

INVESTMENT ADVISORY SERVICES AGREEMENT

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (the “Agreement”) is made on this ...07 Feb, 2025.....,

BETWEEN

Tender Financial Services Private Limited, a registered investment advisor with SEBI Registration No. INA000019734 having office at office at 1056, T.S. NO. 10/600, Avinashi Road, Race Course, Coimbatore - 641018, Tamil Nadu, India, (hereinafter referred to as the “**INVESTMENT ADVISOR**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**

AND

Mr/Ms. **Aditya Kumar Mishra** (Client), a resident of **3021, Mana Seldon, H N halli Lake Road, Doddakannelli, Bangalore - 560035** (Address of client) (hereinafter referred to as the “**CLIENT**” which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

Both Investment Advisor and the Client shall also hereinafter individually referred to as Party & collectively as Parties.

Whereas the Client is desirous of availing the advisory services in respect of the analysis of the investment portfolio from the Investment Advisor on the terms & conditions as described hereinafter.

1. APPOINTMENT OF THE INVESTMENT ADVISER:

In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Investment Adviser to provide the required services in accordance with the terms and conditions of the agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

2. CONSENT OF THE CLIENT

- 2.1 “I / We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.”
- 2.2 Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with ‘person(s) associated with the investment advice.
- 2.3 I/we give consent to the investment advisor to fetch/ Validate/ Update the KYC records from CKYCR portal and KRA portal.”

3. DECLARATION FROM THE INVESTMENT ADVISER

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

4. FEES SPECIFIED UNDER INVESTMENT ADVISER REGULATIONS AND RELEVANT CIRCULARS ISSUED THEREUNDER

As per clause 15A of SEBI (Investment Advisers) Regulations, 2013

“Investment Adviser shall be entitled to charge fees for providing investment advice from a client in the manner as specified by the Board.”

Circular No.: SEBI/HO/IMD/DF1/CIR/P/2020/182 dated Sep 23, 2020, and Circular No.: SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2025/003 may be referred using below link to access the guidelines issued by SEBI in this regards:

https://www.sebi.gov.in/legal/circulars/sep-2020/guidelines-for-investment-advisers_47640.html

https://www.sebi.gov.in/legal/circulars/jan-2025/guidelines-for-investment-advisers_90632.html

5. FEES APPLICABLE TO THE CLIENT AND BILLING

Details of Fees to be charged are mentioned in Annexure A

- 5.1 The payment of fees shall be through any mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be in cash.
- 5.2 Investment Advisor shall receive all considerations by way of remuneration or compensation or in any other form from the client only and not from any person other than the client being advised, in respect of the underlying securities or investment products for which the advice is or to be provided.

6. MOST IMPORTANT TERMS AND CONDITIONS:

- 6.1 This agreement is for the investment advisory services provided by the IA and IA cannot execute/ carry out any trade (purchase/ sell transaction) on behalf of the client without his/her specific and positive consent on every trade. Thus, you are advised not to permit IA to execute any trade on your behalf without your explicit consent.

7. SCOPE OF SERVICE

- 7.1 Investment Advisor may provide some or all of the following services to the Client:
 - 7.1.1 Assist in articulating the family goals & objectives.
 - 7.1.2 Assist in assessing the risk profile.
 - 7.1.3 Develop an Investment Policy Statement based on your goals and risk profile.
 - 7.1.4 Develop investment recommendations based on goals & risk profile and assist in implementing these recommendations.
 - 7.1.5 Provide advice with respect to the investment in equity, mutual funds, insurance, commodities and other financial assets, as needed, and assist in implementing recommendations.
 - 7.1.6 Provide advice and recommendations in any other areas of financial planning in which Advisor or Client identifies a need.

8. DUTIES & FUNCTIONS OF THE INVESTMENT ADVISER

- 8.1 Investment Advisor shall provide Investment Advisory Services to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Advisor & the financial industry. The services rendered by the Investment Advisor are non-binding non-recourse advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 8.2 Investment Advisor shall act in a fiduciary capacity as one of the advisors to the Client with respect to managing its investment-related portfolio holistically & will be providing all back end supporting services. Investment Advisor shall act in a bonafide manner for the benefit and in the interest of the Client.
- 8.3 Investment Advisor shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 8.4 Investment Advisor shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 8.5 Pursuant to the SEBI (INVESTMENT ADVISERS) REGULATIONS, 2013 guidelines with respect to Risk Profiling and Suitability Assessment, Investment Advisor shall conduct proper risk profiling and risk assessment for each of the clients. As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Advisor needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.
- 8.6 Investment Advisor shall provide reports to clients on potential and current investments if requested.
- 8.7 Investment Advisor shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.

