



HSBC
Global Asset
Management

Portfolio Management Services

Subscription Booklet

Client :	
Account No.:	
Portfolio :	
Activation Date :	D D M M Y Y Y Y
Relationship Manager :	

HSBC Asset Management (India) Private Limited

Registered Office

9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai – 400 063.

Tel: (91) (22) 6614 5000 E-mail : hscepms@hsbc.co.in

Website : (www.assetmanagement.hsbc.co.in)

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Checklist of Documents

For Resident Indian Clients

1	PAN Card Copy (Self attested)	
2	Proof of Identity (Self attested, any one of the following)	
	<input type="checkbox"/>	Passport
	<input type="checkbox"/>	Voter ID Card
	<input type="checkbox"/>	PAN Card
	<input type="checkbox"/>	Driving Licence
	<input type="checkbox"/>	UID (Aadhaar) - Client to redact or blackout his Aadhaar number
	<input type="checkbox"/>	Identity card with applicant's photograph issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members
	<input type="checkbox"/>	Letter issued by a gazetted officer, with a duly attested photograph of the person
3	Proof of Address (Self attested, any one of the following)	
	<input type="checkbox"/>	Registered Lease or <input type="checkbox"/> Sale Agreement of Residence
	<input type="checkbox"/>	Passport
	<input type="checkbox"/>	Driving Licence
	<input type="checkbox"/>	UID (Aadhaar) - Client to redact or blackout his Aadhaar number
	<input type="checkbox"/>	Voter Identity Card
	<input type="checkbox"/>	Utility bill which is not more than two months old of any service provider (electricity, telephone, post-paid mobile phone, piped gas, water bill)
	<input type="checkbox"/>	Bank account or Post Office savings bank account statement which is not more than two months old
	<input type="checkbox"/>	Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts
	<input type="checkbox"/>	Pension or family pension payment orders (PPOs) issued to retired employees by Government Departments or Public Sector Undertakings, if they contain the address
	<input type="checkbox"/>	Letter of allotment of accommodation from employer issued by State or Central Government departments, statutory or regulatory bodies, public sector undertakings, scheduled commercial banks, financial institutions and listed companies. Similarly, leave and license agreements with such employers allotting official accommodation
	<input type="checkbox"/>	Identity card/document with address, issued by Central/ State Government Departments, Statutory/ Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, and Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members
	<input type="checkbox"/>	Documents issued by Government departments of foreign jurisdictions and letter issued by Foreign Embassy or Mission in India
	<input type="checkbox"/>	The proof of address in the name of the spouse
4	Account Opening Form	
	<input type="checkbox"/>	Individual Demat Account Opening Form

Checklist of Documents

For Non Resident Clients

In addition to the documents mentioned for Resident Indian Client, NRI clients need to submit the following documents:

1	Proof of Indian Origin (PIO card)	
2	Proof of Address (Local and Overseas) in the name of all the holders	
3	Proof of Non-Resident status	
	<input type="checkbox"/>	Valid visa copy/Work Permit/Resident Card/equivalent documents supporting the non resident status
	<input type="checkbox"/>	Date of Entry page of the passport when the documents are signed in India
4	Account Opening Form	
	<input type="checkbox"/>	Individual Demat Account Opening Form
	<input type="checkbox"/>	PIS and Bank Account Opening Form
	<input type="checkbox"/>	Brokerage Account Opening Form

Other Documents (Applicable to both Individual as well as Non-Individual Clients)

1	Bank Account (Any one of the following)
<input type="checkbox"/>	Cancelled cheque leaf with preprinted name
<input type="checkbox"/>	Bank statement (Not more than 2 months old, logo of the bank, bank details, MICR and attested by Bank with stamp, name, signature and designation of the bank employee issuing the letter)
<input type="checkbox"/>	Letter by the bank giving the account details (logo of the bank, bank details, MICR and attested by Bank with stamp, name, signature and designation of the bank employee issuing the letter)
<input type="checkbox"/>	Passbook (showing bank account details, logo of the bank, bank details, MICR and attested by Bank with stamp, name, signature and designation of the bank employee issuing the letter)
2	Depository (Demat) Account (Any one of the following)
<input type="checkbox"/>	Client Master Report Self attested.
<input type="checkbox"/>	Latest Depository Statement of demat account from which securities are transferred, Self attested and counter DP stamped.
<input type="checkbox"/>	Letter by the Depository giving the account details.
3	Corpus Inflow (Any one of the following).
<input type="checkbox"/>	Cheque(s) / demand draft(s) / banker's cheque for application amount
<input type="checkbox"/>	Letter from the banker confirming direct transfer/RTGS
<input type="checkbox"/>	Photocopy of the acknowledged securities transfer instructions (TIFDs)

Instructions

Important Points

1	Incase of Resident client, Cheque to be drawn in favor of Investment approach eg. " HSBC AMC - HSBC India Next Portfolio ". In case of Non-Resident Client, cheque to be drawn in favor of himself/herself.
2	For Opening of account, wherein First Applicant is a Minor: <ul style="list-style-type: none"> * Corpus inflow shall be accepted from the bank account of the minor or from a joint account of the minor with the guardian only. * The minor shall be the first and the sole holder in an account. There shall not be any joint accounts with minor as the first or joint holder. * Applications on behalf of minors should be signed by their guardian. * KYC / CKYC - KIN number applicable to both Minor and Guardian. Copy of CKYC form to be used for all the holders in case of new registration.
Documents Required	<ul style="list-style-type: none"> * Photocopy of the School Leaving Certificate/Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided. * Document evidencing relationship with Guardian. Natural Guardian - Document evidencing relationship with Guardian. Legal Guardian – Attested copy of the court appointment letter, affidavit etc. to support. * PAN of Guardian. * Proof of Identity of Guardian * Proof of Address of Guardian
3	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.
4	In case of client providing Aadhaar as POI/ POA, Client needs to redact or blackout his Aadhaar number through appropriate means.
5	If any proof of identity or address is in a foreign language, then translation into English is required and the same needs to be attested.
6	Name & address of the applicant mentioned on the PMS form, should match with the documentary proof submitted.
7	If correspondence & permanent address are different, then proofs for both have to be submitted.
8	Any alterations / overwrite needs to be countersigned by the client (Full signature).
9	Incase of Joint holders, KYC / CKYC - KIN number applicable to all the holders. Copy of CKYC form to be used for all the holders in case of new registration.
10	Sole proprietor must make the application in his individual name & capacity.
11	For Non-Residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of Passport/Person of India Origin (PIO) Card / Overseas Citizen Of India (OCI) Card and overseas address proof is mandatory.
12	In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted.
13	Politically Exposed Persons (PEP) and Related to PEP

Politically Exposed Persons (PEP)

A PEP (as an individual) is defined as:

- * A current or former senior official in the executive, legislative, administrative, military or judicial branches of a government;
- * The head of a government agency;
- * A member of a ruling royal family which has ties to the government;
- * A senior official of a major political party, or a senior executive of a government-owned or government-funded corporation, or institution;
- * Large city Mayors

A Corporate PEP also known as a "PEP Entity" is defined as:

Customer where an Individual PEP or Connected PEP is one of the following:

- * Beneficial Owner
- * Key Controller (e.g. this would exclude a Non-Executive Director)

Related PEP/Connected PEP

Related PEP/Connected PEP are defined as:

Individuals who have a connection to a PEP i.e. immediate family members or person who is widely and publicly known to maintain a close relationship with the PEP.

List of people authorized to attest the documents

1	Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2	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.

PMS Client Registration Form – Individual

To,

HSBC Asset Management (India) Private Limited,

9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai – 400 063.

Dear Sir/Madam,

Sub.: Appointment of HSBC Asset Management (India) Private Limited as my/our Portfolio Manager

I/We, the undersigned, appoint HSBC Asset Management (India) Private Limited as my/our Portfolio Manager, for managing the portfolio on my/our behalf.

Further, I/We wish to inform you that I/we have read and understood the contents of the Disclosure Document as specified in the Schedule V of the SEBI (Portfolio Managers) Regulations, 2020, along with a Certificate in Form C as specified in Schedule I of the said Regulation and provided to me/us prior to entering into the Portfolio Management Agreement.

I/We am/are enclosing herewith the documents/agreements as are required for registering me/us as client for availing the Portfolio Management Services.

Personal Data of Sole/First Applicant

(Please fill in BLOCK LETTERS and tick boxes wherever applicable).

Name of Sole/First Applicant :

(First)	(Middle)	(Last)
---------	----------	--------

Name of Parent/Guardian (in case of minor)

(First)	(Middle)	(Last)
---------	----------	--------

Guardian's Relationship with Minor : Natural Guardian (Father or Mother)
 Legal Guardian (Court appointed Guardian)

*Please affix
your photograph &
sign across it.*

Father's Name

(First)	(Middle)	(Last)
---------	----------	--------

Mother's Name

(First)	(Middle)	(Last)
---------	----------	--------

Date of Birth :

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 Gender : Male Female Others Marital Status : Married Single Other

Place of Birth:

Status : Resident Individual Non-Resident Indian (NRI) Foreign National Person of Indian Origin

PAN :

 KYC Identification Number (KIN) :

(A) Permanent Address of Sole/First Applicant: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:

Area :

Street No./Name :

Pin Code :

City :

Country :

State :

Mobile No. :

Nationality :

Fax :

Tel.:

E-mail :

(In case of NRIs please provide Overseas Address)

(B) Correspondence Address of Sole/First Applicant: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:

Area :

Street No./Name :

Pin Code :

City :

Country :

State :

Mobile No. :

Nationality :

Fax :

Tel.:

E-mail :

(C) Occupation of Sole/First Applicant

Occupation Details (✓) : Private Sector Service Public Sector Service Government Service Professional Agriculturist

Retired Housewife Student Doctor Business [Nature of Business]

Casino Owner Arms Manufacturer Gambling Services Offerer Money Lender Pawn Broker

Forex Dealer Others [Pl. specify]

Gross Annual Income (Please ✓) : Upto ₹ 25 Lacs ₹ 25 - 50 Lacs ₹ 50 - 1 Crore ₹ 1 - 5 Crore ₹ 5 Crore & above

OR Net-worth in Rupees

 ₹ Net-worth should not be older than 1 year as on (date)

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

 (Mandatory for Non-Individuals)

Politically Exposed Person (PEP) Status I am PEP I am related to PEP Not Applicable

Personal Data of Second Applicant / Guardian (If Sole / First Applicant is a Minor)

(Please fill in BLOCK LETTERS and tick boxes wherever applicable).

Name of Second Applicant:

(First)

(Middle)

(Last)

Father's Name

(First)

(Middle)

(Last)

Mother's Name

(First)

(Middle)

(Last)

Date of Birth : D D M M Y Y Y Y Gender : Male Female Others Marital Status : Married Single Other

Place of Birth:

Status : Resident Individual Non-Resident Indian (NRI) Foreign National Person of Indian Origin

PAN : KYC Identification Number (KIN) :

(A) Permanent Address of Second Applicant / Guardian: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:	Area :
Street No./Name :	
City :	Pin Code :
State :	Country :
Nationality :	Mobile No. :
Tel.:	Fax :
E-mail :	

(In case of NRIs please provide Overseas Address)

(B) Correspondence Address of Second Applicant / Guardian: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:	Area :
Street No./Name :	
City :	Pin Code :
State :	Country :
Nationality :	Mobile No. :
Tel.:	Fax :
E-mail :	

(C) Occupation of Second Applicant / Guardian:

Occupation Details (✓) : Private Sector Service Public Sector Service Government Service Professional Agriculturist
 Retired Housewife Student Doctor Business [Nature of Business]
 Casino Owner Arms Manufacturer Gambling Services Offerer Money Lender Pawn Broker
 Forex Dealer Others [Pl. specify]

Gross Annual Income Upto ₹ 25 Lacs ₹ 25 - 50 Lacs ₹ 50 - 1 Crore ₹ 1 - 5 Crore ₹ 5 Crore & above
(Please ✓) :

OR Net-worth in Rupees ₹ Net-worth should not be older than 1 year as on (date) D D M M Y Y Y Y

(Mandatory for Non-Individuals)

Politically Exposed Person (PEP) Status I am PEP I am related to PEP Not Applicable

Please affix your photograph & sign across it.

(Not mandatory in case of Guardian)

Personal Data of Third Applicant

(Please fill in BLOCK LETTERS and tick boxes wherever applicable).

Name of Third Applicant:

(First)	(Middle)	(Last)

Father's Name

(First)	(Middle)	(Last)

Mother's Name

(First)	(Middle)	(Last)

Date of Birth : Gender : Male Female Others Marital Status : Married Single Other

Place of Birth:

Status : Resident Individual Non-Resident Indian (NRI) Foreign National Person of Indian Origin

PAN : KYC Identification Number (KIN) :

(A) Permanent Address of Second Applicant / Guardian: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:						
Street No./Name :						Area :
City :						Pin Code :
State :						Country :
Nationality :						Mobile No. :
Tel.:						Fax :
E-mail :						

(In case of NRIs please provide Overseas Address)

(B) Correspondence Address of Second Applicant / Guardian: (Address must be given in full. P.O. Box Address alone is not sufficient)

Flat/Bldg.No./Name:						
Street No./Name :						Area :
City :						Pin Code :
State :						Country :
Nationality :						Mobile No. :
Tel.:						Fax :
E-mail :						

(C) Occupation of Second Applicant / Guardian:

Occupation Details (✓) : Private Sector Service Public Sector Service Government Service Professional Agriculturist
 Retired Housewife Student Doctor Business [Nature of Business]
 Casino Owner Arms Manufacturer Gambling Services Offerer Money Lender Pawn Broker
 Forex Dealer Others [Pl. specify]

Gross Annual Income Upto ₹ 25 Lacs ₹ 25 - 50 Lacs ₹ 50 - 1 Crore ₹ 1 - 5 Crore ₹ 5 Crore & above
(Please ✓) :

OR Net-worth in Rupees ₹ Net-worth should not be older than 1 year as on (date)

(Mandatory for Non-Individuals)

Politically Exposed Person (PEP) Status I am PEP I am related to PEP Not Applicable

Please affix your photograph & sign across it.

(Not mandatory in case of Guardian)

Bank Account Details of Sole/First Applicant (Preferably of the Account from where the corpus is received) (Proof of Bank Account details-Mandatory)

Bank Name :				
Bank Address :				
City :				Pin Code :
Account No. :			IFSC Code : []	
(In case of multiple accounts, please provide the details on a separate sheet).				
Account Type :	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> NRE	<input type="checkbox"/> NRO

Demat Account Details of Sole/First Applicant (Preferably of the Account from where the corpus is received) (Proof of Demat Account details-Mandatory)

Depository Participant Name :				
Depository Participant ID. :				
Client ID. :				
(In case of multiple accounts, please provide the details on a separate sheet).				

Bank Account Details of Second Applicant

Bank Name :				
Bank Address :				
City :				Pin Code :
Account No. :			IFSC Code : []	
(In case of multiple accounts, please provide the details on a separate sheet).				
Account Type :	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> NRE	<input type="checkbox"/> NRO

Bank Account Details of Third Applicant

Bank Name :				
Bank Address :				
City :				Pin Code :
Account No. :			IFSC Code : []	
(In case of multiple accounts, please provide the details on a separate sheet).				
Account Type :	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> NRE	<input type="checkbox"/> NRO

Instruction on behalf of Joint Accounts

Please let us know whose instructions we are authorised to act upon for this account. Unless you tick one of the boxes below we will require written instructions from all parties to the account.

Single Joint Anyone or Survivor

Description of the origin of your wealth – ALL PARTIES TO THE ACCOUNT

- 1 Sale of existing Investment
- 2 Sale of Asset
- 3 Inheritance/Gift
- 4 Earnings from Business/Profession
- 5 Earnings/Savings from Salary/Retirement Benefits
- 6 Others _____

FATCA & CRS Declaration (Mandatory for all Joint holder(s) and Guardian in case of minor.)

		Sole/First Holder / Guardian	Second Holder	Third Holder
1	Name of Account Holder			
2	Place and Country of Birth	Place _____ Country _____	Place _____ Country _____	Place _____ Country _____
3	Nationality			
4	Tax residence declaration	<input type="checkbox"/> I am a tax resident of India and not resident of any other country OR <input type="checkbox"/> I am a tax resident of the country/ies mentioned in the table below	<input type="checkbox"/> I am a tax resident of India and not resident of any other country OR <input type="checkbox"/> I am a tax resident of the country/ies mentioned in the table below	<input type="checkbox"/> I am a tax resident of India and not resident of any other country OR <input type="checkbox"/> I am a tax resident of the country/ies mentioned in the table below

Please indicate ALL the countries in which you are a resident for tax purposes and the associated Tax ID Number below:

Country#	i.		
	ii.		
	iii.		
Tax Identification Number ^	i.		
	ii.		
	iii.		
Identification Type (TIN or Other ^, please specify)	i.		
	ii.		
	iii.		

To also include USA, where the individual is a citizen/ green card holder of USA.

^ In case Tax Identification Number is not available, kindly provide functional equivalent.

Certification

I/We have understood the information requirements of this Form (read along with the FATCA/CRS Instructions) and hereby confirm that the information provided by me/us on this Form is true, correct, and complete. I/We also confirm that I/We have read and understood the FATCA/CRS Terms and Conditions below and hereby accept the same.

I/We hereby give my/our consent for sharing FATCA/CRS information relating to my investments with HSBC group.

