held or designed for the purpose of contraventions of any act, rules, regulations or any status or legislation including Prevention of Money – Laundering Act, 2002 or any other applicable laws or any notifications, directions issued by any Government statutory authority from time to time.
4. I/We hereby request you to treat the proceeds of the Demand Draft/Banker’s Cheque/Third Party Cheque or funds/securities transfer, if any, as proceed from my/our behalf. I/We agree to indemnify PRP Edge Wealth Advisors Private Limited PMS in the event of any claim/loss by PRP Edge Wealth Advisors Private Limited due to this.

Declaration from NRI Client (in case applicable):

I/We confirm that I am/We are Non-Resident Indian Nationality/Origin and I/We hereby confirm that the funds or subscription have been remitted from abroad through normal banking channels or from funds in my/our Non-Resident External/Ordinary Account/FCNR Account.

Place: _____



Date: _____

Signature of Clients/ (all) Authorized Signatory (ies)

FOR OFFICE USE ONLY

Introducer/Distributor Details:

Mr./ Ms./ M/s.		Signature & Seal	
Address:			

PORTFOLIO MANAGEMENT SERVICES
AGREEMENT

BETWEEN

PRP EDGE WEALTH ADVISORS PVT LTD.

AND

Client's Name

DISCRETIONARY / NON-DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

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This Discretionary / Non-Discretionary Portfolio Management Agreement (hereinafter referred to as "the Agreement") is made at _____ on _____ this day of _____, 20____ by and between **PRP Edge Wealth Advisors Pvt Ltd. (PRP)**, a Private Limited Company incorporated under the Companies Act, 1956 and having its **registered office at 507, 5th Floor, Eros City Square, Rosewood City, Sector - 49-50, Gurugram - 122018, Haryana, India** and **principal place of business at 507, 5th Floor, Eros City Square, Rosewood City, Sector - 49-50, Gurugram - 122018, Haryana, India** (hereinafter referred to as "the Portfolio Manager" or "the Company" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) of the ONE PART;

AND

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First Shareholder Mr. / Mrs. / M/s. _____
 having Residence / Reg. Office at _____

AND

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Second Shareholder Mr. / Mrs. / M/s. _____
 having Residence / Reg. Office at _____

AND

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Third Shareholder Mr. / Mrs. / M/s. _____
 having Residence / Reg. Office at _____

(hereinafter referred to as the "Client" which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, where the Client is an individual or non-individual, his/her heirs, executors and administrators, where the Client is the Karta of a Hindu Undivided Family and the investment is for the purposes of the Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns,) of the OTHER PART.

The Portfolio Manager and the Client shall hereinafter collectively be referred to as "Parties" and individually as "Party".

WHEREAS

- a. The Portfolio Manager is registered with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services (as defined later) vide Registration No. **INP000007960**.
- b. The Portfolio Manager is engaged in providing portfolio management services to its clients on a Discretionary / Non-Discretionary basis.
- c. The Client is desirous of availing the Discretionary / Non-Discretionary portfolio management service and has appointed the Portfolio Manager as his agent for managing the investment of his/her/its funds on a Discretionary / Non-Discretionary basis.
- d. The Portfolio Manager and the Client hereby record their mutual understanding and their common intention in the manner hereinafter provided.

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1) NOW THEREOF THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

a) DEFINITIONS

In addition to the terms defined in the introduction to, recitals of, title Clause of and the body of this Agreement whenever used in this Agreement, unless repugnant other meaning or context thereof, the terms used in this Agreement shall have the following meaning:

“Account” or “Assets of the Account” shall mean the Securities and other investments and funds entrusted by the Client to the Portfolio Manager, more particularly described in Schedule A;

“Assets” means (i) the Portfolio and/or (ii) the Funds and includes all accruals, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest, including dividend, interest, rights, bonus as well as residual cash balances, if any (represented both by quantity and in monetary value), in relation to or arising out of Assets.

“Bank Account” means one or more accounts opened, maintained and operated by the Portfolio Manager with any of the Scheduled Commercial Banks in the name of the Client or a pool account in the name of Portfolio Manager to keep the Funds of all clients.

“Custodian” shall mean custodian of securities, duly holding a certificate of registration under the SEBI (Custodian of Securities) Regulations, 1996 as amended from time to time.

“Depository Account” means one or more account or accounts opened, maintained and operated by the Portfolio Manager in the name of the Client, with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 1996.

“Disclosure Document” shall mean the Disclosure Document issued by the Portfolio Manager and as specified in Regulations 14 (2) (b) of the Regulations and Schedule V of the Regulations and made available to the Client in accordance with the Regulations;

“Discretionary / Non-Discretionary Portfolio Management Services” means the portfolio management services rendered to the Client, by the Portfolio Manager on the terms and conditions contained in this Agreement, where under the Portfolio Manager exercises any degree of discretion in investments or management of assets of the Client;

“Effective Date” means the date on which the Portfolio Management account of the client is activated in the books of Portfolio Manager i.e., the day on which the minimum corpus is recognized by the Portfolio Manager.

“Funds” the monies placed by the Client with the Portfolio Manager and any accretions thereto.

“High Water Mark” means the value of the highest Closing NAV achieved by the Portfolio in any year during the subsistence of this Agreement (adjusted for any additional funds/withdrawals by the Client in that year) and net of Portfolio Management Fees, for that year.

“Intermediaries” means custodians, banker to an issue, trustee, registrar to an issue, merchant banker, depositories, depository participants, transfer and pricing agents, accountants, investee companies, investment advisors, consultants, attorneys, printers, underwriters, brokers and dealers, insurers and any other persons in any capacity. **“Minimum Participation Amount”** means the minimum investment amount by the client prescribed under SEBI (Portfolio Managers) Regulations, 2020.

“Net Realisable Value” means the value of the Assets and shall be aggregate of (a) the amount of cash in the Bank account and (b) the value of the client securities at the end of any day, net of the liabilities accrued in the Portfolio.

“NRI” means a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999.

“Portfolio” means the Securities and/or fund managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any Securities mentioned in the Application, any further Securities placed by the Client with the Portfolio Manager for being managed pursuant to the Agreement, Securities acquired by the Portfolio Manager through investment of Funds and bonus and rights shares in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager.

“Portfolio Manager” means **“PRP Edge Wealth Advisors Private Limited”**, who have obtained the certificate of registration from SEBI to act as a Portfolio Manager under Securities and Exchange Board of India (Portfolio Managers) Rules and Regulations, 2020 vide Registration No. **INP000007960**.

“PMS Agreement” includes a contract entered between the Portfolio Manager and the client for the management of funds or securities of the client.

“RBI” means the Reserve Bank of India established under the Reserve Bank of India Act, 1934.

“Regulations” shall mean Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended from time to time;

“SEBI” means the Securities and Exchange Board of India established under subsection (1) of Section 3 of the Securities and Exchange Board of India Act, 1992 as amended from time to time.

“Securities” shall mean and include “Securities” as defined under the Securities Contracts (Regulation) Act, 1956; Shares, scripts, stocks, bonds, warrants, convertible and non-convertible debentures, fixed return investments, equity linked instruments, negotiable instruments, deposits, money market instruments, commercial paper, certificates of deposit, units issued by the Unit Trust of India and/or by any mutual funds, exchange traded funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency commitments, hedges, swaps or netting off and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialized form in respect of any of the foregoing or evidencing or representing rights or interest therein; and any other instruments or investments (including borrowing or lending of securities) as may be permitted by applicable law from time to time.

“Securities Lending Scheme” means the securities lending as per the Securities Lending Scheme, 1997 specified by the Board.

“Services” shall mean the Discretionary / Non-Discretionary Portfolio Management Services, administrative and other allied services provided by the Portfolio Manager as per clause 4 of this agreement;

“Sub-delegates” means the Portfolio Manager, its directors, officers, employees, representatives or any Custodian or Affiliates or another person specifically authorized by Portfolio Manager to any act, deed, matter or thing pursuant to or in furtherance of this Agreement.

b) INTERPRETATIONS

In this Agreement, unless the context or meaning thereof otherwise requires:

- A. The singular includes the plural and vice versa where the context so require;
- 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;
- D. "Person" OR 'Client' includes any Individual or Non-Individual
- E. References to "Party" mean a party to this Agreement and references to "Parties" shall be construed accordingly, and the terms and expressions not herein defined shall be interpreted according to their general meaning and usage. The definitions are not exhaustive. The terms and expressions not herein defined shall be interpreted according to their general meaning and usage. The definitions are not exhaustive. They have been

included only for the purpose of clarity and shall, in addition, be interpreted according to their general meaning and usage and shall also carry meanings assigned to them in regulations governing portfolio management services.

- F. Disclosure Document shall mean the relevant Disclosure Document filed by the Portfolio Manager with SEBI and as may be amended by the Portfolio Manager from time to time pursuant to the Portfolio Manager Regulations.
- G. Reference to any law, rules or regulations shall include such law, rules and regulations as enacted, amended, supplemented, or re-enacted from time to time.

2) APPOINTMENT OF THE PORTFOLIO MANAGER

The Client hereby appoints the Portfolio Manager and the Portfolio Manager hereby accepts such appointment to provide Discretionary / Non-Discretionary Portfolio Management and administrative services for the funds/securities put in by the Client in accordance with the terms and conditions and provisions of this Agreement. The Portfolio Manager in this context shall advise, manage, invest, re-invest, disinvest and perform various other related services at the entire discretion of the Portfolio Manager, for the fees herein provided and as agreed in Schedule B of this agreement.

3) PARTICIPATION

- a) The Client shall ensure that he is eligible to enter into this Agreement and that the execution of the Agreement does not, in any way, conflict with any applicable Laws, including but not limited to the Prevention of Money Laundering Act, 2002 and Foreign Exchange Management Act' 1999 or with any obligations (the Client has agreed to avail of the Service offered by the Portfolio Manager shall deem to have satisfied himself with regard to eligibility in this respect). The Client also agrees that upon any consequences of any disability being subsequently discovered during the Term, leading to premature termination of this Agreement, the client shall indemnify the Portfolio Manager against any and all claims or losses suffered by the Portfolio Manager on account of such premature termination. The client may cause his/her Authorised Person to represent the client under this agreement. The decisions and directions of the Authorised Person given to the Portfolio Manager and consequent actions and results thereof shall be binding on the client.
- b) In the event of a change in the identity by change of name and/or residential status of the Client during the currency of this Agreement, it shall be the duty of the Client to keep the Portfolio Manager duly informed (in writing) of such changes with documentary evidence and to duly provide such information to the Portfolio Manager as the Portfolio Manager may request in this regard. The Portfolio Manager shall seek advice or appropriate directions where required, from the competent authority under applicable laws, with regard to the continuation of this Agreement and other agreements with the Client, if any, affected by such change/changes. The Portfolio Manager shall act as per law and the continuance of this Agreement or otherwise will be at the sole discretion of the Portfolio Manager only.
- c) The Client hereby represents, warrants and assures the Portfolio Manager and agrees and undertakes to the Portfolio Manager that:
 - (i) She/he is duly authorized, eligible and competent to enter into this Agreement and appoint the Portfolio Manager to manage the Assets of the Account, and a notice of such appointment shall be given to the Custodian. The Client shall at all times be in compliance with all relevant laws, rules, and regulations as may apply to his/her Portfolio, or dealing therein.
 - ii) The Account, handed over by him to the Portfolio Manager upon execution hereof, absolutely belongs to him and there is no encumbrance on the same, of whatsoever nature, and that he shall not create any encumbrance on the Asset whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the currency of this Agreement without prior written approval of the Portfolio Manager.
 - iii) Except the companies/bodies corporate stated in Schedule "C" to this Agreement, the Client is not privy to or does not have access, directly or indirectly, to price sensitive information of any other company/body corporate and if during the currency of this Agreement, the Client becomes privy or has access directly or indirectly to any

price sensitive information of any company/body corporate, it shall be the duty of the Client to inform in writing to the Portfolio Manager of the same immediately.

