

INVESTMENT ADVISORY SERVICES AGREEMENT

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (hereinafter referred to as "Agreement") is entered at Bangalore on _____, ("Effective Date") and entered into

BY AND BETWEEN:

29k Investment Advisers Private Limited, a private limited company duly incorporated under the Companies Act, 1956 (CIN: U65991KA2008PTC047350) and having its registered office at #390, 9th Cross, 7th Main, Jayanagar II Block, Bengaluru 560 011, Karnataka, INDIA (hereinafter referred to as the "Company" or "Investment Adviser" which expression shall, unless repugnant to the meaning and context thereof, be deemed to mean and include its successors and permitted assigns) of ONE PART;

AND

<**Client Name**>, a Resident Indian with date of birth <DD/MM/YYYY>, having residence/ correspondence address at Address Address, Address Address, Address Address, Address Address, Address Address, Bangalore, Karnataka, India, Pin Code-560079 (hereinafter referred to as the "Client" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its heirs, executors, administrators), of the OTHER PART;

In this Agreement, unless the context otherwise requires, Client and Company may be referred to as "Party" individually and as "Parties" collectively.

WHEREAS the Company is registered as an investment advisor with The Securities and Exchange Board of India ("SEBI") with registration No: INA200000365 as per the SEBI (Investment Advisers) Regulations, 2013 and is engaged in providing investment advisory services to its customers;

WHEREAS the Client wishes to engage the Company to avail Investment Advisory Services

(defined herein below) provided by the Company;

WHEREAS the Client has satisfied itself that the Company possesses requisite level of knowledge and competence to provide Investment Advisory Services;

WHEREAS the Company has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the Investment Advisory Services to be provided;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

1. Definitions and Interpretations

1.1. In this Agreement, unless repugnant to or inconsistent with the context or meaning thereof, the following terms, when capitalised, shall have the meaning assigned herein. When not capitalised, such words shall be attributed their ordinary meaning:

1.1.1. "Act" means the Securities and Exchange Board of India Act, 1992;

1.1.2. "Advisory Fees" shall mean advisory fees as stipulated under Clause 6.1, read with Annexure B, of this Agreement;

1.1.3. "Agreement" means this agreement as originally executed and amended, modified, supplemented or restated from time to time, together with all annexure/s, schedule/s and exhibit/s, if any;

1.1.4. "Applicable law" or "Law" shall mean any applicable Indian statute, law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time, including the Regulations;

1.1.5. "Effective Date" shall mean the date of execution of this Agreement;

1.1.6. "Financial Year" shall mean the financial year of the Company ended March 31 of each year;

1.1.7. "Investment Advisory Services" shall mean investment advice as provided in accordance with Regulation 2(1)(l) of the Regulations and as provided under Clause 5 of this Agreement

1.1.8. "IRDA" shall mean the Insurance Regulatory and Development Authority of India.

1.1.9. "Regulations" shall mean the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 as amended from time to time, including guidelines,

notifications, circulars issued pursuant thereto;

1.1.10. "SEBI" shall mean the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992;

1.1.11. "Securities" shall mean and include securities of asset level special purpose vehicles, all marketable securities including equity shares, quasi equity shares, preference shares, debentures, convertible securities, depository receipts, bonds, secured premium notes, government securities, pass-through certificates, treasury bills, units, derivatives, mutual funds, equity linked products, debt, hybrid products, mortgage-backed securities, commercial papers, notes, other like instruments and any other instrument included within the definition of "securities" under Section 2(h) of the Securities Contract (Regulation) Act, 1956;

1.1.12. "Transactional Client" shall mean any Client who utilizes the services of the Company on a requirement basis and does not retain the services of the Company through this Agreement. The services are provided on a case-to-case basis and shall not entail any contractual obligations.

1.2. In this Agreement, unless the context or meaning thereof otherwise requires:

1.2.1. words in the singular shall include words in the plural and vice versa;

1.2.2. references to a person shall include such person's successors and assigns;

1.2.3. words importing a particular gender includes all genders;

1.2.4. the headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;

1.2.5. a reference to a thing includes a part of that thing;

1.2.6. references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification); and,

1.2.7. words and expressions not defined herein shall have the same meanings respectively assigned to them wherever used in this Agreement.