FATCA-CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information & certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/appointed agencies. Towards compliance, also be required to provide information to any institutions such as withholding agents we may for the purpose of ensuring appropriate withholding from the account/any proceeds in relation thereto. Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days. Please note that you may receive more than one request for information if you have multiple relationships with HSBC Asset Management (India) Private Limited. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

S. No.	Name	Signature	Date								
1.			<table border="1" data-bbox="1270 1650 1429 1695"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y				
2.			<table border="1" data-bbox="1270 1740 1429 1785"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y				
3.			<table border="1" data-bbox="1270 1830 1429 1875"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y				

Date:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Place:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Client Risk Profiling Questionnaire for PMS

Sr. No	Choice	Questions	Tick Mark on option best suits
1	Debt or equity preference: What is your present asset allocation?		
	1	Debt: 100%, Equity 0%	<input type="checkbox"/>
	2	Debt: 80% - 100%, Equity: 0% - 20%	<input type="checkbox"/>
	3	Debt: 60% - 80%, Equity: 20% - 40%	<input type="checkbox"/>
	4	Debt: 40% - 60%, Equity: 40% - 60%	<input type="checkbox"/>
	5	Debt: 20% - 40%, Equity: 60% - 80%	<input type="checkbox"/>
	6	Debt: 0% - 20%, Equity: 80% - 100%	<input type="checkbox"/>
2	Which of the following best describes your past investment experience?		
	1	I am a first time investor and have invested only in Bank Deposits / Post Office Schemes / Pension schemes	<input type="checkbox"/>
	2	Made losses in equity and reluctant to invest because of the risk and volatility	<input type="checkbox"/>
	3	Gained on equity investments and comfortable with the volatility	<input type="checkbox"/>
	4	Made losses but understand that high return comes with high risk	<input type="checkbox"/>
3	Debt or equity preference: The stock markets have been heading southward over the last couple of months. Your equity investment has also fallen in value significantly. Would you...		
	1	Exit from all your equity investments and shift to bank deposits/post office schemes/debt mutual funds?	<input type="checkbox"/>
	2	Exit from a portion of your equity investments and shift to bank deposits/post office schemes/debt mutual funds?	<input type="checkbox"/>
	3	Reshuffle your equity portfolio but stay in equity?	<input type="checkbox"/>
	4	Increase your exposure in equity?	<input type="checkbox"/>
4	Income or capital appreciation preference: Will you need to withdraw sums from your investment for your sustenance needs?		
	1	Yes, I will need income on a monthly / quarterly basis.	<input type="checkbox"/>
	2	Yes, I will occasionally need income.	<input type="checkbox"/>
	3	No, I will not need to withdraw.	<input type="checkbox"/>
5	Income or capital appreciation preference: You have a cash need. Would you...		
	1	Exit from your equity investments to the extent of cash needed?	<input type="checkbox"/>
	2	Exit from your equity investments for a portion of your cash need?	<input type="checkbox"/>
	3	Have an alternative source to fulfill your cash need?	<input type="checkbox"/>
6	Investment time horizon: Which of the following best describes your current life stage?		
	1	Retired	<input type="checkbox"/>
	2	Closer to retirement	<input type="checkbox"/>
	3	Couple with children	<input type="checkbox"/>
	4	Couple without children	<input type="checkbox"/>
	5	Single with financial responsibilities	<input type="checkbox"/>
7	Investment time horizon: You have invested in a stock with a long-term holding perspective. For a while, there has been no movement in the stock price. Meanwhile you notice other stocks moving up along with the market. On re-assessing the stock's potential, you discover that the company is truly promising and has good business prospects. However, the market has yet to recognize this. This may take a while. Would you...		
	1	Decide to exit from the stock completely and look for other opportunities where you can grow your investments faster?	<input type="checkbox"/>
	2	Decide to exit from the stock partly and look for other opportunities where you can grow your investments faster?	<input type="checkbox"/>
	3	Continue holding on to the scrip?	<input type="checkbox"/>
	4	Buy more of the scrip?	<input type="checkbox"/>
8	Equity Market Understanding: How familiar are you with investment matters?		
	1	Not familiar at all.	<input type="checkbox"/>
	2	Somewhat familiar but do not fully understand the stock markets.	<input type="checkbox"/>
	3	Fairly familiar and understand the importance of investments.	<input type="checkbox"/>
	4	Very familiar. I do research on various investment products including equities prior to investment and understand various factors influencing the investment performance.	<input type="checkbox"/>

9	Attitude towards market volatility (short term unrealized losses): You have made an investment of INR 50 Lakh and its value falls by 10% to INR 45 Lakh. Assuming you had made investment for long term, how would you react?	
	1	I would exit from all my equity holdings the very next day. <input type="checkbox"/>
	2	I would be nervous but will not exit. However, if the market continues to fall for a few days more, I would exit from my equity investments. <input type="checkbox"/>
	3	I would be concerned but stay put. <input type="checkbox"/>
	4	I would not let the fall affect me and do some research on the reasons for the fall and based on my analysis, would take my decision. <input type="checkbox"/>
10	Past behavior during market rises and crashes and regret analysis: You bought shares of XYZ at INR 544. You were tracking the stock price regularly, which displayed volatility. The stock price declined to INR 520 in a day while the next day it reached to INR 580 and continued upside till INR 625. Again, the next day it declined to INR 600. You found the stock to be very volatile. You would...	
	1	Sell your holding of the stock <input type="checkbox"/>
	2	Sell a portion of your holding <input type="checkbox"/>
	3	Hold on to your investment <input type="checkbox"/>
	4	Invest more in the stock <input type="checkbox"/>

Risk Profile Category are as under:

Sr. No.	Risk Profile
1	Secure/Low
2	Very Cautious
3	Cautious
4	Balanced
5	Aggressive
6	Very Aggressive

I/We confirm and consent to the risk profile that will be assigned to me/us, based on the information provided by me/ us on the risk questionnaire.

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	 S3	 S3	 S3

Date: D D M M Y Y Y Y

Place:

STP cum switch Transaction form

PMS Account Details		Source (Please ✓ as applicable)
Investor Name	First Applicant Name	<input type="checkbox"/> Direct <input type="checkbox"/> Distributor
	Second Applicant Name	<input type="checkbox"/> Direct <input type="checkbox"/> Distributor
	Third Applicant Name	<input type="checkbox"/> Direct <input type="checkbox"/> Distributor

Systematic Transfer Plan (STP) Cum Switch from Cash Management to New / Existing Equity Strategy

Cash Management Strategy PMS Code	Switch To Equity Strategy	Total Investment Amount	STP Start Date	% Switch in Each STP
HSBC Cash Management Portfolio PMS Code	HSBC Equity Strategy Name	Total Investment Amount	Immediate	20% Monthly of Capital*

Assumptions & illustration for STP Cum Switch:

- Initial transfer of 20% of total investment amount to Equity Strategy specified above will be made on an Immediate basis and Including the initial transfer, 5 STP transfers will be made.
- Subsequent Switch from HSBC Cash Management Portfolio will be made on the 10th of every month, if 10th is a holiday, then Switch will be made on subsequent business day.
- Cancellation/Modification during the STP period is not permitted.
- *5th STP amount can be more than 20% considering accumulated returns in HSBC Cash Management Portfolio.

Declaration & Signature:

- I/We understand that pursuant to this request the Portfolio Manager shall manage the assets i.e., funds and /or securities managed under the HSBC Cash Management Portfolio and shall transfer funds and/or securities to the new Equity Strategy specified above on a periodic basis.
- I/We further understand that the Portfolio Manager may at its discretion transfer the assets in the same form (funds and / or securities) as invested under the HSBC Cash Management Portfolio or may liquidate any/all securities managed under the HSBC Cash Management Portfolio and thereafter the funds and / or securities standing to my/our credit (net of all expenses) may be invested as per the Equity Strategy specified above.
- I/We further understand that due to fluctuations in the prices of securities/ transfer of marketable lot of the securities, the resultant value of the securities transferred may not be exactly equal to the amount requested hereinabove. I/We agree to hold HSBC Asset Management (India) Private Limited and its employees harmless and not liable and agree that I/We shall raise no claims for any loss that is suffered due to delay in deployment or transfer of funds/ securities.
- If the transaction(s) are delayed / not processed due to any reason on the STP due date, no back dated impact will be given in any circumstances whatsoever
- I/We understand the investment objectives under the HSBC Cash Management Portfolio and the Equity Strategy to which funds and/or securities will be subsequently transferred and have read and understood the Disclosure Document.
- I/We understand that the Portfolio Investment Management Agreement and Supplemental Agreement (if any) entered into between me/us and HSBC Asset Management (India) Private Limited shall continue to remain in force and be applicable to my/our investment in HSBC Cash Management Portfolio as well as the Equity Strategy specified above. Further, I/We confirm that I/We have read and understood the schedule of fee and that the fees applicable for the Equity Strategy as attached with equity strategy shall be applicable to me after the change in the strategy.
- In case of a partial re-balancing to the Equity Strategy specified above, I/We agree and confirm that the fees and charges charged by the Portfolio Manager for providing me / us the Portfolio Management Services with respect to the other Investment Strategies availed by me as per the PMS fee schedule(s) signed by me/ us from time to time shall continue to remain applicable.
- I/ We understand that upon redemption request, the portfolio will be liquidated, and proceeds will be paid as per redemption payout timelines, irrespective of exposure to equity/liquid/overnight funds.

Liquid Fund Investment Approach: HSBC Cash Management Portfolio

Investment Objective:

HSBC Cash Management Portfolio aims to predominantly make investments in Overnight scheme of HSBC Mutual Fund and/or cash to generate reasonable returns commensurate with low risk while providing a high level of liquidity.

Description of types of securities:

Units of overnight funds of HSBC Mutual Fund and Cash

Basis of selection of types of securities:

The investment approach is to invest client's money in units of overnight funds of HSBC Mutual Fund or keep in cash to generate reasonable returns till such time the money is invested in one of the other investment approaches of HSBC Asset Management (India) Private Limited.

Allocation of portfolio across types of securities:

Instruments	Indicative Allocation (% of assets)
Units of overnight funds of HSBC Mutual Fund and/or Cash	100%

Benchmark Index for comparison of performance: CRISIL Overnight Index

Rationale for selection of benchmark:

The portfolio is being benchmarked against the CRISIL Overnight Index since the investment will be predominantly in units of overnight fund of HSBC Mutual Fund. Hence, the index is most suited for comparison purposes.

Indicative tenure or investment horizon:

Short Term i.e. upto 5 months

Risk associated with the investment approach

The portfolio will invest in overnight funds of HSBC Mutual Fund. Hence, scheme specific risk factors applicable to such underlying scheme will be applicable to the portfolio. Few of them are as follows:

- The fund may invest into money market securities which are subject to interest rate risk, credit risk, liquidity risk, etc.
- The fund may have a limited number of investment options – TREPAs and / or debt & money market instruments having maturity of 1 business day. There may be a likelihood that monies of the fund may remain un-deployed due to unavailability of investment opportunities.

Investment Strategy:

The portfolio strategy endeavors to generate reasonable returns within short term by investing into overnight funds of HSBC Mutual Fund. However, it is expressly clarified that clients are not being offered any guaranteed / assured returns and that the Portfolio Manager only endeavors to meet the investment objective.

Client Fee Schedule

PORTFOLIO MANAGEMENT FEES – HSBC Cash Management Portfolio

For managing the assets under the HSBC Cash Management Portfolio, the Portfolio Manager will charge the Client fees as follows. The fee structure under the plan is summarized below.

Fee Structure

Upfront Fees	Nil
Portfolio Management Fee :	Nil
Exit load	Nil

Fees and charges in respect of investment in mutual funds

In case of investments of Client's money in overnight funds of HSBC Mutual Fund for cash management purposes, the Client shall bear the recurring expenses charged by such mutual fund schemes.

Other Fees and Charges

The Client shall also reimburse to the Portfolio Manager such transaction fee, Fund Accounting Charges, brokerage charges, safe custody fee, demat fee, statutory levies such as Good and Service tax, Securities Transaction Tax and/or any other fees paid in respect of the investments and/or disbursements made under this Agreement which shall be directly debited to the Client's account at actuals, as and when the same becomes due for payment. The Portfolio Manager shall be entitled to recover any incidental expenses incurred on behalf of the client.

Such incidental expenses shall be charged and debited to the Client's Account from time to time at the sole discretion of the Portfolio Manager.

The Client will be intimated of all charges and debits through periodic reports as agreed under the PMS discretionary agreement with the details thereof.

General Terms

Capitalized terms in this Appendix shall have the same meanings as given to them in the Agreement.

- It is distinctly understood by the client that the Portfolio Manager does not and will not guarantee or assure directly or indirectly any return on the account.
- The Portfolio Manager shall have the right to revise the management fee with the consent of the Client any time during the currency of this agreement.

Summary of Other Fees charged

Nature of Fees		Range
1	Account setup fees (Franking and Notarization of Agreement)	Rs. 1500 to Rs. 2500
2	Depository / Custodian and Fund Accounting Fee	
i	Asset Servicing Charges - Assets size: Any AUC	0.02% p.a. of AUC
ii	Fund Accounting Charges - Assets size: Any AUM	0.03% p.a. of AUM
iii	Transaction and Other Charges	
a	IPO/ Rights /Buy Back/ Open Offer / Mutual funds applications or off-market deal	INR 100 per instruction (NSDL/CDSL charges at actuals*)
b	NRI PIS service charges	PIS Issuance Charges - Rs.1000/- PIS AMC - Rs.1500/- PIS Reporting Charges - Rs.150/- Non PIS reporting Charges - Rs.200/- Reporting charges will be levied per trade date - separate for purchase date
c	Depository charges other than transaction charges (For eg. Conversion of Physical to Demat and vice versa, AMC*, Pledge, etc.)	At Actuals
*Present NSDL Charges, AMC is Rs. 500/- P.A. for Corporate client & Transaction charge of Rs. 5.00 per debit transaction		
3	Brokerage, Transaction costs and Other services	0.02% - 0.12% of Total Transaction Value
4	CA Certification Charges for NRI Client	At Actuals
5	Any Other Incidental and Ancillary Charges	At Actuals
6	Annual Audit certification	At Actuals

Note - GST will be applicable in addition to the above charges as per the applicable rates.

Illustrations for Fees and Charges for HSBC Cash Management Portfolio Investment Approach

IMPORTANT NOTE - This schedule is for illustrative purposes only and should not be construed as the actual Fees and Charges that you may incur for your account with the Portfolio Manager. The actual Fees and Charges will be based on the size of the portfolio, the type and rate of fees opted, etc.

Assumptions for the illustration are as follows:	Sr. No.	Nature of fees	Scenario 1: Gain of 20%	Scenario 2: Loss of 20%	Scenario 3: No change
			Amount in Rs	Amount in Rs	Amount in Rs
A. Size of sample portfolio: Rs 50,00,000	1	Capital contribution	5,000,000.00	5,000,000.00	5,000,000.00
B. Period: 1 year	2	Less: upfront fees	-	-	-
C. Upfront fees: Nil	3	Less: any other fees	-	-	-
D. Management Fixed fees: Nil	4	Assets under management (AUM)	5,000,000.00	5,000,000.00	5,000,000.00
E. Brokerage/ DP charges/ transaction charges: Indicative charges as a percentage of capital contribution / assets under management (e.g. 0.5%)	5	Add/Less: Profit/Loss on investment during the year @ 20% on AUM	1,000,000.00	(1,000,000.00)	-
	6	Gross Value of the portfolio at the end of the year	6,000,000.00	4,000,000.00	5,000,000.00
	7	Less: Management Fixed Fees	-	-	-
	8	Less: brokerage and Transaction Cost	-	-	-
F. Performance fee : Nil	9	Less: Other Fees and Charges (DP charges / Transaction charges / Custody, FA fees, any other charges) @ 0.5% on AUM / Gross Value	30,000.00	20,000.00	25,000.00
G. Frequency of fee calculation and charging: Monthly for fixed fee and on investment year for performance fees	10	Total charges during the year	30,000.00	20,000.00	25,000.00
	11	Net Asset Value (NAV) of the portfolio at year end	5,970,000.00	3,980,000.00	4,975,000.00
	12	% change over capital contributed	19.40%	-20.40%	-0.50%

Notes to fees

If client makes partial redemptions out of PMS account or closes the PMS account before due date of billing, then, pro-rata fee would be recovered for the period between Last billing date / Account opening date and Date of redemption / account closure.

Please write the following statement in your own handwriting in the box provided below:

“I, <Client Name> have understood the fees/ charge structure.”

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	S10 	S10 	S10 

Place:

Date: D D M M Y Y Y Y

DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

This Discretionary Portfolio Management Agreement (hereinafter referred to as "this Agreement") is made _____ day of _____ month of 20 _____ between:

HSBC Asset Management (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at **9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai – 400 063.** (hereinafter referred to as "**the Portfolio Manager**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) of the one part;

and

Mr./Ms./Messrs. _____, Mr./Ms./Messrs. _____
 _____ and Mr./Ms./Messrs. _____ resident/
 Non Resident Indian/Karta of HUF/a (registered) partnership/ residing at/having its registered office at/having its principal place of business at _____
 or _____ a company incorporated under
 the Companies Act, 1956 having its registered office at _____
 _____ or _____
 a trust constituted under the Indian Trust Act, 1882/Bombay Public Trust Act, 1950 having its office at _____

(hereinafter referred to as "**the Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include, where the Client is a company, its successors in title, executors, administrators and permitted assigns, where the Client is a partnership firm, the partners for the time being of the firm, the last surviving partner and the heirs, executors, administrators and legal representatives of each deceased partner, where the Client is a Hindu Undivided Family (HUF), the members/ co-parceners of the HUF, their respective survivors/heirs, executors, administrators and assigns, where the Client is a Trust, the trustee or the trustees for the time being of the Trust, the survivors or survivor of them and the heirs, executors, administrators of the last survivor; where the Client is a sole proprietor or an individual his/her heirs, administrators, executors and assigns of the other part.)

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

WHEREAS

- (a) The Portfolio Manager undertakes and is duly authorised by the Securities and Exchange Board of India to provide Portfolio Management Services vide Registration No. INP000001322.
- (b) The Portfolio Manager intends to provide Discretionary Portfolio Management Services under the various Portfolios of the Account as more particularly described in Schedule 1 forming part of the Agreement (Portfolio Details) hereunder and the Client is desirous of appointing and retaining the Portfolio Manager for Discretionary Portfolio Management Services subject to applicable laws and the Act, the Rules and the Regulations as may be amended from time to time and conditions hereinafter provided.
- (c) The Portfolio Manager has provided the Client with a Disclosure Document as specified in Schedule V of the Regulations, along with a certificate in Form C as specified in the Regulations.
- (d) The Client has satisfied itself of the capability of the Portfolio Manager to provide the services of Portfolio Management.
- (e) The parties are desirous of recording their understandings in writing, which they hereby do under these presents:

NOW THEREOF IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1.0 Definitions

- (a) "**Act**" shall mean the Securities and Exchange Board of India Act, 1992 as amended from time to time.
- (b) "**Agreement**" shall mean this Agreement and includes any Recitals, Schedules, Annexure or Exhibits or Appendices to this Agreement and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the parties hereto.
- (c) "**Account**" or "**Assets of the Account**" shall mean the portfolio of Securities, goods and other investments and funds of the Client managed by the Portfolio Manager, as have been described in the **Schedule 1** forming part of the Agreement and shall be described therein, relating to the Securities/ goods/ investments/ funds handed over from time to time for being managed by the Portfolio Manager for and on behalf of the Client, in accordance with this Agreement and the Regulations.
- (d) "**Appendices**" shall mean the appendices forming part of this Agreement, describing, *inter-alia* Portfolio Management Fees and other charges to be paid by the Client.
- (e) "**Applicable Law**" shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and all other applicable laws, by-laws, rules, regulations, circulars, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of the Government of India or any State of the Union of India or any department thereof or any semi-governmental or judicial or quasi-judicial Person in India or any person (whether autonomous or not) who is charged with the administration of any Indian law.
- (f) "**Bank Account**" means (a) one or more bank accounts opened and maintained by the Client and operated by the Portfolio Manager to manage the Client's funds under the power of attorney in accordance with this Agreement; and/ or (b), the pooled bank account opened and operated by the Portfolio Manager on behalf of all of its clients, in accordance with Applicable Law.
- (g) "**Business Day**" shall mean a day other than (i) a Saturday and Sunday, (ii) a day on which Banks in Mumbai and / Reserve Bank of India (RBI) are closed for business / clearing, (iii) a day which is public holiday and / or bank holiday in Mumbai, (iv) a day on which the Bombay Stock Exchange and / or the National Stock Exchange are closed for Trading, (v) a day on which the business cannot be transacted because of bandhs, floods, strikes etc. or for any other reason as the Portfolio Manager may prescribe. The Portfolio Manager reserves the right to declare any day as a business day, with prior notice to the Client. The decision of the Portfolio Manager in this respect shall be considered final.
- (h) "**Custodian**" shall mean the custodian of securities and goods, duly holding a Certificate of Registration under the SEBI (Custodian of Securities) Regulations, 1996, as appointed by the Portfolio Manager in terms of Applicable Law from time to time, and presently, Axis Bank.

