

DRCHOKSEY FINSERV PRIVATE LIMITED.

Address: 5th Floor, Abhishek Building, Behind Monginis Cake Factory,
Off New Link Road, Andheri (W), Mumbai 400058

Investment Advisory agreement between

DRChoksey Finserv Private Limited

and

(Party name)

(a) the client consent is on the following understanding:

“I/ We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.

Based on our written request to DCFPL (Investment Adviser), an opportunity was provided by DCFPL to ask questions and interact with the team of DCFPL for the investment advice”.

(b) Declaration by DCFPL that:

- DCFPL as an Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- DCFPL as an Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client’s liability towards fees owed to the Investment Adviser.
- DCFPL as an Investment Adviser shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

(c) Fees specified under Investment Adviser Regulations and relevant circulars issued thereunder is 2.5% of AUA or fixed fee of Rs. 1,25,000/- per client.

(d) Fees charged to the client is ____% of AUA and/or Rs. _____ p.a.

X Client name:	For DRChoksey FinServ Private Limited Authorized Signatory
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Investment Advisory Agreement

This Investment Advisory Agreement (hereinafter called "Agreement") made at Mumbai this ____ day of ____, 20__ by and BETWEEN DRChoksey Finserv Private Limited. a Company within the meaning of the Companies Act, 1956 and having its Registered Office at 5th Floor Abhishek Building Behind Monginis Cake Factory Off New Link Road, Andheri West Mumbai-400058 (hereinafter referred to as "DCFPL " which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the FIRST PART.

AND

Mr./Ms/Mrs./Messrs _____

(Resident Indian/ Non - Resident Indian/ HUF/ Firm/ Company/ Trust) residing/ having its residence/ registered address at

(hereinafter referred to as the 'Client', which expression shall, unless it be repugnant to the subject or context thereof, be deemed to include his/ her heirs, legal representatives, executors, successors and permitted assigns) of the OTHER PART

Both DCFPL and the Client shall individually be referred to as "party" and collectively referred to as "parties".

W H E R E a S:

- (a) DCFPL is a SEBI registered Investment Adviser having SEBI registration number **INA000017903**.
- (b) DCFPL is a SEBI registered Portfolio Manager having SEBI registration number **INP000007906**.
- (c) DCFPL is a SEBI registered Research Analysts having SEBI registration number **INH000011246**.
- (d) DCFPL is also AMFI registered Mutual Fund Distributor under registration No. **256167**
- (e) DCFPL is engaged, inter alia, in the business of Financial Planning and Investment Advisory services.
- (f) The Client has approached DCFPL to provide Financial Planning and Investment Advisory services in accordance with the terms and conditions hereinafter set forth, and DCFPL has agreed to provide Investment Advisory services in accordance with the said terms and conditions along with the fee structure and mechanism for charging and payment of fee.
- (g) The Client has satisfied itself of the capability of DCFPL to provide Financial Planning and Investment Advisory services. The Client has agreed to be bound by the terms and conditions of this Agreement.

- (h) The Client has provided all the necessary KYC information and undertakes to comply with the KYC requirements on a continuous basis.
- (i) The parties have full power, competency, legal capacity and authority to execute, deliver and perform this agreement and have taken all necessary permissions, consents etc. to authorize the execution, delivery and performance of this agreement and to ask questions and interact with persons' associated with the investment advice.

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

1. Definitions and Interpretation

1.1 Definitions

In this Agreement unless the context or meaning otherwise requires, the expressions used in this agreement shall have meaning assigned here in when used in this agreement