2. Appointment of Investment Adviser

2.1. Client hereby appoints the Company to provide Investment Advisory Services from time to time in accordance with the terms stipulated under this Agreement.

- 2.2. Where the Client wishes to the Company to execute the investment advice provided by the Company as part of its Investment Advisory Services, the Client shall execute the execution agreement provided under Annexure A of this Agreement.

3. Consent of the Client

The Client hereby consents that-

- i. The Client has read and understood the terms and conditions of investment advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
- ii. An opportunity was provided by the Investment Adviser to ask questions and interact with the principal officer / person(s) associated with the investment advice.

4. Declaration from Investment Adviser

The Investment Adviser hereby declares that-

- i. It shall not manage funds and securities on behalf of the Client and shall only receive such sums of monies from the Client as are necessary to discharge the Client's liability towards fees for the Services rendered by the Investment Adviser.
- ii. It shall not, in the course of performing the Services to the Client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the Client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.
- iii. It recommends direct implementation of advice i.e., through direct schemes/direct codes of securities wherever possible and applicable.
- iv. It shall always abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

5. Scope of Investment Advisory Services

- 5.1. The Company shall provide the Investment Advisory Services through its investment advisory department, which is one of the separately identifiable departments of the Company. The other departments being support department, accounts department, and marketing department.
- 5.2. The Company:

- 5.2.1. Shall identify Client's investment goals and objectives, conduct appropriate risk profiling tests to assess the Client's risk profile;
- 5.2.2. Shall, based on such assessment and any other restrictions, and in accordance with the Applicable law, provide the Client advice on its investments and/or financial plan construction with respect to investments of the Client in Securities as per their investment objectives, risk profile, financial situation, and other restrictions, if any, stated in this Agreement as well as in accordance with the SEBI, IRDA and RBI Regulations, for those investments.
- 5.2.3. Shall provide advice with respect to investments of the Client based on the requirements of the Client, within a fixed timeline, as and when such queries and requirements are communicated to the Company.
- 5.2.4. Shall provide a customized plan for implementation of the investment advice provided by it.
- 5.2.5. Will be entitled to change the investment vehicles or asset allocation in order to effectively implement the aforesaid investment plan with prior approval of the Client, provided the Client has executed the execution agreement provided as Annexure A of this Agreement.
- 5.2.6. Shall be responsible to conduct a scheduled periodic review of the investments made by the Client and shall submit a report thereto to the Client. In addition to such reviews, the Company may send periodic reports with respect to Client's investments executed through the Company and applicable disclosures through electronic mail.
- 5.2.7. Shall endeavour to schedule and conduct meetings with the Client, as per the Client's convenience, to review the reports provided as per this Agreement and evaluate the performance of Client's investments in comparison to the goals set as per the Client's financial plan designed by the Company.
- 5.2.8. May implement cost and tax efficient liquidations for unanticipated cash flow needs, upon a written request made by the Client. However, the processing of the said requests will be subject to the applicable procedures set by the asset management companies.
- 5.2.9. Shall be entitled to take such steps, as may be from time to time necessary, incidental, ancillary or conducive to the fulfilment of the objectives of this Agreement.
- 5.2.10. Shall not be in possession of the Client's funds and assets and it shall only be responsible for providing advisory and consultancy services in terms of this Agreement, except in cases wherein the Client has availed the execution services of

the Company by executing the agreement in Annexure A of this Agreement.