- 8.8 Investment Advisor shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 8.9 Investment Advisor undertakes to abide by the Code of Conduct as specified in the Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Advisor shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Advisor.

9. INVESTMENT OBJECTIVE AND GUIDELINES

- 9.1 Investment Advisor would provide investment advice with respect to investment in equity, mutual funds, insurance, commodities and other financial assets, as needed.
- 9.2 Investment Advisor undertakes to recommend direct implementation of advice i.e. through direct schemes/ direct codes, and other client specifications / restrictions on investments, if any.
- 9.3 Investment Advisor shall provide investment advice based on the risk profiling conducted for the client, total budgeted investment amount of the client and time period for deployment as informed by the client.
- 9.4 Investment Advisor shall communicate the tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee, if any.

10. RISK FACTORS

- 10.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved;
- 10.2 Past performance of the investment adviser does not indicate its future performance.
- 10.3 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 10.4 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Advisor or any of its Associates.
- 10.5 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 10.6 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

11. VALIDITY OF ADVISORY SERVICES

The validity of this agreement starts from the date of signing and will continue to be in force till any of the parties

terminate it by giving 1 months' notice period.

12. AMENDMENTS

The Investment Adviser and the client shall be entitled to make amendments to this agreement after mutual agreement. This Agreement may be amended or revised only by an instrument endorsed by the Client and by Investment Advisor.

13. TERMINATION

- 13.1 This Agreement may be terminated under the following circumstances, namely-
- Voluntary / mandatory termination by the Investment Adviser.
 - Voluntary / mandatory termination by the client.
 - Suspension/Cancellation of registration of Investment Adviser by SEBI.
 - Any other action taken by other regulatory body/ Government authority.
- 13.2 In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice.
- 13.3 In case of suspension of the certificate of registration of the IA, the client may terminate the agreement.

14. IMPLICATIONS OF AMENDMENTS AND TERMINATION

- 14.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;
- 14.2 In case the clients are not satisfied with the services being provided by the investment adviser and want to terminate/ stop Investment Advisory services or the investor adviser is unable to provide Investment Advisory services, either party shall have a right to terminate Investment Advisory relationship at any time subject to refund of advisory fee after deducting one quarters fee as breakage fee in case termination is initiated by the clients and refund of the proportionate advisory fee in case termination is initiated by Investment Adviser.
- 14.3 The Investment Advisor would provide transition support, if requested, to the client in the event of termination.

15. RELATIONSHIP WITH RELATED PARTIES:

- 15.1 Investment Adviser is carrying on its activities independently, at an arms-length basis from all other activities
- 15.2 Investment Advisor does not have any conflict of interest of the investment advisory activities with its relationship with related parties, such conflict of interest shall be disclosed to the client as and when they arise.

16. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

- 16.1 Investment Adviser maintains an arms-length relationship between its activities as an investment adviser and other activities and shall ensure that this arm's length relationship would be maintained throughout the tenure of advisory service
- 16.2 Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client.
- 16.3 Investment Adviser shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client;

17. REPRESENTATION TO CLIENT

Investment Advisor shall ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.

18. NO RIGHT TO SEEK POWER OF ATTORNEY

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

19. NO CONFLICT OF INTEREST

- 19.1 Investment Advisor does not have any conflict of interest of the investment advisory activities, such conflict of interest shall be disclosed to the client as and when they arise.
- 19.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

20. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

- 20.1 Investment Advisor shall be responsible for maintenance of client accounts and data as mandated under the SEBI (Investment Advisers) Regulations, 2013.
- 20.2 Investment Advisor shall not divulge any confidential information about its client, which has come to its knowledge, without taking prior permission of its client, except where such disclosures are required to be made in compliance with any law for the time being in force.

21. LIABILITY OF INVESTMENT ADVISER

Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.