- a) "consideration" means any form of economic benefit including non-cash benefit, received or receivable for providing investment advice;
- b) "financial planning" shall include analysis of clients' current financial situation, identification of their financial
- c) "goals" represent the desired result that the client intends to achieve, and the Investment Adviser help in developing and recommending financial strategies to realise such goals;
- d) "investment advice" means advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication for the benefit of the client and shall include financial planning, provided that investment advice given through newspaper, magazines, any electronic or broadcasting or telecommunications medium, which is widely available to the public shall not be considered as investment advice for the purpose of these regulations;
- e) "investment adviser" means any person, who for consideration, is engaged in the business of providing investment advice to clients or other persons or group of persons and includes any person who holds out himself as an investment adviser, by whatever name called;
- f) "KRChoksey Insurance Advisors Ltd (KRCIAL)" refers to an associate of KRChoksey Holdings Pvt Ltd., who are IRDA registered insurance brokers.
- g) "Securities" shall mean all the services as defined in Sec 2(h) of Securities contract (Regulation) Act,1956 and shall include but not limited to shares, scrips, stocks, bonds, warrants, options, futures, convertible debentures, non-convertible debentures, fixed return investment, equity linked instruments or other marketable securities of a like nature in or of any incorporated company or other body corporate, depositories or other money market instruments , commercial paper, certificate of deposit, unit issued by Unit Trust of India and units issued by Mutual funds, Portfolio

management product managed by Portfolio managers, mortgage backed or other asset backed Securities issued by any incorporated company and Securities issued by the Central Government or State Government for the purpose of raising public loan and having one of the forms specified in Clause(2) of Section 2 of the Public Debt Act,1914, American Depository Receipts, Global Depository Receipts, any other new form of capital or money market instruments that maybe issued in the future by any incorporated company/firm/institution or Government subject to the same being permissible under applicable law include existing portfolio of client.

- h) "Structured Product" Includes a market linked product with a pre-packaged investment based on equities, derivatives, basket of securities, options, indices, commodities, debt issuances and/ or foreign currencies, and to a lesser extent swaps
- i) "Third Party Product" means any other financial products or structured product offered by any other person other than that of DCFPL.

1.2 Interpretation: In this Agreement, unless the context otherwise requires:

- a) a reference to Portfolio shall refer only to a specific Portfolio as agreed upon between parties. All clauses of this agreement shall refer to this only.
- b) references to persons shall include individuals, HUFs (Hindu Undivided Family) bodies corporate (wherever incorporated), unincorporated associations, Trusts, partnerships and proprietorships.
- c) the headings are inserted for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- d) references to one gender include all genders;
- e) any reference to any enactment, statutory provision, rule or regulation is regulation to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- f) Words in the singular shall include the plural and vice versa;

Any reference to a Clause, Schedule or Annexure shall be deemed to be a reference to a Clause, Schedule or Annexure of or to this Agreement;

2. Appointment

The Client hereby appoints DCFPL and DCFPL hereby accepts such appointment to provide Investment Advisory services in accordance with the provisions of this Agreement as mandated under the Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 (hereinafter referred to as "the Regulation"). DCFPL shall be acting solely in its capacity as an advisor and facilitator to the client and shall not at any point in time accept or hold in its account any funds or securities from client and/ or securities.

3. Scope of Services

3.1 DCFPL shall agree to provide Financial Planning and Investment Advisory services which shall be limited to advising client with respect to portfolio strategy and investment & divestment of securities,

Structured products, third party products related to securities in financial market, Mutual fund products, Life Insurance policies, General Insurance policies, Housing/ personal finance related services to the Client on non-binding basis. It is the sole and absolute discretion of Client whether to act or not to act upon the advice so given by DCFPL. DCFPL 's role is limited to advising the Clients and in no event DCFPL shall be held liable for any claims of losses or damages made by the Client in respect of amount invested or transacted. DCFPL shall act in fiduciary capacity towards its clients at all times.

- 3.2 DCFPL does not provide any guarantee, warranty, insurance or assurance (Express or Implied) as to the achievement of the objectives or recommendations made for Investment/ Disinvestments or as to appreciation in the Portfolio Value of Client.
- 3.3 Client expressly agrees & acknowledges that any information contained in DCFPL 's brochure or other material or otherwise communicated by DCFPL shall not be construed by the Client as the basis of investment and Client should make an independent assessment.
- 3.4 The services rendered by DCFPL are purely advisory in nature and the Client shall take the final decision on the type of instruments, proportion of exposure and tenure of the investments.
- 3.5 DCFPL shall advise the client in any of the following modes:
 - i. writing or
 - ii. telephone, email, fax, telex, sms, or
 - iii. publication, brochures, secures web access, etc.
 - iv. such other mode as may be mutual agreed between the parties