- iv) The terms hereof do not violate any obligation by which Client is bound, whether arising by contract, the operation of law, or otherwise, and that, if required, this Agreement has been duly authorized by appropriate action and is binding upon Client in accordance with its terms. The client will inform the Portfolio Manager of any event that might affect this authority or the property of this Agreement.
- v) The Client warrants that all information which he/she/it has provided to the Portfolio Manager in relation to his/her/its status, including in particular his/her/its residence and domicile for taxation purpose, is complete and correct and agrees to provide any further information, if required by any competent authority or the Portfolio Manager.
- vi) In the case of further placement of funds in the Account by the Client on one or more occasion(s) or on a continual basis, each such placement of funds shall be for a minimum period as may be prescribed by SEBI from time to time and shall be subject to the terms herein contained. Availing of the Services provided under this Agreement is not and shall not be, in any manner or for any purpose whatsoever, interchangeable with participation in the service under any other agreement or arrangement.
- vii) The Client understands and agrees that the Services provided by the Portfolio Manager to the Client are not deemed to be exclusive, the Portfolio Manager being free to render investment advisory, portfolio management and/or other services to other clients, directors, officers, and employees of the Portfolio Manager, and the Portfolio Manager and its clients, are or may become interested in the Client as a shareholder or otherwise.
- viii) The Client shall not acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby, nor shall the Portfolio Manager be bound to make payment to the Client, except out of the funds held by it for the purpose under the provisions of these presents.
- ix) The Client undertakes to maintain the Minimum Participation Amount as prescribed by the Portfolio Manager and as amended by SEBI from time to time.
- x) The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:
 - A. The client shall promptly and regularly pay wealth-tax, income-tax and other taxes, if any payable, on the wealth, income, arising whether by way of interest, dividend, short term and long-term capital gain or otherwise howsoever and on the value of the Assets of the Account and irrespective as to whether such Assets of the Account are held and/or registered in the name of the Client or the Portfolio Manager or any other person nominated by the Portfolio Manager;
 - B. The Client shall also promptly and in a timely manner pay all the aforesaid taxes levies, duties, payments to be paid on the Assets of the Account including payment for unpaid calls on shares and when the same is to be paid under the law; and
 - C. The Client shall promptly and in a timely manner file all tax returns, statements, and applications under the provisions of law.

4) SCOPE OF SERVICES TO BE PROVIDED BY THE PORTFOLIO MANAGER

- a) Portfolio Manager is to invest the securities; cash and/or other investments held in the Account of the Client and engage in such transactions for and on behalf of the client based on a power of attorney executed and delivered by the Client in favor of the Portfolio Manager in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to do all acts on behalf of the Client necessary for rendering Discretionary / Non-Discretionary Portfolio Management Services to the Client. The Portfolio Manager agrees to provide Discretionary / Non-Discretionary Portfolio Management Services which shall be in 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. with a view to ensure that all the benefits accrue to the Client's portfolio for an agreed fee structure, entirely at the Client's risk.

- b) The Portfolio Manager may as per the consent/authorization given by the client in writing, participate in securities lending and provide the securities to the stock broker to participate in Security Lending Scheme, 1997.
- c) The Portfolio Manager shall keep the funds of the Client in a Bank Account held in the name of the Client or the Portfolio Manager/Custodian (on behalf of the client) as may be required from time to time.
- d) The Portfolio Manager shall individually, independently and at its sole, entire and absolute discretion to manage and administer the Assets of the Account of the Client in accordance with the terms herein and subject to the SEBI (Portfolio Managers) Regulations, 2020, and the Disclosure Document.

5) FUNCTIONS OF THE PORTFOLIO MANAGER

The functions of the Portfolio Manager under this Agreement are as follows:

- a) To manage funds and/or Securities of the Client in accordance with the provisions of this Agreement.
- b) The Portfolio Manager shall take such steps as may be necessary, incidental, ancillary or conducive to the fulfillment of the objective of this Agreement and necessary from time to time to realize the objectives without any limitation. Provided, however, that the funds herein shall not be invested in any instruments as may be expressly prohibited by SEBI or the Reserve Bank of India or any other regulatory body from time to time.

6) RESPONSIBILITY OF THE PORTFOLIO MANAGER

- a) The ownership of the securities purchased by the Portfolio Manager on behalf of the Client shall rest with the Client and the Portfolio Manager shall act in a fiduciary capacity, as a trustee of the Client's account.
- b) The Portfolio Manager shall not derive any direct or indirect benefit out of the Client's funds or securities except as provided in this Agreement.
- c) The Portfolio Manager shall ensure that it has provided the Client with the Disclosure Document along with a certificate in Form C prescribed under the PMS Regulations at least 2 (two) days prior to the execution of this Agreement.
- d) The Portfolio Manager and the Client shall in no circumstance be considered as persons acting in concert or as persons co-operating with each other (directly or indirectly) or as persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Portfolio Manager on behalf of and on account of the Client pursuant to this Agreement.
- e) The Portfolio Manager shall take all adequate steps and precautions to prevent any insider trading as per SEBI (Prohibition of Insider Trading) Regulations, 2015 and amended by SEBI from time to time, thereof.
- f) The Portfolio Manager shall be responsible for furnishing the information as is required in accordance with the SEBI Portfolio Managers, Regulations, 2020 or as may be required by the RBI or any other authority having the right to call for information. Such information will be furnished by the Portfolio Manager without obtaining the prior consent of the client.

7) PORTFOLIO MANAGER'S POWERS, DUTIES, AND OBLIGATIONS

- a) The Client hereby authorizes the Portfolio Manager to do all such acts or things on behalf of the Client as may be incidental or consequential to the discharge of its responsibilities under this Agreement provided that the Portfolio Manager shall not borrow funds or securities on behalf of the Client. The Portfolio Manager shall invest the funds in accordance with the Regulations and the rules, regulations, guidelines made under it, as amended from time to time and any other laws/ rules/ regulations/ guidelines, etc. prescribed by SEBI. All such decisions, including decisions as to the Securities in which investment/disinvestment should be made and the nature, quantity, timing and other

details of the investments, disinvestment and other dealings with the Assets shall be in the absolute and unfettered discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the client for the same.

b) The statement/ documents/ reports furnished by Portfolio Manager shall disclose the actual details and the calculations in respect of the purchase price and the sale price of the various investments made on a quarterly basis. The Reports on the investments of the Clients shall be furnished on a quarterly basis and as and when requested by the client. The statement/ documents/reports furnished by Portfolio Manager to the clients shall include the details as prescribed by SEBI (Portfolio Managers) Regulations, 2020. The report to the client shall contain the below details:

- The composition and the value of the Portfolio, description of the Client Securities, number of Client Securities, the value of each Client Security which forms part of the Portfolio, Cash balance, Temporary Investments and the aggregate value of the Portfolio as on the date of the report;
- Transactions undertaken during the period of the report including the date of transaction and details of purchase and sales;
- Beneficial interest received during that period in respect of interest, dividend, bonus shares, rights shares, and debentures;
- Expenses incurred in managing the Portfolio;
- Profit/loss, fees, taxes, expenses, costs, and charges;
- Details of risk foreseen by the Portfolio Manager and the risk relating to the Securities recommended by the Portfolio Manager for investment.

The statements/documents/ report furnished by the portfolio manager to the client present a true and fair picture of the actual transactions. All the above reports will be submitted to the clients to their email ids or at the address mentioned in their KYC records. The client is responsible for reviewing statements provided by the Portfolio Manager and confirming and reporting any discrepancies within 30 days from the date of receipt of the statement.

c) The Portfolio Manager may provide Report and other details in respect of the Client's Portfolio on the Portfolio Manager's website with restricted access to the Client.

d) The Portfolio Manager shall maintain books and records relating to its transactions for the Client to ensure compliance with the Regulations.

e) The portfolio accounts of the Portfolio Manager shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant (in respect of the Client's Portfolio) shall be sent to the Client to his address provided to the Portfolio Manager.

f) If the Client desires, he/she may appoint a chartered accountant of its choice at his own cost to audit the books and account of the Portfolio Manager, relating to his/her/its transactions. The Portfolio Manager shall provide such accounts statements, information, documents or excerpts thereof as are relevant and as may be requested by the Client in writing to assist the auditors of the Client, within a reasonable period of time.

g) The Portfolio Manager may at its discretion, appoint and remove agents, determine their duties, fix their emoluments and execute such contracts on such terms as the Portfolio Manager may think fit.

h) The Portfolio Manager shall be entitled to open, operate or close one or more bank accounts, Demat accounts and constituent SGL account for and on behalf of the Client, to deposit and withdraw monies /securities in such accounts and to fully operate the same. Fund of different clients may be kept together in such a bank. These accounts will be solely operated by the Portfolio Manager and/or Custodian appointed by Portfolio Manager to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to the operation of these account till the termination of this Agreement.

- i) The Portfolio Manager may at its own discretion constitute committees consisting of employees/directors/ officers of Portfolio Managers as it thinks fit to guide and advice the operations of the Portfolio Manager and delegate suitable power to them and impose appropriate regulations on them; and generally, to do all acts, deeds, matters and things which are necessary for any object, purpose of or in relation to the Client's Portfolio in any manner or in relation thereto.
- j) The Portfolio Manager shall, to the extent of any monies, fees or other charges due to it from the Client under this Agreement have a lien on the Portfolio.
- k) The Client is aware that the Portfolio Manager may record conversations between the Client and/or the Client's representatives and the Portfolio Manager, over the telephone, or such other recording equipment as the portfolio manager may deem fit and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property. Such recordings may be relied upon by the Portfolio Manager as and when required to resolve disputes in connection with the trading transactions or for any other matters arises in the future.
- l) Portfolio Manager's decision (taken in good faith) in deployment of the Client's account 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 mala fide, fraud, conflict of interest or gross negligence. The right of the Portfolio Manager to make decisions on behalf of the Client shall be exercised strictly in accordance with the SEBI Portfolio Manager's Regulations and any other applicable law in force from time to time.
- m) The Portfolio Manager may operate depository account under the power of attorney, with any Depository Participant of National Securities Depository Limited (NSDL) and/or Central Depository Services (India) Ltd. (CDSL) for and on behalf of the Client, for crediting the securities in electronic mode and fully operate the same for the purpose of this Agreement and such depository account may be opened with any Depository Participant of NSDL and/or CDSL.
- n) The Portfolio Manager at its complete discretion determines the manner in which any voting rights, right to consent to corporate actions, conversion rights, subscription rights, tender rights, appraisal rights and any other rights pertaining to any portfolio of Securities held in the Account shall be exercised. For this purpose, the Portfolio Manager may require the Client to execute any such certificate, proxy, consent and/or any other document necessary or appropriate to effectuate its powers under this Agreement.
- o) The Portfolio Manager, as well as any of its directors, its officers, and its employees, shall avoid any conflict of interest in relation to its decision with regard to investments in respect of the Clients Account or else, where such a conflict of interest does arise shall ensure fair treatment as on an arm's length basis to all Clients. The Portfolio Manager shall not place its personal interest above that of the Client. Subject to the aforesaid and subject to applicable laws and regulations, the Portfolio Manager may from time to time:
 - (i) Purchase or sell securities inter-se among Clients at the prevailing market price;
 - (ii) Have business relationships with issuing companies or corporations whose securities are privately placed and to hold, purchase or sell to the Client's account from such stock of securities.
 - (iii) Deal with any broker and/or dealer in securities, to the extent permitted by applicable law, including entities in the same group. In the case of group affiliate transactions, the terms will be on an arm's length basis and on terms which are no more beneficial to the affiliated entity than in respect of other clients.
 - (iv) Purchase or hold or sell at the prevailing market price for the Clients account any marketable securities inter-se among Clients Account even if it enjoys business relation with the other Client.
- p) The Portfolio Manager may, without consent from the client, if required under any Applicable Laws, disclose the identity of the client to the issuer of Securities acquired by the Portfolio Manager on behalf of the client pursuant to this agreement or to the agents of such issuer upon the request of such issuer / agent, or to any governmental or regulatory body.
- q) For the purpose of effectively discharging any of the duties and function of the Portfolio Manager, the client hereby empowers the Portfolio Manager to act through any of its Sub-delegates and the Portfolio Manager is empowered

to delegate the performance of its duties, discretions, obligations, any powers and authorities hereunder to such sub- delegates.

- r) The client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets including but not limited to investing the Funds in Securities, selling, redeeming or liquidating securities or changing the securities forming part of the Portfolio, appointing intermediaries for the sale and purchase of securities.
- s) The client agrees 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 the Income Tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes (“FATCA Implementation Rules”). The Portfolio Manager is required under the Applicable laws, including without limitation the 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 provisions of the FATCA Implementation Rules are relevant not only at the onboarding stage of the Client but also throughout the life cycle of investment of the Agreement. The Client, therefore, should implement intimate to the Portfolio Manager, any change in their stage with respect to any FATCA Implementation Rules related information/documentation/declarations in accordance with the Applicable Laws, the Portfolio Manager reserves the right to report such Clients to the regulatory authority accordingly.
- t) The Client hereby confirms and agrees that the Portfolio Manager reserves the right to report any suspicious transactions to the Director of Financial Intelligence Unit (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transactions are suspicious in nature within purview of Applicable Law and/or SEBI Circulars/Guidelines issued from time to time.
- u) The Portfolio Manager shall avoid any conflict of interest in relation to its decision with regards to investments on behalf of the client and where such a conflict of interest does arise the Portfolio Manager shall ensure fair treatment as on arms-length basis to all clients. The Portfolio Manager shall always keep the interest of the client above its personal/own interest.
- v) Any or all annual reports, shareholder information and all other similar or related material received by the Portfolio Manager in relation to the securities or the funds, may be destroyed or disposed of in any manner at the sole discretion of the Portfolio Manager.
- w) The Assets of the clients shall not be aggregated with other securities held by the Portfolio Manager for the purpose of “acting in concert” as contemplated under SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011.

