

ACCOUNT OPENING FORM

for RESIDENT INDIVIDUALS (INDIAN NATIONALS)

SEBI PMS Registration No. INP000005847

Capitalmind Wealth
Wizemarkets Analytics Private Limited

5th Floor, 338, 14B Cross, 6th Main
Sector 6, HSR Layout, Bengaluru - 560102
+91 80 4121 1210, connect@capitalmindwealth.com

FIRST / SOLE APPLICANT

FULL NAME (AS ON PAN) ANOOP VIJAYKUMAR

SEX ☒ MALE ☐ FEMALE DATE OF BIRTH 03/08/1979 PAN CARD NO ADUPA8053E

ADDRESS OF FIRST / SOLE APPLICANT (AS ON ADDRESS PROOF)

X 198 REGENCY PARK II, DLF PHASE 4, GALLERIA, SECTOR 27, SIKANDERPUR GHOSI(68)

CITY GURGAON STATE HARYANA COUNTRY INDIA

PIN 122002 MOBILE 9920162553 EMAIL ANOOP.VIJAYKUMAR@GMAIL.COM

SECOND / JOINT APPLICANT

FULL NAME (AS ON PAN) _____

SEX ☐ MALE ☐ FEMALE DATE OF BIRTH _____ PAN CARD NO _____

ADDRESS OF SECOND / JOINT APPLICANT (AS ON ADDRESS PROOF)

CITY _____ STATE _____ COUNTRY _____

PIN _____ MOBILE _____ EMAIL _____

BANK ACCOUNT AND INITIAL CONTRIBUTION

BANK NAME HDFC BANK

IFSC CODE HDFC0000240 BANK A/C NO. 02401050106028

INITIAL CONTRIBUTION AMOUNT Rupees

MODE OF PAYMENT _____

DEPOSITORY ACCOUNT DETAILS (FOR OFFICE USE ONLY)

DP NAME IL&FS SECURITIES SERVICES LIMITED

DP ADDRESS IL&FS HOUSE, PLOT NO 14, RAHEJA VIHAR, CHANDIVALI, ANDHERI EAST, MUMBAI - 400072

DP ID IN300095 CLIENT ID _____

NOMINATION DETAILS (Nominee has to be the same as provided in DP Form)

In the event of death of sole / all holders, the below mentioned nominee will be entitled to receive the assets.

NAME OF NOMINEE SHIPRA BHANSALI DATE OF BIRTH* _____

NAME OF GUARDIAN (IN CASE OF MINOR) _____

RELATIONSHIP WITH FIRST APPLICATION/GUARDIAN (IN CASE OF MINOR) _____

ADDRESS X 198 REGENCY PARK II, DLF PHASE 4, GALLERIA, SECTOR 27, SIKANDERPUR GHOSI(68)
GURGAON, HARYANA, INDIA - 122002

MOBILE +919833764241

* In case of minor, attach Birth Certificate of the minor

DECLARATION

I/we request you to consider the above information and register me as your client. This information is true to the best of my/our knowledge and belief. I/we undertake to inform you of any changes in it immediately in writing. I/we undertake that I am aware that I/we may be held liable in case any of this information is found to be false or misleading.

Name & Sign of First / Sole Holder

ANOOP VIJAYKUMAR

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PASSPORT SIZE
PHOTOGRAPH ONLY

Name & Sign of Second / Joint Holder

PASSPORT SIZE
PHOTOGRAPH ONLY

PLACE _____ DATE _____

WITNESS

FIRST WITNESS

SECOND WITNESS

NAME _____

ADDRESS _____

SIGN _____

Wizemarkets Analytics Private Limited

PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT

THIS PORTFOLIO INVESTMENT MANAGEMENT AGREEMENT is entered into at Bengaluru this ____ day of _____, _____ between: **ANOOP VIJAYKUMAR**
Wizemarkets Analytics Private Limited (WAPL), a company incorporated under the Companies Act, 2013 and having its registered office at 106, Bindiya Residency, 24th Main, JP Nagar, Phase VI, Bengaluru – 560078 (hereinafter referred to as the **"Portfolio Manager"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **ONE PART**;

AND

The person(s) specified in Schedule II as the **"Client"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include where the Client is an individual or a proprietorship firm, his / her / their respective heirs, executors, administrators, successors, legal representatives and permitted assigns, where the Client is a Partnership Firm, the partners or partner for the time being of the said entity, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors as the case may be, their or his assigns, where the Client is a Karta of a Hindu Undivided Family, the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors, administrators and assigns, where the Client is a Company, its successors in title and permitted assigns, where the Client is the Board of Trustees of a Trust, its successors and where the Client is the Governing Body of a Society, the respective successors of the members of the Governing Body and any new members elected, appointed or co-opted of the **OTHER PART**.

The Portfolio Manager and the Client hereafter are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS:

- (a) The Portfolio Manager is registered as a portfolio manager with SEBI under the SEBI (Portfolio Managers) Regulations, 1993 bearing Registration No. INP000005847;
- (b) The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and the Client has read and understood the contents of this document;
- (c) At the request of the Client, the Portfolio Manager has agreed to provide Discretionary Portfolio Management Services (as defined below) to the Client;
- (d) The Parties hereto are entering into this Agreement to set out the terms and conditions on which the Portfolio Manager has agreed to render, and the Client has agreed to avail of, the Discretionary Portfolio Management Services.

NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:

1. DEFINITIONS

Unless the context or meaning thereof otherwise requires, the following expressions shall have the meaning assigned to them hereunder respectively:

- 1.1. **"Agreement"** means this Portfolio Investment Management Agreement along with the schedules and annexures attached hereto including all the modifications, alterations, additions or deletion thereto made in writing upon mutual consent of the parties;
- 1.2. **"Application"** means the application made by the Client to the Portfolio Manager to place its funds and/or securities with the Portfolio Manager for Discretionary Portfolio Management Services. Upon execution of this Agreement by the Portfolio Manager, the Application shall be deemed to form an integral part of this Agreement. Provided that in case of any conflict between the contents of the Application and the provisions of this Agreement, the provisions of this Agreement shall prevail;
- 1.3. **"Assets"** means (i) the Portfolio and/or (ii) the Funds;
- 1.4. **"Bank Account"** means one or more accounts opened, maintained and operated by the Portfolio Manager or the Custodian with any of the Scheduled Commercial Banks in the name of the Client or in the name of the Portfolio Manager as may be required from time to time;
- 1.5. **"Custodian"** means a Custodian registered under Securities and Exchange Board of India (Custodian of Securities) Regulations, 1996 appointed by the Portfolio Manager for maintaining custody of funds and securities of the Client;
- 1.6. **"Depository Account"** means one or more account or accounts opened, maintained and operated by the Portfolio Manager or the Custodian in the name of the Client or the Portfolio Manager/Custodian with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 1996;
- 1.7. **"Disclosure Document"** means Disclosure Document issued by the Portfolio Manager, as updated from time to time and filed with SEBI, pursuant to the Regulations.
- 1.8. **"Discretionary Portfolio Management Services"** means the portfolio management services rendered to the client, by the Portfolio Manager on the terms and conditions contained in this agreement, where under the Portfolio Manager exercises any degree of discretion in the investments or management of assets of the client;
- 1.9. **"Funds"** means the monies managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes the monies mentioned in the Application, any further monies placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, the proceeds of the sale or other realization of the Securities and interest, dividend or other monies arising from the Assets, so long as the same is managed by the Portfolio Manager;
- 1.10. **"Person"** includes any individual, partners in a partnership firm, central or state government, company, body corporate, cooperative society, corporation, trust, society, Hindu Undivided Family or any other body of persons, whether incorporated or not;
- 1.11. **"Portfolio"** means the Securities managed by the Portfolio Manager on behalf of the Client pursuant to this Agreement and includes any Securities mentioned in the Application, any further Securities placed by the Client with the Portfolio Manager for being managed pursuant to this Agreement, Securities acquired by the Portfolio Manager through investment of funds and bonus and rights shares in respect of Securities forming part of the Portfolio, so long as the same is managed by the Portfolio Manager;
- 1.12. **"Portfolio Management Fees"** shall have the meaning attributed thereto in Clause [5] below;
- 1.13. **"Portfolio Manager"** shall have the same meaning as given in regulation 2 (cb) of the SEBI (Portfolio Managers) Regulations, 1993 as amended from time to time;
- 1.14. **"Regulations"** means the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993, as may be amended from time to time including any circulars, directions or clarifications issued by SEBI or any Government authority and as applicable to the Portfolio Manager;
- 1.15. **"Scheduled Commercial Bank"** means any bank included in the second Schedule to the Reserve Bank of India Act, 1934 (2 of 1934);
- 1.16. **"SEBI"** means the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act;
- 1.17. **"Securities"** means security as defined in Section 2(h) of the Securities Contract (Regulations) Act, 1956, provided that securities shall not include any securities which the Portfolio Manager is prohibited from investing in or advising on under the Regulations or any other law, for the time being in force.

Interpretation of certain words and expressions

Words and expressions used herein and not defined in this Act but defined in the Companies Act, 2013 or The Securities and Exchange Board of India Act, 1992 (15 of 1992) or the Depositories Act, 1996 (22 of 1996) shall have the same meanings respectively assigned to them in those Acts.

The recitals of this agreement shall form an integral part of this agreement;

2. PORTFOLIO MANAGEMENT SERVICES

2.1. For the consideration and on the terms and conditions contained herein, the Portfolio Manager agrees to provide to the Client, and the Client agrees to avail of, the Discretionary Portfolio Management Services.

2.2. The Client hereby entrusts the Assets to the Portfolio Manager (in the manner required by the Portfolio Manager) for the purposes of the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.

2.3. Simultaneous with the execution of this Agreement the Client shall execute and deliver to the Portfolio Manager a Power of Attorney in the format specified by the Portfolio Manager authorizing the Portfolio Manager or any person appointed by the Portfolio Manager in this behalf to do all acts on behalf of the Client necessary for rendering Discretionary Portfolio Management Services to the Client.