- (i) **“Depository Account”** shall mean such accounts with the depository participant which are opened and maintained by the Client with Axis Bank or any other depository participant, being a depository participant registered with SEBI, in respect of the Securities forming part of the Account, and operated by the Portfolio Manager under the power of attorney in accordance with this Agreement.
- (j) **“Disclosure Document”** shall mean and refers to the Disclosure Document containing the key information about the Portfolio Manager, its background and its portfolio(s), as specified in Regulation 22(3) of the Regulations and Schedule V of the Regulations, and made available to the Client in accordance with the Regulations.
- (k) **“Discretionary Portfolio Management Services”** shall mean the portfolio management and other allied services rendered to the Client by the Portfolio Manager in relation to the Assets of the Account, in accordance with the terms and conditions of this Agreement and Applicable Law, where the Portfolio Manager exercises its sole and absolute discretion with respect to the Assets of the Account, in a manner it deems fit, at the Client’s risk.
- (l) **“Effective Date”** shall mean the date of execution of this Agreement.
- (m) **“FATCA”** means (a) sections 1471 to 1474 of the Internal Revenue Code or any associated regulation, instruction or other official guidance, as amended from time to time; (b) any treaty, law, regulation, instruction or other official guidance enacted or amended in any her jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above; (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction; or (d) any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (a), (b) or (c) enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction, including, without limitation, any governmental or intergovernmental agreement for the cross border exchange of tax information applicable in any jurisdiction, the EU Savings Directive (Council Directive 2003/48/EC) and any multilateral tax information exchange;
- (n) **“Intermediaries”** shall mean custodians, banker to an issue, trustee, registrar to an issue, merchant banker, depositories, depositary participants, share transfer agents, investment advisors, underwriters, stock brokers, debenture trustees, mutual funds and any other persons who may be associated with the securities market in any manner and in any capacity, and which may be appointed by the Portfolio Manager to aid in the provision of the Discretionary Portfolio Management Services to the Client.
- (o) **“Minimum Participation Amount”** shall have the meaning ascribed to it in Clause 12.
- (p) **“Mutual Fund Schemes”** means schemes, including Exchange Traded Funds (ETFs) of various mutual funds regulated by SEBI.
- (q) **“Portfolio(s)”** means the portfolios launched by the Portfolio Manager from time to time, in which the funds contributed by the Client may be invested by the Portfolio Manager, in accordance with the terms of this Agreement.
- (r) **“Portfolio Manager”** means HSBC Asset Management (India) Pvt. Ltd. (AMIN), who has obtained certificate of registration from SEBI to act as a Portfolio Manager under Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993, vide Registration no. INP000001322 and is deemed to be registered as such under the Regulations with the same registration number.
- (s) **“Regulations”** shall mean Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended from time to time.
- (t) **“Schedule(s)”** shall mean the schedules forming part of this Agreement, inter alia, describing the Assets of the Account, signed and delivered by the Client.
- (u) **“SEBI”** shall mean the Securities and Exchange Board of India.
- (v) **“Securities”** shall mean (i) “securities” as defined under the Securities Contracts (Regulation) Act, 1956; and (ii) bonds, notes, shares, units of mutual funds including units of the Unit Trust of India, certificates of deposit, futures, foreign exchange contracts, derivatives or mortgage backed or other asset backed securities issued by an institution or body corporate, cumulative convertible preference shares issued by any incorporated company and securities issued by the central government or state government for the purpose of raising public loan, relief bonds, saving bonds or any other new form of capital or money market instruments that may be issued in future by any incorporated company/firm/institution or government or the Reserve Bank of India, any other securities and instruments including foreign securities as permitted by

law, and rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, dividends, conversion, option or otherwise) in respect of any of the foregoing, and any certificates, options, receipts, warrants or other instruments (whether in registered or unregistered form) representing rights to receive, purchase or subscribe for any of the foregoing or evidencing or representing any other rights or interests therein (including, without limitation, any of the foregoing constituted, evidenced or represented by an entry in the records of the issuer or a depository) which may from time to time be held by the Portfolio Manager under the terms of this Agreement, in accordance with Applicable Law.

(w) **“We/us/our”** shall mean HSBC Asset Management (India) Private Limited and any person entitled at any future date to exercise all or any of our rights under this Agreement.

(x) **“You”** shall mean all and any person party to this Agreement in their capacity as our client.

1.1. Interpretation

Unless otherwise provided or unless the subject or context otherwise requires, in this Agreement:

- (a) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement. References to Clauses and Recitals shall be construed as references to Clauses or Recitals of this Agreement, unless specified otherwise.
- (b) Words denoting one gender include all genders; words denoting company include body corporate, corporations and trusts and vice versa; words denoting the singular include the plural; and words denoting the whole include a reference to any part thereof.
- (c) Reference in this Agreement to any document, security or agreement includes reference to such documents, security or agreement as amended, novated, supplemented, varied or replaced from time to time.
- (d) References to “this Agreement” mean this Agreement together with its recitals and the forms annexed hereto along with any schedules and appendices executed by the parties which would form part of the Agreement and any/or alteration made by executing an addendum.
- (e) The words “including”, “include” and “in particular” shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.
- (f) Heading, sub-heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation.
- (g) Capitalized terms used herein but not specifically defined shall have the respective meanings assigned to them in the relevant Disclosure Document.
- (h) Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- (i) Any term or expression used but not defined herein shall have the same meaning attributable to it under Applicable Law.
- (j) Schedules to this Agreement, Investors Policy Statement and the Disclosure Document are integral parts of this Agreement and references to this Agreement include references to such Schedules, Investor Policy Statements and updated Disclosure Document.
- (k) “Person” includes an individual, partnership firm, company as defined in section 2 of the Companies Act, 2013 (erstwhile section 3 of Companies Act 1956) a body corporate as defined in section 2(11) of the Companies Act, 2013, a co-operative society and any body or organisation of individuals or persons whether incorporated or not.
- (l) If by the terms of this Agreement, any act would be required to be performed on a day which is Public Holiday, that act shall be deemed to have duly performed, if performed on or within the period ending on the immediately preceding Business Day before that day, unless otherwise specified.

2.0 Appointment of the Portfolio Manager

Pursuant to valid and proper authority and in accordance with Applicable Law, the Client hereby appoints, entirely at his/her/its own risk, the Portfolio Manager to provide the Discretionary Portfolio Management Services, in accordance with the Regulations, for the Portfolio Management Fees and for a period hereinafter described, entirely at the Client’s risk. The Portfolio Manager, in this context, shall have absolute and unfettered discretion and authority, without any reference to the Client, to manage, invest, re-invest, disinvest and perform various other support and related services in such a manner as it shall deem fit.

3.0 Scope

- 3.1 The Portfolio Manager agrees to provide the Discretionary Portfolio Management Services which shall include (a) investment management,

(b) the responsibility of managing, renewing and reshuffling the Assets of the Account, including through buying and selling the Securities, (c) monitoring book closures, dividend, bonus, rights etc., and other corporate actions so as to ensure that all benefits accrue to the Client's Account, (d) taking day to day decisions in respect of the Account in accordance with this Agreement.

- 3.2 The Portfolio Manager shall individually, independently and at its sole, entire and absolute discretion manage the Assets of the Account, in accordance with the Agreement, Applicable Law and the Disclosure Document.
- 3.3 The Portfolio Manager shall, in discharging its duties as such, act as an agent/trustee of the Client and in a fiduciary capacity with regard to the Client's Account.
- 3.4 This Agreement is without prejudice to any other terms issued to the Client by the Portfolio Manager or agreements entered into between the Client and the Portfolio Manager and which may relate to specific products ("specific product terms"), including, without limitation, any master agreements relating to futures, options and contracts for differences. If any provision in this Agreement conflicts with a provision in such specific product terms, the latter provision shall prevail in so far as it does not conflict with any of the Portfolio Manager's duties or obligations under this Agreement or Applicable Law.
- 3.5 All actions undertaken by the Portfolio Manager under this Agreement, shall be in accordance with the stated investment objectives and restrictions, as may be stipulated hereunder and further detailed in writing by the Client in the relevant Schedules forming part of the Agreement. All transactions in investments shall be subject to Applicable Law, ("market requirements") so that:
 - (a) in the event of any conflict between the terms and conditions of this Agreement and any market requirements, the market requirements shall prevail;
 - (b) the Portfolio Manager shall be entitled to take such action or steps or omit to take any action or steps as it shall, in its absolute discretion, consider necessary to ensure compliance with the market requirements, including taking any action to avoid or mitigate any loss arising as a result of a change in the market requirements; and
 - (c) all of the market requirements and any such action or step so taken by the Portfolio Manager as a consequence of such requirement shall be binding upon the Client, as if expressly set out herein or authorised hereby.

4.0 Functions of the Portfolio Manager

- The main functions of the Portfolio Manager under this Agreement are as follows:-
- 4.1 To carry on the activity of a discretionary portfolio manager for the Client, by providing Discretionary Portfolio Management Services with respect to the Assets of the Account as per the investment guidelines inter alia provided for in clause 8;
 - 4.2 To deploy funds contributed by the Client so as to enable the Client to earn reasonable returns on his/her/its contribution;
 - 4.3 To 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 realise the objectives of the Agreement, without any limitation. 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/ Securities as may be expressly prohibited by SEBI or the Reserve Bank of India ("RBI") or other regulatory bodies, from time to time.
 - 4.4 The Portfolio Manager has launched certain Portfolios or may launch more Portfolios for the above purpose and the Client may invest in such Portfolios at his/her/its discretion as may be indicated under the relevant Schedule forming part of this Agreement.
 - 4.5 The Portfolio Manager shall make appropriate arrangements for the custody of Client's Securities and funds forming part of the Asset of the Account, as required under Applicable Law.
 - 4.6 The Portfolio Manager shall follow all entitlements such as bonus, rights, dividends etc. on behalf of the Client and shall, provide a statement of the Account to the Client monthly.
 - 4.7 The Portfolio Manager shall ensure that the funds received from the Client, investments or divestments in Securities and all credits to the Bank Account and/ or the Depository Account, as applicable, such as interest, dividend, bonus or any other beneficial interest received on the investments and debits for expenses, if any, shall be properly accounted for, and details thereof shall be properly reflected in monthly statement of the Account provided to the Client.
 - 4.8 The Portfolio Manager shall exercise due care and diligence in rendering Discretionary Portfolio Management Services under the Agreement.

However, it is understood that (i) investments are made based on certain evaluations and there can be no assurance or guarantee with regard to returns or even preservation of capital; and (ii) the Portfolio Manager shall not be liable to the Client for any losses, claims or damages, except those arising out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.

- 4.9 The Portfolio Manager shall ensure proper and timely handling of complaints from the Client and shall take appropriate action towards redressal of such complaints, in accordance with Clause 30 of this Agreement.

5.0 Fees and Charges

- 5.1 In consideration of the Portfolio Manager entering into this Agreement and in consideration of the Portfolio Manager rendering / agreeing to render Discretionary Portfolio Management Services to the Client pursuant to this Agreement, the Client shall pay, subject to Applicable Law, to the Portfolio Manager the portfolio management fee, as is more particularly described in the [Appendix 1](#).
 - 5.2 The fees will be charged upon activation of the Client's account i.e., from the date on which the account activation formalities have been completed and the participation amount(s) is / are realized in the account of the Client, or in case of Securities, the date on which the last of the Securities with respect to the corresponding Minimum Participation Amount is credited in the Depository Account. For all purposes of this Agreement, including without limitation to the computation of the Portfolio Manager's fees hereunder, the Assets of the Account shall be valued in accordance with the Portfolio Manager's standard valuation policies and procedures, which is specified under the Disclosure Document shared with the Client.
 - 5.3 The Client will pay and reimburse the Portfolio Manager for expenses incurred by the Portfolio Manager on his/her/its behalf, including without limitation, governmental fees; interest charges; taxes; fees and expenses of the Client's independent auditors and legal counsel; brokerage and other expenses connected with the execution, recording and settlement of portfolio security transactions; insurance premiums; and fees and expenses of the Custodian for all services to the Client, including, safekeeping of funds and securities and maintaining required books and accounts. It is clarified that reimbursements will be calculated on actuals. The Client hereby authorizes the Portfolio Manager to debit the Bank Account for all the costs, expenses, charges referred to in this clause 5 and [Appendix 1](#) and for any other services rendered by the Portfolio Manager or outsourced by the Portfolio Manager in relation to the Account as mentioned in the Disclosure Document furnished by the Portfolio Manager to the Client and as agreed by the Client from time to time. Where it is not feasible or possible for any reason to debit to the Bank Account in the manner above, the Portfolio Manager shall raise debit notes on the Client, and the Client shall be liable to pay the amounts stated in the debit notes within the prescribed timelines.
 - 5.4 In the event of non-payment of fees and / or other charges due and payable by the Client to the Portfolio Manager as stipulated under this Agreement, the Portfolio Manager shall be authorized to sell any Securities forming part of the Account and debit the Client's Account to the extent of such outstanding fees / charges.
 - 5.5 The Portfolio Manager shall have a first charge, right of lien and/or set-off on the Assets of the Account for amounts payable to it under Clause 5 or any other provision of this Agreement, and any right of the Client to dispose of, acquire, withdraw or encumber the Assets of the Account, or any part thereof shall be subject to the Portfolio Manager having first received all such amounts due to it pursuant to Clause 5 or any other provision of this Agreement.
 - 5.6 The Client hereby expressly acknowledges and undertakes that it has understood the mode and manner of computation and payment of the fees of the Portfolio Manager and grants its consent to the fees and other charges specified in this Agreement and at [Appendix 1](#) for the Discretionary Portfolio Management Services.
- In the event the Client has any objections with respect to the quantum of fees charged by the Portfolio Manager, it shall inform the Portfolio Manager of the same within 7 days of being notified of the said fees by the Portfolio Manager, failing which, the quantum of fees shall be deemed to have been accepted by the Client.
- 5.7 All fees shall be paid in full by the Client without any counter claim, set off or withholding. However, the fees may be subject to tax deduction at source in accordance with the rates under the Income Tax Act, 1961 (as prescribed).

6.0 Portfolio Manager's Powers, Duties and Obligations

- 6.1 The Client hereby authorises the Portfolio Manager to do in its sole, entire and absolute discretion all such acts, deeds, matters and things on behalf of the Client, as may be incidental or consequential to the discharge of