6. Advisory Fees

- 6.1. The Client agrees to pay Advisory Fees to the Company as specified under Annexure B of this Agreement for the Investment Advisory Services offered by it, subject to the Regulations, Applicable law and Company's policies.
- 6.2. The Company reserves the right to appoint agents, representatives, service providers and other persons for the performance of the services contained in this Agreement, without the prior written approval of the Client.
- 6.3. Prior approval of the Client only needs to be obtained when the Company appoints any external entity for any other professional services such as chartered accountants, lawyers etc. at the behest of the Client. The Client hereby understands that the remuneration for such persons shall be in addition to the Advisory Fees and shall be paid by the Client.
- 6.4. The Company shall not be responsible for loss or liability incurred to the Client or any decision / action taken by the Client based on the advice / suggestion / recommendation of such agents, service providers, third party or any external entity and other persons appointed for any other professional services or for the performance of the services contained in this Agreement.
- 6.5. The Client shall pay the reimbursable expenses of any agents, representatives, service providers or other persons appointed by the Company for the performance of services enumerated in this Agreement, which shall consist of and be limited to:
 - 6.5.1. Expenses in making investments, monitoring and disinvestment on behalf of the Client;
 - 6.5.2. Transaction expenses including but not limited to search fees, prospecting expenses, statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodial fees, fees for fund accounting, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees, incidental expenses etc.;
 - 6.5.3. Expenses payable to service providers and consultants, including professional fees payable to consultants of the Company, but not limited to retainer-ship fees paid to such consultants with respect to services provided by them towards the management of Client's investments;
 - 6.5.4. Due diligence related expenses in connection with the Client's investments;
 - 6.5.5. Legal and statutory expenses, including litigation expenses, if any, in relation to the

Client's investments;

- 6.5.6. Statutory taxes and levies, if any, payable in connection with the Client's investments;
 - 6.5.7. Valuation expenses, valuer fees, recovery agency fees, corporate fees, levies and charges relating to any expense, fee or charge for creation of structures, entities or any other similar nature including formation charges and all statutory and incidental expenses thereto;
 - 6.5.8. All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of managing, reviewing or operating the Client's investments.
- 6.6. All the reimbursable expenses, if any, payable under Clause 6.4 above would accrue only if the Client executes the agreement provided under Annexure A and avails the execution services of the Company.
- 6.7. In the event, pursuant to an invoice being raised against the Client, the Client fails to clear such an invoice within twenty-five (25) days, the Company shall:
- 6.7.1. Charge an interest at the rate of 24% per annum, or any lesser rate as decided by the Company in its sole discretion, on the amount in such invoice; and
 - 6.7.2. Take appropriate legal action to retrieve such amount with penalty, interest, and charges and also recover from the Client the legal costs incurred by the Company for retrieving such amount.
- 6.8. The Company may receive fees, charges, commission or such other form of remuneration from the Client through its Support Department, or other means in accordance with the Regulations. Such fees, charges, commission or other form of remuneration shall be paid directly to the Support Department of the Company and not through the Investment Advisory Department of the Company.
- 6.9. The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.

7. Company's Functions, Representations and Warranties

- 7.1. By the execution of this Agreement, the Company represents to the Client that:
- 7.1.1. The Company shall act in the role of an investment adviser in compliance with the

Regulations and shall always comply with the Regulations and its amendments, rules, circulars and notifications issued by SEBI from time to time.

- 7.1.2. The Company warrants that it has registered itself with SEBI and has the capital adequacy prescribed for a body corporate under Regulation 8(1) of the Regulations.
- 7.1.3. The Company shall obtain the necessary renewals of certificate from SEBI for uninterrupted delivery of services, as prescribed by the Regulations.
- 7.1.4. This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation on Company enforceable against the Company in accordance with its terms.
- 7.1.5. The Company hereby agrees to keep an arm's length distance between its activities as an investment adviser and other activities, if any, and shall ensure that the other activities are segregated from the Investment Advisory Services.
- 7.1.6. There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Company which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.
- 7.1.7. The Company shall act in a fiduciary capacity towards the Client while providing the Investment Advisory Services and confirms that there is no actual or potential conflict of interest arising from any connection to or association with any issuer of products / Securities. In the event there is a conflict of interest, the Company hereby undertakes to disclose such conflict of interest to the Client.
- 7.1.8. The Company undertakes to ensure that the Principal Officer, the representatives or the persons associated with investment advice shall have the necessary qualifications and certifications specified by the Regulations and Applicable law at all times.
- 7.1.9. The Company undertakes to amend or make suitable modifications to the investment plan designed by it for the Client, free of cost, in case of refusal by a company or corporation, for whatever reason, to enroll investments in the name of the Client.
- 7.1.10. The Company undertakes to provide the Investment Advisory Services with the highest standards of professional and ethical competence and integrity and understands that this Agreement establishes a fiduciary relationship between the Parties.

