

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement is made on **2021-11-22** between Mr. Harish Menon who is a SEBI registered Investment Adviser having registered number INA000012838 and having its office at 3/803, Dahlia, Vasant Valley, Near Khadakpada, Kalyan West, Mumbai 421301, hereinafter called the **Investment Adviser**

AND

Karthikeyan Damodaran having his / her/ their residence at **G204, Springfields, Sarjapur Road, Bangalore, Karnataka, India, 560102** , hereinafter called the **Client**.

That the expression of the term Investment Adviser and Client shall mean and include their legal heirs, successors, assigns and representatives etc.

WHEREAS Investment Adviser is been authorised by SEBI to provide investment advice in terms of SEBI (Investment Advisers) Regulations, 2013.

AND WHEREAS Client wishes to invest in the securities market in accordance with the advice of the Investment Adviser.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties hereby agree as follows:

1. Appointment of the Investment Adviser: In accordance with the applicable laws, client hereby appoints, entirely at his / her risk, the Investment Adviser to provide the required services 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 in accordance with the terms and conditions of the agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and SEBI (Investment Advisers) (amendment) Regulations, 2020.
2. **(a) Consent:** The Client hereby provides consent to the following that he/she had 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 and based on client's request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with 'person(s) associated with the investment advice'.
 - (b) Declaration from Investment Adviser: The Investment Adviser hereby declares that it
 - shall neither render any investment advice nor charge any fee until the client has signed this agreement.
 - 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.
 - 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: As per the Regulation 15A of the SEBI Investment Adviser Regulations, an Investment Adviser can charge fees from the clients in either of the two modes:
(A) Assets under Advice (AUA) mode

- a. The maximum fees that may be charged under this mode shall not exceed 2.5 percent of

- AUA per annum per client across all services offered by IA.
- b. IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client.
 - c. Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

(B) (Assets under Advice (AUA) mode)

The maximum fees that may be charged under this mode shall not exceed INR 1,25,000 per annum per client across all services offered by IA.

(d) Fees Charged to the Client: (Assets under Advice (AUA) mode)

The advisory fees for a Tenure of 1-year (twelve) month(s) would be 1% of Assets under Advisory exclusive of GST. Calculation of a month will be done on date to date basis (month to month). Further, Investment Adviser will not charge any other amount other than mentioned here and Investment Adviser shall provide proper Invoice for the amount paid by the Client along with the details of service period.

Client agrees to pay to the Investment Adviser the aforementioned within 7 days of signing of this agreement. The Client acknowledges that the Investment Adviser may not be liable to render any investment advisory services unless Investment Adviser receives aforementioned fees from the Client. In the event that Investment Adviser has not received the aforementioned fees in due time the Investment Adviser has full right to terminate this agreement.

• **Definitions:** In this Agreement (including the above Recitals) and in the Annexures hereto, unless the context otherwise requires, the following expressions shall have the respective meanings set out against them:

1. Capital means an amount maintained by client in his Trading Account.
2. Client means any person who has subscribed to the advisor's products or services or who has entered into this Agreement.
3. Effective Date means the date of execution of this Agreement.
4. Investment Adviser means Mr. Harish Menon INA000012838.
5. Regulations means SEBI (Investment Advisers) Regulations, 2013 and SEBI (Investment Advisers) (amendment) Regulations, 2020.
6. SEBI means Securities and Exchange Board of India.

• **Scope of Services:** Investment Adviser provides the services as mentioned in Annexure I. Further based on Risk Category and considering Age, Income, Client's Desire to Invest in Equity market, Investment Goal, Disposable income, Surplus fund and other factors of client as informed by client, Investment Adviser has advised and client has also agreed to take Advisory service for a duration of 1 year. Further, the Investment Adviser shall act in a fiduciary capacity towards its clients at all times. Further, the Investment Adviser may also provide certain additional derivatives calls to hedge the position of the client.

The Client and the Investment Adviser each have duties and obligations under this Agreement. By signing this Agreement, the Client and the Investment Adviser agree to perform the following:

The Investment Adviser agrees to deliver the following investment advice process:

- (a) LEARN about Client and Client's goals
- (b) ANALYZE individual stocks and indices for possible acquisitions for Client's portfolio
- (c) CONSTRUCT an investment advice on individual stocks and/or indices that the Investment Adviser believes to generate favourable risk-adjusted investment returns for Client
- (d) MEASURE, MANAGE, and UPDATE to Client the progress of the investment advice provided
- (e) UPDATE Client's strategy to accommodate changes, if any.

Client agrees to:

(f) Provide all documents and information requested. (g) Provide the Investment Adviser with written authorization whenever Client wishes the Investment Adviser to disclose Client's confidential information to third parties. (h) Inform the Investment Adviser promptly about changes in Client's personal financial situation.