4. Functions of Investment Adviser:

DCFPL including its principle officer and all persons associated with the investment advice, shall:

- 4.1. Comply with the Regulation and its amendments, rules, circulars and notifications.
- 4.2. Comply with eligibility criteria as specified under the Investment Adviser Regulations at all times.
- 4.3. Do the Risk profiling of the Client based on the information given by the Client and accordingly give investment advice to the Client. The Client shall have the right to choose the Client's Financial Instruments and shall be responsible to act or not to act upon the advice keeping in mind the Client's objective, financial capability and risk appetite, for which DCFPL holds no liability of whatsoever nature.
- 4.4. Provide report to clients on potential and current investments.
- 4.5. Maintain records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Regulation.
- 4.6. Comply with provisions regarding audit as per the Regulation.
- 4.7. Undertake to abide by the Code of Conduct as specified in the Third Schedule of the Regulation.

5. Investment Objectives and guidelines:

- 5.1. DCFPL undertakes that as an investment adviser it shall make recommendations where the advices would be of direct implementation i.e. direct schemes/ direct codes, and other client specifications/ restrictions on investments, if any, where DCFPL would not be in receipt of any commission/ brokerage/ advisory fee from the AMC/ Managers/ Owners of the investment being recommended.
- 5.2. Particulars regarding financial plan or model or strategy as agreed with the client would be based on the risk profiling conducted of the client, total AUA of the client and time period for deployment as specified by the client.
- 5.3. DCFPL would only provide assistance with respect to understanding of the Tax aspects to the investment advice and the advisory fee, however the clients are requested to refer the tax applicability on the investment advice from their tax consultant's / tax advisers.

6. Risks

- 6.1. The Client acknowledges that the Client is aware and has understood the risks associated with investing in various asset classes including but not limited to capital and money market instruments including equities, derivatives, mutual fund schemes and other securities.
- 6.2. The Client expressly agrees and acknowledges that all investments are subject to market and other related risk and there is no assurance or guarantee, whether directly or indirectly, that the value of return on investment will always be accretive and it could depreciate to an unpredictable extent also.
- 6.3. DCFPL shall not be liable for anything bonafide done or omitted to be done or for any loss suffered by Client by action upon such advice or information. DCFPL shall not be responsible for the consequences of any mistake or oversight or error of judgment on the part of DCFPL or any attorney or agent or of any other person appointed by it hereunder.
- 6.4. The Client understands that DCFPL is providing only Advisory services and the Client may invest/ transact based on such advice received from DCFPL as per Client's own risk perception, investment goals, financial capability, etc. and shall do so entirely at Client's own risk and costs and shall not hold DCFPL liable, financially or otherwise, under any circumstances whatsoever.
- 6.5. At no point of time, the Client shall hold DCFPL its directors, employees, affiliates, group, associates, agents etc. liable for acting on/ following the investment advisory services rendered by DCFPL and/ or its employees/ associates.
- 6.6. The Client hereby indemnifies and agrees to keep DCFPL and every person appointed by DCFPL at all times saved, defended, harmless and indemnified, from and against any and all losses, damages, costs, outgoings, consequences or expenses whatsoever arising out of or in relation to the investments made by the Client based on the recommendation of DCFPL and the services rendered by DCFPL including any charges, costs, expenses, etc.

6.7. DCFPL shall not be liable for any errors or inaccuracies in any of the publically available information that may be provided to the Client by DCFPL. DCFPL shall be under no duty to verify compliance with any restrictions on the client's investment powers.

6.8. It is expressly stated and understood by and between the parties that direct or indirect Investments in the capital markets are subject to risks i.e. market, currency, economic, political and business risks associated with equity linked investments, mutual fund schemes and other securities including risks relating to fluctuation in or erosion of value of investments made. The Client agrees that it is entering into this Agreement with full knowledge and awareness of such risks.

7. Validity of Advisory services:

Advisory service shall be valid for a minimum period of _____ (days/ months/ years) and shall be renewed along with the terms and conditions after review of the agreement by the client.