- its responsibilities under this Agreement, the Act, the Regulations, Disclosure Document, and any other Applicable Law.
- 6.2 The Portfolio Manager shall provide a report to the Client of the actual details and the calculations in respect of the purchase price and the sale price of the various investments made on a monthly basis.
- 6.3 The Portfolio Manager shall maintain separate books and records relating to its transactions for the Client to ensure compliance with the Regulations.
- 6.4 The Portfolio Manager may at its discretion, constitute, nominate, appoint and substitute agents/ auditors, determine their duties, fix their emoluments and acquire security in such instances and of such amount, as the Portfolio Manager may think fit.
- 6.5 The Portfolio Manager may constitute committees consisting of such persons as it thinks fit to guide and advise 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 or in relation to the Client's Account in any manner or in relation thereto.
- 6.6 The Portfolio Manager may manage the funds raised, collected or brought from outside of India in accordance with Applicable Law.
- 6.7 The Portfolio Manager will operate the Bank Accounts and the Depository Accounts in accordance with this Agreement and Applicable Law.
- 6.8 The Portfolio Manager may not act upon the instructions given by the Client, in case after the receipt of instruction but before implementation thereof, the Portfolio Manager has reasonable grounds to believe that the implementation or compliance may not be practicable or might be in contravention of Applicable Law.
- 6.9 The Portfolio Manager shall, at its complete discretion, determine the manner in which any right to consent to corporate actions, conversion rights, subscription rights, tender rights, appraisal rights and any other rights pertaining to any Securities held in the Account, excluding voting rights, shall be exercised. For the 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. It is clarified that the Portfolio Manager shall not exercise voting rights on the shares of any company which are purchased or held by the Portfolio Manager on behalf of and on account of the Client pursuant to this Agreement or in respect of other Securities held by the Client.
- 6.10 The Portfolio Manager shall not derive any direct or indirect benefit out of the Client's funds or Securities, in violation of Applicable Law.
- 6.11 The Portfolio Manager shall not borrow funds or securities on behalf of the Client.
- 6.12 The Client hereby authorizes the Portfolio Manager to participate in securities lending in accordance with Applicable Law.
- 6.13 The Portfolio Manager shall rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Account by facsimile, telex, or in writing, unless the Portfolio Manager shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated. It is expressly agreed by and between the Parties that no cognizance shall be taken of any oral communication.
- 6.13 Conflict of Interest and Disclosures**
- (a) The Portfolio Manager as well as any of its directors, employees shall avoid any conflict of interest in relation to its investment decision pertaining to the Client's Account or else, where such a conflict of interest does arise, shall ensure fair treatment to all its clients. The Portfolio Manager shall disclose to the Client possible sources of conflict of duties and interests, and shall not, at any time, place its personal interest above that of the Client.
- (b) The Portfolio Manager will take best efforts to safeguard the Client's interest with regard to dealings with Intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client for the purpose of this Agreement and the Portfolio Manager shall ensure due performance of contract or understanding by the Intermediary.
- (c) The Client recognizes that the Portfolio Manager may have 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.
- (d) Subject to the Regulations and this Agreement, the Portfolio Manager may, at its discretion and subject to its internal policies and procedures, from time to time, engage in the following activities, wherein such potential conflicting interests and duties may arise:
- (i) Purchase, sell or otherwise deal in any Securities for and on behalf of its other clients, purchase or sell Securities inter-se among its clients at the prevailing market price.
 - (ii) Any of the Portfolio Manager's directors or employees, is a director of, holds or deals in Securities of, or is otherwise interested in any company whose Securities are held or dealt in on behalf of the Client.
 - (iii) The transaction on behalf of the Client is in the Securities issued by another client of the Portfolio Manager.
 - (iv) The Portfolio Manager, while acting as an agent for the Client in relation to transactions, may also act as an agent for the account of other clients.
 - (v) The transaction on behalf of the Client is in units or shares of in house funds or any company of which the Portfolio Manager is the manager, operator, adviser or trustee.
 - (vi) The Portfolio Manager may have regard, in exercising its management discretion, to the relative performance or other funds under its management.
 - (vii) The transaction on behalf of the Client is in the Securities of a company for which the Portfolio Manager or any other member of the HSBC Group has underwritten, managed or arranged an issue or offer for sale before the date of the transaction.
 - (viii) The transaction on behalf of the Client is in Securities in respect of which the Portfolio Manager, or a director or employee of the Portfolio Manager, is contemporaneously trading or has traded on its own account or has either a long or short position.
 - (ix) The Portfolio Manager may facilitate transactions with or through the agency of another person with whom it has an arrangement under which that person will from time to time provide to, or procure for the Portfolio Manager, services or other benefits the nature of which are such that their provision results, or is designed to result, in an improvement of the Portfolio Manager's performance in providing services for its clients.
 - (x) Have a commercial relationship with service providers other than for the purpose of providing the Discretionary Portfolio Management Services.
 - (xi) Have a commercial relationship either directly, or through its affiliates, with companies or entities whose Securities are held, purchased or sold for the Client's Account.
 - (xii) Purchase or sell Client Securities from / to any one with whom the Portfolio Manager has a commercial / other relationship or arrangement.
 - (xiii) Deal with a broker and/or dealer who is not on the pre-approved list should the situation so warrant, as long as the terms are favorable to the Client and/or as would be obtained from a broker and/or dealer who are on the pre-approved list.
 - (xiv) Purchase, hold and sell at the prevailing market price for the Account, any marketable Securities that may have been held and acquired by it or by its other clients with whom, it is having a business relationship.
 - (xv) Appoint any service providers as agents of, or service providers to the Client for rendering any services in connection with the administration / management of the Account and remove such service providers. For avoidance of any doubt, it is clarified that the Portfolio Manager shall inter-alia be entitled to employ, retain or appoint any affiliates or any of the partners, directors of the Portfolio Manager or its affiliates or any person as an Intermediary or service provider to aid in the provision of the Discretionary Portfolio Management Services and related matters. The Client has expressly and with full knowledge of the implications, conferred absolute and unfettered discretion on the Portfolio Manager in relation to all decisions concerning the Discretionary Portfolio Management Services and the Client agrees and confirms that all such decisions of the Portfolio Manager (which shall, in this Agreement, include decisions taken by any person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be assailed, challenged, questioned controverted or disputed by the Client in any manner whatsoever. The Client shall not be entitled to hold the Portfolio Manager responsible or liable in any manner whatsoever or claim any damages, losses or other amounts on account of the exercise of such discretion by the Portfolio Manager or any decision

taken by the Portfolio Manager in good faith, except those arising out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.

- (e) The Client hereby takes note of the potential conflict situations set out above and confirms that notwithstanding this, the Portfolio Manager is authorised to make investments/disinvestments on behalf of the Client and manage the Account in accordance with the investment guidelines, and Applicable Law.
- 6.14 The Client agrees that the Portfolio Manager may record conversations between the Client and / or the Client's representatives and the Portfolio Manager, over the telephone, and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property and may be used by the Portfolio Manager for any purpose of this Agreement.
- 6.15 For the appointment of service provider, the Portfolio Manager may pay any fees / other charges to such service providers, which charges will be charged to the Client.
- 6.16 The Portfolio Manager shall be entitled to institute or defend legal proceedings against any third party in order to protect the Client's interest under this Agreement. The Client shall reimburse all costs and expenses incurred by the Portfolio Manager in instituting or defending such legal proceedings.
- 6.17 The Portfolio Manager shall take all steps and precautions to prevent any insider trading and shall not trade while in possession of, or having access to, any unpublished price sensitive information. The Portfolio Manager shall not give any information / advise / inputs / opinions (whether solicited or not by the Client) which is price sensitive or which amounts to or which may lead to violation of the SEBI (Prohibition of Insider Trading) Regulations, 2015, or SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to the Securities Market) Regulations, 2003 or any other Applicable Law.
- 6.18 The Portfolio Manager shall be bound to manage the affairs of the Client with maximum permissible economy, consistent with the maintenance of efficiency of administration in a manner, which will secure the best interests of the Client.
- 6.19 The Portfolio Manager may furnish, in accordance with Applicable Law, such information pertaining to the Client as is required by SEBI, RBI or any other governmental or regulatory authority, including any foreign authority, having the right to call for information under Applicable Law, without obtaining the prior consent of the Client.

7.0 Obligations of the Client

7.1 Taxes

- (a) The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, in accordance with Applicable Laws, all taxes payable in connection with the Assets of the Account, including without limitation income tax, if any, on the income arising from the Assets of the Account whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise and file, within the stipulated time all tax returns, statements, applications and other documents in that behalf. The tax may be deducted at source under applicable provisions of the Indian Income Tax, 1961, as amended, and shall be charged to the Client and shall be recorded in the Assets of the Account. The Portfolio Manager does not take any responsibility for any matters relating to the income tax filing 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.
- (b) The Client agrees to furnish the TDS (Tax deducted at source) certificate to the Portfolio Manager subsequent to deduction of TDS on management fees charged by the Portfolio Manager, as per the provisions of Income Tax Act, 1961. The Portfolio Manager shall credit the Client's account for the said amount of such original TDS certificates furnished.

7.2 Disclosure of Interest and other obligations

- (a) The Client undertakes to inform the Portfolio Manager in writing, immediately of his/her/its acquisition of interest in any company or Securities that is listed or proposed to be listed, which will enable him/her/it to access unpublished price sensitive information of such entity or Securities. The Client confirms and accepts that the Portfolio Manager shall not be liable or responsible for the underperformance of Account of the Assets due to the restrictions arising out of disclosures by the Client related to his/ her/ its interest in various corporate bodies or Securities which enables him/her/it to access unpublished price-sensitive information.
- (b) The Client confirms that, the acquisition of any Securities of any company by the Portfolio Manager is not likely to result in breach of the Client's obligations under the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 2011 as amended (the

"Takeover Regulations"). The Client undertakes to inform the Portfolio Manager, in writing, immediately of his/ her/its acquisition of interest in any company that is likely to result in obligations upon the Client under the Takeover Regulations if the Securities of such company are acquired by the Portfolio Manager as part of the Account.

- (c) The Client undertakes that it shall be solely and absolutely responsible and liable for compliance with, and any breach or violation of any of its obligations under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, the Securities and Exchange Board of India (Prohibition of Fraudulent and Unfair Trade Practice relating to Securities Market) Regulations, 2003, and the Takeover Regulations arising out of a failure of the Client to provide the necessary information to the Portfolio Manager, and shall indemnify the Portfolio Manager for any losses that it may incur in this regard.
- (d) The Portfolio Manager and the Client shall, in no circumstances, constitute persons acting in concert or persons co-operating with each other (directly or indirectly) or persons having common objectives 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 or in respect of other Securities held by the Client/the Portfolio Manager. To the extent feasible under the framework of this Agreement, and consistent with the Discretionary Portfolio Management Services to be provided by the Portfolio Manager, the Portfolio Manager and the Client shall make reasonable efforts to ensure that the provision of this clause are given effect to at all times. Accordingly, the Portfolio Manager shall not exercise voting rights on the shares of any company which are purchased by the Portfolio Manager on behalf of and on account of the Client pursuant to this Agreement or in respect of other Securities held by the Client.
- (e) The Client shall not, without the Portfolio Manager's prior written consent, dispose of, acquire, withdraw from the Account or encumber in any manner (including by way of pledge, lien, mortgage, hypothecation or any other charge) any funds or Securities forming part of the Account. The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager on its behalf, (i) the Client shall not operate the Bank Account and / or Depository Account and (ii) the Client shall not enter into any agreement with the Custodian (or any other intermediary) or give any instructions to the Custodian (or any other intermediary) in relation to the Account or this Agreement; (iii) the Client shall not pledge, give loan, create any charge, lien or other encumbrance of any nature over the Account or otherwise deal with the Account in any manner whatsoever, in contravention of this Agreement.
- (f) The Client shall, within fifteen (15) days of receipt of the holdings statement forming part of the periodical Account statements sent by the Portfolio Manager, notify the Portfolio Manager if he/she/it notices any discrepancies or shortfalls. In case the Client does not notify the Portfolio Manager of any discrepancies or shortfall in the said statement, such statement shall be deemed to be correct.

7.3 Notices of Changes

During the Term (as defined in clause 15), upon a change in constitution, change of name and/or address, change of resident status, or events such as merger, amalgamation, takeover, change in management or control, or a change in authorized person(s) of the Client, it shall be the duty of the Client to keep the Portfolio Manager duly informed in writing of such change and to duly provide such information to the Portfolio Manager as the Portfolio Manager may request in this regard. The Portfolio Manager may seek advice, or appropriate directions, where required, from competent authorities under Applicable Law with regard to continuation of this Agreement and other agreements with the Client, if any, affected by such change. In addition to the above and more particularly where the Client is a partnership firm/trust (including changes in the partners/ trustees) on which an obligation under or pursuant to this Agreement is incurred, will, unless released by the Portfolio Manager, continue to be liable for any obligations which may be standing in the name of the partnership firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.

7.4 Know Your Client Requirements

The Client shall adhere to any "Know Your Client" and "prevention of money laundering" requirements of the Portfolio Manager, including those pursuant to the Prevention of Money Laundering Act 2002, as amended; the rules, regulations and circulars thereunder, as well as SEBI guidelines/circulars in that regard. In this regard, the Client shall provide to the Portfolio Manager any information and/or documents required by the Portfolio Manager at any time, as may be required under Applicable Law. The Client confirms that the funds provided by him/her/it as part of the Account are and any further amounts placed by it as part of the Account shall be from legitimate sources and is not, and shall not, in any manner, be connected with a contravention of Applicable Law.

7.5 Investment Restrictions

The Client confirms that, other than as set out at Schedule 2, there are no restrictions, limits or conditions under the Applicable Law in respect of the investments that it can make and undertakes that if any such restrictions, conditions or limits become applicable in future, it shall immediately notify the Portfolio Manager.

Notwithstanding the above, it is agreed between the Parties that compliance with any restrictions, limits and/or conditions under Applicable Law in respect of the investments that the Client can make is the sole responsibility of the Client and the Client shall be solely and entirely responsible and liable for any breach of such requirements.

7.6 Obligations regarding operation of Client accounts

The Client accounts, i.e., the Bank Accounts and the Depository Accounts will be solely operated by the Portfolio Manager to the exclusion of the Client and the Client hereby confirms that it shall not exercise any right in relation to operation of these accounts till the termination/revocation of this Agreement in writing. The Client also confirms that the Securities forming part of the Account shall be under the sole control of the Portfolio Manager and the Client shall not exercise any rights in respect of such Securities, except the right to receive any interest, dividend, bonus or any other beneficial interest, and to exercise voting rights. The Client hereby acknowledges and agrees that the Client's purpose and objective of this Agreement does not cover the exercise of any voting rights by the Portfolio Manager. The Client shall not issue any direct instructions to any service provider with which the Client accounts are held in this respect and shall undertake all steps that the Portfolio Manager may reasonably require to ensure that such persons act upon the directions of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses, claims or damages arising out of or in connection with any action(s) directly undertaken by the Client in contravention of this Agreement. In case of accruals from any sale of or otherwise arising from the Client's Securities, the proceeds shall immediately be transferred by the Client to Bank Account for utilisation by the Portfolio Manager as part of the Account.

7.7 Portfolio Manager as Agent of Client

- (a) The Client shall be responsible for all costs, charges, expenses, damages, penalties and losses incurred by the Portfolio Manager in the course of rendering the Discretionary Portfolio Management Services to the Client, and the Client agrees to indemnify and keep the Portfolio Manager indemnified in respect of the above.
- (b) As an agent of the Client, the Portfolio Manager shall hold the Assets of the Account, together with all accruals, benefits, allotments, refunds, returns, privileges thereon, for the benefit of and on behalf of the Client.
- (c) Any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act, omission or commission taken or failure to act save and except those arising out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.

8.0 Investment Guidelines

Subject to the Regulations, the Portfolio Manager shall invest the Client's funds in such securities and in the manner, as permitted by Applicable Law from time to time. Under the Regulations, the Portfolio Manager is entitled to invest the Client's funds in Securities that are: (a) listed or traded on a recognised stock exchange; (b) money market instruments, including commercial paper, trade bill, treasury bills, certificate of deposit and usance bills; (c) units of mutual funds through direct plans; (d) Cash and cash equivalents; and/ or (e) such other securities as specified by SEBI from time to time. However, in respect of investments in derivatives, the Portfolio Manager shall not leverage the Account.

Provided that, the Portfolio Manager shall invest the Client's funds subject to the restrictions, if any, specified by the Client under the Schedule 2 forming part of the Agreement.

- 8.1 The Portfolio Manager shall have the sole and absolute discretion to invest on behalf of the Client account in any of the permissible Securities, subject to Clause 8.1 and as stated in the Disclosure Document and make such changes in the Account and invest some or all of the Client's funds in such manner and in such markets as it deems fit would benefit the Client and in light of the risk profile assigned to the Client, as per his/her/its suitability. The Portfolio Manager's decision (taken in good faith) in deployment of the Clients' 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 ground of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager. This right of the Portfolio Manager shall be exercised strictly in accordance with this Agreement and Applicable Law.

- 8.2 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 shall also be entitled to place margins on behalf of the Client with any broker with whom the Portfolio Manager deals.

- 8.3 The powers exercised by the Portfolio Manager as above 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 in furtherance of this Agreement.

- 8.4 Market operations and/or sale and purchase transactions will be done through brokers empaneled by the Portfolio Manager and/or dealers of good reputation at prevalent market prices usually netted for brokerage and/or commission. The Portfolio Manager, in its absolute discretion but subject to the provisions of clause 4.3 herein, may resort to transactions through private placement, arrangements, treaties and/or contracts for facilitating acquisition and/or disposals, as the case may be, as may be permitted under Applicable Law, from time to time.

- 8.5 In the management of the Account, the Portfolio Manager may, exercise complete discretion on the proportion of exposure on each Security and apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities specified in clause 8.1 and generally manage, convert, transpose and vary the investments in the Account in such manner as the Portfolio Manager in its absolute discretion thinks fit and proper.

- 8.6 Accruals, accretions, benefits, allotments, calls 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 Account shall be received by the Portfolio Manager in the name of the Client and shall be credited to the Account, net of tax deducted at source. 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.

- 8.7 In the event of aggregation of purchase or sales transaction for several clients, the inter-se allocation amongst the clients shall be done on a pro-rata basis and at weighted average price of the day's transactions. The Portfolio Manager shall not keep any open position with respect to allocation of sales and/or purchase transactions effected in a day.

- 8.8 The Portfolio Manager shall observe high standards of integrity and fair dealing in all transactions involving the Account.

- 8.9 The Portfolio Manager shall not pledge or give on loan the Client's Securities to any third party without the written consent of the Client.

- 8.10 The Portfolio Manager shall not invest the funds of the Client in any of the portfolio managed or administered by another portfolio manager. Further, the Portfolio Manager shall not invest the Client's funds on the advice of any other entity.

- 8.11 The Portfolio Manager shall not execute any off-market transfers in the Account, except as otherwise permitted under the Regulations.

- 8.12 The Portfolio Manager shall maintain separate and appropriate client-wise records and books of accounts for every transaction undertaken in respect of the Account and shall provide the Client with statements and information in the manner required under the Regulations on a monthly basis.

- 8.13 The Portfolio Manager shall maintain appropriate records for every transaction undertaken in respect of the Account. The records so maintained shall indicate the data, facts and opinion leading to the investment decision to conduct the transaction for the Client.

- 8.14 The Portfolio Manager shall ensure that any transaction of purchase or sale including that between the Portfolio Manager's own accounts and Client's accounts or between two clients' accounts shall be at the prevailing market price.

- 8.15 The performance of the Securities in the Account will be benchmarked against the benchmark index specified in Schedule 1 forming part of this Agreement. However, the Client understands and acknowledges that the benchmark index may not be truly representative of the Discretionary Portfolio Management Services offered due to the unique nature of the services wherein, (a) the number of stocks may be lower in comparison to the benchmark index and (b) the weightages of individual stocks may vary from weightages in the benchmark index.

- 8.16 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 composition of the benchmark, whenever it deems necessary.

9.0 Delegation and use of Agents

- 9.1 To the extent permissible by Applicable Law, the Portfolio Manager may delegate any of its functions under this Agreement to an agent and may provide information about the Client and the Account to any such

agent. The Client hereby agrees to the same, including the sharing of its information with any such agent appointed by the Portfolio Manager. The Portfolio Manager will act in good faith and with due diligence in its choice and use of such agents.

- 9.2 Without prejudice to the generality of the above clause(s), the Portfolio Manager may employ agents to perform any administrative, accounting, and ancillary services required for performing its Discretionary Portfolio Management Services under this Agreement.

10.0 Liability of the Portfolio Manager

- 10.1. The Portfolio Manager does not, directly or indirectly, assure, warrant or guarantee any minimum returns or protection of the either corpus or any appreciation in the value of the Account.
- 10.2. The Client acknowledges and agrees that the Portfolio Manager (or its director, officers, employees, agents, group entities, consultants, Intermediaries, service providers appointed by the Portfolio Manager or other representatives) shall not be responsible or liable for any loss, claim or direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, depreciation in the value of the Securities, loss of goodwill etc.) for any loss suffered by the Client in connection with the Discretionary Portfolio Management Services or in respect of any matter to which the Agreement relates except those arising out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement. It is clarified that the Portfolio Manager will be liable to the Client for its acts/ omissions, as well as the acts/ omissions of its directors, employees, agents, group entities, consultants, Intermediaries, service providers appointed by the Portfolio Manager or other representatives, appointed by it, in terms of the Agreement. Without prejudice to the generality of the above, the Portfolio Manager shall not be liable for any loss or damage caused to the Client by reason of:
- (a) Any delay, error, default and failure by the Client in providing instructions to or communicating with the Portfolio Manager.
 - (b) Any loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company or person with whom or in which the moneys of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investment;
 - (c) Any other risks generally associated with transaction on the stock exchange(s) and markets in general.