• **Functions of the Investment Adviser:** Functions, obligations, duties and responsibilities of the Investment Adviser (including principal officer and all persons associated with the investment advice), as envisaged in the Regulations with specific provisions covering, inter alia:

- (a) Terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- (b) Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.
- (c) Risk assessment procedure of client including their risk capacity and risk aversion.
- (d) Providing reports to clients on potential and current investments.
- (e) Maintenance of 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 Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- (f) Provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and SEBI (Investment Advisers) (amendment) Regulations, 2020.
- (g) Undertaking to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

Investment Adviser undertakes to comply with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications and keep the SEBI registration valid throughout the term of the Agreement and shall also ensure that Investment Adviser, principal officer, persons associated with the investment advice are qualified and certified all times as per the Regulations.

Investment Adviser will have no authority to execute any trade or withdraw or transfer assets from client's account.

Investment Adviser will generally be available to discuss client's queries during normal business hours. No services other than those discussed in this Agreement, are implied or guaranteed, except as individually negotiated and confirmed in writing.

Investment Adviser is responsible only for the investment advices for the assets (financial assets) over which client has provided Investment Adviser discretionary authority and not for the diversification or prudent investment of any other assets of Client.

Investment Adviser is acting as a fiduciary regarding its investment advisory services for Client and must put Client's interests above its own in while providing Investment Advices to client. Investment Adviser agrees to provide these services to Client in a manner consistent with its fiduciary duty to Client and the provisions of all applicable laws, including the SEBI Investment Advisers Regulations, 2013 and SEBI (Investment Advisers) (amendment) Regulations, 2020. (the "Regulations").

• **Investment Objectives and Guidelines:**

a) Investment Adviser would provide investment advices in Mutual Funds through direct schemes/direct codes. Client assures that there are no specifications / restrictions on any investments.

b) Client agrees that he/she will immediately inform to Investment Adviser in writing about any change in his/her/their surplus fund or in core portfolio by diversification of funds other than as advised by Investment Adviser. Client agrees that he/she does not wish to take any advice from Investment Adviser on rest of surplus fund and portfolio.

Further based on Risk Category and considering Age, Income, Client's Desire to Invest in Equity market, Investment Goal, Disposable income, Surplus fund and other factors of client as informed by client, Investment Adviser has advised and client has also agreed to take Advisory service for a duration of twelve month(s).

Further client understands that all the investments in equity market are subject to market risk and agrees to take all the risks associated with investment in equity market.

Client expressly understands and agrees that Investment Adviser is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation.

• **Risk Factors:** Investment in equity market are always subject to market risk. Details of risks associated with each type of investment covering the standard risks associated with each type of

investment in securities and investment products is described in Annexure I.

• **Validity of Advisory Services:** This Advisory Services shall remain in force for duration of service as mentioned in this agreement; however, on mutual consent by Client and by the Investment Adviser, Advisory services may be renewed before expiry of services. Client can renew services by paying Fees as mentioned in this agreement or less as mutually agreed by both the parties for next tenure of services. The Client acknowledges that the Investment Adviser may not be liable to render any investment advisory services unless Investment Adviser receives aforementioned fees (In full) from the Client. In the event that Investment Adviser has not received the aforementioned fees in due time the Investment Adviser has full rights to stop Investment Advisory services and terminate this agreement.

Further, any previous/old agreement(s) entered between Investment Adviser and Clients stands cancelled.

• **Amendments:** This agreement may be amended by mutual written consent of the parties and shall have same impact as of this Agreement.

• **Termination:** This Agreement may be terminated under the following circumstances, namely-
(a) Voluntary / mandatory termination by the Investment Adviser.
(b) Voluntary / mandatory termination by the client.
(c) Suspension/Cancellation of registration of Investment Adviser by SEBI.
(d) Any other action taken by other regulatory body/ Government authority.

In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice.

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.

• **Implications of Amendments and termination:** Upon receipt of a notice of termination from the Client, the Investment Adviser shall immediately cease providing investment advice. Thereafter, the Investment Adviser shall have no responsibility with respect to the existing investments of the client, however follow-up for existing open positions will be provided by Investment adviser. If the termination occurs prior to the end of a service tenure as mentioned in the agreement, fees will be prorated in an amount equal to the portion of the fee attributable to the provided services. Upon termination of the Agreement by the Client, the Client shall be responsible for paying the Investment Adviser the final fees. Further, in the event of pre-mature termination of the Investment Advisory services in terms of agreement, the client shall be refunded the fees for unexpired period. However, Investment Adviser may retain a maximum breakage fee of not greater than one quarter fee.