8. Amendments

The agreement may be amended by mutual written consent of the parties. KRCIHPL 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 and the same shall be intimated to the Client in such mode as KRCIHPL deems fit. In case the client continues to deal with KRCIHPL subsequent to the intimation of such amendments it shall be deemed that the Client is agreeable to the amended clauses.

9. Termination

This agreement shall continue to subsist unless terminated in accordance with the provisions of this agreement. This agreement shall be terminated forthwith in the following circumstances and provision of Clause below becomes operative

- a) Operation of law, such that Agreement would become void, illegal etc
- b) Bankruptcy or liquidation of the investment advisor
- c) Bankruptcy or liquidation of the client

In case of suspension of the certificate of registration of the Investment Adviser, the client may be provided with the option to terminate the agreement.

This agreement can be terminated by either party by giving thirty days' advance notice in writing. Both the parties hereby agree that such termination shall not affect the rights of any party in relation to any transaction effected prior to the date of termination and the parties shall be entitled to the same rights and be liable for its obligations in respect of all such transactions of the agreement.

Upon termination by either party all outstanding fees in accordance to this agreement due to DCFPL at that time shall be settled in full within thirty (30) days.

10. Implications of Amendments and termination

The implications of Amendment, Termination and assignment, such as set off of fees received by the Investment Adviser, refund of fees, completion/ termination of investment-in-progress, transition support obligations of DCFPL, etc. shall also be as agreed mutually by both the parties.

11. Relationship with related parties

The Investment Adviser to clearly declare that it is carrying on its activities independently, at an arms-length basis with its related parties as disclosed in the IA Disclosure Document

12. Investment Adviser engaged in other activities:

DCFPL to represent to the client that:

- (i) it maintains an arms-length relationship between its activities as an investment adviser and other activities and to covenant that this arm's length relationship shall be maintained throughout the tenure of advisory service;
- (ii) They shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client.
- (iii) They shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client;

13. Representation to client

DCFPL ensures that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by them.

14. No right to seek Power of Attorney

DCFPL declares that it shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

15. Conflict of Interest

15.1. The Client understands that DCFPL serves as an Investment Adviser for other clients and will continue to do so. The Client also understands that DCFPL may give advice or take action in performing its duties to other clients, or for its own accounts that differ from advice given to or acts taken for the Client. DCFPL is not obligated to buy, sell or recommend for the Client any security that other Investment Adviser may buy, sell or recommend for any client or for its own accounts.

15.2. DCFPL shall disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the client's securities/ investment products.

16. Maintenance of accounts and Confidentiality:

DCFPL shall be responsible for maintenance of clients' accounts and data as mandated under the Regulation. The terms and conditions of this Agreement, and all information and recommendations furnished by DCFPL to the Client, shall be treated as confidential by the Client, and shall not be disclosed

to third parties 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. Notwithstanding the foregoing, the Client hereby gives his consent to disclose the details as mentioned in the Client registration form and/ or any other information pertaining to the Client or his Portfolio to DCFPL or to any affiliate/ associates/ group of DCFPL for including the Client's name in any list of clients of DCFPL or using the Client's name for sales, marketing or other reference purposes.

17. Fees and charges

- 17.1. In consideration of DCFPL rendering the Advisory services, the Client agrees to pay fees and charges to DCFPL at such rates as specified in the Schedule – 1 of this agreement. The Schedule of charges/ fees is subject to change by DCFPL with prior notice and consent of the Client to such changes.
- 17.2. The Client hereby agrees to pay all charges/ fees/ out of pocket expenses levied by Investment advisor in respect of providing investment advisory services.
- 17.3. The Client agrees to pay the advisory fees which is combination of fixed /upfront fee and performance fees in respect of advisory services offered by DCFPL which is agreed by the Client and DCFPL as per the signed proposal.
- 17.4. The Initial corpus on which advisory fees would be charged is as per information provided by the client in this agreement. Any subsequent addition to the initial corpus in the form of cash or securities shall be indicated at the time of addition and value of the same date / next day for calculation of performance based fees. Similarly, an investment to be deleted from the corpus would be deleted on the said date with a signed letter from the client.
- 17.5. It is also disclosing to the client that the associate KRCIAPL may consideration by way of Insurance Commission for advisory service provided on Insurance product.
- 17.6. The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.
- 17.7. Client agrees to pay Investment advisory fees as per tariff sheet signed by the Client. If, for any reason, client is not paid fees than DCFPL shall have right to withheld service until full payment is received. If payment in full is not received from client, DCFPL reserves the right to cancel your service. Upfront/ Fixed fees will apply whether or not you actually use Investment advisory service and will not be refunded in any circumstance. The Client also permits to recover fees in the event of non-payment where Client discontinues services, by selling of their investment which is held/ maintained with affiliate/ associate/ group companies of DCFPL or other stockbroker.