- 10.3. The Portfolio Manager shall not be liable for any loss, which may arise if it is prevented from discharging its obligations due to the occurrence of an Event of Force majeure.

- 10.4. It is further expressly understood by the Client that no representation or warranties are held out by the Portfolio Manager about the safety or "soundness" of an investment made on behalf of the Client and all actions taken and acts done by the Portfolio Manager are done solely at the Client's account and risk; any actions which the Portfolio Manager takes or does not take as to the investments will be solely at the Clients account and risk and the Portfolio Manager shall not be held responsible in any manner whatsoever for making good any loss sustained or suffered by the Client for any action taken or failure to act unless it arises out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.

- 10.5. The liability of the Client shall be limited to the extent of his/ her/ its investment.

11.0 Client Bank Account and Investment in Liquid / Overnight Mutual Funds

11.1. Bank Account

- (a) The Portfolio Manager shall, at its discretion, be entitled to open, maintain and operate (either directly, or, through an authorised representative) a single pooled bank account, to keep the funds of its clients, in accordance with Applicable Law, ("Pooled Bank Account") or keep their funds in a separate designated account to be maintained by the Portfolio Manager for each such client with a scheduled commercial bank.
- (b) Accordingly, with respect to clients whose funds are kept in Pooled Bank Account, their contribution of funds and the funds arising out of the sale of investments undertaken on their behalf will be deposited in the Pooled Bank Account. Similarly, any funds to be paid for acquiring any Security or for making any payment for the services rendered by the Portfolio Manager under this Agreement to such clients will also be undertaken from the Pooled Bank Account.

- (c) With respect to clients whose funds are kept in a separate designated account maintained by the Portfolio Manager for each such client with a scheduled commercial bank, their contribution of funds and the funds arising out of the sale of investments undertaken on their behalf will be deposited in such separate designated account. Similarly, any funds to be paid for acquiring any Security or for making any payment for the services rendered by the Portfolio Manager under this Agreement to such clients will also be undertaken from such separate designated account.

11.2. Investment in Liquid / Overnight Mutual Funds

- Pending the investment of funds lying in the Pooled Bank Account or in such separate designated account, the Portfolio Manager will be entitled to invest the funds thereof in liquid / overnight mutual funds either in a single pooled mutual fund folio opened, maintained and operated by the Portfolio Manager for its clients or in a separate mutual fund folio to be maintained by the Portfolio Manager for each such client, in accordance with Applicable Law.
- 11.3. Notwithstanding anything set out above, it is hereby clarified that all listed and unlisted Securities of the Client, as well as any investments in listed/ unlisted Securities on behalf of the Client, other than any investments in liquid / overnight mutual funds (as indicated in Clause 11.2 above), shall be dealt with only through the Depository Account, i.e., the depository account opened and maintained by the Client and operated by the Portfolio Manager pursuant to a power of attorney, in terms of this Agreement.
- 11.4. The Assets of the Account held under this Agreement and requiring transfer/registration for various purposes of this Agreement, will be transferred/registered in the Client's name or in the name of the Portfolio Manager in the event of circumstances beyond the controls of Portfolio Manager, and the Client does hereby expressly give the requisite authority/ concurrence/ consent to the Portfolio Manager, for transfer/registration of such Assets of the Account held in his/her/its account by the Portfolio Manager under this Agreement, as aforesaid. The Portfolio Manager shall arrange for the custody of Assets of the Account or such other activities of the Client under this Agreement by keeping them in the custody of a Custodian appointed by the Portfolio Manager in terms of the Applicable Law.
- 11.5. The Portfolio Manager shall provide the Client with a statement/report on investments/disinvestments and all credits to the accounts of the Client by way of accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividends, interests, rights, bonus received from time to time including valuation report and other details specified in the Regulations from time to time, on a monthly basis.
- 11.6. The Portfolio Manager shall furnish a copy of the audit report of all the portfolio accounts of the Portfolio Manager issued by a Chartered Accountant to the Client. The Client shall furnish any information required by the Portfolio Manager from time to time and/or for filing the same with any company or institution or with the arrangement stated herein and confirm that the same is true to his/her/its knowledge. The Client shall be entitled to obtain details of the Account from the Portfolio Manager.

12.0 Minimum Participation Amount

- 12.1. The Client shall maintain the minimum participation amount under the Account as may be stated by the Portfolio Manager from time to time and such minimum amount shall not in any event be less than the minimum amount as stipulated under the Regulations from time to time ("**Minimum Participation Amount**").
- 12.2. The Portfolio Manager has the discretion to define an amount higher than the SEBI specified amount as minimum amount acceptable portfolio value. The Client may, on one or more occasion(s) or on a continual basis, make further placement of funds/securities under the service with the consent of Portfolio Manager. Provided, the Portfolio Manager shall have the right to accept or reject, at its sole discretion, any of the Securities brought in by the Client as the participation amount, with reasons thereof.
- 12.3. In case any of the Securities brought in by the Client are rejected by the Portfolio Manager for reasons to be provided to the Client, and the value of the Securities accepted together with cash, if any, brought in by the Client towards Minimum Participation Amount is less than the Minimum Participation Amount, then the Client shall bring in additional cash or the 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.

13.0 Accounts

- 13.1. The Account shall initially consist of cash, funds, Securities and other investments of the Client plus all investments, reinvestments and proceeds of the sale thereof, and all dividends, interests and earnings thereon, and all appreciation thereof and additions thereto, if any. The Client shall

- provide the Portfolio Manager with seven days' prior written notice of any withdrawals from the Account.
- 13.2. The Portfolio Manager is hereby authorized to give instructions to the Custodian with respect to the consummation of transactions in the Account, and the Custodian is hereby authorized to act in accordance with the instructions given by the Portfolio Manager. Nothing contained herein shall be deemed to authorize or require the Portfolio Manager to take or receive possession of, or otherwise perform any custodial duties with respect to the Account.
- 13.3. If the Portfolio Manager invests in derivatives, it shall ensure that the exposure of the Client as a result of such transactions does not exceed the investment amount.
- 13.4. The cash accepted by the Portfolio Manager for management under this Agreement shall be credited to the Bank Account (including the Pooled Bank Account, if applicable). The details of the participation amount received, investments and/or disinvestments made and all credits to the account by way of accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividends, interests, rights, bonus received from time to time as well as debits shall be reflected in the Account.
- 13.5. The books of accounts and other records of the Portfolio Manager shall be audited annually by its independent auditors, who shall ensure that the Portfolio Manager follows proper systems and procedures as well as complies with the relevant SEBI guidelines in this regard. The Client shall at its own cost, be entitled to obtain details of the Account from the Portfolio Manager. The Client shall also be entitled to get the books of account of the Portfolio Manager relating to transactions in his/her/ its Account audited by a chartered accountant appointed by him/her/it. For the purposes of such audit, the Client shall have access to relevant and material documents pertaining to his/her/its transactions and the cost of such audit shall be borne by the Client. The Client shall have right to inspect the books of accounts including the contract notes, trades, trial balance, portfolio of his/her/its account during the business hours on any business day at the address of the Portfolio Manager mentioned above.
- 13.6. As and when the facility is available, the Client shall also be provided with a secret password / code number to enable him/her/it to access information on his/her/its portfolio of investment, valuation etc. on the web site of Portfolio Manager, exclusively for the Client. It shall be the sole responsibility of the Client to keep his/her/its password confidential and any misuse thereof would be on the Clients' account and at his/her/its sole risks as to costs and consequences.
- 13.7. The Client shall be entitled to be furnished with relevant and material documents, relating to the Account, within 30 days after he has made a written request to the Portfolio Manager. The aforesaid information shall be open for inspection of the Client during working hours of the Portfolio Manager.

14.0 Indemnity to Portfolio Manager

- 14.1. Without prejudice to the right of indemnity available to the Portfolio Manager under any law, the Portfolio Manager and its directors, officers, employees, group companies, consultants, any service providers appointed by it and every person employed or 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 the services under the Agreement or any of the powers, authorities and discretions vested in them pursuant to these presents including liabilities, losses and expenses and against all actions, proceedings, costs, claims and demands in respect of any matter, acts, deeds, or thing done or omitted in any way in relation to these presents, unless the same arises out of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.
- 14.2. The Portfolio Manager and every person employed or appointed by the Portfolio Manager shall not be responsible to any other person including an employee or officer of the Client, or to the Client for any loss or expenses resulting to such other person, or to the Client due to insufficiency or deficiency of value of or title to any property or Security acquired or the exercise of any discretion including corporate actions on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or for anything done in good faith in the execution of the duties of its office or in relation thereto.
- 14.3. The Client shall indemnify and keep indemnified the Portfolio Manager from and against any charges arising out of payment of stamp duties or any taxes, including income tax and any other direct taxes and from and against all costs, penalty, interests, demands, charges and expenses incurred by or levied on the Portfolio Manager acting as an agent of the Client.

- 14.4. The Portfolio Manager shall not be liable to the Client for and the Client shall indemnify and keep indemnified the Portfolio Manager or its agents against all losses, costs, damages, claims, demands and expenses (including claims or other demands whatsoever taken or made by any internet service provider) that may be suffered, incurred or sustained as a result of any communication including Internet Communications effected between the Portfolio Manager and the Client and any other person whose authority has previously been notified to the Portfolio Manager in writing pursuant to this Agreement, whether or not such instructions were made with the Client's authority.
- 14.5. The Portfolio Manager will be indemnified with the Assets of the Account deployed against any liability incurred by it for defending any proceedings, whether civil or criminal for which judgment order or decree is given in its favour or in which it has been acquitted or discharged by the Court.
- 14.6. The Client is aware that the investments/disinvestments of the funds shall be at his/her/its entire risk and the Portfolio Manager will not be responsible for loss, damage or diminishing value of the Account and the Securities held therein, save and except where such loss/damage is attributable to errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.
- 14.7. Notwithstanding anything contained herein, subject to the Regulations, the Client shall be liable to the Portfolio Manager only to the extent of the Client's investment amount.
- 14.8. The Portfolio Manager shall have a first and paramount lien on the Account and the exclusive right thereon for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including, but without limitation, professional fees, transaction charges, taxes, duties, costs and expenses incurred on behalf of the Client) in connection with the management, operation and administration of Account.
- 14.9. The provisions of Clause 14 shall not have the effect of limiting or extinguishing the obligations and liabilities of the Portfolio Manager in relation to the Client arising out errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.
- 14.10. The provisions of Clause 14 shall survive termination or expiry of this Agreement.

15.0 Term and Termination

- 15.1. This Agreement shall commence from the date of execution of this Agreement and shall be valid until its termination as set out under this Agreement ("Term").
- 15.2. The Portfolio Manager has right to terminate the Agreement if it has reason to believe that the conditions specified in this Agreement are not complied with by the Client.
- 15.3. Either of the parties will be entitled to terminate this Agreement, without giving any reason, by giving a written notice of minimum 30 days or such other period as may be stipulated by SEBI from time to time, to the other party, of its intention to do so.
- 15.4. The Portfolio Manager may, at any time, terminate this Agreement by writing with immediate effect, in any of the following circumstances:
- Misrepresentation by the Client at the time of account opening or otherwise;
 - Breach of the terms of the Agreement by the Client, or any fraud committed by the Client in respect of the transactions contemplated under this Agreement or in transactions in Securities, in general;
 - Client fails to maintain the Bank Account/ Depository Account (or any replacement thereof);
 - Any proceedings or investigations in relation to the Client or his/ her/ its properties have been initiated, or is ongoing;
 - Breach of Applicable Law by the Client, including in relation to the laws pertaining to the prevention of money laundering or such other illegal activities that the Portfolio Manager may reasonably suspect;
 - Client fails to fulfil his/ her/ its payment obligations under this Agreement or otherwise due to the Portfolio Manager;
 - Insolvency, bankruptcy or voluntary liquidation in terms of the Insolvency and Bankruptcy Code, 2016, winding up, or lack of legal capacity of the Client;
 - The investment amount falling below the Minimum Participation Amount;
 - The Client becomes US Person or resident of Canada after the execution of this Agreement. (The Portfolio Manager does not accept investment applications from United States Person (as

defined under the Laws of the United States of America, including, without limitation, the rules and regulations promulgated by the U.S. Securities and Exchange Commission and the U.S. Commodity Futures Trading Commission; or is a person who has elected to be treated as a US tax resident for US federal income tax purposes) and persons residing in Canada).

15.5. Notwithstanding the above provisions, the Securities and/ or the funds forming part of the Account can be withdrawn or taken back by the Client at his/her/its sole risk before expiry of the Agreement, under the following circumstances:

- (a) Voluntary or compulsory termination of the Discretionary Portfolio Management Services by the Portfolio Manager or the Client;
- (b) Suspension or termination of the registration granted to the Portfolio Manager by SEBI and/or any other competent authority;
- (c) Liquidation/ bankruptcy of the Portfolio Manager in terms of the Insolvency and Bankruptcy Code, 2016.

15.6. In the event of the death, insolvency, dissolution or winding up of a Client during the currency of the Agreement, and on receipt of notice from the Client or successors/heirs, in writing of such an event, the Agreement shall inure to the benefit of the successors/heirs. Where no person has been nominated by the Client under this Agreement and in the event of: (i) death of the Client; (ii) the Client becoming of unsound mind; or (iii) insolvency, dissolution or winding up of the Client in accordance with the Insolvency and Bankruptcy Code, 2016, the Portfolio Manager will be entitled to suspend or terminate the Agreement without prior notice, upon receipt of notice of such event.

15.7. 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.

15.8. In the event that this Agreement is terminated for any of the reasons stated above, the Portfolio Manager shall take or cause to be taken, all necessary steps to close and/or transfer all accounts maintained by Client with the Portfolio Manager and/or any agents or sub-agents in relation to services provided under this Agreement, within a period of 30 days from the date of termination.

15.9. In the event the Client's account with the Portfolio Manager is held jointly by two (2) or more persons, the Account shall be terminated as above only upon the death/insolvency of all the joint accounts holders of that client account. In case of death/insolvency of any one or more of the joint account holders of the Account, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders as the Client. In all such cases, any payment under this Agreement shall be made to the first-named of such remaining account holders of the Account. Payment to the first-named of such remaining account holders as per this Agreement will discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his/her/their successors/legal heirs.

15.10. For the avoidance of doubt, it is clarified that the provisions of this Agreement relating to payment of Portfolio Management Fees and costs, charges, expenses and other amounts to the Portfolio Manager, Governing Law, Jurisdiction and Government Regulations, notice, arbitration and all rights and obligations which have accrued or arisen prior to the termination of this Agreement and which by their very nature are to survive the termination / expiry of this Agreement, shall survive the termination of this Agreement.

16.0 Consequences of Termination

16.1. This Clause 16 shall survive the termination of this Agreement. All rights and obligations which have accrued or arisen prior to the termination of this Agreement shall continue to be governed by the provisions of this Agreement irrespective of any termination.

16.2. Upon termination of this Agreement, the Portfolio Manager and 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 in relation to the services provided under this Agreement, within a period of 30 days from the date of termination.

16.3. Immediately upon termination of this Agreement (i) the Client shall pay to the Portfolio Manager its fees, costs and dues payable under this Agreement (including the termination fee if any) and the Portfolio Manager shall have the first charge, the rights of lien and set-off on the Account in respect thereof; and (ii) the Portfolio Manager shall make distributions to the Client in accordance with Clause 16.4 of this Agreement.

16.4. The Portfolio Manager shall within a period of 30 days from the termination of this Agreement in accordance with this clause, at its

discretion, either; (i) deposit in a bank account notified for this purpose by the Client to the Portfolio Manager in writing, the net amount realized through the sale of the Client's Securities and all other amounts forming part of the Account, after deduction of any fees, expenses or other charges due to the Portfolio Manager from the Client pursuant to this Agreement, or (ii) make an in specie distribution of Client's Securities. For avoidance of any doubt, it is clarified that, the amount so realised and/or the Client Securities shall be transferred to the Client and the cash balances, if any, due and belonging to the Client shall be deposited in the bank account designated by the Client subject to the following deduction, and until the following payments are made by the Client, the Portfolio Manager shall have a first charge and a right of lien on the Client's Securities and funds:

- (a) Any fees payable to the Portfolio Manager, including the Termination Fee, if any;
- (b) Expenses as described in the Agreement and [Appendix 1](#) including the management fees accrued and due to the Portfolio Manager till the date of termination of this Agreement;
- (c) Incidental expenses at actuals, incurred by the Portfolio Manager on account of the Client;
- (d) All taxes, rates, fees, duties, brokerage, commissions, costs, charges, penalties, deductions, recoveries and/or appropriations etc., to be charged/paid in accordance with law or otherwise on account of the Client;
- (e) For the setting up of any reserves which the Portfolio Manager may, in its sole and absolute discretion, deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio, including any tax demand that may arise;
- (f) Any other dues, expenses, liabilities, obligations etc. owed by the Client to the Portfolio Manager or any other person/otherwise due on account of the Client under or pursuant to this Agreement.

Provided that the distribution related fees in relation to the investments in Mutual Funds through direct plan shall not be charged by the Portfolio Manager to the Client.

Provided further that where the Client is a "person not resident in India" in terms of the Foreign Exchange Management Act, 1999, completion of the Portfolio Manager's obligation in terms of this clause 14.4 shall be subject to receipt of all regulatory approvals required for the same under the Applicable Law and it shall be the Client's responsibility to obtain such regulatory approvals and ensure to compliance with all other requirements under the Applicable Law.

16.5. Any costs, charges, taxes and fees incurred by the Portfolio Manager in order to carry out the measures set out in this clause shall, unless otherwise specified, be borne by the Client and the Portfolio Manager may, at its sole and absolute discretion, bear these expenses from the Account.

16.6. On completion of the termination requirements, the Portfolio Manager shall also give a statement of account to the Client reflecting the affairs of the Client on the date of termination.

16.7. Upon completion of the measures contemplated in this Clause 16, the Portfolio Manager shall stand validly discharged of all obligations towards the Client pursuant to this Agreement.