8) INVESTMENT OBJECTIVES AND GUIDELINES

- a) The Portfolio Manager shall invest funds of the Clients in such capital and money market instruments, including securities as defined under the Securities Contract (Regulation) Act, 1956, and shall include any securities, derivatives and other instruments which are tradable on any of Exchanges as wells such units of Unit Trust of India and / or other mutual funds (whether listed or unlisted), government securities, debt instruments, negotiable instruments, unlisted securities, certificates of deposit, participation certificates, commercial paper, securitized debt instruments, investments in company deposits, bank deposits, treasury bills and such other eligible modes of investment and/or forms of deployment within the meaning of the Regulation issued by SEBI as amended from time to time. Provided, however, that the funds of the clients shall not be deployed in such instruments as may be expressly prohibited by SEBI, Reserve Bank of India or any other regulatory body and as per disclosure list is given by the client from time to time.
- b) Provided, however, that the Portfolio Manager shall not deploy the Clients’ funds in bill discounting, Badla financing or for the purpose of lending or placement with corporate or non-corporate bodies or investment in such instruments as may be expressly prohibited by SEBI or the Reserve Bank of India (“RBI”) or any other regulatory

body from time to time. The Portfolio Manager, while dealing with the Client's funds shall not indulge in speculative transactions, that is, transactions for the purchase or sale of any Security which is periodically or ultimately settled otherwise than by actual delivery or transfer of the Securities. The Portfolio Manager may, however, 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 investing the Assets of the Account 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.

- c) The Portfolio Manager shall have the sole and absolute discretion to invest in any type of security subject to clause 4(a) and as stated hereinafter and make such changes in the investments and invest some or all of account in such manner and in such markets at its sole discretion. The Portfolio Manager shall have right to specify or restrict the type, class, mode, and manner of the investment in securities either by specifying a particular Portfolio/plan or to a particular category of securities as may be specified by the Portfolio Manager from time to time. The securities invested/disinvested by the Portfolio Manager for clients in the same Portfolio/plan may differ from client to client. The Portfolio Manager may invest the funds of the Client which are idle and lying-in the account of the client, in the units of the schemes in any Mutual Fund of which the division of the company or Portfolio Manager may be a broker/distributor.
- d) The powers exercised by the Portfolio Manager 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 take from time to time.
- e) The Portfolio Manager shall maintain appropriate records for every transaction undertaken in respect of the Client's Account. The records so maintained shall indicate the data, facts, and opinion leading to the decision to conduct the transaction.
- f) The Portfolio Manager may aggregate the purchase or sale of securities of all or any of its clients in a manner as permissible under the regulation.
- g) Any transaction of purchase or sale including that between the Portfolio Manager's own accounts and Client's account or between two clients' account shall be at the prevailing market price.
- h) The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's Account.
- i) In the management of the Client's account, the Portfolio Manager may exercise complete discretion to, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the securities specified in clause 8(a) hereinabove and generally manage, convert, transpose and vary the investments in respect of the Client's account.
- j) Accruals, accretions, benefits, allotments, call refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus that accrue to the investments in respect of the Client's Account shall be received by the Portfolio Manager either in its own name or in the name of the Client but in either case it shall be placed in the Client's Account on relevant date(s). The Portfolio Manager shall take necessary steps for conversion of Securities when necessary. The subscription/renunciation of rights and options in respect of the Securities shall be at the sole discretion of the Portfolio Manager.
- k) The performance of the portfolios will be benchmarked against the benchmark index indicating in the respective portfolio features forming part of the Disclosure Document. However, the Client understands and acknowledges that the benchmark index may not be truly representative of the Discretionary / Non-Discretionary Portfolio Management Services offering due to the unique nature of the Discretionary / Non-Discretionary Portfolio Management Services wherein, the number of stocks may be different to the benchmark index and the weightages of individual stocks may vary from weightages in the benchmark index. The Portfolio Manager may from time to time, review the benchmark selection process and make suitable changes as to use of the benchmark, or related to

the composition of the benchmark, whenever it deems necessary.

- l) Each individual existing and/or any future Portfolio/plan as introduced by the Portfolio Manager from time to time to be governed by the terms and conditions and the general investments guidelines as provided in this Agreement amendments /additional provisions specific to any individual Portfolio/plan shall be agreed to and accepted by the Client in writing prior to availing the same.
- m) The investment in the securities mentioned in above point no. (a) will be in accordance with the objectives as given in the agreement and also any of the product/plan categories accepted by the client.
- n) The Portfolio Manager at its sole discretion may resort to transactions through initial public offers (IPOs), secondary market operations, private placements, rights offers or through negotiated deals, among others, or any other mode as may be permitted by SEBI from time to time, as the case may be.
- o) The Portfolio Manager shall have the sole and absolute discretion to invest the Client's funds into Securities on behalf of the Client through a member broker of the Bombay Stock Exchange (BSE), or National Stock Exchange (NSE) of India or through any other registered member or broker through a panel of brokers, which may include associate brokers of the Portfolio Manager.

9) INVESTMENT AMOUNT

The Client shall place with the Portfolio Manager, an Initial Corpus comprising of cash (Funds) and/ or securities of total value (in the format specified in Schedule 'A' to this Agreement), which shall not be less than the minimum acceptable portfolio value as may be defined by the Portfolio Manager from time to time. Such minimum acceptable portfolio value shall be subject to the minimum value as stipulated by SEBI under the SEBI (Portfolio Managers) Regulations 2020 and the circulars/notifications issued thereunder from time to time ("Minimum Participation Amount"). The Portfolio Manager has the discretion to define an amount higher than the SEBI specified amount as a minimum acceptable portfolio value. The Client may, subject to the approval of the Portfolio Manager, on one or more occasion(s) or on a continual basis, make the further placement of funds/securities under the service. Provided, the Portfolio Manager shall have the right to accept or reject, at its sole discretion without assigning any reason, therefore, any of the securities brought in by the client as the participation amount. In case any of the securities brought in by the Client are rejected by the Portfolio Manager and the value of the securities accepted together with cash (fund), if any, brought in by the client towards Minimum Participation Amount is less than the requisite minimum amount, then the client shall bring in additional cash (fund) or securities (acceptable to the Portfolio Manager) to make up the shortfall in the Minimum Participation Amount. Provided that the Client shall not be required to make up the shortfall to the extent that the shortfall is on account of the mark-to-market value of the Securities contained in the Account being lower than the Minimum Participation Amount.

The Portfolio Manager shall endeavor to invest the funds as soon as possible. Pending such investment may be kept in the separate bank account / mutual funds including but not limited to the pool account opened at the discretion of the Portfolio Manager. The clients cannot claim any interest or any claim for the opportunity losses for the period for which the amounts remain un-invested with the Portfolio Manager.

10) PERIOD & TERMINATION

- a) This Agreement shall commence from the date of execution of this agreement and shall continue on the same terms and conditions set out in this agreement unless terminated as given in clause (b), (e) and (f) here.
- b) This Agreement may be terminated by the Client by giving a prior written notice of termination of minimum 30 (thirty) days to the Portfolio Manager, thereupon, the Agreement shall stand terminated on the expiry of the period on the same date as stipulated by the Client in the notice of termination.
- c) The Portfolio funds or securities can be withdrawn or taken back by the Client at his sole risk before the expiry of the Agreement under the following circumstances:
 - (i) Voluntary or compulsory termination of the Services by the Portfolio Manager or the Client;
 - (ii) Suspension or cancellation of the certificate of the registration of the Portfolio Manager by SEBI;

- (iii) Bankruptcy or Liquidation of the Portfolio Manager.
- d) In the event that this Agreement is terminated for any of the reasons stated above, 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 Services provided under this Agreement, within a period of such number of days from the date of Termination as may be determined by the Portfolio Manager based on the feasibility.
- e) Notwithstanding what is stated herein, the Portfolio Manager reserves the absolute discretion independently to terminate this Agreement at any time by giving written notice of not less than (30) thirty days, without assigning any reason, and cause the Client to transfer its portfolio /account to other intermediaries.
- f) The Portfolio Manager may at its own discretion terminate any existing plan by giving written notice of not less than 30 days to the Client and the Client may withdraw his portfolio or with the approval of the Portfolio Manager, transfer his Portfolio to the other portfolio management plans of the Portfolio Manager by giving written notice of not less than 30 days to the Portfolio Manager.
- g) On termination, the Portfolio Manager shall give a detailed valuation report/statement of account to the Client reflecting the affairs of the Client as of the Termination Date.
- h) The termination of this Agreement shall not, in any manner whatsoever, affect or preclude the consummation of any transaction initiated by the Portfolio Manager prior to its receipt or transmission of the notice of termination (or, if the Portfolio Manager continues to act until selection of the successor by the Client, any transaction initiated during the period during which the Portfolio Manager so continues to act), in which case all of the terms and conditions of this Agreement shall apply to such transaction.
- i) In the event of termination of this agreement, the client shall pay to the Portfolio Manager its Portfolio Management fees, costs and dues payable under this agreement and the Portfolio Manager shall have the right to lien on any and all securities in respect thereof to the extent of the outstanding dues.
- j) In the event of termination of this agreement, such termination shall have no effect on transactions executed before such termination and the parties shall have the same rights and obligations in respect of such transactions.

11) AUTHORISED PERSON

- a) The instructions issued by an authorized representative, if any, of the Client, shall be binding on the Client in accordance with the communication authorizing the said representative to deal on behalf of the said Client. In the event an authorized representative is being replaced it shall be the responsibility of the Client to inform the Portfolio Manager of the change, in writing, failing which the Client shall be responsible for the trade obligations arising out of the actions of both the old representative as well as the new representative.
- b) If any transaction(s) under this agreement with the Portfolio Manager, has/have been executed on behalf of the Client from time to time on the basis of the contract note(s) / Bills / any other correspondence dispatched / communicated to the Client by the Portfolio Manager and/ or by part or full settlement of the said transaction(s) by the Client, then such transaction(s) shall be deemed to be executed by the person authorized by the Client and the Client shall be deemed to have ratified and accepted all such or other actions of such person and to meet all obligations arising from these transaction(s).

12) DEATH AND INSOLVENCY

- a) In the event of death, insolvency of a Client during the currency of the Agreement, and on receipt of intimation, in writing of such an event by the nominee of such deceased/authorized person, the Portfolio Manager shall cease operations of the Client's account, and the Agreement shall stand terminated with effect from the date of receipt of such notice (hereinafter referred to as "Date of Termination"). The Portfolio Manager shall assist the nominee to transfer the portfolio to his/her name after collecting the fees and other charges as applicable and as per agreed term from the nominee.

b) Upon the termination of this Agreement as a consequence of the death of the client, the Portfolio Manager shall:

- (a) Where the client comprises of only one person, the Portfolio Manager shall:

- (i) Permit the nominee of the client (as designated in the application) or, if for any reason the same is not possible/practicable, permits such persons as Portfolio Manager has bona fide reason to believe are the heirs, executors/administrators of the deceased client, to operate the Bank Account (if opened in the name of the client), and/or the depository account (if opened in the name of the client), if the rules of operation of the bank account and/or the depository account so permit; and/or
 - (ii) Deliver the assets to the nominee of the client (as designated in the application) or, if the nominee is not specified, to such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors/administrators of the deceased client.
- (b) Where the client comprises of two/more persons, the Portfolio Manager shall:
- (i) Permit the surviving person(s) who comprise the client (“survivor/s”) to operate the bank account (if opened in the name of the client) and/or the depository account (if opened in the name of the client), if the rules of operation of the bank account and/or the depository account so permit; and/or,
 - (ii) Deliver the assets to the Survivor/s.

Upon such delivery, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Assets.

- c) In case of the death of a client who has not made a nomination or in case of nominee having died or suffered disability prior to the death of the client (thereby rendering the nomination invalid), the Portfolio Manager shall have a right to call for all such documents as it deems appropriate, including without limitation, probate, letters of administration, succession certificate, and the Portfolio Manager shall not be liable to return the Assets to any person claiming to be successor or claimant of the assets of the client, until the Portfolio Manager is satisfied at its sole discretions, with regards to the right to succession of such person to the Assets of the Client.
- d) On termination of this agreement, the Portfolio Manager shall collect its Portfolio Management fees, costs and dues payable under this agreement and the Portfolio Manager shall have the right to lien on any and all securities in respect thereof.