2.4. In addition to the powers conferred by the Client on the Portfolio Manager vide the Power of Attorney specified above, the Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of rendering Discretionary Portfolio Management Services including, without limitation:- (i) opening, operating and closing one or more bank accounts and one or more depository accounts, (ii) transferring the Funds and Securities (deposited by the Client with the Portfolio Manager) to the Bank Account and/or Depository Account, (iii) purchasing, subscribing to or otherwise acquiring or investing in Securities and paying the consideration for the same, (iv) selling, redeeming, surrendering, transferring, endorsing, assigning or otherwise dealing with or disposing of Securities and receiving the consideration for the same (v) rebalancing of the assets of the Client as deemed fit by the Portfolio Manager (vi) renouncing and signing any application and/or renunciation forms in respect of the securities offered on a rights, additional, preferential or other basis and receiving and holding such securities (vii) holding the Assets in the name of the Client or the Portfolio Manager or any custodian, nominee or agent of the Client as the Portfolio Manager considers appropriate (viii) dematerializing physical securities and rematerializing securities (ix) appointing and instructing brokers, sub-brokers, custodians, depository participants, advisors and others in relation to the Discretionary Portfolio Management Services and entering into agreements with them for the same (x) executing such documents as may be necessary (xi) receiving contract notes, if any (xii) To apply for the issue of duplicate certificates in respect of the Securities (xiii) receiving dividend, interest and other accretions and amounts in respect of the Assets (xiv) paying all amounts (including any calls) required to be paid in connection with the Discretionary Portfolio Management Services and/or this Agreement including but not limited to the Portfolio Management Fees and expenses incurred for or in connection with rendering Discretionary Portfolio Management Services and for that purpose to sell or otherwise liquidate securities or any part thereof (xv) making necessary application(s) on behalf of the Client, to any Government, Quasi-government or local authorities in India including Securities and Exchange Board of India and Reserve Bank of India for or incidental to purchase, sale, transfer of, or holding and/or continuing to hold the assets in any form whatsoever and to represent the Client in all respects before such authority or authorities and establish the ownership of the said assets in the name of the Client (xvi) To do all such acts, deeds and things that may be necessary in respect of the dematerialized Securities and for this purpose, to carry out all such acts as may be necessary and to sign such deeds, documents, forms, declarations or other papers as may be required (xvii) To apply to, correspond with, give intimation/notice to the Depository and/or the Depository Participant and to issue orders/instructions to them and to perform, execute and do all the acts, deeds and things that may be necessary to do under the Depositories Act, 1996 and the SEBI (Depository & Participants) Regulations, 1996 for the purpose of carrying out the transactions pertaining to portfolio management (xviii) Generally attending to and acting in all transactions, matters and deeds in connection with the sale/purchase instructions, transfer, delivery and other dealings in connection with the securities, monies and other Assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above assets (xix) demanding, collecting and receiving, all interest, bonus, dividend or any other sums, accretions and/or income arising, due, accruing on all or any securities, monies and other Assets and giving effectual receipt and discharges thereof and representing for payment and collecting the amount payable upon all securities which may mature or be called, redeemed or retired or otherwise become payable and taking all necessary actions including signing of all necessary applications and other documents (xx) Receiving and holding for the account of the Client any capital arising out of or in connection with the Assets whether as a result of its being reduced or redeemed or capitalization of reserves or otherwise becoming payable (other than at the option of the holder thereof) and credit the same to the concerned account (xxi) Delivering securities to the designated receiving agent in the case of tender, offers or similar offers to purchase (xxii) Exchanging interim or temporary receipts for definitive securities, and old, damaged, torn or over stamped certificates for new certificates (xxiii) To receive statements, notices, any other communication from the Depository Participant, brokers, custodian and/or any other agents from time to time (xxiv) To pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect of the securities (xxv) To debit the Client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges, franking charges, stamp

WAPL Signatory

Initial of First / Sole Holder
/ Authorized Signatory

Initial of Second Holder
/ Authorized Signatory

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duty, audit fees or any other amount payable by the Client from time to time in accordance with the PMS agreement.

2.5. The Portfolio Manager shall keep the Funds of the Client in a Bank Account held in the name of the Client or the Portfolio Manager/Custodian (on behalf of the client) as may be required from time to time.

2.6. The Portfolio Manager shall individually and independently manage the Portfolio of each Client. The Securities in which investments / disinvestments are made by the Portfolio Manager may differ from Client to Client and accordingly the returns would differ from Client to Client.

2.7. The Securities shall be kept in a Depository Account either in the name of the Client or as the Portfolio Manager may determine (on behalf of the Client). Provided that any Securities which are not so dematerialised as to be capable of being held in a depository account may be held (either in the name of the Client or any other person as the Portfolio Manager may determine) by the Portfolio Manager or any custodian appointed by the Portfolio Manager in such manner as the Portfolio Manager may consider appropriate.

2.8. The Portfolio Manager shall in its books of accounts maintain separate Client wise accounts in respect of the funds and securities handed over by the Client to the Portfolio Manager and the transactions carried out for the Client from time to time.

2.9. The Investment objective of the Discretionary Portfolio Management shall be to undertake, on behalf of the Client, the management and administration of the Funds and Securities of the Client with the aim of generating a reasonable return on the Client's investment, while at the same time endeavouring to reduce the risk of capital loss. However, the Client agrees and acknowledges that while the aforesaid is the objective, there is no guarantee of such returns or of there being no capital loss as more particularly provided below.

2.10. The Portfolio Manager shall not accept from the Client, funds or securities worth less than Rupees Five Lacs or such other minimum amount as may be stipulated by SEBI from time to time. However, Portfolio Manager can fix a higher limit for such minimum amount as mutually agreed with the Client.

The Client understands and agrees that the Portfolio Manager is not under the obligation to activate the account of the client i.e. start providing Portfolio Management Services to the client, if the minimum amount as mutually agreed with the client is not provided by the client. The Portfolio Manager may keep such funds / securities received from the client, which does not meet the minimum requirement in such form as may be deemed fit by the Portfolio Manager or return the same to the client as per its discretion. The Portfolio Manager shall activate the account of the Client, only after receipt from the Client, of the entire minimum corpus requirement as agreed.

2.11. The Portfolio Manager shall not borrow funds or securities on behalf of the Client.

2.12. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person except with the written authorization of the Client to participate in securities lending activities.

2.13. The Portfolio Manager may aggregate the purchase or sale of securities of all or any of its clients in a manner as permissible under the Regulations.

2.14. The Portfolio Manager shall not while dealing with Client's funds indulge in speculative transactions i.e., it shall not enter into any transaction for purchase or sale of any security which is periodically or ultimately settled otherwise than by actual delivery or transfer of security except the transactions in derivatives.

2.15. The portfolio account of the Portfolio Manager shall be audited annually, if requested by the Client, by an independent Chartered Accountant and a copy of the certificate issued by the Chartered Accountant shall be given to the client at a separate actual cost.

2.16. Alternatively, the client may also appoint a Chartered Accountant to audit the books and accounts of the Portfolio Manager relating to his transactions and the Portfolio Manager shall co-operate with such Chartered Accountant in course of the audit.

The Client agrees to provide 10 (ten) days advance notice in writing to the Portfolio Manager in case of audit of the books of account by a Chartered Accountant appointed by the Client.

2.17. (i) The Client agrees that the Portfolio Manager shall be entitled to do all acts to invest and manage the Assets including but not limited to investing the Funds in Securities, selling, redeeming or liquidating Securities or changing the Securities forming part of the Portfolio, appointing intermediaries for the sale and purchase of securities in such manner as the Portfolio Manager may in its absolute and unrestricted discretion consider appropriate. All such decisions, including decisions as to the Securities in which investment /disinvestment should be made and the nature, quantity, timing and other details of the investments, disinvestments and other dealings with the Assets shall be in the absolute and unfettered discretion of the Portfolio Manager who shall not be required to give any notice to, or take any approval of, the Client for the same.

(ii) 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 taken in good faith (which shall, in this Agreement, include decisions taken in good faith by any employee, agents or any person appointed by the Portfolio Manager in this behalf) shall be binding on the Client and shall not be assailed, challenged, questioned or disputed by the Client in any manner whatsoever except on the ground of fraud, malafide, conflict of interest or gross negligence. 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 in good faith by the Portfolio Manager except on the ground of fraud, malafide, conflict of interest or gross negligence.

(iii) The Client agrees and acknowledges that the Client shall not be entitled to give any instructions to the Portfolio Manager in relation to the Discretionary Portfolio Management Services to be rendered by the Portfolio Manager under this Agreement or any decision relating thereto. However, the Portfolio Manager may at its discretion accept client's requests including but not limited to requests with regard to investment/ restriction in investment in any particular security or sector, subject to conditions as may be stipulated by the Portfolio Manager from time to time.

2.18. The Discretionary Portfolio Management Services and the provisions of this Agreement shall be subject to the Regulations and other applicable provisions of law in force from time to time; and, notwithstanding anything contained in this Agreement, the Portfolio Manager shall not be required or entitled to make any investments or otherwise deal with the Assets or render the Discretionary Portfolio Management Services in a manner which is contrary to the Regulations or any other provisions of law in force at the relevant time.

2.19. The Portfolio Manager shall also be entitled to enter into transactions on behalf of the Client for the specific purpose of meeting margin requirements. The Client acknowledges that the Client is fully aware of the risks of entering into such transactions and thereby agrees not to make any claims for loss or damages occurred from such transaction.

2.20. The Client hereby agrees and undertakes that until the termination of this Agreement and the receipt of a no objection from the Portfolio Manager in this behalf, (i) the Client shall not operate the Bank Account(s) and / or Depository Account(s) and (ii) the Client shall not enter into any agreement with the custodian (or any other intermediary) or give any instructions to the Custodian/Depository Participant/Bank (or other intermediary) in relation to the Assets of this Agreement unless required by the Portfolio Manager (iii) the Client shall not pledge, loan, create any charge, lien or other encumbrance of any nature over the Assets or otherwise deal with the Assets in any manner whatsoever.