18. Liability of DCFPL

- 18.1 DCFPL shall not in the absence of gross negligence on DCFPL 's part, be liable to the client for any act, omission or delay by the Mutual Funds/ Issuers under this Agreement or for any claims which the client may suffer or incur as a result of or as results of or in course of discharge by DCFPL.
- 18.2 Without prejudice to what is stated above, DCFPL shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under this Agreement which is caused directly or indirectly by any event or circumstances beyond DCFPL 's reasonable control.
- 18.3 DCFPL shall not be liable for and the client shall indemnify DCFPL for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorised use of the Client's signature.
- 18.4 DCFPL will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the client by DCFPL. DCFPL shall be under no duty to verify compliance with any restrictions on the client's investment powers.
- 18.5 DCFPL will not be liable for any loss, damage, cost, charges or damages, cost, charges or expenses directly or indirectly caused by reason of any defeats or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone, satellite, postal system or any other medium or mode of communication.
- 18.6 If notwithstanding anything stated herein DCFPL or any employee of DCFPL gives any advice or makes any representation to the client than DCFPL shall have no liability for any such advice or representation mode as it will be the client's responsibility to make an independent assessment.
- 18.7 Past results are not a guarantee to future performance. Yield or performance fluctuates and reflects past results yield or Mutual Funds/ Securites past performance should not be considered as an indication or gurantee of future yield or results
- 18.8 DCFPL shall be under no duty to assess the prudence or otherwise of any instruction given by the client or to give any advice in relation thereto and would be justified in acting on the Client's instructions irrespective of their prudence or otherwise.
- 18.9 DCFPL shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/ funds or any other market conditions.

19. Representations and covenants

Adequate and appropriate representations about qualifications of the adviser, principal officer, persons associated with the investment advice, receipt of all applicable approvals and consents (from regulatory/ statutory bodies, third party consents, corporate approvals etc.) and covenant to maintain them throughout the validity of advisory service.

20. Death or Disability of client

DCFPL would like to provide that in the event of client's death / disability, succession, nomination, representation of the client it would be willing to provide its services to the legal heirs / authorised representative of the client as per the terms as may be agreed. DCFPL would not be held responsible in case of any assistance provided on the basis of part of information that may be shared by the client / legal representatives.

21. Death or Disability of Investment Advisor

The Investment Adviser being a corporate entity the point of Death or Disability of the Investment Adviser is not applicable as the corporate entity is an artificial Judicial person. However, in case of winding up / liquidation of the Investment Adviser, The Investment Adviser will provide all assistance for closure of its services to the clients. The client will have the option of discontinuing their services with KRCIHPL. The advances received if any from the client will be refunded or settled as may be required.

22. Settlement of Disputes and provision for Arbitration

All disputes, differences, claims and questions whatsoever, which may arise either during the subsistence of this Agreement or afterwards between the parties hereto and/ or their respective representatives touching these presents or any Article or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained herein shall be in the first place settled by mutual discussions between the parties, failing which the same shall be referred to and settled by arbitration in accordance with and subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration shall be held in Mumbai and conducted in English language.

Adequate provisions to cover protection of acts done in good faith as well as for dispute resolution mechanism including arbitration that may be specified under the Regulation.

23. Grievances

Where the Client has any grievances, clients should promptly notify the same to DCFPL in writing giving sufficient details to enable DCFPL to take necessary steps. DCFPL, on receipt of any such grievances, shall take prompt action to redress the same. The Client can also send an email to grievance@devenchoksey.com or register the complaint on the SCORES system of SEBI.