NOMINATION

This agreement provides for Nomination facility for individual clients subject to applicable laws. In case the client wishes to make a nomination, the client shall make a nomination in the Application under “Additional Information for PMS Account-Nomination Details.” Nomination can be made by individuals only. The guardian of a minor would, however, be entitled to make a nomination on behalf of such minor. Where assets are held by clients jointly, the nomination will have to be made by all the holders jointly and the nomination so made [unless modified by the survivor(s)] shall take effect only on the death of all the joint holders.

13) REPAYMENT

- a) The Portfolio Manager shall, on termination and/or determination of this agreement, as stated hereinabove arrange to deposit the Net Realizable Value (i.e. gross market value net of costs of realization) of securities held in the Client’s account together with all beneficial interest that accrue to the client as on date as well as residual cash balance, if any on such date, subject to the client fulfilling all his obligations under this Agreement in the designated Bank Account or to such account as may be instructed by the Client to the Portfolio Manager in writing by giving 30(thirty) days prior notice or of such durations mutually agreed by both the parties for termination of this agreement to receive back the Securities made in his/ her/ its name or to such other account, to the extent that the same can be handed over to Client. The amount so realized, and/or the Securities together with residual cash balances, if any, due and belonging to the Client, shall be made over to the Client or to such account as instructed by the Client in writing, subject to the following deductions:
 - i) Interim disbursements, if any, of amounts paid to the Client, if any.
 - ii) Fees and charges levied and/or to be levied by the Portfolio Manager as described in Clause 15.
 - iii) All taxes, rates, fees, duties, commissions, costs, charges, penalties, deductions, recoveries and/or appropriations, etc. to be made in accordance with law or otherwise on account of the Clients.
- b) The Portfolio Manager, by disbursement through payment or otherwise as provided in clause 10 hereinabove subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owned to the Client or his nominee, as the case may be, in respect of this agreement and obtain confirmation to this effect.

14) CHANGE IN THE QUANTUM OF FUNDS TO BE MANAGED

- (i) The Client shall ensure that the minimum amount as specified by the Portfolio Manager shall be maintained with the Portfolio Manager at all times. The Client may, however, request the Portfolio manager to withdraw a part of its Portfolio leaving behind

the minimum amount as specified by the Portfolio Manager from time to time.

- (ii) Withdrawal of Assets by the Client shall be subject to a minimum amount as specified by the Portfolio Manager from time to time. The Client shall not withdraw Assets in such a way where the specified minimum amount of investment is violated. The Portfolio Manager shall be entitled at its discretion to refuse, to accept / process applications for withdrawal of Assets by the Client in respect of an amount if it violates the requirement of the minimum amount specified by the Portfolio Manager.
- (iii) In the event the Client intends to withdraw part of the Portfolio from the Portfolio Management Services, the Client must at its own cost and risk give to the Portfolio Manager notice in writing of its intention to withdraw Assets from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Provided however that the Client shall ensure that the pursuant to the redemption request, the value of the Portfolio under the management of the Portfolio Manager shall not fall below the required minimum amount as required by SEBI / the Portfolio Manager from time to time. In case the value of the assets of the Client pursuant to a redemption request by the Client falls below the minimum corpus requirement as specified by the Portfolio Manager, this agreement shall be deemed to be terminated and the provision of Clause 10 herein shall apply.
- (iv) The Portfolio Manager shall handover the withdrawn Portfolio to the Client as per the instruction received from the client in the withdrawal request in the form of securities or funds as may be deemed fit by the Portfolio Manager.
- (v) In the event the Client intends to withdraw the entire corpus, this Agreement shall be terminated in accordance with the provisions of Clause 10 here-in-above.
- (vi) All interest, bonus, dividend or any other sums, accretions and or income arising, due, accruing on all or any securities, funds and other Portfolio of the Client shall be deemed to form part of the assets under management by the Portfolio Manager. Any withdrawal by the client of such accruals shall be deemed to be a withdrawal of Portfolio and the provisions of this shall apply to all such withdrawals.

15) FEES, CHARGES, BILLING AND EXPENSES

- (a) Notwithstanding anything contained herein or elsewhere, a Portfolio Management Fees (hereinafter referred to as "Fees") as per Schedule 'B' (I) shall be paid by the Client to the Portfolio Manager which shall be debited to the bank account held in the name of the client or pool bank account on a monthly basis. In addition to the Fees stated hereinabove, the Client shall also pay to the Portfolio Manager such Custody Fees, fund accounting charges, Registrar, and Transfer Agents fees, brokerage and transaction cost, certification and professional charges and such other taxes as may be applicable from time, and/or disbursement made in respect of the investments (and/or disbursements) made under this Agreement. The Portfolio Manager shall provide periodic invoices to the client.
- (b) For the purposes of this agreement, the Client agrees to and is aware that the Portfolio Manager may utilize services of member-broker, depository participant of NDSL and/or CDSL, as an approved intermediary under Securities Lending Scheme, 1997, or any other services as provided by the Company or its affiliates from time to time for the purpose of servicing the clients under this agreement and accordingly the fees shall be recovered from the Client.
- (c) The Client is aware and agrees that the Fees and Charges payable for availing the services of stockbroker, depository participant, banker, custodian shall be in addition to the Fees payable by the Client under this agreement and shall be payable as per the terms and conditions of the respective agreement to be executed by the Client with them.
- (d) The Portfolio Manager shall be entitled to recover or client shall reimburse all incidental expenses levied in the form of stamp duties, registration charges, brokerage, commission, compensation, professional fees, insurance charges, audit fees, legal fees, consultancy charges, service charges, service tax, securities transaction tax, etc. and such other expenses, duties, charges on behalf of the Client on account of the Service provided to the Client (hereinafter referred to as "the incidental expenses"). The incidental expenses shall be charged to the Client's account from time to time at the sole discretion of the Portfolio Manager.
- (e) The Portfolio Manager shall have the right to revise the charges as specified in Schedule B giving not less than 30 (thirty) days' notice in writing to the clients.
- (f) The Client shall also be responsible to make payment of all taxes and duties (including without limitation all stamp duty) in respect of this Agreement and on all other incidental/ancillary documentation charges pursuant to this agreement.
- (g) The Client Authorizes that the Portfolio Management fees payable to the Portfolio Manager under this agreement shall be debited by the Portfolio Manager directly from the Clients' Bank Account at any time after it has become due. In the event the Client's ledger does not have sufficient balance, the Portfolio Manager shall be entitled to charge the amount to the Client and the Portfolio Manager shall have the right of lien and set-off over the Client Securities till such payment is made by the Client.

16) TRANSFER, REGISTRATION, AND CUSTODY

- (a) The Client authorizes the Portfolio Manager to hold the funds belonging to the Portfolio account of the Client in Portfolio Manager's own name (pool account) or in the name of the Client for the purposes of this agreement.
- (b) The Client authorizes the Portfolio Manager to register the Client's Securities (other than those which are specifically prohibited by SEBI) in his/her/its name and, for claiming and receiving all beneficial interest owing to the Client on account of such investments. The Client shall be entitled to all the rights and benefits and be subjected to all the liabilities in respect of the securities purchased/ sold under this agreement.
- (c) The Portfolio Manager shall arrange for the Custody of Securities held on account or such other activities of the Client under this Agreement by keeping them in its actual custody or by outsourcing such activities to the agent(s) for this purpose, at its sole discretion.

17) CUSTODIAL ARRANGEMENT

Client authorizes the Portfolio Manager to maintain Client's assets with any Custodian which Portfolio Manager may appoint under any Act, Rule, Regulation issued by any Regulatory Authority in future. Portfolio Manager shall have the right to change custodians at any time for any reason. Client shall be responsible for paying all fees, charges, if any, to Custodian. Client authorizes Portfolio Manager to give the Custodian, instructions for the purchase, sale, conversion, redemption, exchange or retention of any security, cash or cash equivalents or other investment for the Account. Client authorizes Portfolio Manager to instruct Custodian to send Client quarterly statements showing all transactions occurring in the Account during the period covered by the statement and to provide Portfolio Manager with those same statements. The client is responsible for reviewing such statements provided by Custodian / Portfolio Manager and confirming and reporting any discrepancies to Portfolio Manager within 30 days from the date of receipt of the statement.

18) MAINTENANCE OF ACCOUNTS

The Portfolio Manager shall maintain a separate Portfolio record in the name of the client in its books for accounting the assets of the Client and any additional corpus, income, receipts and disbursements in connection therewith as provided under the SEBI (Portfolio Managers) Regulations, 2020. The Portfolio Manager shall provide on quarterly basis statement or in such smaller intervals as may be agreed with the client on investments as well as debits per clause 13 and clauses 15.

19) RISKS AND LOSSES

- (a) The Client acknowledges that he has received and read the Disclosure Document Provided by the Portfolio Manager as specified in Schedule V of the Regulations along with a certificate in Form C as specified in Schedule I of the said Regulations. The Client clearly understands that investments in Securities, entails a high degree of risk and there can be no assurance from the Portfolio Manager about minimum returns thereon or even as regards preservation of capital. The risk may arise from the investment objective and investment policy. These risks are inherent in this business.
- (b) The Client acknowledges that he has read the risk factors elaborated in the Disclosure Documents and Schedule D of this agreement in respect of investing the funds in derivatives and equities and is being informed, is aware and has understood the risks associated with investing the funds in the capital and money market instruments including derivatives but not limited to equities and other securities included in clause 7 hereinabove.
- (c) The Client acknowledges that he is aware of the obligations under the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 and is solely responsible for the obligations thereunder. The Client agrees and undertakes to inform the Portfolio Manager of any acquisition of securities by him, directly or indirectly, which will result in him incurring an obligation to make announcements of the acquisitions upon reaching specified percentage limits or making an open offer under the SEBI (Substantial Acquisition of Shares and Takeover) Regulations, 2011.
- (d) The Portfolio Manager shall not be responsible for any loss or damage occurred including but not limited to market conditions, Force Majeure circumstances, delays on the part of Companies, Corporations or other authorities including Government authorities in registering the transfer of securities or other factors beyond the control of the Portfolio Manager. The Securities which are so purchased and refused to be transferred in the name of the Client, by the Company or Corporation concerned, may be sold by the Portfolio Manager, at the best available market rate, at the risk and responsibility of the Client concerned only.
- (e) Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall deduct any tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this agreement, and shall certify the debit of tax at source to the Client's Account, as applicable. For Securities, if any, held in the name of the Portfolio Manager on

behalf of the Client, as on date of declaration or record date of any Company's dividend declaration, the Portfolio Manager shall receive the Company's tax deduction at source certificate for any dividend subjected to tax. The Portfolio Manager shall only distribute the net dividend to each Client's Account. 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 of the Client under this agreement. In the event of any demand being made on the Portfolio Manager by the appropriate revenue/taxation or such other government authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by the Portfolio Manager, the Client hereby expressly authorises the Portfolio Manager to comply with the demand and pay such amount to the revenue/taxation authorities and debit the Client's account accordingly. The Portfolio Manager will be at liberty but not obliged or required to resist such demands. If the Portfolio Manager at its discretion, thinks fit, and in this event, the Portfolio Manager is hereby authorized to incur any fees, duties, commissions, costs, charges, and expenses required to so resist the demand including the costs of appointing any Chartered Accountant, Tax Expert, Lawyer, Solicitor or Advocate but the Portfolio Manager will not be responsible if ultimately the demand is held/upheld to be proper and lawful. Despite the fact that the Portfolio Manager does not undertake tax planning of the Client, if, in pursuance of directions issued by the appropriate revenue/taxation authorities, the Portfolio Manager is obliged to represent any Client in respect of any of the aforesaid directions, the Portfolio Manager is hereby empowered by the Client to file, sign and or to execute such papers and/ or documents on behalf of the Client as might be necessary in that behalf. If required, the Client shall execute a valid, irrevocable Power of Attorney in favor 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 authorities 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 and also for the proper operation of the Client's account thereto.

20) PROTECTION OF ACT 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 investment made or any committee of the Portfolio Manager or any agents.

21) PORTFOLIO MANAGER MAY RELY ON ADVICE

The Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, professionals, agents or other persons acting as agents or advisors of the Portfolio Manager and the Portfolio Manager shall not be bound to supervise the actions of any such persons nor to verify the advice or information obtained therefrom and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information nor be responsible for the consequence of any mistake or oversight or error of judgment on the part of the Portfolio Manager or any attorney or agent of such other person appointed by it hereunder.

22) CLIENT'S RIGHTS AND LIABILITY

In no event shall a Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby, nor shall the Portfolio Manager be bound to make payment to any Client, except out of funds held by it for the purpose under the provisions of these presents. Notwithstanding anything contained herein, subject to SEBI regulations, the liability of the client shall not exceed the total value of his / her / its investment with the Portfolio Manager.