2.21. For the purpose of discharging any of the duties, obligations and functions (whether under this Agreement or under the abovementioned Power of Attorney), of the Portfolio Manager, the Client hereby empowers the Portfolio Manager to act through any of its officers, employees or representatives or any custodian or advisor or other person/intermediary specifically authorised by the Portfolio Manager and the Portfolio Manager is empowered to delegate the performance of its duties, discretions, obligations, any of powers and authorities hereunder to such sub-delegates.

2.22. If the sub-delegates have been appointed on the behalf of the Client under a Power of Attorney given by the Client to the Portfolio Manager, the sub- delegates shall be deemed to be agents of the Client and the Client shall be responsible to the Portfolio Manager for the loss, damage caused to the Portfolio Manager (in its performance of the Discretionary Portfolio Management Services) due to the negligence or default of the Sub-delegates.

2.23. Unless the Portfolio Manager otherwise decides, all Assets shall, in the event the Client is a partnership, be held in the name of any one or more of its partners (as the Portfolio Manager may determine) and, in the event the Client is a Hindu Undivided Family, be held in the name of its Karta.

2.24. Unless the Portfolio Manager otherwise decides, the Client's correspondence address in respect of the Bank Account, Depository Account, shall be the address of the Portfolio Manager or the custodian appointed by the Portfolio Manager from time to time.

2.25. The Client agrees to provide to the Portfolio Manager or such other person as may be designated by the Portfolio Manager, such information as may be required from time to time, including, without limitation, all changes to the information provided by the Client in the Application or any "Know Your Client" form in order to enable the Portfolio Manager or other person designated by the Portfolio Manager in this behalf to update the information therein. It shall be the responsibility of the Client to inform the Portfolio Manager of any changes in the information provided by the Client. Without prejudice to the aforesaid, the Client shall inform the Portfolio Manager of its residential status and of any changes thereto.

2.26. The Client shall inform the Portfolio Manager, in writing of any restrictions that have been or are imposed by any Regulatory Body(ies) upon the acquisition of or dealing in Securities or any other assets by the Client or any of its associated entities.

In the event the Client fails to provide such details to the Portfolio Manager, the Client shall indemnify and keep indemnified the Portfolio Manager from and against any losses, expenses, penalties, costs, actions and proceedings incurred by the Portfolio Manager due to such failure on the part of the Client to provide such information.

2.27. The Client agrees and undertakes to sign all such documents and writings, to provide required information and do all such acts as the Portfolio Manager may require for enabling the Portfolio Manager to render Discretionary Portfolio Management Services or otherwise perform its functions and obligations under this Agreement including for appointment/availing of the services of any other intermediary.

2.28. In the event of the Client being a non-individual, the Portfolio Manager shall be entitled to rely upon any instructions/notices, which he believes to have been given in good faith by the person who is duly authorized in writing (by a Board Resolution in case of a corporate) by the Client in this behalf. Without prejudice to the aforesaid, the Portfolio Manager shall be entitled to rely upon a copy of a board resolution of the Client authorizing such person to act on behalf of the Client with respect to this Agreement. In the event of the revocation of authority of any such person, the Client shall promptly inform the Portfolio Manager of such revocation. Failure to inform the Portfolio Manager of any such revocation/change shall discharge the Portfolio Manager from any liability/consequence of acting in good faith on the instructions of the existing authorized signatories of the Client as available in the records of the Portfolio Manager. The Client shall have no recourse to the Portfolio Manager in such event.

2.29. The Portfolio Manager may, if required by applicable laws or regulations, disclose the identity of the Client to the Issuer of Securities held as part of the Assets or to the agents of such Issuer upon the request of such Issuer, or to any Government body, or to the custodian/bank/depository participant/ brokers/ advisors without further consent from the Client. Further the Portfolio Manager may also disclose the identity of the Client to any third party as it may deem necessary for the purpose of rendering the services under this agreement.

2.30. Terms For Trading In Derivatives

The Client hereby authorizes the Portfolio Manager, either by itself or through any person appointed by it, to do all such acts on behalf of the Client as the Portfolio Manager may in its absolute discretion consider necessary or advisable for the purpose of trading in derivatives subject to the terms stated herein and only to the extent permissible under the law prevailing at that time. The terms of trading in Derivatives are:

a. Quantum of Exposure in Derivatives: Up to 100% of the market value of the Assets, i.e. total exposure of the Client in derivatives shall not exceed the assets placed with the Portfolio Manager.

b. Manner & Purpose of using Derivative Products: For Hedging, Portfolio Rebalancing, Yield Enhancement or for the purpose of taking such positions as may be permitted by the SEBI rules, regulations and guidelines.

c. Type of Derivative Instruments: Stock and Index Futures & Options and such other products as may be permissible from time to time.

d. Terms of Valuation of Derivative Products: These products shall be valued at the settlement/closing value (as per accounting policy of the Portfolio Manager) of the concerned securities on the Bombay Stock Exchange Limited and / or the National Stock Exchange of India Limited or any other Exchange (as the Portfolio Manager may choose).

e. Terms of Liquidation/Settlement: The Derivative Instruments will be liquidated at the prevailing market prices or will be allowed to expire/to be exercised at the price specified by the respective Exchange(s) on the expiry date/date of exercise.

Prior permission shall be required from the Client in the event of any changes in the manner or terms of usage of derivative products by the Portfolio Manager.

3. CUSTODY AND SAFE KEEPING

3.1. The Portfolio Manager shall use reasonable care and diligence for the safe custody of the Assets and shall make reasonable endeavours to, at the Client's cost, arrange for the custody of the Assets by keeping them in its actual control and/or custody or by appointing and using a custodian or other agent for this purpose, as it deems fit. The Client hereby authorises the Portfolio Manager to enter into such agreements on behalf of the Client with such persons (including, without limitation, custodians of securities) as the Portfolio Manager considers appropriate for arranging for the custody of the Assets.

3.2. The Client agrees to duly provide from time to time such information/documents as may be required by the Portfolio Manager for the purpose of availing the services of the Custodian appointed by the Portfolio Manager.

3.3. Notwithstanding anything stated above, the Portfolio Manager shall not be liable if any instruments relating to any of the Securities are damaged, mutilated, torn, destroyed, lost, misplaced or otherwise become unavailable or if any Assets are lost, stolen, destroyed or pilfered in any manner.

4. MINIMUM TENURE

WAPL Signatory

**Initial of First / Sole Holder
/ Authorized Signatory**

**Initial of Second Holder
/ Authorized Signatory**

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4.1. The Assets placed by the Client with the Portfolio Manager for Discretionary Portfolio Management Services under this Agreement continue to be under the Portfolio Management Services until withdrawn by the client by a specific instruction to the Portfolio Manager as detailed below.

4.2. Withdrawal of Assets by the Client shall be subject to a minimum amount as specified by the Portfolio Manager from time to time. The Client shall not withdraw Assets less than the minimum amount specified by the Portfolio Manager; The Portfolio Manager shall be entitled at its discretion to refuse to accept/process applications for withdrawal of Assets by the Client in respect of an amount less than the minimum amount specified by the Portfolio Manager.

4.3. In the event the Client intends to withdraw part of the Assets from the Portfolio Management Services, the Client must at its own cost and risk give to the Portfolio Manager minimum one week prior notice in writing of its intention to withdraw Assets from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Provided however that the Client shall ensure that the pursuant to the redemption request, the value of the Assets under the Management of the Portfolio Manager shall not fall below the required minimum as required by SEBI/the Portfolio Manager from time to time. In case the value of the assets of the Client pursuant to a redemption request by the Client falls below the minimum corpus requirement as specified by the Portfolio Manager, this agreement shall be deemed to be terminated and the provision of clause 12 herein shall apply.

4.4. The Portfolio Manager shall handover the withdrawn Assets to the Client within 30 days of the withdrawal request in the form of securities or funds as may be deemed fit by the Portfolio Manager.

4.5. In the event the Client intends to withdraw the entire corpus, this Agreement shall be terminated in accordance with the provisions of Clause 12 herein below.

4.6. All interest, bonus, dividend or any other sums, accretions and or income arising, due, accruing on all or any securities, funds and other Assets of the Client shall be deemed to form part of the Assets Under Management by the Portfolio Manager. Any withdrawal by the client of such accruals shall be deemed to be a withdrawal of Assets and the provisions of this Clause 4 shall apply to all such withdrawals.

5. CHARGES AND FEES

5.1. The Client agrees to pay to the Portfolio Manager a Portfolio Management Fee in the form of a Fixed Fee or a Performance Based Fee or a combination of both at the rates and in the manner provided in Schedule II forming part of this agreement and as revised and mutually agreed to by both the Parties from time to time.

5.1.1. Fixed Fee: The Portfolio Management Fee may be Fixed Fee as provided in the Schedule which shall be independent of the returns accrued to the Client on the performance of the Discretionary Portfolio Management Services by the Portfolio Manager.

5.1.2. Performance Based Fee: The Portfolio Manager is also permitted to charge Portfolio Management Fees on the basis of the return or a share of the return on the Portfolio / Assets generated by the Portfolio Manager rendering Discretionary Portfolio Management Services.

5.2. The Client agrees to pay to the Portfolio Manager, an entry load or exit load on the inflow/ withdrawal of assets, as may be decided by the Portfolio Manager from time to time. Charging of entry load/exit load shall be at the sole discretion of the Portfolio Manager.

5.3. The Client agrees that the fee payable (as per the Schedule II) to the Portfolio Manager shall be billed and set-off against the Accounts on a Monthly / Quarterly/Half Yearly/ Yearly basis or any other manner as may be mutually agreed and the same will be incorporated in the periodic Reports sent to the Client by the Portfolio Manager.