17.0 Assignment

Each of the Parties to this Agreement hereby agrees that he/she/it shall not assign or transfer any of his/her/its assets, rights and / or obligations hereunder, as the case may be without the prior written consent of the other Party to the Agreement.

18.0 Repayment & Transfer of Securities

18.1. The Portfolio Manager also reserves the right to settle the Account, in whole or in part, by transferring the Securities to the Client's depository account in case:

- (a) the Client's Securities cannot be liquidated by the Portfolio Manager within the stipulated time as aforesaid; and/or
- (b) a written request is received from the Client to effect the termination by transfer of the Client's Securities to his/her/its depository account.

18.2. The Portfolio Manager, by disbursement through payment and/or transfer of Securities, subject to all the above recoveries, deductions and appropriations, shall be validly discharged of all its obligations owed to the Client or his/her/its legal heir or nominee, as the case may be, in respect of this Agreement.

18.3. Any accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividends, interests, rights, bonus, voting rights arising out of the amount, shall accrue to or vest in the Client and which, if received by the Portfolio Manager shall be returned/made over to the Client in full.

- 18.4. At any point of time, if the Client's portfolio of Securities is valued in excess of the Minimum Participation Amount, the Client shall be entitled to withdraw such surplus amounts. Where the Client requires the amount in cash, the payment shall be to the extent and subject to the amounts realised by the Portfolio Manager on the relevant exchange or other markets where the transactions are executed, within a period of 30 days. Where the Client requires a withdrawal in Securities, such withdrawal shall be prorated to the portfolio of Securities held on behalf of the Client and the closing price on the date of receipt of the instruction for such withdrawal by the Portfolio Manager shall be taken into account for the purpose of valuation thereof. However, any such withdrawal shall be subject to Applicable Law, and the Portfolio Manager may, in its sole discretion in response to unforeseen circumstances or unusual market conditions, limit the withdrawal of the funds / Securities from the Account.
- 18.5. In this event of the Account receiving an incorrect credit/debit by reason of a mistake committed by any other person, Portfolio Manager shall be entitled to reverse such incorrect credit/debit at any time whatsoever. The Client shall be liable and continue to remain liable to the Portfolio Manager for any incorrect gain obtained as a result of the same.
- 18.6. The Portfolio Manager on termination shall handover to the Client, within a period of 30 days from the termination, all pending corporate action benefits, if any, as on the date of termination or closure of the account, whichever is later, and as and when received by the Portfolio Manager from the Registrar of the respective companies provided, however that the Portfolio Manager shall not be held in anyway liable for any delay in handover of corporate action benefits to the Client. Provided however that the Portfolio Manager will transfer to the demat account specified by the Client those Securities which could not be sold within a period of 30 days of receipt of the closure request from the Client.
- 18.7. The Client agrees that in case of excess money getting erroneously paid/ transferred by the Portfolio Manager to the Client any time in the Account, the Portfolio Manager shall after giving prior notice have a right to adjust such excess amount from any other investments made by the Client with or through the Portfolio Manager at any time and expressly authorize and empower the Portfolio Manager for the same.
- 18.8. In case of termination of this agreement due to death of the Client, all assets held under the control of the Portfolio Manager under the Power of Attorney pursuant to this Agreement, shall be transmitted as per the Applicable Law and regulations governing the transmission thereof (viz. provisions of RBI in case of assets lying in bank account, SEBI regulations governing demat account and mutual funds).
- 19.0 Confidential Relationship**
- 19.1 The terms and conditions of this Agreement, and all information and recommendations 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 for herein and except as required by Applicable Law, and in response to appropriate requests of regulatory authorities, or as otherwise expressly agreed to in writing by the parties.
- 19.2 Both Parties hereto shall, subject to the other terms and conditions of this Agreement and subject to such disclosures as are required to be made to carry out the purposes of this Agreement and except to the extent required under any Applicable Law, during the term of this Agreement and for a further period of two (2) years after the termination of this Agreement, maintain complete confidentiality in relation to this Agreement and the services provided pursuant to this Agreement.
- 19.3 The Client shall maintain utmost secrecy with regard to investments made by the Portfolio Manager on its behalf (including the specific Securities in which investments have been made, the sectoral break-up of the investments or any other information pertaining to the investments made by the Portfolio Manager on the Client's behalf) and shall not make any disclosure to any person regarding such investments. Further, the Client shall not use information regarding the investments made by the Portfolio Manager on its behalf (including the specific Securities in which investments have been made, the sectoral break-up of the investments or any other information pertaining to the investments made by the Portfolio Manager on the Client's behalf) for the purpose of any other person, other than the investment under this Agreement. Without prejudice to the generality of this foregoing, it is clarified that the Client shall not, under any circumstances, replicate for the benefit of others, the investments made by the Portfolio Manager on its behalf in terms of this Agreement.
- 20.0 Personal and Third Party Data, Confidentiality and Credit Reference and Fraud Prevention Agencies**
- 20.1. The Portfolio Manager will treat all information of the Client as private and confidential (even when he/she/it is no longer a client). Nothing about the Portfolio Manager, Client relationship or the Client's name and address will be disclosed to anyone, including other members of the HSBC Group without the Client's permission, unless the Portfolio Manager is legally compelled or it is the public interest to do so; or it is in the Portfolio Manager's interests to do so (e.g. to protect the Portfolio Manager from or to recover loss); or it is for any of the purposes specified in the Agreement or otherwise in connection with this Agreement.
- 20.2. Notwithstanding any provision of this Agreement, the Client agrees and provides express consent to the Portfolio Manager for providing such information about the Client and the investments, instructions, confirmations and communications as the Portfolio Manager may consider necessary and appropriate to (a) the service providers and/or any other persons to whom functions have been delegated; (b) HSBC group companies, subsidiaries, associates, employees, distributors, referrers, introducers, advisors, chartered accountants and legal counsel of the Portfolio Manager; and/or (c) governmental/ regulatory authorities or if directed by a court of law or is otherwise required/ permitted by Applicable Law, including towards compliance with anti-money laundering, sanctions and / or any other financial crime control risk management requirements.
- 20.3. To ensure that the Client's instructions are carried out accurately, to help the Portfolio Manager improve its services continually and in the interests of security, the Portfolio Manager may monitor and/or record telephone calls and e-mail communications between the Parties.
- 20.4. To ensure compliance with the guidelines in respect of prevention of money laundering and in furtherance of the Know Your Client policy the Portfolio Manager may require the Client to submit appropriate proofs of identification, provide other information relating to the Client's funds and may also need to make and retain photocopies of such proofs including of passports, driving licenses, other identification evidence or any information provided by the Client.
- 20.5. If the Portfolio Manager receives a request from another financial services institution to verify the Client's identity for money laundering prevention purposes, such information may be provided, and the Client agreed to such sharing of information.
- 20.6. The Client confirms that he/she/it has read and understands and agrees to the processing of information as described above. Subject to Applicable Law, individuals may have the right to request access to personal data and require personal data to be corrected if inaccurate in certain circumstances. The Client acknowledges and agrees (on his/her/its own behalf and duly authorised on behalf on any third party whose details have been supplied) that the processing (including disclosure) of information described above is necessary or desirable for the provision of relevant services and the operation of the Portfolio Manager's or HSBC Group's business or performance of its rights and obligations owed to the Client or a third party.
- 21.0 Risks and Losses**
- 21.1. The Client acknowledges that he/she/it has received, read and understood the Disclosure Document provided by the Portfolio Manager along with the certificate in Form C, as specified in the Regulations.
- 21.2. The Client acknowledges that he/she/it has read the Disclosure Document in respect of investing the funds in derivatives and 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.
- 21.3. The Client hereby agrees to undertake the risks pertaining to the portfolio investments as stated herein:
- (a) Securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the investments will be achieved.
 - (b) As with any Securities investment, the value of the portfolio can go up or down depending on the factors and forces affecting the capital market and the Portfolio Manager is not responsible or liable for losses resulting from the operations of the portfolios.
 - (c) The values of the portfolios offered may be affected by changes in the general market conditions, factors and forces affecting the capital markets, in particular, level of interest rates, various market related factors, trading volumes, settlement periods, transfer procedures, currency exchange rates, foreign investments, issuer defaults, changes in government policies, taxation, political, economic and other developments, closure of stock exchanges, etc.
 - (d) The liquidity of the portfolio investments are inherently restricted by trading volumes in the securities in which the investment is made.
- 21.4. The Client shall not question any act, deed, omission or commission of the Portfolio Manager under this Agreement, taken in good faith except on grounds of errors of judgment, malafide, fraud, conflict of interest or gross negligence of the Portfolio Manager, as well as those of the service providers, agents, third parties and Intermediaries appointed by the Portfolio Manager in terms of this Agreement.
- 21.5. All the risks arising out of loss or damage occasioned, including but not limited to market conditions, Force Majeure circumstance, delay or refusal

by a company or corporation or other authorities including Government authorities to register the transfer of any of the Securities in respect of the Client's account, will be to the risk of the Client. The Securities which are purchased and refused to be transferred in the name of the Client or the Portfolio Manager, by the company or corporation concerned, will be sold by the Portfolio Manager at the best available market price, at the sole risk and responsibility of the Client concerned.

- 21.6. Subject to applicable taxation laws, in force from time to time, the Portfolio Manager shall not on its own deduct any tax at source while effecting disbursements/payments of amounts, interim or otherwise, to the Client (except NRI clients) under this Agreement, and shall certify the debit of tax at source to the Client's Account, on a pro-rata basis as far as practicable. For Securities, if any, held in the name of the Portfolio Manager on behalf of the Client, and other independent Portfolio Clients, 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 subject to tax. The Portfolio Manager shall only distribute the net dividend to the 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 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 authorizes the Portfolio Manager to comply with the demand and pay such amount to the revenue/taxation authorities and the Portfolio Manager shall 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 execute such papers and/or documents on behalf of the Client as might be necessary in that behalf. If required, the Client shall have executed a valid, irrevocable Power of Attorney in favour 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.

- 21.7. 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.
- 21.8. The Client understands and acknowledges that past performance is not necessarily indicative of likely future performance.
- 21.9. The Client understands that his/her/its funds may be invested in equity and equity related securities. Equity instruments by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors. Trading volumes, settlement periods and transfer procedures may restrict the liquidity of these investments. Different segments of financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. The inability of the Portfolio Manager to make intended securities' purchases due to settlement problems could cause the Portfolio to miss certain investment opportunities.
- 21.10. The investments made are subject to external risks such as war, natural calamities, policy changes of local / international markets etc., beyond the control of the Portfolio Manager which affects stock markets.

22.0 Instructions and Communications

- 22.1. The Client or any other person, whose authority has previously been notified to the Portfolio Manager in writing, may at any time give instructions concerning the Account. Any communication between the Parties shall be in writing, as may be agreed between the Parties from time to time. However, the Portfolio Manager, may at its sole discretion, accept instructions via facsimile, e-mail or any other medium of communication regarding anything relating to, or pursuant to this Agreement. The Portfolio Manager may contact the Client on any matter relating to his/her/ its Portfolio, subject to any restriction imposed by the Client, as detailed in the Schedule 2 forming part of this Agreement.
- 23.1 Any query relating to a contract note or other written communication sent to the Client must be raised immediately upon its receipt, and in any

event, within a period of 7 days from the receipt of such information. Any statement, notice, document and/or other communication which the Portfolio Manager is required to or may send to the Client under this Agreement will be sent by post to the permanent postal address provided in the application form or to such other address as may have subsequently provided or sent by fax or other electronic means to the last known fax number or e-mail address provided by the Client. If posted, it will be deemed to have been received or served within five business days of posting. If sent by fax or electronic means, it will be deemed to have been in writing and to have been sent or served at the time of transmission. If applicable, service on any one of you is deemed to be service on all of you.

- 23.2 The Client agrees, acknowledges and undertakes:

- (a) that it is not possible to completely secure and maintain confidential internet communications (whether encrypted or not) and accordingly that the confidentiality, security and integrity of any internet communications cannot be assured;
- (b) not to send or transmit any internet communications which contain a virus or other media damaging to the Portfolio Manager's property or computer systems or which may be defamatory, libelous, slanderous, obscene, abusive, offensive, menacing or immoral and to abide with all relevant laws, regulations and international conventions or treaties governing the content of and the transmission of such Internet Communications.

23.0 Joint Account

If the Client is more than one person the Client's obligations under this Agreement shall be joint and several. It is clarified that in case of the joint client account all dealings with the Client under this Agreement, including but without limitation the payment of Assets of the Account on termination or expiry of the Agreement would be undertaken by Portfolio Manager with the first holder of the Account or the person jointly authorised by all the account holders. In case the Client proposes to disclose the information of its Account to any other person, the Client shall make the written request to the Portfolio Manager in such form as may be specified by the Portfolio Manager from time to time.

24.0 Force Majeure

- 24.1. The Portfolio Manager shall not be in breach of this Agreement if there is any loss or damage, and shall not be liable or responsible for any loss or damage, incurred by the Client as a result of, any total or partial failure, interruption or delay in performance of its duties and obligations occasioned by any act of God, fire, act of government, state, governmental or supranational body or authority or any investment exchange and/or clearing system, war, civil commotion, terrorism, failure of any computer dealing system, interruptions of power supplied, labour disputes of whatever nature or any other reason (whether or not similar in kind to any of the above) beyond the Portfolio Manager's control.
- 24.2. The Portfolio Manager shall, as soon as reasonably possible, intimate the Client of the force majeure, the nature of the damages/breach and the steps taken by the Portfolio Manager to remedy the same.

25.0 Representations and Warranties of the Portfolio Manager

- 25.1. The Portfolio Manager represents and warrants that it is registered as a portfolio manager under SEBI (Portfolio Managers) Regulations, 1993 and is deemed to be registered as such under the Regulations for the aforesaid purpose. The Portfolio Manager shall not change any terms of the Agreement without the prior consent of the Client in writing.
- 25.2. The Portfolio Manager represents and warrants that it shall abide by the updated eligibility criteria under the Regulations within the time period prescribed under the Regulations.
- 25.3. The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities in which the Portfolio Manager invests the Client's funds.
- 25.4. The Portfolio Manager understands and acknowledges that the liability of the Client shall not exceed the value of his/her/its investment with the Portfolio Manager.
- 25.5. The Portfolio Manager will abide by the Agreement, and Applicable Law, Regulations and the codes of conduct in discharging its obligations to the Client.

26.0 Representations and Warranties of the Client

- 26.1. The Client represents and warrants that he/she/it is duly authorized, eligible and competent to enter into this Agreement and appoint the Portfolio Manager to manage the Assets of the Account, and notice of such appointment has been given (or concurrently herewith is being given) to the Custodian. The Client having agreed to avail the services offered by the Portfolio Manager shall be deemed to have satisfied himself with regard to eligibility in this respect. The Client shall at all times be in compliance with all Applicable Laws as may apply to his/her/its portfolio, or dealing therein.

- 26.2. The Client also warrants that the Portfolio Manager shall have full authority to execute in the name and on behalf of the Client, all necessary deeds, documents, writings, forms, applications, as may be necessary to be filed with any company, banks and other financial organizations, institutions, depository participants, government bodies, or departments in any manner relating to the management of the Account and to take all necessary actions to enable the Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions, in accordance with the terms of the Agreement.
- 26.3. The Client hereby warrants and represents to the Portfolio Manager that cash corpus/Securities handed over to the Portfolio Manager upon execution hereof, absolutely belongs to him/her/it and there is no encumbrance on the same, of whatsoever nature, and he/she/it shall not, without the prior written consent of the Portfolio Manager, create any encumbrance on the assets whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the currency of this Agreement and shall also at all times comply with all Applicable Laws in that regard.
- 26.4. 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. The Client hereby agrees and undertakes to notify the Portfolio Manager forthwith if there is any change in any such information provided.
- 26.5. The Client shall not acquire any rights against the Portfolio Manager except as expressly conferred on the 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.
- 26.6. Except the companies/bodies corporate set out in Schedule 2 forming part of 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.
- 26.7. The Portfolio Manager shall deal exclusively with the Client in respect of this Agreement and shall, under no circumstances, recognize or take cognizance of any privity of contract between the Client and any other person, or entity in respect of this Agreement except in cases of duly constituted attorney(s) and/or authorised agent(s) notified in writing to the Portfolio Manager by the Client, who will be recognized strictly for the limited purpose of representing the Client under this Agreement. The decisions and directions of such duly constituted attorney / authorized agent (s) given to the Portfolio Manager and consequent actions/results thereof shall be binding on the Client.
- 26.8. In the case of further placement of funds in the Account by the same 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, inter changeable with participation in the service under any other agreement or arrangement.
- 26.9. 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.
- 26.10. In the event of any change including in the constitution, 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 of such a change. The Portfolio Manager shall seek advice or appropriate directions where required, from competent authority, under applicable laws, with regard to the continuation of this Agreement and other agreements with the Client, if any affected by such a change under the applicable law.
- 26.11. The Client undertakes to maintain the Minimum Participation Amount.
- 26.12. All warranties, representations and indemnities granted / made hereunder, as also all other clauses which are necessary to survive to be given effect to, shall survive the termination / expiry of this Agreement.

27.0 Income Taxes and other Taxes

Any Income tax and other tax liability on the investments, funds, and yields there from 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 Portfolio Manager has neither considered nor evaluated the tax position, liability or impact for the Client, therefore 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.

28.0 Arbitration

- 28.1. 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 clause or anything contained herein or otherwise in any way relating to or arising from these presents or the interpretation of any provision contained in the Agreement 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.
- 28.2. The arbitration shall be held in Mumbai and conducted in English language. The arbitral tribunal shall comprise a sole arbitrator, to be appointed by the Portfolio Manager. Each Party shall pay its own legal fees and expenses. The cost and expenses incurred in conducting the arbitration proceedings, including the cost and expenses of the sole arbitrator shall be borne equally by the Parties. The arbitrator's award shall be in writing. The arbitral award shall be final and binding on the Parties, and any judgement upon such award may be entered and enforced in any court of competent jurisdiction and the Parties agree to be bound thereby and to act accordingly.

29.0 Governing Law, Jurisdiction and Government Regulations

- 29.1. This Agreement shall be governed and construed in accordance with the laws of India and subject to the provisions of Clause 28, shall be subject to the exclusive jurisdiction of the courts at Mumbai.
- 29.2. The Portfolio Manager has formulated this Agreement in accordance with the Regulations and other guidelines of SEBI, and other concerned authorities subject to modification to the extent required by Applicable Law. This Agreement and the rights and liabilities of the parties shall always be subject to Applicable Law.

