

11. FEES AND EXPENSES

- 11.1 In consideration of the Portfolio Manager entering into this Agreement and rendering/agreeing to render services to the Client in relation to the Products mentioned in Annexure A hereto, the Client agrees to pay to the Portfolio Manager "Fees") as detailed in Annexure C hereto. In the event there is any change in the Products being offered by the Portfolio Manager to the Client, the Parties shall mutually agree to amend Annexure A and Annexure C hereto by way of exchange of letters.
- 11.2 Operating expenses excluding brokerage, over and above the fees charged for the Portfolio Management services, shall not exceed 0.50% per annum (or such other rate as prescribed by SEBI from time to time) of the clients average daily Asset under Management (AUM).
- 11.3 Over and above the Fees, other costs which shall be debited to the Client's account include, but are not restricted to bank charges, stamping charges, custodian fees, transaction charges, brokerages, insurance premiums, legal fees, audit fees, long distance telephone calls, long distance fax charges and out of pocket expenses incurred directly in respect of Client's business by the Portfolio Manager. Any other applicable government taxes/levies/cess including but not limited to GST at the prevailing rates shall also be charged separately to the Client. Any miscellaneous expenses in excess of 5% will be indicated separately.
- 11.4 The Portfolio Manager shall take the prior permission of the Client for all individual expenses excluding fees and expenses mentioned in Clauses 11.1 and 11.2 above in excess of 1 % (one percent) of Net Asset Value of the relevant Portfolio of the Client at the time the expenditure is incurred.
- 11.5 The Portfolio Manager may, at his sole discretion, waive the requirement of payment of Fees by the Client to the Portfolio Manager for one or all Products for any time period as may be deemed fit by the Portfolio Manager after taking into account various parameters. The fees shall also be payable in respect of any involuntary sales of Securities which may have been made during a quarter/month/year.
- 11.6 The Client warrants and represents that the Client is fully aware of the fact that the Fees charged to the Client under this Agreement may be shared by the Portfolio Manager (at the Portfolio Manager's sole discretion) with the Distributor/Advisor who has introduced the Client to the Portfolio Manager (if any).

12. INFORMATION

Subject to the provisions of the said Regulations:

- 12.1 The Client shall be entitled to inspect the books of accounts of the Portfolio Manager relating to his transactions and have the same audited by a chartered accountant appointed by it. Such inspections can be taken by the Client and/or his authorised representative/s on any Business Day between 11 a.m. to 5 p.m. with 15 days advance written notice to the Portfolio Manager. Such inspections can also take place for a review of the following documents:
- Registration certificate of the Portfolio Manager
 - SEBI (Portfolio Manager) Regulations, 2020 as amended from time to time
 - Books of accounts of the Portfolio Manager relating to the transactions of the Client
 - The Disclosure Document
 - The certificate of Chartered Accountant certifying the Disclosure Document
- For avoidance of doubt it is hereby clarified that the cost of such audit by the Client shall be borne by the Client and the Portfolio Manager shall not be whatsoever responsible to bear the cost of such audit.
- 12.2 The Portfolio Manager shall furnish to the Client with reports in relation to each Product containing the following details at intervals not exceeding 3 (three) months and as and when required by the Client:
- the composition and the value of the portfolio, description of securities and goods, number of securities, value of each security held in the portfolio, units of goods, value of goods, cash balance and aggregate value of the portfolio as on the date of report;
 - transactions undertaken during the period of report including date of transaction and details of purchases and sales;
 - beneficial interest received during that period in the form of interest, dividend, bonus shares, rights shares, etc;
 - expenses incurred in managing the portfolio of the Client;
 - details of risk foreseen by the Portfolio Manager and the risk relating to the Securities recommended by the Portfolio Manager for investment or disinvestment;
 - default in payment of coupons or any other default in payments in the underlying debt security and downgrading to default rating by the rating agencies, if any;
 - details of commission, if any, paid to distributor(s) for the Client
 - Any other documents/information the Portfolio Manager may think necessary.

The Portfolio Manager shall also provide to the Client additional information in accordance with the SEBI regulations as amended from time to time.

- 12.3 Further, the Portfolio Manager shall also furnish to the Client the annual audited accounts related to portfolio management activity of the Client.
- 12.4 On termination of this Agreement, the Portfolio Manager shall provide a detailed statement of accounts to the Client setting out the final settlement between the Portfolio Manager and the Client.
- 12.5 The reports mentioned herein shall be provided to the Client by means such as hand delivery, ordinary post, registered post, courier services or such other means as may be convenient to the Portfolio Manager. The said reports will be made available on the website of the Portfolio Manager with restricted access to the Client.
- 12.6 The Portfolio Manager shall ensure that the statements/ documents/ reports furnished to the Client present a true and fair picture of the actual transactions on behalf of the Client and of the Client's account.
- 12.7 The Client acknowledges that the Client is fully aware of the fact that information / reports provided / to be provided to the Client by the Portfolio Manager in accordance with this Agreement may be shared or disclosed by the Portfolio Manager (at the Portfolio Manager's sole discretion) with the