5.4. Notwithstanding anything contained in the fee schedules mutually agreed to between the Parties, all costs, fees, charges and expenses of whatsoever nature including but not limited to the Depository charges incurred by the Portfolio Manager on behalf of the Client, shall be paid/reimbursed by the Client.

5.5. The Parties agree that all functions in relation to the Discretionary Portfolio Management Services or otherwise pursuant to this Agreement shall be performed by the Portfolio Manager or its delegates, including inter alia custodian, advisors, brokers, for and on behalf of, and at the risk and cost of the Client and all liabilities concerning the Assets or the Discretionary Portfolio Management Services shall be to the account of the Client. In addition to the Portfolio Management Fee, all costs, fees, charges and expenses of whatsoever nature incurred by the Portfolio Manager or any other person appointed by the Portfolio Manager arising out of or in connection with or in relation to the management, acquisition, holding, custody, sale and/or transfer, of the Assets or the rendering of the Discretionary Portfolio Management Services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the expenses and cost of safe keeping of Assets, charges of any Depository Participant, advisor, custodian, Registration and Transfer, Research, charges in respect of Securities, audit and attestation fees including legal fees incurred on behalf of the Client, brokerage and stamp duty, costs to be paid for the execution of this Agreement all other incidental and ancillary documentation pursuant to this Agreement, shall be paid or reimbursed by the Client.

The Portfolio Manager shall have a right to appropriate the amounts payable to it under this Clause 5 or under any other provision of this Agreement from the Assets of the Client and the Portfolio Manager may for this purpose sell or otherwise liquidate the Portfolio or any part thereof. The Portfolio Manager shall have a right of lien and set off on the Assets for such amounts and any right of the Client to withdraw the Assets or any part thereof shall be subject to the Portfolio Manager having first received all such amounts.

6. CONFLICT OF INTEREST:

6.1. The Client shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.

6.2. The Client shall (promptly on gaining knowledge of the same) inform the Portfolio Manager in writing the details of all shares (which term, in this clause, includes any instruments carrying voting rights) held by the Client in any listed company or corporate body in order that the purchases of shares by the Portfolio Manager on account of the Client do not attract any provisions of the SEBI (Substantial Acquisition of Shares & Takeovers) Regulations, 1997 ("the Takeover Regulations"). Compliance with the provisions of the Takeover Regulations on account of any purchases of Securities under Discretionary Portfolio Management Services shall be the responsibility of the Client, and the Client shall keep the Portfolio Manager indemnified against the consequences of any non-compliance thereof by the Client.

6.3. (i) The Client agrees and accepts that the Portfolio Manager may, from time to time:

(a) Acquire, have and/or maintain a position in any security similar to the Securities held, purchased or sold for the Client forming part of the Portfolio of the Client;

(b) Purchase or sell on behalf of the Client any Security which forms part of the portfolio of the Portfolio Manager or its other clients or which is otherwise purchased, sold or traded in by the Portfolio Manager on its own account or on account of its other client(s); The client is aware of such interest of the Portfolio Manager under the scheme vis-a-vis in proprietary account of Wizemarkets Analytics Private Limited.

(c) Purchase or sell on its own account or on behalf of any other Client, any Security which forms part of the Portfolio of the Client.

(d) Have a commercial or other relationship or agreement with share and stock- brokers, banks and companies with whom or through whom transactions are carried out for purchase and sale of any of the Securities or with any Issuer of Securities whose Securities are purchased and or sold for the Client;

(e) Deal on the Client's behalf with any Affiliate of the Portfolio Manager as long as the terms are as favourable to the Client as would be ordinarily obtained from a concern which is not an Affiliate;

(f) Purchase or sell Securities from or to anyone with whom the Portfolio Manager or any of its Affiliates has a commercial or other relationship or agreement, including selling or purchasing the Securities to or from the account of the Portfolio Manager or another client of the Portfolio Manager;

(g) Act as principal, agent or broker in any transaction; and in such event, the Portfolio Manager shall be separately compensated for its actions in that capacity;

(h) Employ, retain or appoint any Affiliate of the Portfolio Manager as broker, custodian, investment adviser, research providers, consultants or in any other capacity for carrying out any of the functions or work relating to the Discretionary Portfolio Management Services provided to the Client;

(i) Deal with any Affiliate of the Portfolio Manager on a principal to principal basis for any buying, selling or otherwise in any act relating to the Discretionary Portfolio Management Services provided to the Client.

(j) The Portfolio Manager may receive commissions and other payments from mutual funds and other Issuers in respect of purchase, sale or other dealings in Securities pursuant to this Agreement.

(k) The Portfolio Manager may, from time to time invest in Securities, for the issue of which the Portfolio Manager or any of its Affiliates is the lead manager, underwriter, merchant banker, advisor or other intermediary.

Clarification: For the purposes of this clause [6.3], "Affiliate", in relation to the Portfolio Manager, shall include any company, body corporate, individual or other person who or which is an affiliate of or who or which is in any manner associated with or related to the Portfolio Manager or any director, shareholder or employee of the Portfolio Manager or any holding company or subsidiary of the Portfolio Manager or any company under common control as the Portfolio Manager.

7. INDEMNITY

7.1 The Client shall indemnify and keep indemnified the Portfolio Manager or its officers, employees, or representative or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager of, from and against all and any costs, charges, expenses, claims and liabilities (including but without any limitation to any stamp duty, rates, taxes, and cess) incurred or to be incurred by:

(a) The Portfolio Manager or its officers, employees, or representative or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager in the performance of the Discretionary Portfolio Management Services and any other rights, duties, obligations and functions under this Agreement.

(b) The Portfolio Manager or its officers, employees, or representative or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager for acting or not acting on the basis of any information or instructions given by the Client.

(c) The Portfolio Manager or its officers, employees, or representative or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager for any loss arising as a result of any prosecution of the Portfolio Manager or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager or other action taken and /or which may be taken or enforced against the Client and/or the Portfolio Manager and/or any of its officers, employees, or representative or any custodian or other person specifically authorized by the Portfolio Manager with respect to the payment/recovery of wealth-tax, income tax, interest for delayed payment of income tax or wealth tax, penalty; and if any of the same shall have been recovered from the Portfolio Manager or any of its officers, employees, or representative or any custodian or advisor or other person specifically authorized by the Portfolio Manager or if the Portfolio Manager or any of its officers, employees, or representative or any custodian or advisor or other person specifically authorized by the Portfolio Manager is held responsible for any of the aforesaid by any taxing authority, then the Client shall forthwith on demand pay and / or reimburse to the Portfolio Manager such amount as may be required, in the opinion of the Portfolio Manager to pay to the tax authorities (under the Income Tax Act/Wealth Tax Act).

7.2 The Client undertakes to comply with all statutory and other requirements as may be applicable to it from time to time and the Client shall indemnify and keep indemnified, the Portfolio Manager or its officers, employees, or representatives or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance of statutory and/or other requirements by the Client and/or its authorized representatives.

7.3 The Client hereby declares that the funds/securities being invested by the Client is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any governmental or statutory authority from time to time. The Client further undertakes that any additional funds or securities handed over by the Client to the Portfolio Manager during the tenure of this agreement shall be from legitimate sources.

The Client shall indemnify and keep indemnified, the Portfolio Manager or its officers, employees, or representative or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance by the Client and/or its authorized representatives of the provisions of this clause.

7.4 The Client undertakes to comply with all statutory and other requirements for the prevention of Money Laundering as may be specified by any regulatory authority or the Portfolio Manager from time to time and the Client shall indemnify and keep indemnified, the Portfolio Manager or its officers, employees, or representatives or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance of such requirements by the Client and/or its authorized representatives.

7.5 The Client undertakes that the Client shall only invest with the Portfolio Manager those funds and securities of which the client is a lawful owner. The Client undertakes that the Client shall not act in a capacity of a Sub broker or Portfolio Manager and all transactions pursuant to this agreement shall be on its own account. The Client shall indemnify and keep indemnified, the Portfolio Manager or its officers, employees, or representatives or any custodian or investment advisor or other person specifically authorized by the Portfolio Manager from and against any losses, cost, expenses, damages, actions and proceedings in the event of non-compliance of such requirements by the Client

7.6 The Client hereby unconditionally and irrevocably undertakes to the Portfolio Manager that:

(a) the Client shall promptly and regularly pay wealth-tax, income-tax and other taxes, if any payable, on the income, arising whether by way of interest, dividend, short term and long-term capital gain or otherwise howsoever and on the value of the Assets and irrespective as to whether such Assets are

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Initial of Second Holder
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held and /or registered in the name of the Client or the Portfolio Manager or any other person nominated by the Portfolio Manager;

(b) The Client shall also promptly and in a timely manner pay all the aforesaid taxes, levies, duties, payments to be paid on the Assets including payment for unpaid calls on shares, as and when the same are to be paid under law; and

(c) The Client shall promptly and in a timely manner file all tax returns, statements, applications under the provisions of law.

(d) The Client shall promptly return any sum of money or securities, which have been erroneously credited to the account of the Client and the Client, shall indemnify and keep indemnified the Portfolio Manager from and against all losses, expenses, costs, actions and proceedings in this regard.

(e) The Client shall inform the Portfolio Manager of any order passed against the Client and/or its associated entities by SEBI or any other regulatory authority including but not limited to orders restricting or debarring the Client and/or its associated entities from dealing in the securities market. The Client shall indemnify and keep indemnified the Portfolio Manager from and against all losses, expenses, costs, penalties, actions and proceedings in the event of non- compliance of the provisions of this clause by the Client and/or its authorized representatives.

(f) The Client shall (promptly on gaining knowledge of the same) disclose to the Portfolio Manager in writing the details of the interest of the Client in any listed company or other corporate body which may enable the Client to obtain unpublished price sensitive information in respect of such company or corporate body. The Client shall keep the Portfolio Manager indemnified against the consequences of any non-disclosure in this respect.