23) INDEMNITY TO PORTFOLIO MANAGERS

- (a) Without prejudice to the right of indemnity available to the Portfolio Manager under any law, the Portfolio Manager and every person appointed by the Portfolio Manager shall be entitled to be indemnified out of the Assets of the Account deployed in respect of all liabilities, losses and expenses incurred by them in the execution of these presents hereby declared or any of the powers, authorities and discretion's vested in them pursuant to these presents including liabilities, losses and expenses consequent on any mistake, oversight or error of judgement on the part of the Portfolio Manager or any such appointee 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 these presents, and the Portfolio Manager shall have a lien or may retain and pay out any funds and securities in their hands all sums or other amounts necessary to effect such indemnity.
- (b) The Portfolio Manager and every person employed or appointed by the Portfolio Manager shall not be responsible to any other person, or for any officer or other employee or for any loss or expenses resulting to one person as Client, from the insufficient or deficiency of value of or title to any property or security acquired or taken on behalf of the Client or the insolvency or wrongful act or any debtor or any person under obligation to the Client or anything done in good faith in the execution of the duties of his office or in relation thereto.

- (c) The Client shall indemnify and keep indemnified the Portfolio Manager from and against any charges arising out of the payment of stamp duties or any taxes, including income tax and other direct taxes and from and against all costs, charges, and expenses incurred by or levied on the Portfolio Manager acting as an agent of the Client. The Portfolio Manager shall have a lien to the extent of the outstanding dues on the funds of the Client and the return thereon for the purpose of indemnifying itself as aforesaid. The Portfolio Manager shall indemnify and keep indemnified the client for the sake of the portfolio on the termination of this Agreement.
- (d) The provisions of Clauses 23(a) and 23(b) hereinabove shall not have the effect of limiting or extinguishing the obligations and liabilities of the Portfolio Manager in relation to the Client by the Portfolio Manager's act of negligence or willful acts of omission or commission. The Portfolio Manager will be indemnified with the funds deployed against any liability incurred by him for defending any proceedings, whether civil or criminal for which judgment is given in his favor or in which he has been acquitted or discharged by the Court.
- (e) 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 or accretions or accruals to the client.
- (f) The client undertakes that he /she /it shall ensure that all its acts or omissions done in connection with this agreement shall be in compliance with the laws of the jurisdiction where such client is ordinarily resident. The client shall also indemnify the Portfolio manager against any loss or damage or claim, including legal fees suffered, incurred or faced by the Portfolio Manager owing to any breach or violation of the foreign exchange/investment laws of India or the laws of the jurisdiction where such client is resident.
- (g) g) In the event of the Portfolio Manager being held liable for any loss suffered by the Client pursuant to this Agreement, the liability of the Portfolio Manager will be limited to direct and proximate loss or damage and will not extend to any consequential, indirect or remote loss or damage and in any event shall be limited to and shall not extend beyond the Portfolio Management Fees received (during the year in which loss occurred to the client) by the Portfolio Manager pursuant to the provisions of this Agreement.
- (h) The client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements.
- (i) In the event of any Securities purchased for the client not being registered in the Client's name due to any regulatory reasons, the Portfolio Manager shall not be liable for any loss caused by reason thereof and the Client shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transactions.
- (j) The client hereby agrees to indemnify the Portfolio Manager and keep the Portfolio Manager at all times indemnified from and against all actions, suits, proceedings, costs, claims, demands, charges, expenses, losses and liabilities howsoever arising in consequence of or in any way related to the Portfolio Manager having acted or omitted to act in accordance with or pursuant to any instruction including but not limited to:
 - A) Any instruction received by or given to the Portfolio Manager which it believes in good faith to be such an Instruction by telephone / Facsimile / scanned document/email submission; and or
 - B) Any unauthorized or fraudulent instruction to the Portfolio Manager.

24) ALTERATION

The Portfolio Manager may from time to time amend the agreement if required, for complying with any change in Statute, Regulation or with the requirements of any competent authority or if required under its corporate policies. The same shall be done with the prior consent of the Client. However, the Client has the right to terminate this agreement in accordance with clause 10 of this agreement after meeting of the financial and other obligations under this agreement. The fee structure and other expense structure can be changed from time to time subject to approval from the Client.

The investment pattern of the Assets may alter from time to time on a short-term basis keeping in view market conditions, market opportunities, applicable regulations, political and economic factors.

25) ASSIGNMENT

The Client shall not assign any of his / her / its rights, obligations and /or benefits under this Agreement to any third party except with the express consent of the Portfolio Manager. The Portfolio Manager shall be entitled to assign its rights, obligations and /or benefits under this Agreement to any successor entity, affiliate or any other third-party entity at its absolute discretion.

26) CORRESPONDENCE / NOTICES

The Portfolio Manager may provide each of its clients with a user id and a password on its website. The Portfolio Manager may post account statements and such other details pertaining to the client's account on its website which the client can access with the user id and password provided by the Portfolio Manager. The Client is aware of all the securities risks including possible third-party interception of the account statements and the content therein becoming known to third parties. Under no circumstances, including negligence, shall the Portfolio Manager or anyone involved in creating, producing, delivering or managing the Account statement of the Client, be liable for any direct, indirect, incidental, special or consequential damages that may result from the use or inability to use the service or out of the breach of any warranty. The use and storage of any information including, without limitation, the password, account information, transaction activity, account balances or any other information, available on the client's personal computer are at risk and sole responsibility of the Client.

The Portfolio Manager may send the statements, reports and other documents in respect of the Portfolio Management Services to the clients in the physical and/or electronic post.

All notices under this Agreement shall be written in English and shall be sent by hand or by courier or by facsimile or by other electronic means (which shall include but not be limited to emails and email attachments) to the applicable party at the contact details indicated below or to such other address, facsimile number or email address as a Party shall designate by similarly giving notice to the other party at the address set out below:

In case of any grievance/complaints with respect to the Portfolio account, the Client will contact the Portfolio Manager using the contact details given below:

Compliance Officer:

Harshish Kaur

Address: 507, Eros City Square, Rosewood City, Sector – 49-50, Gurgaon – 122018, Haryana

Contact No.: +91-124-4249000

Email ID: harshish.kaur@prpedge.com, compliance@alphaamoney.com

To the client at his latest address/facsimile number/email address given or provided at the time of registration or subsequently. Such grievance/complaints will be addressed within 30 days from the date of receipt of the grievance/complaints. The client will forward service requests/instructions via physical letter or e-mail. All emails will be sent from the mentioned registered e-mail ID(s) in the form. A client at his own discretion can register additional e-mail ID(s) or modify the existing e-mail ID(s) via letter or via e-mail sent from the registered e-mail ID.

27) GENERAL

- a) The Portfolio Manager, at its absolute discretion, may act or delegate the performance of its duties, discretions and obligations hereunder to any of its employee(s) or to such agent(s) as it may think fit and may pay fees/consultancy charges that may be charged to the Client's account as per the provisions of this agreement.
- b) The Portfolio Manager may at its sole discretion permit the client to mark lien or create a charge on the client's account maintained with the Portfolio Manager under this agreement, consisting of investments together with accretions as well as residual cash, balances if any.
- c) Where the due date for any payment to the Client from the Portfolio Manager under this agreement falls on a Saturday, Sunday or a holiday under the Negotiable Instruments Act, 1881, the same will be made on the next working day.
- d) In the event of a change in the constitution and/or change of name of the Portfolio Manager during the currency of this Agreement or such as merger, amalgamation, takeover/change in management, it shall be the duty of the Portfolio Manager to keep the Client duly informed (in writing) of such changes.

28) GOVERNING LAW AND DISPUTE RESOLUTION

- a) This Agreement shall be governed by the laws of the Republic of India. The courts at Mumbai shall have exclusive jurisdiction over matters arising out of this Agreement. This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other statutory and/or any other competent authority, from time to time.
- b) In the event of any clause under this agreement, is not enforceable due to the operation of law, all other clauses will continue to remain valid and enforceable.

- c) If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement, the Parties shall endeavor to settle such dispute amicably.
- d) All disputes, differences, claims and questions whatsoever arising from this agreement between the Client Portfolio Manager and/or their respective representatives touching these presents or any clause or thing contained or otherwise in any way relating to or arising from these presents or in the event of failure by the parties to resolve the dispute in the manner set out above within 30 days from the date when the dispute arose, the dispute shall be referred to a sole arbitrator to be appointed by the Parties mutually or in case of disagreement as to the appointment of sole arbitrator, to a panel of three arbitrators with each Party nominating one arbitrator and the arbitrators so appointed appointing third arbitrator and such arbitration shall be in accordance with and subject to the provisions of the Arbitration and Conciliation Act 1996, or any other statutory modification or re-enactment thereof from the time being in force. Such Arbitration proceedings shall be held at Mumbai and conducted in the English language. The arbitrator / arbitral panel shall also decide on the costs of the arbitration proceedings.
- e) The arbitrator's / arbitral panel's award shall be substantiated in writing and the Parties shall submit to the arbitrator's / arbitral panel's award which shall be enforceable in any competent court of law.

29) ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI [If Applicable]:

In the event of the Client being a Non-Resident Indian ("NRI") (as understood in the applicable foreign exchange laws):

- a) **The Client** shall forthwith inform the Portfolio Manager of the same;
- b) All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities, if applicable;
- c) The Portfolio Manager shall also specifically empower pursuant to this Agreement to liaise with the RBI for legal approvals/reporting on behalf of the Client.
- d) The Portfolio Manager shall not be liable for any loss caused to the Client as a consequence of any delay of RBI/any other regulatory authority.
- e) The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements including but not limited to where the Portfolio Manager undertakes any transaction involving securities purchased for the Client which are not registered in the Client's name due to regulatory reasons. (Such as the percentage of NRI holdings in the relevant company exceeding permissible limits.)
- f) 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.
- g) The Portfolio Manager shall be entitled to rely upon and deduct tax at source on the basis of certificates and/or statements of calculation of income and capital gains given to the Portfolio Manager by the Client or the Client's Chartered Accountants. The Portfolio Manager shall not be liable for any inaccuracy/error in the computation thereby and shall be entitled to rely upon the same as being true, fair, and complete in all respects. The client shall indemnify the Portfolio Manager for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations /statements/certificates, as the case may be.
- h) The Client acknowledges that the Portfolio Manager will notify the Client's Custodian of all acquisition and disposals of Securities undertaken by the Portfolio Manager for the Client under this Agreement so that the Client's Custodian may monitor compliance by the Client with the RBI ceiling limits on investments. If the Client does not or is unable to reverse such transactions immediately, the Client authorizes the Portfolio Manager to do so.

30) FORCE MAJEURE

- a) An "Event of Force Majeure" means any circumstances not within the control of the party affected (e.g. acts of God, public enemies, withdrawal of any license/certification required by Portfolio Manager to fulfill its obligations hereunder, embargo, boycott, sanctions, quarantine, riots, insurrection, civil disturbance, war etc.) but only if and to the extent that: (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be prevented, avoided or removed by such Party; and (ii) such events materially and adversely affects (in cost or time) the ability of the Party to perform its obligations

under this Agreement, and such Party has taken all reasonable precautions, due care, and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

- b) Effects of Force Majeure - Either Party shall be excused from performance and shall not be construed to be in default in respect of any obligations hereunder for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.
- c) Notice of Force Majeure - As soon as possible following the date of commencement of any Event of Force Majeure, if either Party wishes to invoke such Event of Force Majeure as a cause for delay in the performance of any obligation hereunder, it shall advise the other Party in writing of such date and the nature and the expected duration of such Event of Force Majeure and upon receipt of such advice and Parties shall use their best efforts to mitigate the effect of the Event of Force Majeure and ensure resumption of normal performance of this Agreement after the cessation any event of Force Majeure.

31) ACCESS TO INFORMATION

The client shall, by giving 7 days prior notice in writing to the Portfolio Manager, have a right to access the following documents of the Portfolio Manager as listed below on Business Days Between 11 a.m. to 4.00 p.m.

- a) Books of Accounts of the Portfolio Manager relating to the transactions of the Client
- b) Registration certificate of the Portfolio Manager
- c) SEBI (Portfolio Manager) Regulations, 2020 as amended from time to time
- d) The Disclosure Document along with the certificate of Chartered Accountant
- e) The Client shall have the right to appoint an independent chartered accountant of his choice to get his Portfolio with the Portfolio Manager audited provided however that such right of Audit shall not extend to any accounts of the Portfolio Manager not relating to his Portfolio and provided further that the client should give at least 15 days prior notice to the Portfolio Manager for the purpose of such audit by the independent chartered accountant. However, the cost of such audit shall be borne by the Client and the Portfolio Manager shall not be responsible in any manner whatsoever to bear the cost of such audit.