• **Relationship with related parties:** Investment Adviser represents and warrants that Investment Adviser (including its Investment Advisor Representatives) do not receive any compensation or other remuneration that is contingent on any client's purchase or sale of a financial product. Investment Adviser does not receive a fee or other compensation from another party based on the referral of a client or client's business. Investment Adviser is not affiliated with any other intermediary. Investment Adviser does not recommend any stock broker or other intermediary to a client. Investment Adviser does not receive any consideration by way of remuneration or compensation or in any other form whatsoever from stock broker or other intermediary. Investment Adviser disclose that Investment Adviser or its person associated with the investment advice may have positions in the Stocks or Assets advised. Investment Adviser also do not have any association in any manner with any issuer of products/ securities, this ensures that there is no actual or potential conflicts of interest. This also ensures that objectivity or independence in the carrying on of investment advisory services is not compromised.

• **Investment Adviser engaged in other activities:** Investment Adviser 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.

The Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client and shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client.

• **Representation to the Client:** The investment adviser shall take all consents and permissions

from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.

Client agrees to deliver to Investment Adviser a written statement of his or her investment objectives, policies and restrictions, as Investment Adviser may reasonably require. Client acknowledges that Investment Adviser's services to Client will depend upon the information that Investment Adviser has concerning Client's age, income, investment goals and objectives, preferences, ability to assume risk, information about debts, number of dependents and other similar information. Client is responsible for the accuracy and completeness of all information provided to Investment Adviser and agrees that Investment Adviser is not responsible for any losses, costs, damages or claims caused by Client's failure to provide such information to Investment Adviser.

Client also agrees to provide its PAN No. along with its ID proof as in when required by the Investment Adviser for completing the KYC of client. Client also acknowledges that Investment Adviser may also fetch his KYC details from the KRA Portal(s) and in case of mismatch of any details Investment Adviser may ask for a fresh KYC from client. Client shall provide correct and accurate details to the Investment Adviser when Investment Adviser is carrying out his Risk Profiling, so that Investment Adviser may provide suitable investment advice to the client.

Client also agrees to give Investment Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the account and to notify Investment Adviser if Client deems any investments recommended or made for the account to be in violation of such investment objectives or restrictions.

Client acknowledges that tax considerations are not generally a factor in providing investment advice, and that it is Client's responsibility to notify Investment Adviser if such considerations are relevant to Client's overall financial circumstances.

Client acknowledges and agrees that Investment Adviser is in no way responsible for the performance of securities that Client purchases on Client's own.

Client agrees that Investment Adviser is entitled to rely upon the accuracy of information furnished by Client or on Client's behalf, without further investigation. Investment Adviser is not required to verify any information obtained from Client or Client's other professional advisors, such as accountants or attorneys etc.

Client also agrees that he/she shall not invest in equity or in debt or in other risk potential investments other than as advised by Investment Adviser.

- **Power of Attorney:** The Investment Adviser shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

- **Conflict of Interest:** Investment Adviser shall act in a fiduciary capacity towards the client and 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. Investment adviser shall also disclose to the client any actual or potential conflicts of interest arising from any connection to or association with any issuer of products/ securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services.

- **Maintenance of accounts and Confidentiality:** Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. All information furnished by the Client to the Investment Adviser including Client's identity, shall be treated as confidential. The Investment Adviser agrees not to voluntarily disclose confidential information without Client's prior consent (unless required by regulator, law, court order or agency directive, or unless the Investment Adviser expects, in its reasonable opinion, that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of the Investment Adviser).

- **Terms of fees and billing:** 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.

- **Liability of Investment Adviser:** Except as otherwise provided by law, Investment Adviser or its officers, Partners, employees or affiliates will not be liable to Client for any loss that:

- 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;
- b. Client may suffer as a result of Investment Adviser's investment advice or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;
- c. Caused by following Client's written or oral instructions;
- d. Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client's failure to promptly inform Advisor of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client's account;

• **Representations and covenants:** Investment Adviser is a SEBI registered Investment adviser having registration number: INA000012838.

Investment Adviser undertakes to comply with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications and keep the SEBI registration valid throughout the term of the Agreement and shall also ensure that Investment Adviser, principal officer, persons associated with the investment advice are qualified and certified all times as per the Regulations.

• **Death or Disability of client:** In event of client's death / disability, services shall be terminated or provided to his/her/their succession, nomination, representation etc.

• **Settlement of disputes and provision for arbitration:** Investment Adviser assures that it will have adequate procedure for expeditious grievance redressal. Investment Adviser also assures that it will take 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 Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. Further any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under securities laws in force. Both parties should voluntarily agree to arbitration, arbitration is final and binding on the parties.