7.7 The provisions of indemnity contained herein shall survive termination of this agreement.

8. STATEMENTS AND INFORMATION TO THE CLIENT

8.1. The Portfolio Manager shall furnish to the Client periodically, in writing all the information regarding the Assets and all purchases and sales of Securities made by the Portfolio Manager on behalf of the Client as provided herein ("Report"). The report for such period shall contain inter alia the following details, namely:

(i) The composition and the value of the Assets (Funds and Securities), description of the Securities, number of Securities, value of each Security held as part of the Assets, cash balance and aggregate value of the Assets as on the date of Report;

(ii) Transactions undertaken by the Portfolio Manager during period covered by the Report including date of transaction and details of purchases and sales;

(iii) Income or other interest received during the concerned period in respect of the Assets by way of interest, dividend, bonus shares, rights shares or debentures or otherwise;

(iv) Expenses incurred in managing the Assets of the Client;

Nothing herein shall extend the obligation of the Portfolio Manager to provide any information relating to any other investments or securities of the Client, which do not form part of the Assets.

8.2 On termination of the Agreement, the Portfolio Manager shall give a detailed statement of accounts of the Assets to the Client and settle accounts with the Client in a mutually agreed manner. The Client shall bear all costs, charges and taxes that may become payable as a consequence of settling of accounts of the Assets.

8.3 In the event of any dispute between the Portfolio Manager and the Client, the Client shall have the right to obtain details of the Assets from the Portfolio Manager and the Portfolio Manager shall provide these details to the Client, at the cost of the Client.

8.4 STATEMENTS IN ELECTRONIC FORM

8.4.1. The Portfolio Manager may send the statements, reports and other documents in respect of the Portfolio Management Services to the Clients in physical and/or electronic form.

8.4.2. The Client hereby agrees and permits the Portfolio Manager to provide all the statements, reports and other documents in respect of the Portfolio Management Services rendered by the Portfolio Manager under the terms of this agreement, in electronic form through the internet (web-based). Such statements, reports and other documents shall be duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under. Such statements, reports and other documents shall be sent to the client at its e-mail account(s) provided by the client for the purpose or created for the client by the Portfolio Manager as per the specific request of the client. The Client further agrees as under:

(i) The Client shall access the statements, reports and other documents issued by the Portfolio Manager electronically. The Client understands that it is the Client's responsibility to review all such statements, reports and other documents as issued by the Portfolio Manager.

(ii) Such statements, reports and other documents shall be deemed to have been delivered on the day when the same is sent electronically by the Portfolio Manager.

(iii) Should the Client experience any difficulty in opening a document electronically delivered by the Portfolio Manager, the Portfolio Manager may, on receipt of intimation from the Client in that behalf, make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format.

(iv) The Client shall take all the necessary steps to ensure confidentiality and secrecy of the login id and password of client's e-mail account. Unless the Client lodges a complaint with the Portfolio Manager as to his/her/its inability to access the system, it would be presumed that all the statements, reports and other documents have been properly delivered to the Client. The Portfolio Manager shall not be liable or responsible for any breach of secrecy.

(v) The Client agrees that the Portfolio Manager fulfils its legal obligation to deliver to the Client any such statement, report or document if sent via electronic delivery at any one of the e-mail account(s) provided by the Client for the purpose or created by the Portfolio Manager for the Client, at the Client's specific request and the Portfolio Manager has not received any report indicating bouncing back of such electronic delivery from any of such e-mail account(s). In other words, e-mail sent to any one of the e-mail account(s), which has not bounced back, shall be deemed to be duly delivered to the Client. It shall be the responsibility of the Client to intimate the Portfolio Manager of any change in the Client's e-mail account(s).

(vi) The Portfolio Manager agrees that in case of receipt of bounced back notification from all the e-mail account(s), the Portfolio Manager shall make the required delivery by any other electronic means (e-mail, fax, electronic mail attachment, or in the form of an available download from the back-office website) or in paper based format immediately thereafter. However, the Client agrees that the Portfolio Manager shall not take cognizance of out-of office/out- of-station auto replies and the Client shall be deemed to have received such electronic mails.

(vii) The Portfolio Manager shall not be responsible for non-receipt of documents sent via electronic delivery due to change in/incorrect e-mail address / correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of the Client's computer system/server/internet connection etc.

(viii) The Portfolio Manager shall not be liable or responsible for any statement, report or document received from frauds or impostors or any consequences thereof.

(ix) The Portfolio Manager shall not be liable for any problem, which arises at the Client's computer network because of the Client receiving any statement, report or document from the Portfolio Manager.

(x) The Portfolio Manager may also post the statements, reports and other documents pertaining to the Portfolio Management Services rendered to the Client on the website of the Portfolio Manager and the same can be accessed by the Client on the website with the help of the login and password given to the Client by the Portfolio Manager. The Client shall ensure confidentiality and secrecy of the login id and password. The Portfolio Manager shall not be liable or responsible for any breach of secrecy.

9. MARKET AND OTHER RELATED RISKS

Details of risk foreseen by the Portfolio Manager and the risk relating to the securities recommended by the Portfolio Manager for investment or disinvestment includes but are not restricted to the following:

(i) Investment in equities, derivatives and mutual funds are subject to market risks and there is no assurance or guarantee that the objectives of the Portfolio Management Services will be achieved.

(ii) As with any investment in securities, the Net Asset Value of the portfolio can go up or down depending upon the factors and forces affecting the capital markets.

(iii) The performance of the Portfolio Manager and the objective of the Portfolio Management Services 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.

(iv) Investments in debt instruments are subject to default risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macro-economic factors and creates price changes in the value of the debt instruments. Consequently, the Net Asset Value of the portfolio may be subject to fluctuation.

(v) Investments in debt instruments are subject to reinvestment risks as interest rates prevailing on interest or maturity due dates may differ from the original coupon of the bond, which might result in the proceeds being invested at a lower rate.

(vi) The Portfolio Manager may invest in non-publicly offered debt securities and unlisted equities. This may expose the portfolio of the Client to liquidity risks.

(vii) Engaging in securities lending is subject to risks related to fluctuations in collateral value/settlement/liquidity/ counter party.

(viii) Use of derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments for the purpose of hedging and portfolio balancing, as permitted under the Regulations and guidelines will expose to certain risks inherent to such derivatives. Derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.

The Client acknowledges and confirms that the purchases and sale of Securities have inherent risks and accordingly, any loss, damage, cost, expenses, direct/ indirect or consequential on account of purchase and sale of assets / Securities by the Portfolio Manager with the funds of the Client shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly be responsible or liable for the loss damage, cost, expenses, direct/ indirect or consequential, which arises to the Client for any reason whatsoever.

The Client further acknowledges that the Client has received, read and understood the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the Regulations along with a certificate in Form C as specified in Schedule I of the said regulation, at least 2 days prior to the date of this agreement.

10. NON-WARRANTY OF THE PORTFOLIO MANAGER

10.1. The Client hereby confirms that he/she/it is aware that the investment of the Funds and the Securities are subject to a very wide range of risks which include amongst others (and by way of illustration) an unpredictable loss in value of the Assets/ Funds which may extend to a total loss of value of the Assets due to, inter alia:

(i) Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports;

(ii) Acts of force majeure including nationalization, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature amongst staff of the Portfolio Manager or of its agents (or of any third parties) boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data) international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market, or the delivery of fake or stolen securities;

(iii) De-listing of Securities or market closure, relatively small number of scrip's accounting for a large proportion of trading volume;

(iv) Limited liquidity in the stock markets impeding readjustment of portfolio composition;

(v)Volatility of the stock markets, stock market scams, circular trading of securities and price rigging;

(vi) Default or non-performance of a third party, company's refusal to register a Security due to legal stay or otherwise and disputes raised by third parties;

(vii) Low possibilities of recovery of loss due to expensive and time - consuming legal process.

10.2. The Client acknowledges and confirms that the terms of this Agreement do not constitute any warranty or similar obligation on the part of the Portfolio Manager and the Portfolio Manager does not guarantee or assure the Client of the value of or returns on the Assets in any manner whatsoever. The Client is aware that the value of the Assets under Discretionary Portfolio Management could depreciate to an unpredictable extent.

11. LIABILITY OF THE PORTFOLIO MANAGER

11.1 It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Portfolio Manager to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts that Funds and Securities placed with the Portfolio Manager and the sale and purchase of Securities by the Portfolio Manager and the investments of the Funds by the Portfolio Manager are and shall be at the sole risk of the Client and the Portfolio Manager shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Portfolio Manager pursuant to this Agreement. 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 Clients 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 the Portfolio Manager acts with wilful default, fraud, malafide and gross negligence to the Client's interest.

11.2 Notwithstanding anything contained in this agreement the Portfolio Manager shall not be liable to the Client for any act or omission of any of its officers, employees, sub-delegates, representative or any custodian or other person specifically authorized by the Portfolio Manager or any other third parties. The Portfolio Manager shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice and guidelines. Consequently, the Portfolio Manager shall also not

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be responsible for any acts or omissions of any intermediaries and does not guarantee the performance of the responsibilities of such intermediaries.

11.3 In the event of the Client being held liable for any loss suffered by the Portfolio Manager pursuant to this Agreement, the liability of the Client shall be limited to the extent of his investment.

12. TERM & TERMINATION

12.1. This Agreement is deemed to have commenced on and from the date of its execution.

12.2. This Agreement shall continue to subsist until terminated under Clause 4 or under this Clause 12 in the manner provided herein below.

12.3. Notwithstanding the provisions of Clause 4 but subject to the other provisions of this Agreement, the termination of portfolio management services can take place in the following circumstances:

(i) By operation of Law;

(ii) Suspension or cancellation of registration of the Portfolio Manager by SEBI;

(iii) Bankruptcy or liquidation of the Portfolio Manager; (iv) By mutual consent

12.4. The Portfolio Manager may at any time terminate this Agreement by written notice of termination to the Client.

12.5. In addition to being entitled to terminate this Agreement under Clause 4, the Client may at any time terminate this Agreement by giving not less than 30 days prior written notice of termination to the Portfolio Manager.