32) TAX TREATMENT

In view of the individual / non-individual nature of tax benefits, the Client is advised to consult his or her own tax adviser with respect to the specific tax implications arising out of his or her/its investments under the portfolio management services. Any Income tax and other direct tax liability on the investments, funds, and yields therefrom shall be borne and paid by the Client. The Portfolio Manager does not take any responsibility for any matters relating to the income tax filings or assessments of the Client. The Client is advised to consult his/her/its own tax advisor with respect to the specific tax implications arising out of his/her/its investments.

33) CONFIDENTIALITY

The terms and conditions of this Agreement, and all information furnished by the Portfolio Manager to the Client, shall be treated as confidential by the Parties, and shall not be disclosed to third parties except as provided herein and except as required by applicable laws, Rules or Regulations, and in response to appropriate requests of regulatory authorities, or as otherwise expressly agreed to in writing by the Parties.

The Clients understand that failure to supply information or data may result in the Portfolio Manager not being able to open, continue or established accounts for the clients, or to provide other financial services to the client.

34) ANTI – MONEY LAUNDERING

The Client, including all his representatives for e.g. guardian(s) where the client is minor, power of attorney holder, or any other person in any representative capacity of the client who has either made any payment on behalf of the client, or has the power to effect any transactions or receive any payment on behalf of the Client, shall ensure that the Assets of the Account are derived through legitimate sources only and does not involve and are not designed for the purpose of any contravention or evasion of the provisions of the Money Laundering Requirements (as hereinafter defined) or any other applicable law in force, including without limitation the taxation laws, anti-corruption laws, and any rules, regulations, notifications or directions issued thereunder.

The Client undertakes and agrees to take full responsibility in complying with all applicable laws, regulations, protocols and other requirements relating to the prevention of money laundering and any requirements and / or requests made by the Portfolio Manager, either generally or in respect of a specific transaction, in order to comply with all applicable laws, regulations, protocols and other applicable requirements relating to the avoidance of money laundering including without limitation Prevention of Money Laundering

Act, 2002, the Rules issued thereunder and the guidelines / circulars issued by SEBI thereto (herein referred to as the "Money Laundering Requirements").

The Client agrees as a condition precedent to any transaction taking effect to comply with all and any Money Laundering Requirements. He further agrees if he is becoming the holder of the Assets of the Account in his own name, to provide the Portfolio Manager with adequate information on his identity if at any time requested so by the Portfolio Manager.

35) CONFLICT OF INTEREST

- (1) The Client recognizes that the Portfolio Manager may have a direct or indirect interest or a relationship with another party, which may involve a potential conflict with the Portfolio Manager's duty to the Client. The Portfolio Manager shall not be liable to account to the Client for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions and the Portfolio Manager's fees shall not unless otherwise provided, be abated thereby. For example, such potential conflicting interests and duties may arise because:
 - The Portfolio Manager / the company undertakes investment business for other clients;
 - The Transaction is in securities issued by another client of the Portfolio Manager / the company
 - The Portfolio Manager / the company or its associates/group companies provide certain services (including underwriting services, private placement or arranger to the issue) to the issuer of Securities in which investment is made as part of the Portfolio.
- (2) The Client takes note of the potential conflict situations and confirms that notwithstanding this, the Portfolio Manager is authorized to make investments/disinvestments on behalf of the Client, whether or not such investment/disinvestments involve a conflict of interest.
- (3) The Portfolio Manager shall not invest any part of the Portfolio in Securities of its associates or group companies. The Portfolio Manager undertakes that in case of any such conflict of interest, it shall ensure fair treatment to all its clients and shall not place its own interest above the interest of its clients.
- (4) The Client shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate bodies which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.
- (5) The Client shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of all Securities held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 2011 ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary / Non-Discretionary Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.
- (6) The Client agrees and accepts that the Portfolio Manager may, from time to time
 - Acquire, have and/or maintain a position in any security similar to the Securities held, purchased part of the or sold for the Client forming Portfolio of the Client;
 - Purchase or sell on behalf of the Client any Security which forms part of the Portfolio Manager or its other clients or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other client(s);
 - Purchase or sell on its own account or on behalf of any other Client, any Security which forms part of the Portfolio of the Client.
 - Have a commercial or other relationship or agreement with share and stock-brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any Issuer of Securities whose Securities are purchased and/or sold for the Client;
 - Deal on the Client's behalf with any Affiliate of the Portfolio Manager as long as the terms are as favorable to the Client as would be ordinarily obtained from a concern which is not an Affiliate;
 - Act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;
 - Employ, retain or appoint any Affiliate of the Portfolio Manager as a broker, custodian, depository participant, investment adviser, research providers, merchant banker, consultants or in any other capacity for carrying out any of the functions or work relating to the Discretionary / Non-Discretionary Portfolio Management Services provided to the Client;
- (7) The Portfolio Manager may receive commissions and other payments from mutual funds, issuer, lead manager and other Issuers in respect of the purchase, sale or other dealings in Securities pursuant to this Agreement.

(8) The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or any of its Affiliates is the lead manager, underwriter, merchant banker, advisor or another intermediary.

IN WITNESS WHEREOF the Parties hereto have hereunder set their hands on the day and the date herein written:

Signed Sealed and Delivered at _____

By within Name Client

1. Sole / First Applicant

Signature of the Witness
Witness 1:

 Client Signature

Name and Address of the Witness

2. Second Applicant

Witness 2:

 Client Signature

Name and Address of the Witness

3. Third Applicant

 Client Signature

By PRP Edge Wealth Advisors Pvt Ltd.

Authorised Signatory

SCHEDULE "A"

LIST OF SECURITIES

PRP Edge Wealth Advisors Pvt Ltd.
 507, 5th Floor, Eros City Square,
 Rosewood City, Sector - 49-50,
 Gurugram - 122018, Haryana

Dear Sir,

Following is the list of Securities brought in at the time of the signing of the Agreement.

Name of the Security	ISIN Code	Quantity	Date of Acquisition	Rate of Acquisition (In Rs. Per share)

Note:

1. Attach Additional Sheets, if required.
2. Not mentioning the acquisition date and rate may result in the computation of capital gains, profit & loss, etc. as erroneous.
3. In case the Securities acquisition date and acquisition rate is not indicated, the Portfolio Manager will consider the date of this Agreement & prevailing market value as the relevant acquisition date and rate.
4. In the case of the Corpus from the client received in the form of Securities, the same will be valued on the basis of the closing market price of the previous day. (Note: If the valuation of the securities falls below the Minimum Participation Amount as prescribed by SEBI or Portfolio Manager, additional corpus in the form of securities shall be obtained from the client and the same shall be revalued at the closing market price of the previous day or the same shall be obtained in the form of funds.)

 Client Signature _____

SCHEDULE "B"**FEES & OTHER CHARGES**

Management fees and charges will be determined as agreed between Client and Portfolio Manager which is enumerated as follows for a selected Portfolio Plan(s):

Sr. No.	Particulars (Tick)	Basis of Calculation	Frequency
1.	a) Management Fees (Fixed) <input type="checkbox"/>	Fixed Fees of ___% p.a. of Daily Weighted Avg. AUM or Rs. _____ p.a.	Monthly
	b) Management Fees (Fixed +/Variable) <input type="checkbox"/>	Fixed Fees of ___% p.a. of Daily Weighted Avg. AUM Plus/or Variable Fees of ___% of returns Above ___% Hurdle Rate subject to High Water Mark level Where in the first year: Return = Closing NAV – Starting NAV And thereafter for the subsequent year: Return = Closing NAV – High Water Mark In case of interim contributions/withdrawals by clients, performance fees shall be charged after appropriately adjusting the high-water mark on a proportionate basis.	Monthly Annually
	Exit Load Fees	If exit within 12 months from the date of investment – ___% of the amount withdrawn or market value of securities withdrawn	On Redemption (Applicable on full and all partial redemptions)
2.	Other costs and expenses such as: <ul style="list-style-type: none"> ▪ Registrar & Transfer Fees ▪ Dematerialisation / ▪ Rematerialisation /Courier ▪ Brokerage & Transaction Costs ▪ Custodian / Depository ▪ Fund Accounting ▪ Securities Lending / Borrowing ▪ Certification / Professional ▪ Charges/Audit Fees ▪ GST, STT, Stamp Duty ▪ Insurance Expenses ▪ Other statutory fees/charges/taxes as may be levied from time to time. 	On Actuals	As and when incurred

Note:

Assets Under Management (AUM) shall mean the portfolio composition of the Client based on the daily average portfolio value marked to market, from time to time.

Management Fees relates to the Services offered to the Client. The fee may be a fixed charge or a percentage of the quantum of funds/assets managed or linked to portfolio returns achieved or a combination of any of these.

In the event the client makes any partial or complete withdrawal(s), the client shall be liable to pay the Fixed Fees and/or Variable fees thereon on pro-rata basis calculated up to and until the date of such withdrawal(s) and Hurdle rate shall be applicable on pro rata. The Fixed fee and Variable fee mentioned herein shall be payable by the Client at the time of making such withdrawal(s).

I/We have understood the fees and charges structure as mentioned above.

HERE CLIENT HAVE TO WRITE THE ABOVE-MENTIONED LINE IN HIS /HER OWN HANDWRITING

SIGNATURE

 Client Signature

Sole/First Applicant

Second Applicant

Third Applicant



CONCEPT OF HIGH-WATER MARK PRINCIPLE

Profit/performance shall be computed on the basis of high-water mark principle over the life of the investment, for charging of performance/profit sharing fee.

High Water Mark Principle: "High Water Mark" means value of the highest Closing NAV achieved by the Portfolio in any year during the subsistence of this Agreement (inclusive of any additional funds placed by the Client in that year) and net of (i) the Portfolio Management Fees and (ii) withdrawals, if any, made by the Client in accordance with this Agreement, for that year.

Provided that in no event shall the High-Water Mark be reckoned to be less than the Starting NAV as on the date of activation of the account.

Illustration: Consider that frequency of charging of performance fees is annual. A client's initial contribution is Rs.50,00,000, which then rises to Rs. 60,00,000 in its first year; a performance fee/ profit sharing would be payable on the Rs.10,00,000 return. In the next year, the portfolio value drops to Rs.55,00,000 hence no performance fee would be payable. If in the third year the Portfolio rises to Rs.65,00,000, a performance fee/profit sharing would be payable only on the Rs5,00,000 profit which is portfolio value in excess of the previously achieved high water mark of Rs.60,00,000, rather than on the full return during that year from Rs.55,00,000 to Rs.65,00,000.

In case of interim contributions/ withdrawals by clients, performance fees may be charged after appropriately adjusting the high-water mark on a proportionate basis.

ILLUSTRATION FOR FEES AND OTHER CHARGES

The assumptions for the illustration are as follows:

- (a) The computation is for illustrative purposes. The illustration provided and the terms offered to the client may differ, however, the principles of calculation remain the same.
- (b) Size of sample portfolio: Rs. 50 lacs over
- (c) The period is taken as One Year
- (d) Hurdle Rate: 8% of the amount invested
- (e) Custodian Charges / CSGI Charges / Brokerage / DP charges/transaction charges: Weighted Average of such charges (as a percentage of assets under management) levied in the past year / in case of new portfolio managers indicative charges as a percentage of assets under management (e.g., 0.5% p.a.)
- (f) Upfront fee (e.g., Nil)
- (g) Management fee (e.g., 1.5% p.a.)
- (h) Performance fee (e.g., 20% of profits over hurdle rate)
- (i) Fees calculated below are exclusive of GST charges, which will be charged as per prevailing GST rates.

Annexure - 1

Nature of Fees	Frequency of charge	Scenario 1 Gain 20%	Scenario 2 Loss 20%	Scenario 3 No Change
Capital Contributed		10,00,000	10,00,000	10,00,000
Less Upfront (e.g., Nil)		0	0	0
Assets under Management		10,00,000	10,00,000	10,00,000
Add: Gain or Loss on Investment based on the Scenario		2,00,000	(2,00,000)	0
Gross Value of the portfolio at the end of the year		12,00,000	8,00,000	10,00,000
Less: Amount of Custodian Charges / CSGL charges / Brokerage / DP charges / any other similar charges (e.g., 0.15% of Assets under Management)	Event Based	(1500)	(1500)	(1500)
Less: Management / Fixed Fees (e.g., 0.75% p.a. of Daily Weighted Average of Assets under Management. Refer the note below)	Quarterly	(8,250)	(6,750)	(7,500)
Less: Performance fees (if any). Refer calculation below	Yearly	(18,050)	0	0
Total charges during the year		(27,800)	(8,250)	(9,000)
The net value of the portfolio at the end of the year		11,72,200	7,91,750	9,91,000
% change over Capital Contributed		17.22%	-20.83%	-0.90%
Calculation of Performance Fees for the above				
Profit for the year		200,000	(200,000)	0
Less: Expenses charged		(9,750)	(8,250)	(9,000)
Profit after expenses charged		190,250	(208,250)	(9,000)
Less: Minimum profit level (e.g., Hurdle Rate @ 10% on Rs.10,00,000)		100,000	100,000	100,000
The amount on which Profit-Sharing Fees to be calculated		90,250	0	0
Performance Fees (e.g., @20%)		18,050	0	0

Note:			
Daily Weighted Average of assets under management assumed to be	11,00,000	9,00,000	10,00,000

SCHEDULE "C"

DISCLOSURE LIST

In the case of individuals, HUF and sole proprietorships:

PRP Edge Wealth Advisors Pvt Ltd.