- 7.1.11. The Company will, wherever available, advice direct plans of products only.
- 7.1.12. At all times, the Company will maintain such skills, qualifications and other information, as reasonably expected and as required by the Applicable law and Regulations. The Company shall not perform services or offer advice in any jurisdiction where the Company is not authorized or licensed or in good standing to do so.
- 7.1.13. The Company shall always maintain records as required under the Regulations.
- 7.1.14. The Company will regularly and transparently participate in the audits conducted by SEBI or external auditor and will ensure that the annual compliance audit is done within the timeline mentioned in the Regulations.
- 7.1.15. The Investment Adviser shall intimate the Client of any inquiry or investigation by any government authority including SEBI before or during the course of the Agreement. In such circumstances, Client reserves the right to terminate the Agreement without giving thirty (30) days written notice.
- 7.1.16. Advice provided by the Investment Adviser on securities are based on the internal research methodology, Client's risk profile and suitability and are not driven by commissions / brokerage / gifts.
- 7.1.17. The Investment Adviser shall endeavour to act in the best interest of the Client.

8. Client's Representations and Warranties

- 8.1. The Client hereby represents, warrants, declares and undertakes to the Company as under:
- 8.1.1. The Client has full power, legal capacity and authority to execute, deliver and perform this Agreement and has taken all necessary permissions, objections, consents (corporate, statutory, contractual or otherwise) etc. to authorise the execution, delivery and performance of this Agreement in accordance with its terms.
- 8.1.2. This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation on the Client, enforceable against the Client in accordance with its terms.
- 8.1.3. 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 of lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:

- 8.1.3.1. Any Law to which it is subject to; or
- 8.1.3.2. Any order, judgment or decree applicable to it; or
- 8.1.3.3. Any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.
- 8.1.4. The Client hereby agrees that any disclaimers and warnings in documents and advertising materials relating to an investment product, is informed to the Client by the representatives of the Company.
- 8.1.5. 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 prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder
- 8.1.6. The Client acknowledges receipt of this Agreement, has read this Agreement, and acknowledges the risks associated, whether set out in this Agreement or not, and shall not hold the Company and/or any person appointed by it, responsible for the same.
- 8.1.7. The Client understands and agrees that the Company shall have complete liberty and absolute discretion to make necessary changes in the Agreement and/or do any act, deed, matter or thing necessary to comply with any Law for the time being in force and the Company shall not be held liable for the same.
- 8.1.8. Where the Client is a partnership firm, a trust, or a company, the Client shall advise in writing of any change that may take place in the partnership firm/trust/company, and all the present partners/trustees/directors shall be liable for any obligations which may be standing in the name of the firm/trust/company on the date of the receipt of such notice by the Company and until all such obligations have been fulfilled.
- 8.1.9. The Client agrees that the information given to the Company for arriving at the risk profile of the Client as well as for arriving at the advice and the financial plan is true and accurate. The Client agrees to inform the Company in case of any changes in the information / documents provided to the Company during the term of this Agreement.
- 8.1.10. The Client is aware that the Company tape-records conversations between the Client and/or the Client's representative and the Company or Company's representatives, over the telephone/ internet, and hereby specifically permits the Company to do so. Such recordings may be relied upon by the Company as and

when required.

- 8.1.11. The Client agrees to provide such information to the Investment Adviser and its principal officer / persons associated with the investment advice about his financial data, income, expenditure, assets and liabilities and such other information and documents as required by the Investment Adviser from time to time in order to provide Services.
- 8.1.12. It will be the responsibility of the Client to ensure that the data, information and documents are true and accurate and not misleading.
- 8.1.13. The Client agrees to provide such documents as required in order to comply with Know Your Client requirements and procedure and Anti Money Laundering Laws of the Country as specified by SEBI from time to time and its updates thereon.
- 8.1.14. The Client agrees to immediately notify the Investment Adviser, in writing or submit such documents, if there is any change in the information provided by the Client at the time of availing Services and at any time thereafter.
- 8.1.15. Client agrees that if any information is wrongly provided in the risk profiling questionnaire, then Client is likely suffer from unavoidable risks.
- 8.1.16. The Client agrees to provide details of dependant family members whose assets on which investment advisory is sought/provided, originate from income of the Client.