12.6. The Portfolio Manager may cease to render Discretionary Portfolio Management Services to the Client at any time after receiving written notice of termination / withdrawal under Clause 4 or Clause 12 of this agreement from the Client. Upon termination of this Agreement, the Portfolio Manager shall, within a period of 30 days from the date of termination notice, pay and/or deliver the Assets to the Client. Subject to the terms specified in the Schedule of Fees, the Client shall be entitled to choose to receive the Securities forming part of the Assets in the form of Securities or the equivalent cash amount representing the Securities by informing the Portfolio Manager in this regard within 7 days of termination. In the event the Client chooses to receive the Securities in the form of cash, the Portfolio Manager shall endeavour to sell the Securities and pay the net proceeds thereof to the Client within a period of 30 days of termination of the Agreement. Provided that if the Portfolio Manager is for any reason unable to sell the Securities, the Client shall be obliged to accept the Securities. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement.

12.7. In the event of the death of the Client, the legal representative of the Client shall intimate the Portfolio Manager of the death of the Client as soon as possible, and this Agreement shall thereupon terminate on the expiry of 30 days of the Portfolio Manager receiving such intimation. Till such termination of this agreement, the Portfolio Manager shall be entitled to act in its capacity as Portfolio Manager as per this agreement. The power of attorney granted by the Client under of this agreement shall continue to subsist after the demise of the Client for a period of 30 days from the date on which the Portfolio Manager is informed of the death of the Client by the legal representative of the Client and the Portfolio Manager shall be entitled to continue to act under the terms of the said power of attorney.

12.8. Upon the termination of this Agreement as a consequence of the death of the Client, the Portfolio Manager shall:

(a) where the Client comprises of only one person, the Portfolio Manager shall:

(i) permit the nominee of the Client (designated in the Application) or, if for any reason the same is not possible or practicable, permit such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Client, to operate the Bank Account (if opened in the name of the Client) and/or the Depository Account (if opened in the name of the Client), if the rules of operation of the Bank Account and/or the Depository Account so permit; and/or .

(ii) deliver the Assets to the nominee of the Client (as designated in the Application). or, if the nominee is not specified, to such persons as the Portfolio Manager has bona fide reason to believe are the heirs, executors or administrators of the deceased Client

(b) where the Client comprises of two or more persons, the Portfolio Manager shall:

(i) permit the surviving person(s) who comprise the Client ("survivor/s") to operate the Bank Account (if opened in the name of the Client) and/or the Depository Account (if opened in the name of the Client), if the rules of operation of the Bank Account and/or the Depository Account so permit; and/or.

(ii) deliver Assets to the survivor/s.

Upon such delivery, the Portfolio Manager shall stand discharged of all obligations hereunder or in relation to the Assets.

12.9. The provisions of this Agreement relating to the payment of Portfolio Management fees, costs, charges, expenses and other amounts to the Portfolio Manager, and all such rights and obligations which have accrued or arisen prior to and/or as a result of the termination of this Agreement shall survive the termination of this Agreement

13. NOTICES

All notices to the Client shall be sent to the addresses, facsimile numbers or e-mail address stated in Application. All notices to the Portfolio Manager shall be sent by Registered Post (AD) at the following address or such other address/e-mail ids as may be acceptable to the Portfolio Manager:
5th Floor, 339, 14B Cross, 6th Main, Sector 6, HSR Layout, Bengaluru – 560102

14. PROXIES

All proxies, annual reports, shareholder information and all other similar or related material received by the Portfolio Manager in relation to the Securities or the Funds, may be destroyed or disposed in any manner at the sole option/discretion of the Portfolio Manager. The Portfolio Manager shall not be obliged to send any of the aforesaid information or material to the Client.

15. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

The Client hereby represents, warrants and declares to the Portfolio Manager as under:

(i) The Client has full power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary action (corporate, statutory, contractual or otherwise) to authorise the execution, delivery and performance of this Agreement in accordance with its terms.

(ii) This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation of the Client, enforceable against the Client in accordance with its terms.

(iii) The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under: (a) any law to which he/she/it is subject; or (b) any order, judgement or decree applicable to him/her/ it; or

(c) any term, condition, covenant, undertaking, agreement or other instrument to which he/she/it is a party or by which it is bound.

(vi) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudice the

due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

16. SETTLEMENT OF DISPUTES / ARBITRATION

Any dispute, difference or claim arising out of or relating to this agreement, or the breach thereof, if unable to be resolved by the parties, shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 or any statutory amendments thereof or any statute enacted for replacement thereof and shall be referred to the sole arbitration of a person to be nominated / appointed by the Portfolio Manager. In the event of death, refusal, neglect, inability or incapability of the persons so appointed to act as an arbitrator, the Portfolio Manager may appoint a new arbitrator. The arbitral award shall be in writing and shall state the reasons upon which it is based. The award shall be final and binding on the Parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements.

17. PROPER LAW

This Agreement shall be subject to the guidelines regarding portfolio management viz., the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 and any amendments made thereto from time to time including any circulars, directions or clarifications issued by SEBI or any Government authority and as applicable to the Portfolio Manager from time to time. This Agreement shall be governed by the law of India. All legal actions and proceedings, if any, relating hereto shall be subject to the jurisdiction of the Courts in Mumbai, India only.

18. SEVERABILITY

This agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provisions of this agreement shall for any reason be held invalid, illegal or unenforceable, it shall not affect any other term or provision hereof, and this agreement shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein. Any such invalidity or unenforceability of any provisions of this agreement in any jurisdiction shall not affect the validity, legality or enforceability of this agreement, including any provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by Law.

19. MISCELLANEOUS

19.1 Any amendments and additions to the Contract are to be valid only if made in writing and signed by duly authorized representatives of both the parties.

19.2 The Portfolio Manager shall not change any terms of the agreement without prior written consent of the Client. Provided, however that the Portfolio Manager may from time to time alter the agreement, if required, for complying with any change in statute, regulations or with the requirements of any competent authority. The same shall be intimated to the Client by the Portfolio Manager and the Client shall be deemed to have agreed to the alteration.

19.3 Subsequent to the execution of this agreement all and any prior communications, correspondence, acceptances and negotiations are to be considered null and void.

19.4 The Portfolio Manager has the right to assign its rights and obligations under the Contract to any third party and the same shall be intimated to the Client and the Client shall be deemed to have agreed to such assignment.

20. INTERPRETATION

In the event of there being more than one person as Clients mentioned in the recitals/ signature clause of the Agreement, wherever the context so requires, the word "Client" shall be construed as "Clients" and the grammar and construction of every concerned sentence shall be deemed to be appropriately amended to indicate more than one Client.

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

21. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI

In the event of the Client being a Non-Resident Indian ("NRI") (as understood in the applicable foreign exchange laws):

(a) The Client represents that the Client has obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation approvals required from the RBI). The Client shall adhere to all requirements of all exchange control regulations applicable to the Client in all dealings / transactions.

(b) In the event of any change in the status of the Client, the Client shall forthwith inform the Portfolio Manager of the same.

(c) All communications / intimations by the Client to the Portfolio Manager shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities.

(d) The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals / reporting on behalf of the Client.

(e) The Portfolio Manager shall not be liable for any loss caused to the Client as a consequence of any delay of RBI or any other regulatory authority.

(f) The Client shall indemnify the Portfolio Manager for the consequences that the Portfolio Manager may suffer due to any non-compliance by the Client with any regulatory requirements.

(g) Without prejudice to the other provisions contained hereinabove, in all dealings with the Client the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

(h) In the event of any Securities purchased for the Client not being registered in the Client's name due to any regulatory restrictions (including the ceiling on percentage of NRI holdings in the relevant company), the Client shall be liable for and shall indemnify the Portfolio Manager from all losses that the Portfolio Manager may suffer as a consequence of such transaction (including without limitation, the loss arising out of the sale of such securities in the market).

(i) The Portfolio Manager shall be entitled to rely upon and deduct tax at source on the basis of certificates and/or statements of calculation of income and capital gains given to the Portfolio Manager by the Client or the Client's chartered accountants. The Portfolio Manager shall not be liable for any inaccuracy or error in the computation thereby and shall be entitled to rely upon the same as being true, fair and complete in all respects. The Client shall indemnify the Portfolio Manager for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computations / statements / certificates, as the case may be.

WAPL Signatory	Initial of First / Sole Holder / Authorized Signatory	Initial of Second Holder / Authorized Signatory
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**SCHEDULE I
DESCRIPTION OF FEES**

1. Entry Fees	2. Management Fees	3. Performance Fees	4. Termination Fees	5. Other Charges/Expenses
NIL Entry Fees, if applicable, shall be charged upon execution of this Agreement	1% per annum of Daily Average Assets Under Management Assets Under Management, means the value of Securities and Cash in the Client's portfolio. For the purpose of calculating Assets Under Management, listed Securities will be valued on a marked to market basis. The Management Fees shall be payable quarterly in arrears, calculated on the basis of the average value of the daily Assets Under Management in the previous quarter.	NIL Performance Fees, if applicable, shall be charged annually after the completion of every subsequent one year from the date of execution of this Agreement.	NIL Termination Fees, if applicable, shall be charged upon early termination or partial withdrawal within one year of execution of this Agreement , and shall be calculated as a percentage of the Fair Market Value of the Portfolio / withdrawn Portfolio.	As per Actuals Custodian fees, costs associated with investor servicing and fund accounting, R&T agent fees, depository charges, franking and notarization charges, brokerage, any taxes including but not limited to Goods & Services Tax, Securities Transaction Tax, and other statutory levies, audit fees, and legal fees would be charged to the Client based on actuals.
All applicable taxes and levies, together with surcharges and additional surcharges, if any, leviable on such Management Fees, shall be charged to the Client.				