22. REPRESENTATIONS AND COVENANTS:

- 22.1 Details of name, contact no, email id , certification and qualifications of the adviser, persons associated with the investment advice

Investment adviser

Na me	Conta ct No.	Email	Certi fication	Qualif ication
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Megha Jose	7259524005	megha@thrve.finance	NISM XXB – Portfolio Managers	BE Computer Science and Engineering & MBA in Finance

Persons associated with the investment advice

Name	Contact No.	Email	Certification	Qualification

- 22.2 Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA000019734. The investment adviser got its registration on 16th December 2024 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.
- 22.3 Investment Adviser shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of advisory service.
- 22.4 Investment Adviser shall ensure that the approvals and consents as mentioned in clause 22.2 & 22.3 remains valid throughout the advisory service.

23. DEATH OR DISABILITY OF CLIENT:

The death or incapacity of the Client shall not terminate the authority of Investment Adviser granted herein until Investment Adviser receives actual notice of such death or incapacity. Upon such notice client's executor, guardian, successor, nominee, attorney-in-fact or other authorized representative must engage Investment Adviser in order to continue to service client's accounts.

24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION

- 24.1 No suit, prosecution or other legal proceeding shall lie against the Investment adviser for any damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 24.2 This Agreement is subject to the rules and

Aditya Kumar

 Client Signature(s)

Date: 07 - 02-2025

regulations as are or may be framed/ issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other competent authority, from time to time.

- 24.3 All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and Investment Advisor and/or their respective representatives touching these presents shall be 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. Such Arbitration proceedings shall be held at TAMIL NADU and the language of Arbitration will be English.
- 24.4 Both parties agree to undertake online conciliation and/or online arbitration by participating in the ODR Portal and/or undertaking dispute resolution in the manner specified in the SEBI circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, on "Online Resolution of Disputes in the Indian Securities Market".

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

- 25.1 Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

26. SEVERABILITY

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

27. FORCE MAJEURE

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

28. MISCELLANEOUS

Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof

.....
 Megha Jose
 For Tender Financial Services Private Limited

Tender Financial Services Private Limited

Trade Name: Thryve Finance,

SEBI Registered Investment Advisers Registration No. INA000019734

BSE Enlistment No.: 14163, CIN: U67100TZ2022PTC039485

(Type of Registration- Non-Individual, Validity of Registration- Perpetual)

Address: 1056, T.S. NO. 10/600, Avinashi Road Race Course, Coimbatore, Tamil Nadu, 641018

Contact No: 7259524005, Email: megha@thryve.finance

SEBI regional/local office address - 1056, T.S.NO.10 600, Avinashi Road,
Race Course, Coimbatore, Tamil Nadu 641018

Principal Officer: Megha Jose, Contact No: 7259524005, Email: megha@thryve.finance

Compliance / Grievance Officer: Megha Jose, Contact No:7259524005, Email: megha@thryve.finance

Standard warning and Disclaimer

"Investment in securities market are subject to market risks. Read all the related documents carefully before investing.
Registration granted by SEBI, membership of BSE and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors"

Annexure A **Fees and billing**

(i) The quantum and manner of payment of fees for investment advice rendered.

The fees charged will be management fee of 1.5% of Assets Under Advisory **charged on a monthly** basis, computed **on each day end value**. The manner of payment will be on an auto-pay basis at the end of every month or quarter as per the client's choosing.

(ii) Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement;

The fee payment will be made online via a payment portal or via netbanking/UPI methods. The periodicity of the fee payment can be done on a quarterly or monthly basis as per the client's choosing.

Fee Schedule:

1. Monthly management fee will be billed to the client based on the average day end value of working days. The bill will be generated at the end of every month, ie the last working day of every month.
2. The client will have the option to clear the dues at the end of the month or at the end of the quarter.
3. Recommendation services will be stopped post 15 days of uncleared dues based on chosen period.

(iii) Illustration(s) on how the fee will be determined;

Assumptions							
Capital Contribution (Rs.)	a	5,00,000					
Management Fee (%age per annum)	b	1.50%					
Other Expenses	c	0.10%					
Brokerage and Transaction cost	d	0.00%					
Fixed Fee Illustration			Scenario 1	Scenario 2	Scenario 3		
			Gain of 20%	Loss of -20%	No Change 0%		
Capital Contributed / Assets under Management	i	i = a	5,00,000	5,00,000	5,00,000		
Gain / (Loss) on Investment based on the Scenario	ii	ii = i * Scenario	1,00,000	-1,00,000	-		
Gross Value of the Portfolio at the end of the year	iii	iii = i + ii	6,00,000	4,00,000	5,00,000		
Average assets under management							
	iv	iv = (i + iii) / 2	5,50,000.00	4,50,000.00	5,00,000.00		
Other Expense							
	v	v = iv x c	-550	-450	-500		
Brokerage and Transaction cost	vi	vi = (iv x d)	0	0	0		
Management Fees	vii	vii = (iv + v + vi) x b	-8,242	-6,743	-7,493		
Total charges during the year	viii	viii = v + vi + vii	-8,792	-7,193	-7,993		
Net value of the Portfolio at the end of the year							
	ix	ix = iii + viii	5,91,208	3,92,807	4,92,008		
% Portfolio Return	x	x = ((ix - i) / i) %	18.24%	-21.44%	-1.60%		