• **Adherence to grievance redressal timelines:** Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars. In case of any query or grievance, client shall contact through following medium:

Tel No.: +91 9819130637

Email id: hcmenon@gmail.com

Securities and Exchange Board of India

Plot No. C 4-A , G Block, Near Bank of India, Bandra Kurla Complex, Bandra East, Mumbai,

Maharashtra 400051

022 2644 9000

• **Severability:** If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby.

• **Force Majeure:** The Investment Adviser 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, the Investment Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

• **Means of communication:** The Investment Adviser will render investment advice by the way of whatsapp or email. Client shall only accept such advice which is provided to him/her by Harish Menon via whatsapp or email. Investment Adviser shall not be liable if the client accepts the advice which is provided to him by any other means. Further client shall acknowledge any communication via mail through hcmenon@gmail.com or houseofalpha domain name only. Investment Adviser will not be liable for any email which is been received by client from any other domain name.

• **Custody of Assets and Brokerage of transactions:** Investment Adviser shall not be liable to Client for any act, conduct or omission by the Custodian in its capacity as broker or custodian.

Investment Adviser shall not be responsible for ensuring Custodian's compliance with the terms of the brokerage account or payment of brokerage or Custodian charges and fees. Client shall be responsible for brokerage expenses that are billed directly by the Custodian.

- **Non-Exclusivity:** Client acknowledges that Investment Adviser shall be free to render investment advice to others and Investment Adviser does not make its investment management services available exclusively to Client. Client also understands that Investment Adviser provides investment advisory services to multiple clients with different economic needs and agrees that Investment Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or action taken regarding Client's account. Nothing in this Agreement shall impose on Investment Adviser any obligation to Client to purchase, sell or recommend for purchase or sale any security that Investment Adviser, its principals, affiliates, officers, members or employees may purchase or sell for their own accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of Investment Adviser it is not for any reason practical or desirable to acquire a position in such security for Client's account. Client understands that conflicts of interest could exist between Client's account and other clients including with respect to the allocation of investment opportunities, time, and resources between Client and other clients. Client also acknowledges that transactions in a specific security may not be accomplished for all clients at the same time at the same price.
- **Indemnity:** Client acknowledges that the Investment Adviser's, investment recommendations involve some degree of risk. Client acknowledges that all investment activity in Client's Account shall be at Client's own risk, which can result in loss of Client's investment capital, annual income, and/or tax benefits. Client acknowledges that the Investment Adviser will not reimburse Client for any losses. Client acknowledges that the Investment Adviser's past performance of recommended investments should not be construed as an indication of future results, which may prove to be better or worse than the past.

Client acknowledges that the Investment Adviser does not claim to be able to accurately predict the short-term or long-term future investment performance of any individual security or of a group of securities. Client acknowledges that the Investment Adviser makes judgmental evaluations before providing investment advice for Client. In making judgmental evaluations, the Investment Adviser agrees to use its best efforts to review sources of information that it has found to be valuable, accurate and reliable. Client acknowledges that the Investment Adviser cannot and does not survey all sources of publicly available information. Client acknowledges that the Investment Adviser is not responsible for the accuracy or completeness of information furnished to the Investment Adviser by Client or by any other party.

• **Details of Obliger:**

Mr. Saumil Parikh

PAN: ASIPP5707D

Address: 4, Patils Sainath Plaza, J. N. Road, Mulund (W), near Titan Showroom, Mumbai, Maharashtra 400080

Mobile: 99204 32502

Obligor must take the steps including but not limited to in the event of the above eventuality: (a) giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor

(b) settlement of account with the client (fees payable and/or fees refundable),

(c) completion of transition of any outstanding business to another duly registered investment adviser,

(d) redressal of any outstanding or new disputes / claims of clients.

- **Disclosures:** Client shall read the disclosure as mentioned on www.houseofalpha.in and Investment Adviser shall disclose to the client, if there is any change in the information contained therein.

- **Disclaimer:** Client shall read and understood the disclaimer as mentioned on www.houseofalpha.in.

- **Miscellaneous:** Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date(s) set forth below and the Agreement is effective on the date of acceptance by the Advisor.

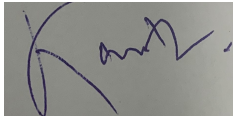
Annexure I Services

The services provided are as follows:

- Financial planning
- Goals based investment advise
- Mutual Funds review and recommendations
- Select equity stocks review and recommendations (not all)
- Derivatives (for hedging and optimizing portfolios “ not for speculation/trading)
- Fixed Income Securities
- Advise on insurance needs

Further the client will be offered service(s) based on his/her/their risk profile and suitability carried out by the Investment Adviser.

CLIENT SIGNATURE



Name: Karthikeyan Damodaran

Date: 2021-11-22

ADVISER SIGNATURE



Mr. Harish Menon

Date: 2021-11-22