**SCHEDULE II
DESCRIPTION OF CLIENT**

Full Name	Constitution (Individual / Partnership / Trust / Company)	Address Residence / Office / Registered Office
<u>First / Sole Holder</u> ANOOPI VIJAYKUMAR	INDIVIDUAL	X 198 REGENCY PARK II, DLF PHASE 4, GALLERIA, SECTOR 27, SIKANDERPUR GHOSI(68), GURGAON, HARYANA, INDIA - 122002
<u>Second / Joint Holder</u>		

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above

CLIENT

I accept the terms and conditions of this Portfolio Investment Management Agreement including the terms of Schedule I as provided hereinabove as illustration of the fees and charges to be charged under the aforesaid Portfolio Investment Management Agreement. By and under the hand of the

**Name & Sign of First / Sole Holder
/ Authorized Signatory**

**Name & Sign of Second Holder
/ Authorized Signatory**

ANOOPI VIJAYKUMAR

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Witness Name

Witness Address

Signature of Witness

WIZEMARKETS ANALYTICS PRIVATE LIMITED

Name

Designation

Signature

WITNESS

Name

Address

Signature

Wizemarkets Analytics Private Limited

POWER OF ATTORNEY

TO ALL TO WHOME THESE PRESENTS SHALL COME I / We, Mr./Ms./M/s ANOOP VIJAYKUMAR residing at / having its registered office / place of business at X 198 REGENCY PARK II, DLF PHASE 4, GALLERIA, SECTOR 27, SIKANDERPUR GHOSI(68), GURGAON, HARYANA, INDIA - 122002 (hereinafter referred to as the "Client" which expression shall, unless the context otherwise requires, be deemed to include his/her/its successors, administrators, executors and assigns SEND GREETINGS:

WHEREAS:

A. By a Portfolio Investment Management Agreement (hereinafter referred to as "the Portfolio Investment Management Agreement") entered into between Wizemarkets Analytics Private Limited (WAPL), a Company incorporated under the Companies Act, 1956, and having its Registered Office at 106, Bindiya Residency, 24th Main, JP Nagar, Phase VI, Bengaluru – 560078 of the ONE PART and the Client of the OTHER PART, the Client appointed Wizemarkets Analytics Private Limited, as the Portfolio Manager (hereinafter referred to as the "Portfolio Manager" which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) to manage, invest and operate the assets of the Client including, without limitation, with a power to appoint custodians, agents, representatives, banks or service providers or other persons as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.

Signature of First / Sole Account Holder

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I / We hereby irrevocably confirm the appointment of the Portfolio Manager for the Securities the Client owned, acquired or dealt with or to be owned, or dealt with or to be owned in the name of the Client and the Portfolio Manager agrees to act and provide portfolio management services for the Asset in the manner set out herein:

NOW KNOW YE ALL MEN THAT I / WE, the Client who are signatories to this Power of Attorney do hereby nominate, constitute, appoint and authorise the said Portfolio Manager to act through any of the officers, authorised to act as such by the Portfolio Manager to be the Client's lawful attorney and to do all or any of the following acts, deeds and things in respect of the Portfolio Management:

1. To take investment / disinvestment decisions in respect of the Clients portfolio of assets.
2. To appoint nominate or engage any broker/custodian and/or agent of other intermediary for the purpose of rendering portfolio management services including but not limited to effecting purchase, sale and transfer of the Securities and to deal with such broker/custodian and/or agent/intermediary for the purpose of rendering portfolio management services.
3. To make necessary application(s) on behalf of the Client, to any Government, Quasi-government or Local Authorities in India including Securities and Exchange Board of India and Reserve Bank of India and for or incidental to purchase, sales, transfer of, or holding and/or continuing to hold shares, debentures, Government and other Securities, Units, Deposits, Bonds, Certificates of Deposit, Commercial Paper, Participation Certificates, Bills, Options, Notes, Warrants and other Securities, instruments and investment whatsoever (hereinafter collectively called "the Securities") and to represent the Client in all respects before such authority or authorities and establish the ownership of the said Securities in the name of the Client and if required, to give instructions in this regard to the Custodian or any authorised agent.
4. To give instructions to the Custodian or any other authorised agent to acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in the name of the Client or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in the name of the Client, Selling the Securities held in the name of the Client.
5. To give instructions to Custodian or any other authorised agent for or to renounce and sign application and/or renunciation forms in respect of the Securities offered on a right, additional, preferential or other basis and to receive and hold such Securities.
6. To give instructions to Custodian or any other authorised agent to make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
7. To represent the Client before any authority, official or agency of the Government of India or State Government or any Bank, Company, Corporation, Stock Exchange, Securities and Exchange Board of India or any other authority in respect of the Securities.
8. To give or be a party to the notice for calling an extraordinary general meeting of any company on requisition in accordance with Section 169 and/or any other applicable provisions of the Companies Act, 1956 or any other laws.
9. To attend, vote, represent or otherwise act as the attorney or proxy at meetings of the members, shareholders, creditors, debenture holders of any company or body corporate in which shares, debentures or deposits are acquired or held in the name of the Client pursuant to these presents.
10. To give instructions to the Custodian or any other authorised agent to collect and receive all interest and dividends due on all or any Securities; to represent for payment and collect the amount payable upon all Securities which may mature or be called, redeemed or retired or otherwise become payable; and to take all necessary actions including signing of all necessary applications and other documents

11. To give instructions to the Custodian or any other authorised agent to deposit the monies with the Bank and to deposit all interest, dividends or profits in an account opened in the name of the Client, and to make such debits in the said account as may be necessary and in particular for purchase, acquisition of the Securities (which instructions may be given to the Custodian or any other authorised agent either by the Client directly or through the Portfolio Manager acting as the Clients agent, through any of its officers, pursuant to the powers of the Portfolio Manager under the Portfolio Investment Management Agreement for purchase / acquisition), making payments to broker / issuers for the same and also for the service charge for all / any type of services to be provided by the Bank / any other person authorised by the Bank/Client/Portfolio Manager to the Client in relation thereto/hereunder and for that purpose to open a current account or such other account with the Bank.
12. To demand, sue for, recover, receive and give good effectual receipt(s) and discharge(s) for all and any Securities, certificates in respect thereof, dividends, redemption, interest, bonuses or any other sum(s) and/or income accruing from the Securities, debentures, units, deposits and other investments and to sign and endorse pay orders, dividends or interest warrants or certificates, which are now or at any time may be due or payable and belong to the Client.
13. To give instructions to the Custodian or any other authorised agent to apply for the issue of duplicate certificates in respect of the Securities.
14. To give instructions to the Custodian or any other authorised agent for dematerialising and rematerializing securities.
15. To pay or allow all taxes, rate, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect thereof and if required, to give necessary instructions in this regard to the Custodian or any authorised agent.
16. Generally to attend to and act in all transactions, matters and deeds in connection with the sale / purchase instructions, transfer, delivery and other dealings in connection with the securities, monies and other Assets, including to demand and receive all debts, sums of money, interest, dividend and dues of whatsoever nature or kind relating to the above securities.
17. To pay or allow all taxes, rates, charges, deductions, expenses and outgoings whatsoever due and payable or to become due and payable on account or in respect of the securities.
18. To give instructions to the Custodian/Bank as applicable to debit the Client's account for all the service charges, fees, out of pocket expenses, conveyance expenses, postage, telephone/fax charges, franking charges, stamp duty, audit fees or any other amount payable by the Client to the Portfolio Manager or any other party from time to time in accordance with the Portfolio Investment Management Agreement.
19. To apply to, correspond with, give intimation/ notice to the Custodian appointed by the Portfolio Manager /the Client and to issue orders / instructions to them and to perform, execute and do all the acts, deeds and things that may be necessary to do for the purpose of carrying out the transactions pertaining to portfolio management

20. To correspond with and enter into agreements on behalf of the Client with such persons (including without limitation, stock brokers, custodians, banks, depositories, depository participants, mutual funds and asset management companies) as the Portfolio Manager may deem fit.

21. To enter into transaction on behalf of the client for the specific purpose of meeting margin requirements.

22. To make, declare, swear, affirm, sign, seal, deliver, verify all applications, representations, requests, submissions, forms, complaints and written statements, appeals, revisions, reviews, pleadings, affidavits, applications, caveats, declarations, petitions, counterclaims, papers, deeds, surrenders, instruments, receipts, dividend mandates or other documents and writings usual, necessary or expedient for or in relation to the exercise of any of the aforesaid authorities including in furtherance of a suit, arbitration or other legal or arbitration proceeding proposed to be filed in the name of or on behalf of the Client jointly or severally with one or more other parties in an appropriate Court, Tribunal or before any Arbitral Tribunal.

23. To file, institute, commence, prosecute, enforce, defend, answer, carry on, oppose, appear in or appeal against suits, actions, arbitrations, proceedings, other legal proceedings and demands whether civil, criminal, administrative or otherwise in which the Client may be concerned or interested and references, revisions in respect of any order or decree or award pronounced in any suit or arbitration proceedings and generally to prosecute and defend all actions, arbitrations, legal proceedings and demands whether civil, criminal, administrative or otherwise in which the Client may be concerned or interested and if thought fit to compromise, settle, withdraw, consent to judgement, award and execution or become non-suited in the said suit, arbitration or any such proceedings as aforesaid and to enforce and/or oppose execution, arrest, attachment, distress or otherwise or any decree, award or order in favour of or against the Client in the said suit or otherwise to pay in and draw out of Court any sums of money and to defend, contest or resist any such action or proceedings as aforesaid and to enforce and / or oppose as the case maybe, require execution, arrest, attachment, distress or otherwise in connection with the said suitor proceedings and in any such action or proceedings to retain, employ and remunerate Advocate, Solicitors and Legal Practitioners or Advisors and to sign warrants, Vakalatnamas and other necessary authorities.