	Notes:
1	In the illustration, Management fee is assumed to be charged annually. However, the Investment Advisor can charge fee at any frequency i.e. Daily, Monthly, Quarterly, Semi-annually, Annually or at any other frequency as defined in the Client agreement and as permitted under SEBI regulations.
2	Investment Advisor can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement.
3	Returns are assumed to be generated linearly through the year.
4	Other Expenses includes Account Opening charges, stamp duty /Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense
5	Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
6	All Fees and charges are subject to GST.
7	This is only a generic illustration, each Investment Advisor can modify the illustration as per the terms and condition of their Client agreement.

(iv) whether payment to be made in advance;

No advance will be taken from the client.

(v) type of documents evidencing receipt of payment of fee;

Online payment portals such as Razorpay, Cashfree. If paid manually via Netbanking/UPI methods, the client will be issued an online invoice and payment receipt.

(vi) Periodicity of billing with clear date and service period.

The client can clear the management fee on a monthly basis or quarterly basis.

Annexure B **Disclosures**

A. Descriptions about “Investment Advisor”

- **History, Present business and Background**

Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA000019734. The firm got its registration on 16th December 2024 and is engaged in advisory services.

The focus of Investment Advisor is to provide investment advice to the clients. Advisor aligns its interests with those of the client and seeks to provide the best suited advice based on client's risk profile. Investment Advisor first tries to understand the client's return expectations, risk taking ability & goals, which in turn helps to arrive at an asset allocation suitable for the client. Investment Advisor conducts frequent portfolio reviews and suggests any corrective action/s if required.

- **Terms and conditions of Advisory Services**

Terms and conditions of advisory services are detailed in the client agreement. Please refer to the same for details.

- **Disciplinary history**

- i. No penalties / directions have been issued by SEBI under the SEBI Act or Regulations made there under against the Investment Adviser relating to Investment Advisory services.
- ii. There are no pending material litigations or legal proceedings, findings of inspections or investigations for which action has been taken or initiated by any regulatory authority against the Investment Adviser or its Directors, or employees.

- **Affiliations with other intermediaries**

Investment Advisor has no affiliation with any other SEBI registered intermediaries.

B. Disclosures with respect to Investment Advisor's own holding position in financial products / securities:

Investment Advisor may hold position in the financial products/ securities advised in its personal portfolio. Details of the same may be referred through the disclosures made at the time of advice.

C. Disclosures with respect to any actual or potential conflicts of interest arising from any connection to or association with any issuer of products/ securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services.

There are no actual or potential conflicts of interest arising from any connection to or association with any issuer of products/ securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services. Such conflict of interest shall be disclosed to the client as and when they arise.

D. Disclosure of all material facts relating to the key features of the products or securities, particularly, performance track record, warnings, disclaimers etc.

Clients are requested to go through the detailed key features, performance track record of the product, or security

including warnings, disclaimers etc before investing as and when provided by the Investment Advisor. Such product materials may also be available to www.sebi.gov.in or www.nseindia.com or respective issuers website.

E. Drawing client's attention to warnings, disclaimers in documents, advertising materials relating to investment products.

Investment Advisor draws the client's attention to the warnings, disclaimers in documents, advertising materials relating to an investment product/s which are being recommended to the client/s. A brief regarding the risk associated with the investment products are available in client agreement, same may be referred before investing in advised product or securities

F. Disclosure on non-SEBI regulated products:

Any Investment advice given by the Investment advisor on the products or services which are outside the regulatory purview of the Board, no recourse from the Board shall be available to clients for any grievance arising therefrom.

G. Disclosures with respect to usage of artificial intelligence tools

Investment Adviser is using Artificial Intelligence tools in providing investment advice:

1. ChatGPT for content creation in the app