9. Client's Rights

- 9.1. Notwithstanding the provisions of this Agreement, the Client may, if he so desires, seek advice from any person other than the Company as it may deem fit, for the same funds and Securities in respect of which the Company has rendered its Investment Advisory Services.
- 9.2. The Client has the sole discretion to decide on whether to act upon the advice tendered by the Company.
- 9.3. The Company shall have no power, authority, responsibility or obligation to ensure or cause the Client to act upon the advice tendered by it pursuant to this Agreement.

10. Disclosures and Conflict of Interest

- 10.1. Client understands that the Company provides Investment Advisory Services to other clients also and will continue to do so.
- 10.2. Client also understands that the Company may give advice or take action in performing their duties to other clients, that differ from advice given to or acts taken for the Client.
- 10.3. This Agreement does not limit or restrict in any way the Company from buying, selling or

trading in any Securities or other investments for their own accounts, except as provided under the Regulations.

- 10.4. The Company agrees to not enter into transactions on its own account in contradiction to the advice provided to the Client for a period of fifteen (15) days from the day of such advice in accordance of Regulation 15(7) of the Regulations;

Provided in the event that the Company is of the opinion that the circumstances have changed, the Company shall not enter into a transaction on its own account without providing a revised assessment to the Client at least one (1) day prior to entering into such transaction.

- 10.5. The Company is also a Mutual Fund Distributor registered with the Association of Mutual Funds India ("AMFI") bearing registration number (ARN): 66912. The Company may receive commissions from the asset management companies on the investments of clients. The Company shall carry on its activities independently and at arms-length basis.

- 10.6. The Client agrees that it has read and understood disclosures mentioned in Annexure C.

11. Liability of the Company

- 11.1. Without prejudice to anything stated hereinbefore, the Company shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under this Agreement which is caused directly or indirectly by any event or circumstances beyond the Company's reasonable control.
- 11.2. If, notwithstanding anything stated herein and subject to the Company fulfilling its obligations of risk profiling, suitability and other such obligations under the Regulations or any other Applicable laws, the Company or any employee of the Company gives any advice or makes any representation to the Client, the Company shall have no liability for any such advice or representation made as it will be the Client's responsibility to make an independent assessment.
- 11.3. The Company shall be under no duty to assess the prudence or otherwise of any information and/or instructions given by the Client, except as provided under the Regulations.
- 11.4. The Company will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client by the Company.
- 11.5. The Company will not be liable for any delay, failure or refusal caused to Client due to non-registration or transfer of units of mutual funds by the mutual fund companies or other Securities by issuer companies. The Company will not be liable for any loss or damage caused to Client due to failure of payment with respect to mutual fund units or Securities of

issuer companies.

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

12. Risk Acknowledgement

- 12.1. The Client understands and agrees that the Company does not guarantee or assure any return either directly or indirectly, for any advice given under this Agreement. The Client understands that the advice provided by the Company to the Client is subject to various market, currency, economic, political, business and default risks, and that those investment decisions may not always be profitable. Further, the Company does not, in any manner:

12.1.1. guarantee payment, redemption and liquidity on any units of mutual funds/Securities; or

12.1.2. guarantee the payment of interest or dividend or any other corporate actions; or

12.1.3. make any offer to buy back any units of mutual funds/Securities; or

12.1.4. promise, indicate or guarantee any returns; or,

12.1.5. guarantee any good delivery.

- 12.2. Except as may otherwise be provided by Law, the Company will not be liable to the Client for:

12.2.1. any loss that Client may suffer by reason of any investment decision made or other action taken or omitted in good faith by the Company with that degree of care, skill, prudence, and diligence under the circumstance that a prudent person acting in a fiduciary capacity would use;

12.2.2. any loss arising from the Company's adherence to Client's written or oral instructions;

12.2.3. any loss that the Client may suffer or incur due to any default, whether statutory, regulatory or otherwise, by an intermediary registered with SEBI or any issuer of securities.

