

To Client :

Attention: _____

Address: _____

Contact Details _____ Fax: _____

Email: _____

Initials of First/Sole Holder

IF

Initials of Second Holder

IS

Initials of Third Holder

IT

In the event the Client has an Authorized Person / Client Representative in accordance with Clause 16 hereof, then the notice or communication to be given to the Client shall be given to the Authorized Person / Client Representative at the address of the Authorized Person / Client Representative to be mentioned above or communicated by the Client/ Authorized Person / Client Representative to the Portfolio Manager in writing. The default address will be as that mentioned in Schedule 1.

All notices or communications thus given shall be deemed to have been received by the Party to whom it is addressed when given by post, on expiration of seven days after the same has been sent by registered post at the address of such Party; if given by fax or email, upon transmission thereof (subsequently confirmed in writing); if given by personal delivery, when so delivered. Provided that the Portfolio Manager shall be entitled to rely on communication given by fax/email and act upon the instructions contained therein even prior to receipt of written confirmation of the same.

20. ENTIRE AGREEMENT

This Agreement together with all Annexures attached hereto and executed by the Parties constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, thereof.

21. WAIVER

No provision of and no default under this Agreement may be waived except by an instrument in writing signed by the Party waiving the provision of this Agreement or default committed there under. No waiver of any provision or default shall be deemed a waiver of any other provision or default.

22. FORCE MAJEURE

Except to the extent otherwise provided herein, no liability shall result to either Party from delay in performance or from non-performance caused by circumstances beyond the control of the Party affected, including but not limited to act of God, fire, flood, explosion, war, theft, terrorist act, action or measures taken by or any request of any governmental/regulatory authority, Amendment to the said Regulations or other laws affecting portfolio management, nationalization, expropriation, currency restrictions, industrial accident or labour trouble of any nature among the employees of the Portfolio Manager or its agents, or shortage, inability to obtain material, power, equipment or transportation, bandhs, boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data), failure or disruption of any relevant stock exchange, clearing house, clearing or settlement systems or market or early redemption of securities by the respective issuer as per the terms of offer of such securities. Each Party hereto undertakes that it shall be diligent in attempting to remove such cause or causes.

23. GRIEVANCE REDRESSAL SYSTEM

Where the Client has any grievances, he/she/it should promptly notify the same to the Portfolio Manager on the address mentioned in clause 19 above in writing giving sufficient details to enable the Portfolio Manager to take necessary steps. The Portfolio Manager, on receipt of any such grievances, shall take prompt action to redress the same.

24. ENGLISH LANGUAGE

This Agreement is written in the English Language.

25. AMENDMENT

No modification or amendment of this Agreement shall be valid or binding unless made in writing and duly executed by the Parties.

26. TERM AND TERMINATION

- 26.1 This agreement shall commence on the Effective Date for a period of one (1) year (subject to earlier termination as provided in this Agreement)) However, where a client commences his relationship with the Portfolio Manager during an ongoing financial year, the first year shall commence from