DCFPL shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

24. Severability

If any provisions of this Agreement, or the application thereof to any person or circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the unenforceable provision.

25. Force Majeure

DCFPL shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, DCFPL shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

26. Client' Rights

Notwithstanding the provisions of this Agreement, the Client may, if he so desires, seek advice on the portfolio strategy, investment or disinvestment from any person other than DCFPL as it may deem fit. The Client has its sole discretion to decide on whether to act upon the advice given by DCFPL and DCFPL shall have no power, authority, responsibility or obligation to ensure or cause the client to act upon the advice given by DCFPL pursuant to this agreement. If Client wishes to discontinue advisory service offered by DCFPL, he can discontinue service by giving one-month notice and he has to agree to pay 1-month fee.

27. Third Party Risk

DCFPL shall not be liable for any loss or damage caused by reason of failure or delay by the Mutual Funds/ Issuers to deliver any units of Mutual Funds/ Securites of Issuer Purchased on advise offered by DCFPL even though payment have been made for the same or failure or delay in making payment in respect of any units of Mutual Fund/ Securites of Issuers sold though they may have been delivered and the Client shall hold DCFPL harmless and free from any claim in respect thereof.

28. Protection of Act done in good faith

DCFPL 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 investments made by DCFPL or any employees, agents, affiliates, group, associates etc.

29. Governing Law - Jurisdiction

This Agreement shall be governed by, construed and enforced in accordance with the laws of India. This Agreement shall be subject to the SEBI Regulations. The Parties agree that, except to the extent otherwise provided in the Act and the Regulations, any action or suit involving this Agreement or the performance by either party of its obligations hereunder, shall be subject to the jurisdiction of the Courts in Mumbai, India and decision of the Arbitrator shall be final and binding on the parties.

30. Notices

All notices, instructions and other communications pursuant to this Agreement shall be deemed to be duly given or received by the appropriate party as of the date on which it is delivered in writing (or, if mailed, on the third business day after the date on which it is deposited in the mail, first-class postage prepaid) to the attention of the Client at the address opted in the Client registration form as correspondence address and in case of DCFPL addressed to 5th Floor Abhishek Building Behind

Monginis Cake Factory Off New Link Road, Andheri West Mumbai-400053 Email ID: compliance@devenchoksey.com or to such other address or addresses as either of the parties shall subsequently furnish to the other party in writing.

31. General

- 31.1. The Client shall read and shall be deemed to have read and understood the terms, conditions, rules and regulations of the Financial Instrument(s) prior to investing in the same. All investments made by the Client are exclusively at the sole risk of the Client. Additional risks and uncertainties not presently known to DCFPL or those it currently deems immaterial may also have an adverse impact on the investment of the Client. There can be no assurance that the Client's investment objective will be achieved. The Client shall not, subsequent to making any investment or otherwise and whether or not on DCFPL's recommendation or advice, raise any concerns, disputes, issues regarding any investments made and/or the terms and conditions on which the same were made. DCFPL or its directors, officers, employees or agents, affiliates, group, associates etc. will not indemnify the Client against any loss or damage suffered by the Client in acting upon the advice given by DCFPL, its directors, officers, employees or agents including loss or damage suffered due to depreciation in the value of such Financial Instruments and loss or damage suffered in the process of the settlement, sale or transfer of securities and other investments.
- 31.2. The results of Risk Profile as per the Risk Profiling Questionnaire and assessment have been produced based on the information provided by the Client to DCFPL. The results are to assist the client when considering any investment that client might undertake. Any change in information including financial information of the client needs to be informed by the Client to DCFPL immediately.
- 31.3. The Client hereby confirms and agrees that client shall provide any and all information and documents, as may be required by DCFPL at its sole discretion, from time to time for satisfying "Know Your Client" and other requirements. If the Client fails to provide the information or documents or provides improper or incorrect information or documents, DCFPL shall have a right to terminate this Agreement.
- 31.4. DCFPL shall regularly circulate to the Client the value of its suggested stocks/investments based on the advisory services under this agreement. DCFPL shall periodically confirm with the Client about the investments done by the Client pursuant to the advisory provided by DCFPL. The Client agrees to cooperate in providing the details of their investment pursuant to the advice by DCFPL for better management of its suggested stocks/investments. For this purpose, DCFPL may seek confirmation over e-mail, which the Client agrees to provide in a timely manner.
- 31.5. In case Client at its own free will and consent wishes to execute transactions based on the advice given by DCFPL with affiliate/ associate/ group companies of DCFPL or other stock broker then Client permits DCFPL to receive details of Client's investment/ account position from its affiliates/ associates/ group companies or any other stock broker.
- 31.6. The Client is aware that DCFPL has a system of tape-recording the conversations between the Client's representative and DCFPL, over the telephone, and hereby permits DCFPL to do so. Such recordings