507, 5th Floor, Eros City Square,
Rosewood City, Sector - 49-50,
Gurugram - 122018, Haryana

a) Companies in respect of which client has access to price sensitive information

I/We hereby declare that I/We have access to price sensitive information in the following bodies corporate, as per the particulars given below:

Sr. No.	Name of bodies corporate	Nature of Interest

I / We undertake to intimate Portfolio Manager in case of any additions/deletions/modification to the above including change in name, if any, of the body corporate.

b) Companies in which investment is not to be made

I/We hereby request not to invest in the following Companies / Body Corporate

Sr. No.	Name of the company

I / We hereby agree to keep you informed of any such restriction in the future.

NAME & SIGNATURE:

 Client Signature

Sole/First Applicant

Second Applicant

Third Applicant

SCHEDULE "D"**RISKS****[Pursuant to Clause 18]**

An indicative list of the risks associated with investing through the Services is set out below:

- i. Investments in securities are subject to market risks and include price fluctuation risks. There are no assurances or guarantees that the objectives of investments in securities will be achieved. These investments may not be suited to all categories of investors.
- ii. 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, the relatively small number of scrips accounting for the large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.
- iii. The past performance of the Portfolio Manager is not indicative of future performance. Investors are not being offered any guaranteed or indicative returns.
- iv. The Client stands a risk of loss due to lack of adequate external systems for transferring, pricing, accounting, and safekeeping or record keeping of Securities. Transfer risk may arise due to the process involved in registering the shares, physical and Demat, in the Portfolio Manager's name, while price risk may arise on account of availability of share price from stock exchanges during the day and at the close of the day.
- v. Investment decisions made by the Portfolio Manager may not always be profitable.
- vi. Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy, and asset allocation.
- vii. Not meeting the obligation to make Capital Contributions in terms of the Agreement may have implications as set out in the Agreement and may also impact the profitability of the Portfolio.
- viii. Equity and Equity Related Risks: Equity instruments carry both company specific and market risks and hence no assurance of returns can be made for these investments. While the Portfolio Manager shall take all reasonable steps to invest the Funds in a prudent manner in such instruments, such decisions may not always prove to be profitable or correct. Consequently, the Client shall assume any loss arising from such decisions made by the Portfolio Manager.
- ix. Macro-Economic risks: Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports may have a direct or indirect impact on the investments, and consequently the growth of the Portfolio.
- x. Liquidity Risk: Liquidity of investments in equity and equity-related securities are often restricted by factors such as trading volumes, settlement periods and transfer procedures. If particular security does not have a market at the time of sale, then the Portfolio may have to bear an impact depending on its exposure to that particular security. While Securities that are listed on a stock exchange generally carry a lower liquidity risk, the ability to sell these investments is limited by overall trading volume on the stock exchange. Money market securities, while fairly liquid, lack a well developed secondary market, which may restrict the selling ability of such securities thereby resulting in a loss to the Portfolio until such securities are finally sold. Even upon the termination of the Agreement, the Client may receive illiquid securities and finding a buyer for such Securities may be difficult. Further, different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays or other problems in settlement of transactions could result in temporary periods when the assets of the plan are un-invested and no return is earned thereon. The inability of the Portfolio Manager to make intended Securities purchases, due to settlement problems, could cause the Portfolio to miss certain investment opportunities.

- xi. Credit Risk: Debt securities are subject to the risk of the issuer's inability to meet the principal and interest payments on the obligations and may also be subject to the price volatility due to such factors as interest sensitivity, market perception, or the creditworthiness of the issuer and general market risk.
- xii. Interest Rate Risk: Is associated with movements in interest rates, which depend on various factors such as government borrowing, inflation, economic performance, etc. The value of investments will appreciate/ depreciate if the interest rates fall/rise. Fixed income investments are subject to the risk of interest rate fluctuations, which may accordingly increase or decrease the rate of return thereon. When interest rates decline, the value of a portfolio of fixed income securities can be expected to rise. Conversely, when the interest rate rises, the value of a portfolio of fixed income securities can be expected to decline.
- xiii. Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the Portfolio.
- xiv. The Client stands the risk of total loss of value of an asset which forms part of the Portfolio or its recovery only through an expensive legal process due to various factors which by way of illustration include default or non-performance of a third party, investee company's refusal to register a Security due to legal stay or otherwise, disputes raised by third parties.
- xv. Reinvestment Risk: This risk arises from the uncertainty in the rate at which cash flows from an investment may be reinvested. This is because the bond will pay coupons, which will have to be reinvested. The rate at which the coupons will be reinvested will depend upon prevailing market rates at the time the coupons are received.
- xvi. Non-Diversification Risk: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments. As mentioned above, the Portfolio Manager will attempt to maintain a diversified Portfolio in order to minimize this risk.
- xvii. Mutual Fund Risk: This risk arises from investing in units of Mutual funds. Risk factors inherent to equities and debt securities are also applicable to investments in mutual fund units. Further, scheme specific risk factors of each such underlying scheme, including a performance of their underlying stocks, derivatives instruments, stock lending, off-shore investments, etc., will be applicable in the case of investments in mutual fund units. In addition, events like a change in fund manager of the scheme, take over, mergers and other changes in status and constitution of mutual funds, foreclosure of schemes or plans, change in government policies could affect the performance of the investment in mutual fund units.
- xviii. Prospective clients should review / study the Disclosure Document carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial / investment matters and are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirements or restrictions relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of Portfolio and to the treatment of income (if any), capitalisation, capital gains, any distribution, and other tax consequences relevant to their Portfolio, acquisition, holding, capitalisation, disposal (sale, transfer or conversion into money) of Portfolio within their jurisdiction of nationality, residence, incorporation, domicile etc. or under the laws of any jurisdiction to which they or any managed funds to be used to purchase/gift portfolio of securities are subject, and also to determine possible legal, tax, financial or other consequences of subscribing / gifting, purchasing or holding portfolio of securities before making an investment.
- xix. The Portfolio Manager is neither responsible nor liable for any losses resulting from the Services.
- xx. Clients are not being offered any guaranteed/assured returns.
- xxi. The investments under the Portfolio may be concentrated towards equity/equity related instruments of companies primarily belonging to a single or few sectors and hence shall be affected by risks associated with those sectors.
- xxii. The Clients may not be able to avail of securities transaction tax credit benefit and/or tax deduction at source (TDS) credit and this may result in an increased incidence of tax on the Clients. The Client may incur a higher rate of TDS/

Dividend Distribution Tax in case the investments are aggregated in the name of the Portfolio Management Portfolio/Product.

- xxiii. The arrangement of pooling of funds from various Clients and investing them in Securities could be construed as an 'Association of Persons' (AOP) in India under the provisions of the Income-tax Act, 1961 and taxed accordingly.
- xxiv. In case of investments in Mutual Fund units, the Client shall bear the recurring expenses of the Portfolio Management Services in addition to the expenses of the underlying mutual fund schemes. Hence, the Client may receive lower pre-tax returns compared to what he may receive had he invested directly in the underlying mutual fund schemes in the same proportions.
- xxv. After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be a delay in deployment. In such a situation the Clients may suffer opportunity loss.
- xxvi. Clients will not be permitted to withdraw the funds/Portfolio (unless in accordance with the terms agreed with the Client). In addition, they are not allowed to transfer any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the Regulations.
- xxvii. In case of early termination of the Agreement, where Client Securities are reverted to the Client, additional rights available while the Securities were held as part of the Portfolio that was negotiated by the Portfolio Manager with an investee company or its shareholders may no longer be available to the Client.
- xxviii. Changes in Applicable Law may impact the performance of the Portfolio.
- xxix. Derivative transactions may be prone to problems of liquidity, mispricing, lack of or improper correlation with assets or such other reasons.
- xxx. Derivative transactions require maintenance of margins, adequate control mechanisms forecasting ability, etc.
- xxxi. Risks pertaining to stock lending: In the case of stock lending, risks related to the defaults from counterparties with regard to securities lent and the corporate benefits accruing thereon, the inadequacy of the collateral and settlement risks.
- xxxii. Risk arising out of non-diversification, if any.
- xxxiii. Specific Risk Disclosures associated with investments in Securitised Debt Instruments;
 - a) Presently, the secondary market for such securitized papers is not very liquid. This could limit the ability of the portfolio manager to resell them. Even if sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.
 - b) Securitised transactions are normally backed by a pool of receivables and credit enhancement as stipulated by the rating agency, which differs from issue to issue. Delinquencies and credit losses may cause depletion of the amount available under the Credit Enhancement and thereby the Investor Payouts may get affected if the amount available in the Credit Enhancement facility is not enough to cover the shortfall.
- xxxiv. Specific risk and disclosures associated with an investment in Structured Products like Index Linked Debentures;
 - a) The Structured Products like Index linked - Non-Convertible Debentures may lead to a portion of the funds being deployed in the derivatives markets including in the purchase of options. These investments are high risk, high return as they may be highly leveraged. A small movement in the underlying index could have a large impact on their value and may result in a loss.
 - b) The Issuer of Equity index-linked debentures or any of its Agents, from time to time may have long or short positions or make markets including in indices, futures, and options. The value of these Debentures invested into on behalf of clients could be adversely impacted by a price movement in the above securities.

- c) The Structured Products, even after being listed, may not have a market at all;
- d) The returns on the Structured Products, including those linked to the may be lower than prevailing market interest rates or even zero or negative depending entirely on the movement in the underlying index and futures values as also that over the life of the Debentures. Consequently, the Debenture holder may receive no income/return at all or negative income/return on the Debentures, or less income/return than the Debenture holder may have expected, or obtained by investing elsewhere or in similar investments.
- e) In the case of Equity Index-Linked Debentures, in the event of any discretions need to be exercised, in relation to method and manner of any of the computations including due to any disruptions in any of the financial markets or for any other reason, the calculations cannot be made as per the method and manner originally stipulated or referred to or implied, such alternative methods or approach may be at the discretion of the by the issuer and may include the use of estimates and approximations.
- f) At any time during the life of such Structured Products, the value of the Debentures may be substantially less than its redemption value. Further, the price of the Debentures may go down in case the credit rating of the Issuer goes down;
- g) The return and/or maturity proceeds hereon may not be guaranteed or insured in any manner by The Issuer of Structured Products.

SIGNATURE:

 Client Signature

Sole/First Applicant

Second Applicant

Third Applicant

RISKS PROFILING QUESTIONNAIRE & ASSESSMENT

Risk Profiling Questionnaire (to be filled by client)

Please answer all the questions by circling / ticking one of the options. Choose the option that best indicates how you feel about each question. If none of the options is exactly right for you, choose the option that is closest.

- 1. Compared to others, how do you rate your willingness to take financial risks?**
 1. Extremely low risk taker
 2. Very low risk taker
 3. Low risk taker
 4. Average risk taker
 5. High risk taker
 6. Very high-risk taker
 7. Extremely high-risk taker

- 2. How easily do you adapt when things go wrong financially?**
 1. Very uneasily
 2. Somewhat uneasily
 3. Somewhat easily
 4. Very easily

- 3. Have you ever invested a large sum in a risky investment mainly for the "thrill" of seeing whether it went up or down in value?**
 1. No
 2. Yes, very rarely
 3. Yes, somewhat rarely
 4. Yes, somewhat frequently
 5. Yes, very frequently

- 4. When faced with a major financial decision, are you more concerned about the possible losses or the possible gains?**
 1. Always the possible losses
 2. Usually the possible losses
 3. Usually the possible gains
 4. Always the possible gains

- 5. How do you usually feel about your major financial decisions after you make them?**
 1. Very pessimistic
 2. Somewhat pessimistic
 3. Somewhat optimistic
 4. Very optimistic

- 6. What degree of risk have you taken with your financial decisions in the past?**
 1. Very small
 2. Small
 3. Medium
 4. Large
 5. Very large

- 7. What degree of risk are you currently prepared to take with your financial decisions?**
 1. Very small
 2. Small
 3. Medium
 4. Large
 5. Very large

8. Most investment portfolios have a mix of investments - some of the investments may have high expected returns but with high risk, some may have medium expected returns and medium risk, and some may be low-risk/low return. (For example, stocks and real estate would be high-risk/high-return whereas cash and bank fixed deposits would be low-risk/low-return.)