24. To appoint any other agent or subagent and to delegate all or any of the powers given herein to such a person.

25. For the purposes aforesaid or any of them to sign any contract, agreement, transfer, acceptance, receipt, acquittance, document and form and other writing and do all lawful acts requisite for effecting the same.

26. And generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of the Client as may be necessary, proper, convenient or expedient.

27. To make such declarations, as may be required under applicable laws, being in force from time to time.

This Power of Attorney will be in full force and effect till termination of the Portfolio Investment Management Agreement and the Client hereby ratifies and confirms and covenants for itself, its successors and assigns to ratify and confirm and covenant all and whatsoever has been or shall be lawfully done by the Portfolio Manager or by any substitute, sub-delegate appointed by it in the premises by virtue of these presents, including in such ratification and confirmation whatever shall be done between the time of the revocation by any other means of these presents and the time of such revocation becoming known to the Portfolio Manager.

Any person shall be entitled to rely upon a certificate as may be issued during the subsistence of this Power of Attorney from the Portfolio Manager (or any person nominated in this behalf by the Portfolio Manager) as to the validity and subsistence of this Power of Attorney and such certificate shall be binding upon and shall not be challenged by the Client.

And I / we hereby confirm that pursuant to the Portfolio Investment Management Agreement, I / We have empowered the Portfolio Manager to inter-alia instruct any broker, custodian, bank, depository participant, agent or other intermediary from time to time in respect of the exercise of powers under this Power of Attorney and under the Portfolio Investment Management Agreement. I / We confirm that all actions by the Portfolio Manager pursuant to the said Power of Attorney shall be binding on me/us and my/our heirs, executors, administrators, successors and assigns as though such actions had been carried out by me / us directly.

And we do hereby confirm that all the powers hereby conferred may be exercised by any officers or managers of the said Attorney who are duly authorised by the Board of Directors of the said Attorney by name and / or designation from time to time and acting for and in the name of the Portfolio Manager.

And I/we further agree to indemnify and keep indemnified and hold harmless the Portfolio Manager and its officers, directors, and employees as authorised by the Board as above from any and all costs, liabilities and expenses resulting directly or indirectly from all lawful actions and in accordance with proper instructions where required.

And the Client shall not be entitled to hold 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 Portfolio Manager or any decision taken by Portfolio Manager in good faith with regard to Portfolio Management except in the case of fraud, malafide, conflict of interest or gross negligence.

And this power of attorney above shall continue to subsist after the death / dissolution of the Client for a period of 30 (thirty) days from the date on which Portfolio Manager is informed of the death / dissolution of the Client by the legal representative of the Client and Portfolio Manager shall be entitled to continue to act under the terms of this Power of Attorney.

IN WITNESS WHEREOF the Client has caused this Power of Attorney to be executed at Bengaluru this ____ day of _____, _____.

**Name & Sign of First / Sole Holder
/ Authorized Signatory**

**Name & Sign of Second Holder
/ Authorized Signatory**

ANOOP VIJAYKUMAR

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IN THE PRESENCE OF:

Name & Sign of First Witness

Name & Sign of Second Witness

ANNEXURE 1

ILLUSTRATION OF FEES DESCRIBED IN SCHEDULE I

Entry Fees	Management Fees	Performance Fees	Termination Fees	Other Charges/Expenses
NIL	1% per annum of Average Daily Assets Under Management	NIL	NIL	As per Actuals
Entry Fees, if applicable, shall be charged upon execution of this Agreement	Assets Under Management, means the value of Securities and Cash in the Client's portfolio. For the purpose of calculating Assets Under Management, listed Securities will be valued on a marked to market basis. The Management Fees shall be payable quarterly in arrears, calculated on the basis of the average value of the daily Assets Under Management in the previous quarter.	Performance Fees, if applicable, shall be charged annually after the completion of every subsequent one year from the date of execution of this Agreement.	Termination Fees, if applicable, shall be charged upon early termination or partial withdrawal within one year of execution of this Agreement, and shall be calculated as a percentage of the Fair Market Value of the Portfolio / withdrawn Portfolio.	Custodian fees, costs associated with investor servicing and fund accounting, R&T agent fees, depository charges, franking and notarization charges, brokerage, any taxes including but not limited to Goods & Services Tax, Securities Transaction Tax, and other statutory levies, audit fees, and legal fees would be charged to the Client based on actuals.

All applicable taxes and levies, together with surcharges and additional surcharges, if any, leviable on such Management Fees, shall be charged to the Client.

The following illustration is provided as an example to show the fees charged to a client over a period of 1 year, billed at the end of the year, assuming brokerage / transaction costs @ 0.35%:

Nature of Fees	Scenario 1 (20% Increase)	Scenario 2 (20% Decrease)	Scenario 3 (No Change)
Capital Contribution	25,00,000	25,00,000	25,00,000
Entry Fees	0	0	0
Assets Under Management at start of year	25,00,000	25,00,000	25,00,000
Profits on investment during the year	+ 5,00,000	- 5,00,000	0
Gross Value of Portfolio at end of year	30,00,000	20,00,000	25,00,000
Daily Average Assets Under Management**	27,50,000	22,50,000	25,00,000
Brokerage / Transaction Charges	- 8,750 (0.35% of 25,00,000)	- 8,750 (0.35% of 25,00,000)	- 8,750 (0.35% of 25,00,000)
Management Fees	- 27,500	- 22,500	- 25,000
Performance Fees	0	0	0
Total charges during the year	27,500 + 8750 = 36,250	22,500 + 8,750 = 31,250	25,000 + 8,750 = 34,250
Net Value of Portfolio at end of year	29,63,750	19,68,750	24,65,750
% change over capital contributed	18.55%	-21.25%	-1.37%

*High Water Mark not applicable since no performance fees are charged

**Daily Average Assets Under Management is assumed to be a simple average of the assets under management value at the beginning and end of the year for the purpose of this illustration. Operationally, it will be calculated based on actuals.

DECLARATION: I accept the terms and conditions of this Portfolio Investment Management Agreement including the terms of Schedule I as provided hereinabove as illustration of the fees and charges to be charged under the aforesaid Portfolio Investment Management Agreement.

By and under the hand of the Client (please write "I understand"):

**Name & Sign of First / Sole Holder
/ Authorized Signatory**

**Name & Sign of Second Holder
/ Authorized Signatory**

ANOOP VIJAYKUMAR

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ANNEXURE 2

LETTER FROM CLIENT FOR RECEIPT OF STATEMENTS, REPORTS & DOCUMENTS VIA EMAIL

DATE _____

To,

Wizemarkets Analytics Private Limited

5th Floor, 339, 14B Cross, 6th Main

Sector 6, HSR Layout, Bengaluru - 560102

+91 80 4121 1210, connect@capitalmindwealth.com

Dear Sirs,

I/We hereby consent to receive all statements, reports and other documents as may be issued by Wizemarkets Analytics Private Limited (WAPL) in respect of my/our Portfolio Management Services account(s) as mentioned below including but not limited to reports as mentioned under Regulation 21 of the SEBI (Portfolio Managers) Regulations, 1993, in electronic form duly authenticated by means of a digital signature as specified in the Information Technology Act, 2000 and the rules made there under at the email account created by you, for the purpose, at my request or to any of my/our below mentioned e-mail account(s) (said e-mail account(s)):

MENTION AT LEAST ONE EMAIL ACCOUNT	
E-Mail Account 1	ANOOP.VIJAYKUMAR@GMAIL.COM
E-Mail Account 2	

I/We hereby agree that WAPL shall fulfil its legal obligation, if the above statement, reports and other documents are sent electronically to any one of the said e-mail account(s).

In this regard, I/We further agree that:

- I/We shall take all necessary steps to ensure confidentiality and the secrecy of the login and password of the above-mentioned e-mail account(s). WAPL shall not be liable to or responsible for any breach of secrecy.
- E-mails sent to any of the above-mentioned e-mail account(s), which have not bounced back, shall be deemed to be duly delivered to the me/us.
- In the event any e-mail sent by WAPL bounces back due to insufficient space in my/our inbox or in the event any network problem occurs, WAPL shall in no way be responsible for the same.
- WAPL shall not take cognizance of out-of-office/out-of-station auto replies and I/We shall be deemed to have received such electronic mails.
- Such statements, reports and other documents shall be deemed to have been delivered on the day when the e-mail is sent by WAPL.
- WAPL may at its discretion discontinue to send me/us the statement, reports and other documents in physical form.
- WAPL shall not be liable or responsible for any statement, report or document received from frauds or impostors or any consequences thereof.
- WAPL shall not be liable for any problem, which arises at my/our computer network because of my/our receiving any statement, report, document from WAPL.
- I/We shall inform WAPL in writing if there is any change in the information given above.

I/We further agree that the WAPL will not be responsible for non-receipt of documents sent via electronic delivery due to change in/incorrect e-mail address / correspondence address as mentioned or any other reason which inter alia include technical reasons or malfunction of my/our computer system/server/internet connection etc.

I/We further agree that WAPL may at its sole discretion also provide such documents in physical form.

Yours faithfully,

**Name & Sign of First / Sole Holder
/ Authorized Signatory**

**Name & Sign of Second Holder
/ Authorized Signatory**

ANOOP VIJAYKUMAR

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ANNEXURE 3

COMPANIES / BODIES CORPORATE IN RESPECT OF WHICH CLIENT HAS ACCESS TO PRICE SENSITIVE INFORMATION

DATE _____

To,

Wizemarkets Analytics Private Limited
5th Floor, 339, 14B Cross, 6th Main
Sector 6, HSR Layout, Bengaluru - 560102
+91 80 4121 1210, connect@capitalmindwealth.com

Dear Sirs,

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

Serial No.	Name of Company

I/We hereby agree to keep you informed of any restriction on me/us for dealing in the above-mentioned securities or any other securities.

Yours faithfully,

Name & Sign of First / Sole Holder
/ Authorized Signatory

Name & Sign of Second Holder
/ Authorized Signatory

ANOOP VIJAYKUMAR

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