may be relied upon by DCFPL as and when required to resolve disputes in connection with the transactions.

- 31.7. In the event of death of a Client, the legal beneficiary of the Client shall intimate DCFPL of the death of the Client as soon as possible, and this Agreement shall thereupon terminate immediately upon receipt of the intimation of death of the client.
- 31.8. The Client declares that there are no legal, quasi-legal, administrative, arbitrations, conciliation or other proceedings, claims, actions, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudicially affect the due performance or enforceability of this agreement or any obligation, act, omission or transaction contemplated hereunder.
- 31.9. This agreement does not limit DCFPL in any way from buying, selling or trading in any security or other investments for its own accounts.

32. Indemnities

Without Prejudice to the right of indemnity available to DCFPL under any law, the Client agrees to indemnify and hold DCFPL harmless to the full extent against

- a) Any and all lawful claims, losses, damages, liabilities, cost & expenses as incurred in connection with investigation of, preparation for and defence of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done or DCFPL'
- b) For any negligence/ mistake or misconduct by the client
- c) For any breach or notn-compliance by the client of the rules/terms and conditions stated in this Agreement.

33. Assignment

The Client cannot to assign, transfer, charge or in any manner make or create any third party right or interest in this agreement or the client's obligations, liabilities, benefits or rights, without the prior written consent of DCFPL.

34. No Waiver

Save and except as expressly provided in this agreement, no exercise or failure to exercise or delay in exercising any right, power or remedy vested in this agreement shall constitute a waiver by that party of that or any other right, remedy or power.

35. Alteration

DCFPL 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 and the same shall be intimated to the Client in such mode as DCFPL deems fit. Incase

the client continues to deal with DCFPL subsequent to the intimation of such amendments it shall be deemed that the Client is agreeable to the amended clauses.

36. Supremacy

This agreement embodies the entire understanding between the parties hereto relating to the subject matter hereof and supersedes understandings, representations or warranties of any kind, oral or written, if any except for what is expressly set forth herein.

37. Specific Performance

The parties agree that damages may not be an adequate remedy and DCFPL shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Client from committing any violation or enforce the performance of the covenants, representations and obligations contained in this agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the parties may have at law or in equity, including right for damages.

38. Tax Treatment

In view of the individual nature of tax benefits, each Client is advised to consult their Tax advisor with respect to specific to implications arising out of their investment.

39. Miscellaneous

39.1 No terms or provision of this agreement may be waived except in writing signed by the parties against whom such a waiver or change is sought to be enforced

39.2 This Agreement is entered into between the parties on a principal-to-principal basis and nothing contained in this agreement shall be deemed to constitute agency or partnership between parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered in their names and on their behalf by the undersigned, there unto duly authorized, and under their respective seals, as of the day and year first written above.

Initial of First / Sole Holder
/ Authorized Signatory

Initial of Second Holder
/ Authorized Signatory

Initial of Third Holder
/ Authorized Signatory

SCHEDULE 1 – TERMS OF FEES AND BILLING

- The quantum and manner of payment of fees for investment advice rendered.
- Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement;
- Illustration(s) on how the fee will be determined;
- Whether payment to be made in advance;
- Type of documents evidencing receipt of payment of fee;
- Periodicity of billing with clear date and service period.