- 12.3. The mutual fund units / Securities suggested by the Company are subject to market related risks, interest rate risk, liquidity risk, risks related to change in Government policies or Applicable laws, and such other risks as maybe unforeseen by the Company. The Client expressly acknowledges that the aforementioned risks are strictly indicative and that other risks may arise in the context of investment in units of mutual funds, derivatives or other

Securities. The Client expressly agrees and undertakes not to hold the Company liable, financially or otherwise, in respect of the aforesaid under any circumstances whatsoever.

13. Term of the Agreement

The Agreement shall be valid until terminated in accordance with Clause 15 below. The Company shall perform the Investment Advisory Services until the termination of the Agreement or any other period as may be subsequently agreed by the Parties in writing. The Client shall be liable to pay the fees due during that period.

14. Amendments

Where the parties sense that the terms and conditions governing the advisory services under this Agreement need alteration, none of these amendments and/or modifications of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the Parties hereto.

15. Termination of the Agreement

15.1. The Client may terminate this Agreement immediately, in writing,

15.1.1. if the Company is unable to perform a material portion of the Investment Advisory Services as described under Clause 5 above;

15.1.2. if the Company does not remedy a failure in the performance of his obligations under the Contract, where the remedial action solely rests within the control of the Company, within 30 (thirty) days after being notified or within such further period as the Client may have subsequently approved in writing; or

15.1.3. if, as the result of force majeure, the Company being unable to perform a material portion of the Investment Advisory Services for a period of not less than 60 (sixty) days; or

15.1.4. if the Company's certificate from SEBI under the Regulations is suspended or terminated; or

15.1.5. if the Company is declared bankrupt or is liquidated.

15.2. The Company may terminate this Agreement immediately, in writing, if the Client fails to pay the fees as specified in the annexure B in this agreement within 90 days from the invoice date.

15.3. Either Party may terminate this Agreement, by not less than 30 (thirty) days written notice to the other Party at will and such termination will have no effect on any existing transactions entered into prior to the termination of this Agreement.

15.4. The Agreement shall stand terminated in the event of death, insolvency or winding up of the Client upon receipt of notice in writing of such event from the Client or its representative or in the event of failure of such notification, the Company shall terminate this Agreement upon being made aware of such an event.

15.5. Upon the termination, the Client may stay invested and continue as a Transactional Client of the Company, but such investments shall be solely the Client's responsibility. Only Investment Advisory Services, as detailed under Clause 5 above shall be terminated in such circumstances.

16. Implications of amendments and termination

16.1. In case of amendments in the Agreement not accepted by Client, the Client can opt for termination of agreement.

16.2. In case of pre-mature termination of the Agreement, the fee be refunded for the unexpired period. However, the Investment Adviser will retain a maximum breakage fee of not greater than fee for one quarter.

16.3. This Agreement shall not be assigned by either party without the other party's prior written consent. If the Agreement is assigned without the other Party's consent, the Agreement can be termination by the Party.

17. Other Activities

The Investment Adviser represents that:

17.1. it shall not provide any distribution services, for securities and investment products, either directly or through the group company to an advisory client.

17.2. it shall not provide investment advisory services, for securities and investment products, either directly or through the group company to the distribution client

18. Representation to Client

The Investment Adviser will ensure that it will take all the necessary consents and permissions from the Client prior to undertaking any actions in relation to the securities or investment product advised by the Investment Adviser.

19. No right to seek Power of Attorney

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

20. Severability

- 20.1. In the event any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision or a tribunal or otherwise, the remainder of this Agreement shall not be affected.
- 20.2. If any provision of this Agreement is declared by any judicial or competent authority to be void, avoidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision, or by mutual agreement of the Parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

21. Indemnities by the Client

- 21.1. Without prejudice to the right of indemnity available to the Company under any Law, the Client agrees to indemnify and hold the Company harmless to the full extent against:
 - 21.1.1. any and all lawful claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defence of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done per the Company's engagement hereunder.
 - 21.1.2. any negligence/mistake or misconduct by the Client.
 - 21.1.3. any breach or non-compliance by the Client of the rules/terms and conditions stated in this Agreement.