Which mix of investments do you find most appealing? Would you prefer all low-risk/low-return, all high-risk/high return, or Somewhere in between?

Please select one of the seven portfolios listed below.

Mix of Investment in Portfolio

Portfolio	High Risk/Return	Medium Risk/Return	Low Risk/Return
1.	0%	0%	00%
2.	0%	30%	70%
3.	10%	40%	50%
4.	30%	40%	30%
5.	50%	40%	10%
6.	70%	30%	0%
7.	100%	0%	0%

9. You are considering placing one-quarter of your investment funds into a single investment. This investment is expected to earn about twice the bank fixed deposit rate. However, unlike a bank fixed deposit, this investment is not protected against loss of the money invested.

How low would the chance of a loss have to be for you to make the investment?

- 1. Zero, i.e., no chance of loss
- 2. Very low chance of loss
- 3. Moderately low chance of loss
- 4. 50% chance of loss

10. When making an investment, return and risk usually go hand-in-hand. Investments which produce above-average returns are usually of above-average risk.

With this in mind, how much of the funds you have available to invest would you be willing to place in investments where both returns and risks are expected to be above average?

- 1. None
- 2. 10%
- 3. 20%
- 4. 30%
- 5. 40%
- 6. 50%
- 7. 60%
- 8. 70%
- 9. 80%
- 10. 90%
- 11. 100%

CLIENT'S NAME & SIGNATURE:

 Client Signature



RISK PROFILING – ASSESSMENT

The information provided by you regarding your life indicates your risk-taking capacity as:

- Very low
- Low
- Average
- High
- Very high

Your responses imply your attitude towards risk as:

- Very low
- Low
- Average
- High
- Very high

Your investment risk profile is:

- A) Conservative**
Your primary investment goal is capital protection. You require stable growth and/or a high level of Income, and access to your investment within 3 years.

- B) Moderate**
Your primary investment goal is capital growth. You can tolerate some fluctuations in the value of your investment in the anticipation of a higher return. You don't require an income and you are prepared to invest for 5 years or more.

- C) Aggressive**
Your primary investment goal is long-term capital growth. You can tolerate substantial fluctuations in the value of your investment in the short-term in anticipation of the highest possible return over a period of 10 years or more.

CLIENT'S NAME & SIGNATURE:

 Client Signature

EXECUTIVE'S NAME & SIGNATURE:

Place: _____

Date: _____



POWER OF ATTORNEY

i

TO ALL TO WHOM THESE PRESENTS SHALL COME, I / WE, Mr. / Ms. / M/s.

(Individual / a company incorporated under the companies Act, 2013 / an LLP incorporated under Liability Partnership Firm Act, 2008) resident / registered office a _____

(Hereinafter referred to as "the Client" which expression shall, unless the context otherwise requires, be deemed to include his/her/its successors, administrators, executors and assigns) SEND GREETINGS:

WHEREAS:

By a Portfolio Management Agreement (hereinafter referred to as "the Portfolio Management Agreement") entered into between the Client of the One part and "**PRP Edge Wealth Advisors Pvt Ltd.**", a Company incorporated under Companies Act, 1956, and having its Registered office at **507, 5th Floor, Eros City Square, Rosewood City, Sector – 49-50, Gurugram, Haryana, India** and principal place of business at **507, 5th Floor, Eros City Square, Rosewood City, Sector – 49-50, Gurugram, Haryana, India** of the other part, the Client appointed PRP Edge Wealth Advisors Pvt Ltd., as the Portfolio Manager (hereinafter referred to as "the Portfolio Manager") to manage, invest and operate the assets of the Client (assets as defined under Discretionary / Non-Discretionary Portfolio Management Agreement) including, without limitation, with a power to appoint custodians, 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.

- A. The Portfolio Manager has agreed to provide Discretionary / Non-Discretionary Portfolio Management Services and I / We have agreed to avail the same under The Portfolio Management Agreement of even date and for effective fulfillment of the objectives of the Portfolio Management Agreement, I / We wish to appoint the Portfolio Manager as our constituted Attorney.
- B. By a Service Agreement dated **05-Aug-2021** (hereinafter referred to as "the Service Agreement") executed between the Portfolio Manager and **HDFC Bank Limited**, a Banking Company, having its Registered Office at **Empire Plaza 1, 4th Floor, Chandan Nagar, LBS Marg, Vikhroli West, Mumbai - 400 083** (hereinafter referred to as "the Service Provider" or "the Bank"), the Portfolio Manager has appointed the said bank as the Service Provider for certain administrative function of the Portfolio Manager and the said bank has agreed to act as the Service Provider for carrying out of various custodial and related administrative functions for the Portfolio Manager in its own name and/or in the names of the Clients of PRP Edge Wealth Advisors Pvt Ltd., subject to and in accordance with the terms and conditions mentioned in the Service Agreement.
- C. The Portfolio Manager has agreed to provide Discretionary / Non-Discretionary Portfolio Management Services and I / We have agreed to avail the same under The Portfolio Management Agreement of even date and for effective fulfillment of the objectives of the Portfolio Management Agreement, I / We wish to appoint the Portfolio Manager as our constituted Attorney.

I/ We do hereby confirm the appointment of the Portfolio Manager for the 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 and the Portfolio Manager agrees to act and provide portfolio management services for the Properties in the manner set out herein:

NOW KNOW YE ALL MEN THAT I / WE, the Client who are signatories to this Power of Attorney do hereby nominate, constitute, appoint and authorize the said PRP Edge Wealth Advisors Pvt Ltd., (the "Portfolio Manager") to act through any of the officers, 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:

1. To take investment/disinvestment decisions in respect of the Clients portfolio of assets.
2. To appoint nominate or engage any broker, custodian, intermediary and/or agent (collectively referred to as 'Service Provider') for effecting purchase, sale, and transfer of the Securities.

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3. To give instructions to the Service Provider to make necessary application(s) on behalf of the Client, to any Government, Quasi-government or local authorities in India including Securities and Exchange Board of India and Reserve Bank of India and for or incidental to purchase, sales, transfer of, or holding and/or continuing to hold shares, debentures, Government and other Securities, Units, Deposits, Bonds, Certificates of Deposit, Commercial paper, participation certificates, bills, options, notes, warrants and other Securities, instruments and investment whatsoever (hereinafter collectively called "the Securities") and to represent the Client in all respects before such authority or authorities and establish the ownership of the said Securities in the name of the Client.
4. To give instructions to the Service Provider 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 the Securities in the name of the Client, selling the Securities held in the name of the Client.
5. To give instructions to the Service Provider for or to renounce and sign the application and/or renunciation forms in respect of the Securities offered on rights, additional, preferential or other basis and to receive and hold such Securities.
6. To give instructions to the Service Provider to make an 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, Securities and Exchange Board of India 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 the requisition in accordance with Section 169 and/or any other applicable provisions of the Companies Act, 2013 or any other laws.
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 in the name of the Client pursuant to these presents.
10. To operate Depository Accounts to keep the Securities acquired in the name of the Client to these presents.
11. To operate accounts with professional clearing members, brokers, custodians, Depository Participants, banks and /or any other entities for the purpose of providing Discretionary / Non-Discretionary Portfolio Management Services in the name of the Client to these presents. 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, ratifies that it shall not exercise any right in relation to the operation of the accounts till the revocation of this Power of Attorney.
12. To operate the SLB Account subject to specific consent / authorization given by the client in writing and to provide the securities to the stock broker to participate in the Security Lending Scheme, 1997.
13. To give instructions to the Service Provider 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.
14. To give instructions to the Service Provider to deposit the monies with the Bank and to deposit all interest, dividends or profits in an account opened in the name of the Client, and to make such debit in the said account as may be necessary and in particular for purchase, acquisition of the Securities (which instructions may be given to the Service Provider either by the Client directly or through the Portfolio Manager acting as the Clients agent, through any of its officers, pursuant to the powers of the Portfolio Manager under the Portfolio Management Agreement for purchase / acquisition), 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.
15. 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, debentures, units, deposits and other investments 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.

- 16. 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.
- 17. To appoint any other agent or subagent and to delegate all or any of the powers given herein to such a person.
- 18. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquaintance, document and form, and other writing and do all lawful acts requisite for effecting the same.
- 19. 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.
- 20. To make such declarations, as may be required under applicable laws, being in force from time to time.

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

And 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 authorized by the Board of Directors 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 we further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, and employees as authorized by the Board as above from any and all costs, liabilities, and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

IN WITNESS WHEREOF the Client has caused this Power of Attorney to be executed at _____ the ____ day of _____ 20 ____.

SIGNED AND DELIVERED
By the within named client

CLIENT'S NAME & SIGNATURE:

- 1. _____ X _____
- 2. _____ X _____
- 3. _____ X _____

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

- 1. _____ X _____

Accepted By:
For PRP Edge Wealth Advisors Pvt Ltd.

Authorised Signatory



Authorised Signatory(s)

DECLARATION FOR TAX DEDUCTION AT SOURCE

The fees payable to the Portfolio Manager under this Agreement comes under the ambit of “Professional Fees or fees for technical services” under Section 194J of the Income Tax Act, 1961. As the section calls for withholding tax, the Client is required to withhold tax on all fees that are payable to the Portfolio Manager under this Agreement, if the Client is:

- a) An Individual / HUF whose total sales / gross receipt or turnover from business or profession carried on by him exceed the monetary limit specified under clause (a) or clause (b) of Sec. 44AB during the previous year immediately preceding the financial year.

Declaration by Persons Liable to deduct TDS

I/We hereby undertake to pay to the Central Government the applicable withholding tax on the Professional fees payable to PRP Edge Wealth Advisors Pvt Ltd. as per the provisions of Sec. 194J of the Income Tax, 1961 within the specified due dates.

I/We hereby confirm and undertake that PRP Edge Wealth Advisors Pvt Ltd. Or its Directors, officers, employees shall not be made liable for any default for non-withholding taxes in this regard.

I/We also further understand and agree that the Portfolio Manager shall refund the withholding tax amount on submission of sufficient proof, within three months of the receipts of the debit note, to the Portfolio Manager evidencing the payment of such withholding tax to the appropriate authorities.

Thank You,

Yours Truly,

SIGNATURE:

 Client Signature

Sole/First Applicant

Second Applicant

Third Applicant

Place: _____

Date: _____

ACKNOWLEDGMENT OF DISCLOSURE DOCUMENT

To,

PRP Edge Wealth Advisors Pvt Ltd.
507, 5th Floor, Eros City Square,
Rosewood City, Sector - 49-50,
Gurugram - 122018, Haryana

Dear Sir,

I /We confirm the receipt of Disclosure Document provided by **PRP Edge Wealth Advisors Pvt Ltd.** at least two days prior of entering into the Agreement for the Portfolio Management Services offered by the Company and confirm having read and understood the contents of the same.

Thank You,

Yours Truly,

SIGNATURE:

 Client Signature

Sole/First Applicant

Second Applicant

Third Applicant

Place: _____

Date: _____

FORMAT OF BOARD RESOLUTION (ON LETTERHEAD)

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF
name of the company HELD AT place ON _____

date AT time A.M./P.M.

“RESOLVED THAT the Company do hereby appoint PRP Edge Wealth Advisors Pvt Ltd. as its Portfolio Manager to avail Discretionary Portfolio Management and other services as per the terms and conditions as may be prescribed by PRP Edge Wealth Advisors Pvt Ltd. from time to time.

RESOLVED FURTHER THAT the company do hereby open a demat account with _____, exclusively for the purpose of Portfolio Management Services to be rendered by PRP Edge Wealth Advisors Pvt Ltd. such that the said demat be exclusively operated by PRP Edge Wealth Advisors Pvt Ltd. for this purpose.

RESOLVED FURTHER THAT the company do hereby execute a Power of Attorney, or such other documents as may be required in favor of PRP Edge Wealth Advisors Pvt Ltd. for the purpose of operating such demat account designated for the purpose of Portfolio Management Services.

RESOLVED FURTHER THAT the following Directors/Authorized Signatories of the Company be and are hereby severally/jointly authorized, as per the mode of operation mentioned below, to:

Sr. No.	Name	Designation	Mode of Operations	Signature

- sign and execute all such necessary documents including application forms, agreement, undertakings, indemnities, Power of Attorney, documents relating to the Portfolio Management Services, Bank account opening, Demat Account Opening, and securities transactions/transfers, on behalf of the Company, as may be required from time to time; and
- do all such acts, deeds, and things as may be necessary and incidental thereof for the purpose of giving effect to this resolution

For _____ (Company Name)

Name & Signature
(Director/Company Secretary)

Note: Signature of Minimum Two Directors OR the Company Secretary