30.0 Grievance Redressal System

Where the Client has any grievances, he/she/it should promptly notify the same to the Portfolio Manager 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, in accordance with Applicable Law. If the Client is not satisfied or the grievance has not been suitably redressed, he/ she may approach the designated investor relations officer. For more information on the investor grievance mechanism of the Portfolio Manager, please refer to the Disclosure Document.

The Client may also lodge a complaint to SEBI on its centralized web based complaints redress system (SCORES) by registering themselves by filling the necessary details as required in the registration form available at <https://www.scores.gov.in>.

31.0 Protection of Act done in good faith

The Portfolio Manager shall not be liable for any loss suffered by the Client arising on account of or be under any liability for anything done or omitted to be done in good faith in accordance with or in pursuance of any request or advice of the investments or action taken by the Portfolio Manager relying upon any information or advice given by a third party which the Portfolio believes to be reliable and true.

32.0 Alteration

Except as expressly provided for in this Agreement, no alteration or amendment of this Agreement shall be effective, valid or biding upon the parties thereto unless it is in writing and signed by both the parties.

33.0 Miscellaneous

This Agreement (including without limitation the Appendices hereto) sets forth the entire and exclusive understanding of the parties and supersedes and cancels any and all prior agreements between the parties, whether written or oral, relating to the investment management of the Account or of any other assets of the Client. Unless otherwise provided for herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part, except by a written instrument signed by duly authorized representatives of both parties. No provision of this Agreement shall be construed so as to violate, or so as to cause either party to violate the applicable provisions of Applicable Law.

34.0 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by the Portfolio Manager at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice the right of the Portfolio Manager to require performance of that provision thereafter and any waiver or acquiescence by the Portfolio Manager of any clause of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provision or a waiver of any right under or arising out of such provision, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement. No delay or failure on the part of the Portfolio Manager

in exercising any rights hereunder and no partial or single exercise thereof will be deemed to constitute a waiver of such right or any other rights hereunder. No waiver shall be valid unless it is in writing and signed by the Portfolio Manager.

35.0 Cumulative Rights

All remedies of either party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom, trade or usage, are cumulative and not alternative and may be enforced successively or concurrently.

36.0 Partial Invalidity

If any provision of this Agreement, or the application thereof to any person or circumstance, is held to be invalid or unenforceable to any extent by a court of competent jurisdiction, 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.

37.0 Relationship

None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto and no party shall have any authority to bind the other party or shall be deemed to be the agent of the other in any way, otherwise than under this Agreement or as required under Applicable Law.

38.0 Reasonableness

- 38.1. The parties hereby agree that all terms, requirements, or restrictions, and other provisions of this Agreement are fair and reasonable, and shall be enforceable in a court of law.
- 38.2. 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, if any, the same will be made on the next working day.

39.0 Limitation of Client's Rights

In no event shall a Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client hereby or under Applicable Law, nor shall the Portfolio Manager be bound to make payment to any Client, except out of the Assets of the Account held by it for the purposes under the provisions of these presents.

40.0 Documents for Inspection and Access to Information, Reports to Clients

- 40.1. The Client shall have a right to have an access to the following documents of the Portfolio Manager as listed below, on Business Days between 11.00 a.m. to 4.00 p.m. by providing the Portfolio Manager an advance written notice of 15 (fifteen) working days.
 - (a) Registration Certificate of the Portfolio Manager.
 - (b) Securities and Exchange Board of India (Portfolio Manager) Regulations 2020, as amended from time to time.
 - (c) Books of Accounts of the Portfolio Manager relating to the Transaction of the Client.
 - (d) The Certificate of Chartered Accountant certifying the Disclosure Document.
 - (e) Disclosure Document, as updated from time to time.
- 40.2. The Portfolio Manager shall operate the Account in accordance with the Agreement and Applicable Law, and shall provide such information, records and statements to the Client, and at such periodicity, as may be required under Applicable Law from time to time.

41.0 Rejection / Forceful exit

The Portfolio Manager and its Group companies (in India and outside India) are required to and may take any action to meet their compliance obligations relating to or in connection with the detection, investigation and prevention of Financial Crime and act in accordance with the laws, regulations and requests of public and regulatory authorities operating in various jurisdictions which relate to Financial Crime. The Portfolio Manager may take, and may instruct (or be instructed by) any of its Group Companies to take, any action which it or such other member, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws, regulations and requests. Such action may include but is not limited to (a) combining clients Information with other related information in the possession of the HSBC Group, and/or (b) making further enquiries as to the status of a person or entity, whether they are subject to a sanctions regime, or confirming your identity and status (c) share information on a confidential basis with such Group offices whether located in India or overseas in relation to prevention of Financial Crime.

The Portfolio Manager does not do business with clients who are United States Persons (as defined under the Laws of the United States of America, including, without limitation, the rules and regulations promulgated by the U.S. Securities and Exchange Commission and the U.S. Commodity Futures Trading Commission; or is a person who has elected to be treated as a US tax resident for US federal income tax purposes) and persons residing in Canada. The Portfolio Manager reserves the right to redeem any such investments in case of change of address/status of the Client to US Person/Canada address at a later date.

The Portfolio Manager cannot do business with clients who are subject to sanctions, or have any of their addresses or residing in countries which are subject to sanctions. The Portfolio Manager shall be entitled to reject any application from such clients and/or exit the relationship with the client when it is discovered that the client is subject to sanctions directly or indirectly. For the purpose of the present clause:

“Compliance Obligations” means obligations of The Portfolio Manager to comply with: (a) laws or international guidance and internal policies or procedures, (b) any demand or request from authorities or reporting, disclosure or other obligations under laws, and (c) laws requiring us to verify the identity of our clients.

“Financial Crime” includes money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or violate any laws relating to these matters.

42.0 Notices

- 42.1 Any notices and other communication provided for in this Agreement shall be in writing and either (i) delivered personally or by overnight courier; or (ii) transmitted by facsimile/electronic transmission and then confirmed by postage, prepared registered, airmail, or by a recognized courier service; or (iii) sent by the registered mail, to the address of the Party in the manner as elected by the Party giving such notices to the following address:

In the case of notices/ communication to the Portfolio Manager:

Address

HSBC Asset Management (India) Private Limited

9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai – 400 063.

Telephone Number: + 91 22 66145000

Facsimile Number: + 91 22 49146092

Email Address: hsbcamps@hsbc.co.in

In the case of the notices/ communication to the Client, the same shall be sent at the correspondence/ e-mail/ fax number available in the records of the Portfolio Manager, or in such other form, as may be mutually agreed.

- 42.2 All notices shall be deemed to have been validly given on (i) the business date immediately after the date of transmission by facsimile/electronic transmission, or (ii) the business date of receipt, if transmitted by courier or registered air mail.
- 42.3 Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other not less than (15) fifteen days prior written notice. The Client undertakes to intimate the Portfolio Manager if change in Address if any. Until then correspondence sent under certificate of posting/by fax/hand delivered at the last known address, of the Client shall be deemed to be sufficient service on the Client.
- 42.4 In the event of the Client is not an individual, it shall appoint its personnel who are authorised to communicate with the Portfolio Manager (“Authorised Persons”) and shall at all times keep the Portfolio Manager notified of such personnel. Any changes in such personnel shall immediately be notified to the Portfolio Manager. The Portfolio Manager shall be entitled to rely on any notice/communication purported to be sent by any Authorised Person.
- 42.5 Any Notice given in terms of this Agreement shall be in writing and shall, unless proved to the contrary:
 - (a) if delivered by hand, shall be deemed to have been received by the addressee at the time of delivery.
 - (b) if posted by Registered Post Acknowledgement Due, shall be deemed to have been received by the addressee no later than 72 hours after posting.
 - (c) if sent by Facsimile Transmission, shall be deemed to have been received upon completion of transmission by Sender.

43.0 Death/ Disability and Nomination

- 43.1 The Portfolio Manager will provide an option to the Client to nominate the persons in whom all the investments, held by the Portfolio Manager in liquid / overnight funds and cash on behalf of the Client, shall vest in the event of his death. Where the investments are held by more than one

person jointly, all the joint holders may together nominate a person by signing the nomination form indicating the name of the person in whom all the rights in the investments as mentioned above shall vest in the event of death of all the joint holders. The nomination provided in the Depository Account shall prevail for the Securities held in the Depository Account.

- 43.2 In case of multiple nominees, the ‘Share / Ratio’ of nomination has to be clearly specified in the nomination form. If the ‘Share / Ratio’ of nomination is not explicitly stated, then the nomination shall be treated at ‘Equal Share / Ratio’. The nomination can be made only by individuals singly or jointly. A minor can be nominated and in that event, the name and address of the guardian of the minor nominee shall be provided by the Client.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT AT THE PLACE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

Signed and Delivered

By the within named “Portfolio Manager”

By the hand of

For HSBC Asset Management (India) Private Limited



Authorized Signatory



Witnessed By :

Name:

Date: D D M M Y Y Y Y

Place:

Signed and Delivered

For and behalf of the within named “Client”

By the hand of

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	 S4	 S4	 S4

Date: D D M M Y Y Y Y

Place:



Witnessed By :

Name:

Date: D D M M Y Y Y Y

Place:

- 43.3 Upon the demise of the Client, the investments would be transmitted in favor of the Nominee subject to the Nominee executing suitable documentation to the satisfaction of the Portfolio Manager.
- 43.4 In the event of termination of this Agreement on account of death of the Client, the payment to the nominee of the Portfolio either in cash or Securities held by the Portfolio or a combination of both shall discharge the Portfolio Manager of all the liabilities towards the estate of the deceased Client and his/her legal successor/legal heir.
- 43.5 In the event of permanent disability of the Client, the Portfolio Manager shall deal with the legal representative as appointed by the Client. The Portfolio Manager shall be within its right to deal with such legal representative.

Schedule 1

Portfolio Details/Mode of Payment

I/We wish to avail the Discretionary Portfolio Management Services as offered by HSBC Asset Management (India) Private Limited and appoint HSBC Asset Management (India) Private Limited as our Portfolio Manager under HSBC India Next Portfolio described under the Disclosure Document for which I/We hereby place

Rs. _____ (Rupees _____)

as our Participation Amount vide cheque(s) no. _____

Dated DDMMYY drawn on _____ Bank _____
Branch _____

(in case of more than one cheque kindly attach the annexure mentioning all the above details and to be signed by all the account holders).

In case of participation amount being paid by securities, please fill in the table below.

List of Securities:

(Please attach separate list of Securities, if needed)

For the purpose of participation amount (Corpus), the securities will be valued on the closing market price of the preceding Business Day of the activation date. The closing market price of the securities in the NSE will be considered for corpus valuation, where the securities are not listed on NSE, closing market prices on the BSE will be considered.

Where any securities are transferred post the activation date, the valuation will be based on the closing prices of the preceding Business Day of the date when the securities are actually recorded as capital inflow in the clients books of account. The closing market price of the securities in the NSE will be considered for corpus valuation, where the securities are not listed on NSE, closing market prices on the BSE will be considered.

The above shares are transferred from my/our Client ID _____ DP ID _____

and DP name

I/We have read and understood the terms and features of the Portfolio as contained in the Disclosure Document provided to me/us prior to entering into the Portfolio Management Agreement.

Investment Approach: HSBC India Next Portfolio

Investment Objective

HSBC India Next Portfolio aims to generate returns and provide long term capital appreciation by investing in equity and equity related securities across market cap of businesses benefitting from transformation in Indian economy.

Description of types of securities:

- (1) Equity and equity related securities including convertible bonds and debentures and warrants carrying the right to obtain equity shares.
- (2) Derivative instruments as may be permitted by SEBI / RBI.
- (3) Units of liquid funds/overnight funds of HSBC Mutual Fund.
- (4) Cash and cash equivalents
- (5) Any other instruments as may be permitted by RBI / SEBI / such other Regulatory Authorities from time to time

Basis of selection of types of securities:

The investment approach is to create long term wealth for investors by participating in companies from sectors that are likely to be beneficiaries of transformation in the Indian economy including themes such as, digitization, consumption, GLOCAL i.e. Global companies working in local markets, etc. The portfolio manager intends to do the same by buying equities of these businesses and hence, equity and equity related securities are chosen for investment. The portfolio manager may, from time to time, invest un-deployed funds in units of liquid funds/overnight funds of HSBC Mutual Fund including cash and cash equivalents for cash management purposes.

Allocation of portfolio across types of securities:

Instruments	Indicative Allocation (% of assets)	
	Minimum	Maximum
Equity and equity related securities	95%	100%
Units of liquid funds/overnight funds of HSBC Mutual Fund including cash and cash equivalents *	0%	5%

*For cash management and pending deployment in the portfolio

Benchmark Index for comparison of performance: BSE200 Index

Rationale for selection of benchmark:

The portfolio is being benchmarked against the BSE200 index since its composition is in line with the objective of the investment approach. The index is broad based and is most suited for comparing the performance of the portfolio.

Indicative tenure or investment horizon: Medium to Long Term (3 years+)

Risk associated with investment approach:

Deployment of monies under the investment strategy will be oriented towards equity and equity related securities of companies belonging to themes/ sectors that are likely to be beneficiaries of transformation in the Indian economy including themes such as digitization, consumption, GLOCAL i.e. Global companies working in local markets, etc. and hence will be affected by risks associated with these industries as well as any factors that affect the broader macro-economic environment such as interest rate changes, liquidity, cross border fund flows, statutory/regulatory changes etc.

Since the portfolio is expected to be concentrated with exposure to select themes/sectors, it may perform differently from the broader stock markets/ benchmark, but may still be impacted by broad market movements. It is likely that the portfolio may also experience period of volatile performance and liquidity challenges in view of the limited number of stocks invested in by the fund manager.

Other salient features if any: None.

Investment Strategy:

The portfolio strategy endeavors to capitalize on long term wealth creation opportunity by investing in select high growth potential businesses from sectors that are likely to be beneficiaries of transformation in the Indian economy including themes such as digitization, consumption, GLOCAL i.e. Global companies working in local markets, etc. The portfolio would be market cap agnostic and would focus on select themes with potential to deliver alpha over medium to long term. The Portfolio Manager may also participate in the Securities Lending Scheme.

However, it is expressly clarified that clients are not being offered any guaranteed / assured returns and that the Portfolio Manager only endeavors to meet the investment objective.

Notes:

1. The date of inflow of initial or any additional corpus will be the date on which the corpus money given by the Client has been realized by the Portfolio Manager and also all the account opening formalities are fully complied with.
2. The amount of corpus given by the Client should not be less than Rs. 50,00,000/- (Rupees Fifty Lacs Only) either by way of funds or securities, which shall cumulatively make up the minimum acceptable Portfolio value (Minimum Participation Amount) or any such amount as may be determined by the Portfolio Manager from time to time.
3. The valuation of the above securities for the purpose of arriving at the minimum participation amount would be as follows:
 - a. The Portfolio Manager may sell the above securities within 30 days of the activation of the portfolio account of the client or transfer the securities to the portfolio of the client.
 - b. In the event securities are sold by the Portfolio Manager, the net sales proceeds shall be transferred to the portfolio of the client as and when the securities are sold by the portfolio manager and the proceeds are realized by the Portfolio Manager.
 - c. In the event the Portfolio Manager transfers securities to the portfolio of the client, the value of the securities will be taken at the closing market price of that security of the exchange (NSE, in case the stock is not listed on NSE then BSE). For this purpose, the closing market price of the preceding day of the date of activation will be considered.
 - d. In the event the Portfolio Manager is unable to sell the securities within 30 days of the activation of the portfolio account, the Portfolio Manager may transfer the securities to the portfolio of the client at the closing market of that security of the exchange (NSE, in case the stock is not listed on NSE then BSE). For this purpose, the closing market price of the preceding day of the date of transfer will be considered.
 - e. In case of illiquid securities/securities which the Portfolio Manager is unable to liquidate, the Portfolio Manager may return the same to the Client, and the same will not form part of the portfolio of the Client.
4. The Portfolio Manager has the absolute right to accept/reject the securities without assigning any reason thereof.
5. When securities are handed over as portfolio corpus, the total value of the securities valued at the closing prices of the securities on NSE/BSE on the day they are accepted by the Portfolio Manager shall not be less than the minimum acceptable Portfolio value determined by the Portfolio Manager from time to time.
6. The payment for the difference between the amount realized and the minimum amount for the above Portfolio would be required to be made by the client separately to the Portfolio Manager.
7. Any taxation impact on the securities transferred by the Client to the Portfolio Manager towards Initial Corpus or additional Corpus shall be taken care of by the Client and the Portfolio Manager shall not be liable for the same.
8. The calculation of management fees shall start from the date on which the Portfolio Manager transfers the first sales proceeds/security(ies) to the portfolio of the Client and the portfolio is activated i.e., the Portfolio Manager accepts the monies/securities as corpus.

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	S5 	S5 	S5 

Place:

Date: D D M M Y Y Y Y

Schedule 2

List of Companies/Body Corporates, to which Client is privy to or does have access, directly or indirectly, to price sensitive information/List of Restricted Securities in Client's Portfolio

Date:

To,

HSBC Asset Management (India) Private Limited
9-11 Floors, NESCO IT Park, Building no. 3,
Western Express Highway, Goregaon (East), Mumbai – 400 063.

Dear Sir,

I/We hereby declare that I/We have access to price sensitive information in respect of the following Companies/Bodies Corporate.

I/We hereby, agree to inform you information of any restriction on me/us for dealing in the above mentioned securities or any other securities.

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	 S6	 S6	 S6

Place:

Date: P D M M Y Y Y Y Y

Appendix -1

Client Fee Schedule

PORTFOLIO MANAGEMENT FEES – HSBC India Next Portfolio

For managing the assets under the HSBC India Next Portfolio, the Portfolio Manager will charge the Client fees as follows. The fee structure under the plans is summarized below.

Fee Structure

Upfront Fees :	Nil
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Portfolio Management Fees :- Choose one of the options depending on your investment amount.

Option	Select one option	Fixed fee	Variable fee	Hurdle Rate based on high watermark principle	Investment amount
Fixed Fee	<input type="checkbox"/>	2%	-	-	Available to all clients subject to minimum investment of INR 5 million
Fixed & Performance-linked Fee	<input type="checkbox"/>	1.75%	10%	10%	INR 5 million - Less than INR 10 million
	<input type="checkbox"/>	1.50%	10%	10%	INR 10 million & above
		Performance Fees :-			
		1. Up to the Hurdle rate - Nil			
		2. In excess of the Hurdle rate, subject to high water mark: 10% of the returns on Portfolio			

Hurdle Rate: Annualized growth rate of 10%.