22. Damages

The Parties agree that any violation of this Agreement cannot be compensated for by damages, except to the extent hereinbefore provided, and any aggrieved Party shall have the right, and is hereby granted the privilege of obtaining specific performance of this Agreement in any court of competent jurisdiction in the event of any breach hereunder.

23. Governing Law and Arbitration

- 23.1. This Agreement shall be deemed to be made under and governed by and construed in accordance with the Applicable law and any disputes arising herein shall be subject to the exclusive jurisdiction of the Courts of Bengaluru, Karnataka, India.
- 23.2. In the event of any disputes between the Parties arising out of, or relating to this Agreement, its interpretation of performance hereunder, the Parties shall exert their best

efforts to resolve the dispute amicably through negotiations.

- 23.3. If the complaint is not resolved within a period of 60 days, the Client may refer the complaint to The Securities and Exchange Board of India (SEBI).

Nodal SEBI office
2nd Floor, Jeevan Mangal Building,
No.4, Residency Road,
Bengaluru - 560025, Karnataka

- 23.4. In the event that a dispute cannot be resolved amicably by the Parties through negotiations within sixty (60) days of the commencement of such negotiations, the dispute shall be referred to a mutually acceptable arbitrator. The seat of the arbitration shall be Bengaluru, Karnataka, India. The language of the arbitral proceedings shall be English. The arbitral proceedings shall be subject to the provisions of Arbitration and Conciliation Act, 1996 and the arbitral award by the sole arbitrator shall be final and binding on both Parties.

24. Adherence to grievance redressal timelines

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

25. Delay

- 25.1. No delay, failure or exercise of any right, power or remedy on the part of the Company shall operate as a waiver thereof; and
- 25.2. No exercise/action by any of the Parties of any right, power or remedy that they have through this Agreement or otherwise, shall preclude the other Party of any other right, power or remedy.

26. Confidentiality

- 26.1. The Parties hereto hereby agree and accept that the terms of this Agreement are strictly confidential and shall be treated as such.
- 26.2. Each Party shall treat this Agreement and all information obtained from the other Party pursuant to this Agreement as confidential and shall not divulge such information to any person (except only to those representatives/employees who need to know the same in due course of its business or required to be disclosed legally) without the other Party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such Party prior to the commencement of the negotiations leading to the Agreement, or which is already public knowledge, or becomes so at a future date (otherwise than as a result of a breach of this clause).

- 26.3. In the event of termination of this Agreement, the provisions of this clause shall survive the termination of this Agreement.
- 26.4. The Company reserves the right to disclose any Client related data and information if it is specifically directed or mandated to do so under any Applicable laws, legal proceedings or directive by any administrative, judicial, quasi-judicial, statutory or Regulatory Authority or any authority or agency of the Government.

27. Notices

- 27.1. Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Compliance Officer of the Company at its principal corporate offices.

Name of the Investment Adviser: 29k Investment Advisers Private Limited

Status: Active/ Corporate

Address: #390, 9th Cross, 7th Main, Jayanagar II Block, Bengaluru, Karnataka. Pincode-560011

Principal Officer: Prashanth Prabhu

Tel: +91 9019 110 110

Email: adviser@29kadvisers.com

- 27.2. Any notice required to be given or delivered to Company shall be in writing and addressed to Company at the address indicated above or to such other address as such Client may designate in writing from time to time to the Company.

28. Miscellaneous

- 28.1. No term or provision of this Agreement may be waived or amended, except in writing signed by both the Parties.
- 28.2. This Agreement along with Annexure A, B, and C constitutes the entire Agreement between the Parties with respect to its subject matter, and supersedes all other prior or contemporaneous agreements and understandings, both oral and written.
- 28.3. This Agreement is entered into between the Parties on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute agency or partnership between the Parties.

Authorised Signatory-Company

Client

Director

Annexure A: Execution Services

In furtherance of the execution services rendered by the Support Department of the Company and the aforesigned Agreement, I, hereby express my interest and opt in for the execution of my investments through a platform, and I authorize the Company to do any and all acts necessary to carry out to help me in implementation of advice in direct plan of mutual funds.

I am also made aware of my choice to execute my investment through any other outside entity and I hereby willingly choose to execute my investment through platform suggested by the Company.

Annexure B: Fees

Advisory fees specified under the regulations and relevant circulars issued there under,

Sr. No.	Mode of charging fees	Limits under the IA regulations
1	Assets under Advice (AUA)	not exceeding 2.5 percent of AUA per annum per Client
2	Fixed Fee	not exceeding INR 1,25,000 per annum per Client

The above table is for information purpose only and reflects the modes of charging fees permitted under the Regulations.

As stated in Clause 6 of this Agreement, the Client agrees to pay the Advisory Fees in the following terms:

AUA- Investment Vehicle	Fee Percentage per annum
Domestic Mutual Fund (Direct Plan)	1.00%
Domestic Equity Shares	1.45%
International Stocks and ETF	1.45%
Trading Portfolio	2.50%

Note:

1. The advisory fee shall be exclusive of applicable taxes, cess, government fees, and other applicable liabilities

2. AUA shall mean all the assets under our advice
3. The advisory fee shall be payable within 12 days of receipt of invoice by the Client.
4. Illustration(s) on the maximum fee that can be charged by an investment adviser quarterly based on the AUA;

Quarter	Fee Percentage	AUA	Maximum Advisory Fees
Quarter 1	0.63%	₹ 20,000,000	₹ 125,000
Quarter 2	0.63%	₹ 20,156,000	₹ 125,975
Quarter 3	0.63%	₹ 17,356,000	₹ 108,475
Quarter 4	0.63%	₹ 22,506,000	₹ 140,663
Maximum Advisory Fees that can be charged per annum for the given AUA	2.50%		₹ 500,113

5. A detailed fee schedule is as follows:

Period of service	Date of invoice	Due date of fee payable by the Client
January - March	First week of April	Second week of April
April - June	First week of July	Second week of July
July - September	First week of October	Second week of October
October - December	First week of January	Second week of January

In case of any change in date, client will be intimated by email registered with the Company.

Annexure C: Company Disclosures

About the Company

29k Investment Advisers Private Limited ("Company") had its inception in November 2006 (Formerly known as Richie Rich Financial Advisors Private Limited). The Company was started as a proprietorship firm by Prashanth Prabhu. The proprietorship firm was converted into a private limited company in July, 2008. The Company received its registration from Securities and Exchange Board of India (SEBI) as an Investment Adviser in November, 2013 and subsequently rebranded itself as 29k Investment Advisers Private Limited in August, 2014 (CIN: U65991KA2008PTC047350).

The Company has two active directors: Prashanth Prabhu and Shamshad Sheriff

Prashanth Prabhu is the founder and principal investment adviser of the Company. He is a Certified Financial Planner ("CFPCM") from Financial Standards Board India ("FPSB") and holds the International Certificate in Wealth & Investment Management from Chartered Institute for Securities & Investment ("CISI"), UK. He has over 17 years of experience in the finance industry.

Shamshad Sheriff heads operations and business strategy of the Company. She is a CFPCM from FPSB and has a Post Graduate in business management. She has over 15 years of experience in the finance industry.

The Company is registered with SEBI as an Investment Adviser under SEBI (Investment Advisers) Regulations, 2013, SEBI Registration No: INA200000365. The Company is also registered with Association of Mutual Funds of India (AMFI) as a mutual fund distributor, ARN: 66912.

About the business of the Company

At the Company, our mission is to equip our clients with enough information for them to make well-informed financial decision for themselves and their loved ones. We craft a strategic financial plan with a comprehensive and unique understanding of a client's specific needs and customize services. The services integrate a broad spectrum of wealth advisory and investment strategies to implement holistic wealth management solutions.

Below are the departments that cater to the investment advisory and implementation of the financial plan:

- Investment Advisory Department – To provide investment advisory and financial planning services.
- Support Department – To provide execution services

Affiliation with Other Intermediaries and Associated Fees and Compensation

- The Company uses licensed platforms to execute the transactions in direct plan mutual funds. Company do not receive commissions on such transactions.