Fixed Fees (exclusive of applicable Good and Service tax and other taxes for the time being in force, from time to time) will be charged based on the Average Daily Net Asset Value of the Portfolio. The Fixed Fees as above shall be charged to the Client on a monthly basis at the end of each month viz., 31st January, 28th February, 31st March etc. Provided, in the event of termination of this Agreement, if the termination date falls between the first and the last day of a month, the fixed fee will be charged on and up to such date based on the average daily net asset value of the Portfolio. It is agreed and understood that the Fixed Fees will be charged irrespective of any returns on the portfolio.

The Variable fee (exclusive of applicable Good and Service tax and other taxes for the time being in force, from time to time) shall be charged after considering the Fixed Fees Portion of the Variable Fees Plan, subject to the Portfolio reaching the Hurdle Rate.

The Variable portion will be charged on the completion of each Investment Year. Provided, in the event of termination of this Agreement, if the termination date falls between the year, the variable fee will be charged on and up to such date after considering the Fixed Fees Portion of the Variable Fees Plan, subject to the Portfolio reaching the Hurdle Rate.

It is distinctly understood that applicable Good and Service tax and other taxes for the time being in force, from time of time, will be levied over and above the fees mentioned above.

Fees and charges in respect of investment in mutual funds

In case of investments of Client's money in liquid /overnight funds of HSBC Mutual Fund for cash management purposes, the Client shall bear the recurring expenses charged by such mutual fund schemes. In such cases, the Portfolio Manager shall not charge the portfolio management fees (as stated above) on such portion of the Client's portfolio which are invested in the liquid / overnight funds of HSBC Mutual Fund.

Exit Load:	Nil
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For the purpose of this Appendix

“Portfolio Management Fees” shall mean the fees charged by the Portfolio Manager to the Customer for managing this Portfolio which includes Fixed Fees and/or Variable Fees.

“Net Asset Value of the Portfolio” shall mean the value of the Assets of the Account as on a specified date, computed in accordance with the Portfolio Manager’s standard valuation policies and procedures.

“Portfolio(s)” shall mean the Portfolio(s) as particularly described in the Disclosure Document in respect of which the Portfolio Manager has agreed to render the Services

“High Watermark” Performance linked fee shall be calculated using High Water Mark principle. High Water Mark is the highest value that the Portfolio/account has reached during the tenure of the investment. Value of the Portfolio for computation of High Water Mark shall be taken to be the value on the date when performance fees are charged. The performance fee shall be charged only on increase in portfolio value in excess of the previously achieved high water mark.

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 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 would be payable only on the Rs.5,00,000 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.

“Hurdle Rate” shall mean the rate over which performance fees will be charged.

“Investment Year(s)” in respect of a Portfolio shall mean the periods of 12 months, the first such period beginning from the date of activation and ending on the anniversary thereof and the subsequent periods, beginning on the expiry of the last period and ending on the anniversary thereof.

“Returns on Portfolio” shall mean, the profits on the Portfolio (after expenses indicated under the head ‘Other Fees and Charges below’) calculated based on Time Weighted - Daily valuation.

“Time Weighted Daily Valuation” shall mean the valuation of the Portfolio on each date of any external cash flow with daily weighted cash flows. Periodic returns shall be geometrically linked. Total returns shall include realized and unrealized gains and income but exclude transaction charges. Trade date accounting shall be used for calculations for equity securities. Accrual accounting shall be used for fixed income securities. Market values of fixed income securities shall include accrued income. Accrual accounting shall be used for a dividend as of ex-dividend date.

Other Fees and Charges

The Client shall also reimburse to the Portfolio Manager such transaction fee, Fund Accounting Charges, brokerage charges, safe custody fee, demat fee, statutory levies such as Good and Service tax, Securities Transaction Tax and/or any other fees paid in respect of the investments and/or disbursements made under this Agreement which shall be directly debited to the Client’s account at actuals, as and when the same becomes due for payment. The Portfolio Manager shall be entitled to recover any incidental expenses incurred on behalf of the client.

Such incidental expenses shall be charged and debited to the Client’s Account from time to time at the sole discretion of the Portfolio Manager.

The Client will be intimated of all charges and debits through periodic reports as agreed under the PMS discretionary agreement with the details thereof.

General Terms

Capitalized terms in this Appendix shall have the same meanings as given to them in the Agreement.

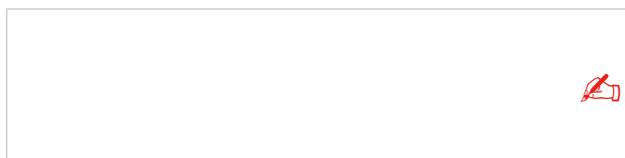
- It is distinctly understood by the client that the Portfolio Manager does not and will not guarantee or assure directly or indirectly any return on the account.
- The Portfolio Manager shall have the right to revise the management fee with the consent of the Client any time during the currency of this agreement.

Summary of Other Fees charged

Nature of Fees		Range
1	Account setup fees (Franking and Notarization of Agreement)	Rs. 1500 to Rs. 2500
2	Depository / Custodian and Fund Accounting Fee	
i	Asset Servicing Charges - Assets size: Any AUC	0.02% p.a. of AUC
ii	Fund Accounting Charges - Assets size: Any AUM	0.03% p.a. of average AUM
iii	Transaction and Other Charges	
a	IPO/ Rights /Buy Back/ Open Offer / Mutual funds applications or off-market deal	INR 100 per instruction (NSDL/CDSL charges at actuals*)
b	NRI PIS service charges	PIS Issuance Charges - Rs.1000/- PIS AMC - Rs.1500/- PIS Reporting Charges - Rs.150/- Non PIS reporting Charges - Rs.200/- Reporting charges will be levied per trade date - separate for purchase date
c	Depository charges other than transaction charges (For eg. Conversion of Physical to Demat and vice versa, AMC*, Pledge, etc.)	At Actuals
*Present NSDL Charges		
AMC is Rs. 500/- P.A. for Corporate client & Transaction charge of Rs. 5.00 per debit transaction		
3	Brokerage, Transaction costs and Other services	0.02% - 0.12% of Total Transaction Value
4	CA Certification Charges for NRI Client	At Actuals
5	Any Other Incidental and Ancillary Charges	At Actuals
6	Annual Audit certification	At Actuals

Note - GST will be applicable in addition to the above charges as per the applicable rates.

For HSBC Asset Management (India) Private Limited



Authorised Signatories

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature			

Place:

Date:

Illustrations For Fees and Charges

IMPORTANT NOTE - This schedule is for illustrative purposes only and should not be construed as the actual Fees and Charges that you may incur for your account with the Portfolio Manager. The actual Fees and Charges will be based on the size of the portfolio, the type and rate of fees opted, etc.

Option 1 - Fixed Fees

Assumptions for the illustration are as follows:	Sr. No.	Nature of fees	Scenario 1: Gain of 20%	Scenario 2: Loss of 20%	Scenario 3: No change
			Amount in Rs	Amount in Rs	Amount in Rs
A. Size of sample portfolio: Rs 50,00,000	1	Capital contribution	5,000,000.00	5,000,000.00	5,000,000.00
B. Period: 1 year	2	Less: upfront fees	-	-	-
C. Upfront fees: Nil	3	Less: any other fees	-	-	-
D. Management Fixed fees: 2%	4	Assets under management (AUM)	5,000,000.00	5,000,000.00	5,000,000.00
E. Brokerage/ DP charges/ transaction charges: Indicative charges as a percentage of capital contribution / assets under management (e.g. 0.5%)	5	Add/Less: Profit/Loss on investment during the year @ 20% on AUM	1,000,000.00 (1,000,000.00)	-	-
	6	Gross Value of the portfolio at the end of the year	6,000,000.00	4,000,000.00	5,000,000.00
	7	Less: Management Fixed Fees (e.g. 2% of Gross value)	120,000.00	80,000.00	100,000.00
	8	Less: brokerage and Transaction Cost @ 12bps on capital contribution	6,000.00	6,000.00	6,000.00
F. Frequency of fee calculation and charging: Monthly for fixed fee	9	Less: Other Fees and Charges (DP charges / Transaction charges / Custody, FA fees, any other charges) @ 38 bps on AUM / Gross Value	22,800.00	15,200.00	19,000.00
	10	Total charges during the year	148,800.00	101,200.00	125,000.00
	11	Net Asset Value (NAV) of the portfolio at year end	5,851,200.00	3,898,800.00	4,875,000.00
	12	% change over capital contributed	17.02%	-22.02%	-2.50%

Option 2 - Variable Fees

Assumptions for the illustration are as follows:	Sr. No.	Nature of fees	Scenario 1: Gain of 20%	Scenario 2: Loss of 20%	Scenario 3: No change
			Amount in Rs	Amount in Rs	Amount in Rs
A. Size of sample portfolio: Rs 50,00,000	1	Capital contribution	5,000,000.00	5,000,000.00	5,000,000.00
B. Period: 1 year	2	Less: upfront fees	-	-	-
C. Upfront fees: Nil	3	Less: any other fees	-	-	-
D. Management Fixed fees: 1.5%	4	Assets under management (AUM)	5,000,000.00	5,000,000.00	5,000,000.00
E. Brokerage/ DP charges/ transaction charges: Indicative charges as a percentage of capital contribution / assets under management (e.g. 0.5%)	5	Add/Less: Profit/Loss on investment during the year @ 20% on AUM	1,000,000.00 (1,000,000.00)	-	-
	6	Gross Value of the portfolio at the end of the year	6,000,000.00	4,000,000.00	5,000,000.00
	7	Less: Management Fixed Fees (e.g. 1.5% of Gross value)	90,000.00	60,000.00	75,000.00
	8	Less: brokerage and Transaction Cost @ 12bps on capital contribution	6,000.00	6,000.00	6,000.00

Assumptions for the illustration are as follows:	Sr. No.	Nature of fees	Scenario 1: Gain of 20%	Scenario 2: Loss of 20%	Scenario 3: No change
			Amount in Rs	Amount in Rs	Amount in Rs
F. Performance fee (e.g. 10% of profits over hurdle rate)	9	Less: Other Fees and Charges (DP charges / Transaction charges / Custody, FA fees, any other charges) @ 38 bps on AUM / Gross Value	22,800.00	15,200.00	19,000.00
G. Hurdle Rate: Annualized growth rate of 10%.	10	Less: performance fees 10% - (working below)	38,120.00	-	-
H. Frequency of fee calculation and charging: Monthly for fixed fee and on investment year for performance fees	11	Total charges during the year	156,920.00	81,200.00	100,000.00
	12	Net Asset Value (NAV) of the portfolio at year end	5,843,080.00	3,918,800.00	4,900,000.00
	13	% change over capital contributed	16.86%	-21.62%	-2.00%
	14	Calculation of Performance Fees for above			
	a	Profit/Loss for the year	1,000,000.00	(1,000,000.00)	-
	b	Less : Portfolio Management Fee and Total expenses	118,800.00	81,200.00	100,000.00
	c	Less : Minimum profit level (Hurdle Rate@10% on Capital contribution)	500,000.00	500,000.00	500,000.00
	d	Amount on which Profit Sharing Fees to be calculated (a-b-c)	381,200.00	-	-
	e	Performance Fees (10% of d)	38,120.00	-	-

Please write the following statement in your own handwriting in the box provided below:

"I, <Client Name> have understood the fees/ charge structure."

Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature	S8 	S8 	S8 

Place:

Date: DD MM YY YY YY

POWER OF ATTORNEY

TO ALL WHOM THESE PRESENTS SHALL COME, I/WE

presently residing at/having my/our address/registered office at/having our Principal place of business, at _____ (hereinafter referred to as "the Client", which expression shall unless repugnant to the meaning and context thereof be deemed to include his/its heirs, executors, administrators, successors and legal representatives and permitted assigns)

WHEREAS HSBC Asset Management (India) Private Limited, a Company incorporated under the Companies Act,1956 and having its registered office at 9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway, Goregaon (East), Mumbai – 400 063, India; (hereinafter referred to as the “Portfolio Manager” or “PM” which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorised by Securities and Exchange Board of India (hereinafter referred to as SEBI) to provide Portfolio Management Services vide Registration No. INP000001322.

AND WHEREAS the Portfolio Manager has agreed to provide the Services and I/We have agreed to avail the same under the Portfolio Management Agreement.

NOW THESE PRESENTS WITNESS for me/us and on my/our behalf and on behalf of the survivor of me/us in my/our name and in the name or names of my/our survivor or survivors, do hereby nominate, constitute and appoint HSBC Asset Management (India) Private Limited. (the Portfolio Manager) acting through any of its officers as my/our true and lawful attorney (hereinafter referred to as the said Attorney) to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or given to or for any portfolio management Investment approach of the Portfolio Manager.

1. To make necessary application(s) on my/our behalf to any authorities in India and particularly to the Central Government, Securities and Exchange Board of India and/or Reserve Bank of India in connection with my purchase/sale/transfer/holding and continuing to hold Securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the Securities in my name.
 2. The term "**Securities**" shall include 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, negotiable instruments including usance Bills of exchange, deposits or other money market instruments, commercial paper, certificates of deposit, units issued by the Unit Trust of India and units issued by Mutual Funds, derivatives, mortgaged backed or other asset backed Securities issued by any institution or body corporate, cumulative convertible preference shares issued by any incorporated company and Securities issued by any unincorporated company and Securities issued by the Central Government or a 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, 1944, any other new form of capital or money market instruments that may be issued in the future by any incorporated company/firm/institution or Government.
 3. To acquire by subscribing to or by purchase of any Securities, whether of any State Government in India or Central Government or Company or body corporate or otherwise and to sell, transfer and endorse the Securities and to sign and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring the same.
 4. To make applications to the relevant authorities for and to dematerialise and/or rematerialise the Securities.
 5. To make applications for or to renounce and sign renunciation forms in respect of rights Securities and additional Securities of any Company or body corporate and to receive and to hold such rights or additional Securities.
 6. To manage and make investments and reinvestments of all or any funds or monies forming part of my/our funds/assets and for that purpose buy, sell, transfer and otherwise deal in any other securities forming part of my/our assets.
 7. To issue orders and instructions for the acquisitions and disposal of investments for and on behalf of myself/ourselves and to purchase or otherwise acquire, sell or otherwise dispose of and invest in Securities including enter into foreign transactions required for this purpose.
 8. To enter into, execute, deliver and amend all contracts, agreements, and other undertakings as may be required, necessary or advisable or incidental to the carrying out of the objectives of the Discretionary Portfolio Management Agreement.
 9. To open, close safe custody account or to hold in safe custody the investments and all the documents of title to or evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to perfect the transfer thereof and shall as soon as practicable after the receipt of the necessary documents be registered in the name of "**HSBC Asset Management (India) Private Limited – a/c PMS**" or any other name as may be deemed appropriate by the Attorney.
 10. To open, close and operate an account with the Professional Clearing Member/ Custodians/ Depository Participants.
 11. To appoint, nominate or engage any broker(s) and/or agent(s) for effecting purchase and sale of the Securities.
 12. To issue and administer the instructions to the stock brokers, agents, Custodian, Depository Participant(s), and other representatives acting for and on behalf of me/us.
 13. To appoint any other agent or sub-agent and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we myself/ourselves could do if personally present and I/we ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.
 14. To appoint and issue such instructions to any auditors for the purpose of auditing my/our accounts.
 15. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other

- sum(s) and/or income arising from the Securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any account(s).
16. For all or any of the purposes aforesaid to sign any contract, agreements, transfer form, acceptance, receipt, acquaintance, document and form and to do all lawful acts requisite for reflecting the same.
 17. To execute and issue indemnity bonds to third parties on account of any work relating to my business on such conditions as may be agreed upon between myself/ourselves, or Attorney and the third party.
 18. To pay call money on shares, demand, collect, receive, all monies, amounts realised from sale, transfer, surrender of any Securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/ units of Mutual Funds upon such items that my Attorney may deem fit in the circumstances.
 19. To negotiate with any person whether body corporate or otherwise and effect the purchase/ sale of Securities on such terms and at such price as the said Attorney consider best under the circumstances.
 20. To comply with tax regulation as required to be undertaken in the capacity of Portfolio Management Services provider.
 21. To compound and accept part in lieu and in satisfaction of the whole of or compromise any debt or sum of money hereafter owing to or payable to me/us or any other claim or demand which I/we have or may have against any person or persons or to grant an extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
 22. To appoint and employ agents, including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at such remuneration by way of fees, salary, commission or otherwise as the above-named Attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their stead.
 23. To liaise with any bank for the purpose of purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for Securities.
 24. To make the investment(s) in Term Deposits in one or more scheduled commercial bank(s) and to foreclose, mark a lien, renew, receive proceeds on maturity or in any other manner and to apply such Term Deposits for the purpose of meeting any margin requirement of any recognised stock exchange in India.
 25. To make, verify, sign, execute and present on behalf of myself/ourselves the plaints, vakalatnamas, appeals, affidavits or statements, petitions or probate petitioners or any other paper as may be expedient in the opinion of the Attorney to be made, signed, executed, presented or filed.
 26. To commence, prosecute, enforce, defend, answer or oppose any suit or other legal proceedings to be filed, instituted or commenced in connection with any or all matters in which I/we may be or may hereafter be interested.
 27. To rectify any defect in the institution of the suit or other action in court or defending any action in Court, if necessary by making such amendments with the permission of the Court and to do such lawful acts deeds and things required to cure any suit or appeal or revision now pending and arising out of any suit or proceeding which have since been disposed of.
 28. In all such proceedings and for such purposes, to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to judgment or become non-suited in all such proceedings whether pending or not.
 29. This Power of Attorney given under my/our hand is irrevocable by me/us during the tenure of my/our Portfolio Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s)/Investment approach(s)/ statutory regulations.
 30. To open, close and operate bank account/s including but not limited to pool account/s. the said Bank account be operated only by the Authorised Signatory/ies appointed by the Portfolio Manager from time to time.
- AND GENERALLY** to do, perform and execute all such other acts, deeds, instruments matters and things for and on behalf of me/us as may necessary proper or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we would do if personally present and I/we ratify and agree and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents.
- AND** it is hereby clarified and declared that the attorney being a body corporate the powers hereinbefore granted may be exercised by any of its agents or employee to whom the attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any sub agent or attorney from time to time as it may consider appropriate.

IN WITNESS WHEREOF I/We hereunto set my/our hand(s) on this the _____ day of _____ 20____ at _____.

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Applicant	Sole/First Applicant / Guardian	Second Applicant	Third Applicant
Name			
Signature			

NOTARY

Before Me