



INVESTMENT ADVISORY SERVICES AGREEMENT

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (the “**Agreement**”) is made on this,

BETWEEN

Hiji Investment Advisors Private Limited, a registered investment advisor with SEBI Registration No. INA000021793 having office at Om Chambers 648/A, 4th Floor, Binnamangala, 1st Stage Indiranagar, Bangalore, Karnataka 560038, (hereinafter referred to as the “**INVESTMENT ADVISOR**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**

AND

Mr/Ms. (Client), a resident of (Address of client) (hereinafter referred to as the “**CLIENT**” which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

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

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

1. APPOINTMENT OF THE INVESTMENT ADVISER

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

2. CONSENT OF THE CLIENT

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

3. DECLARATION FROM THE INVESTMENT ADVISER

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

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

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

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

Circular No.: SEBI/HO/IMD/DF1/CIR/P/2020/182 dated Sep 23, 2020, and Circular No.: SEBI/HO/MIRSD/ MIRSD-PoD-1/P/CIR/2025/003 dated 8th January, 2025 may be referred using below link to access the guidelines issued by SEBI in this regards:

<https://www.sebi.gov.in/legal/circulars/sep-2020/guidelines-for-investment-advisers-47640.html>

<https://www.sebi.gov.in/legal/circulars/jan-2025/guidelines-for-investment-advisers-90632.html>

5. FEES APPLICABLE TO THE CLIENT AND BILLING

- 5.1 Details of Fees to be charged are mentioned in Annexure A
- 5.2 The payment of fees shall be through any mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be in cash.
- 5.3 Investment Adviser shall receive all considerations by way of remuneration or compensation or in any other form from the client only and not from any person other than the client being advised, in respect of the underlying securities or investment products for which the advice is or to be provided.
- 5.4 SEBI vide circular no. SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/120 dated September 13, 2024, has introduced an optional mechanism for collection of fees by SEBI Registered IAs and RAs from their clients, called ‘Centralized Fee Collection



Mechanism (CeFCoM) for IA and RA’.

It is to inform that the Investment Adviser has not opted for (CeFCoM) and the same shall be communicated to the clients if Investment Adviser opts for the same in future.

6. MOST IMPORTANT TERMS AND CONDITIONS

- 6.1 The most Important terms and conditions related to the agreements is more particularly described in Annexure B

7. SCOPE OF SERVICE

- 7.1 Investment Advisor may provide some or all of the following services to the Client:
- 7.1.1 Assist in articulating the family goals & objectives.
 - 7.1.2 Assist in assessing the risk profile.
 - 7.1.3 Develop an Investment Policy Statement based on your goals and risk profile.
 - 7.1.4 Develop investment recommendations based on goals & risk profile and assist in implementing these recommendations.
 - 7.1.5 Provide advice with respect to the investment in equity, mutual funds, insurance, commodities and other financial assets, as needed, and assist in implementing recommendations.
 - 7.1.6 Provide advice and recommendations in any other areas of financial planning in which Advisor or Client identifies a need.
- 7.2 The Client acknowledges and accepts the obligations and undertakings detailed in Annexure C as they pertain to the provision of services for products not regulated by SEBI

8. DUTIES & FUNCTIONS OF THE INVESTMENT ADVISER

- 8.1 Investment Advisor shall provide Investment Advisory Services to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Advisor & the financial industry. The services rendered by the Investment Advisor are non-binding non-recourse advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 8.2 Investment Advisor shall act in a fiduciary capacity as one of the advisors to the Client with respect to managing its investment-related portfolio holistically & will be providing all back end supporting services. Investment Advisor shall act in a Bonafide manner for the benefit and in the interest of the Client.
- 8.3 Investment Advisor shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 8.4 Investment Advisor shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 8.5 Pursuant to the SEBI (Investment Advisers) Regulations, 2013 guidelines with respect to Risk

Profiling and Suitability Assessment, Investment Advisor shall conduct proper risk profiling and risk assessment for each of the clients. As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Advisor needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.

- 8.6 Investment Advisor shall provide reports to clients on potential and current investments if requested.
- 8.7 Investment Advisor shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.
- 8.8 Investment Advisor shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 8.9 Investment Advisor undertakes to abide by the Code of Conduct as specified in the Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Advisor shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Advisor.

9. INVESTMENT OBJECTIVE AND GUIDELINES

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

10. RISK FACTORS

- 10.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved;
- 10.2 Past performance of the investment adviser does not indicate its future performance.
- 10.3 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 10.4 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes



of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Advisor or any of its Associates.

- 10.5 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 10.6 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

11. VALIDITY OF ADVISORY SERVICES

- 11.1 The validity of this agreement starts from the date of signing and will continue to be in force till any of the parties terminate it by giving 1 months' notice period.

12. AMENDMENTS

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

13. TERMINATION

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

14. IMPLICATIONS OF AMENDMENTS AND TERMINATION

- 14.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;
- 14.2 In case the clients are not satisfied with the services being provided by the investment adviser and want to terminate/ stop Investment Advisory services or the investor adviser is unable to provide

Investment Advisory services, either party shall have a right to terminate Investment Advisory relationship at any time subject to refund of advisory fee after deducting one quarters fee as breakage fee in case termination is initiated by the clients and refund of the proportionate advisory fee in case termination is initiated by Investment Adviser.

- 14.3 The Investment Advisor would provide transition support, if requested, to the client in the event of termination.

15. RELATIONSHIP WITH RELATED PARTIES:

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

16. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

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

17. REPRESENTATION TO CLIENT

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

18. NO RIGHT TO SEEK POWER OF ATTORNEY

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

19. NO CONFLICT OF INTEREST

- 19.1 Investment Adviser does not have any conflict of interest of the investment advisory activities, such conflict of interest shall be disclosed to the client as and when they arise. The Disclosures are more particularly described in **Annexure D**
- 19.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

20. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY



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

21. LIABILITY OF INVESTMENT ADVISER

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

22. REPRESENTATIONS AND COVENANTS

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

Investment adviser

Name	Vikas Bansal
Contact No.	011-4084 6943
Email	Investment.advisor@handauncle.com
Certification	NISM XA and XB
Qualification	MBA

- 22.2 Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA000021793. The investment adviser got its registration on 4th February, 2026 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.
- 22.3 Investment Advisor shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of advisory service.
- 22.4 Investment Advisor shall ensure that the approvals and consents as mentioned in clause 22.1 & 22.2 remains valid throughout the advisory service.

23. DEATH OR DISABILITY OF CLIENT

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

24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION

- 24.1 No suit, prosecution or other legal proceeding shall lie

against the Investment adviser for any damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

- 24.2 This Agreement is subject to the rules and regulations as are or may be framed/ issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other competent authority, from time to time.
- 24.3 All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and Investment Advisor and/or their respective representatives touching these presents shall be in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Such Arbitration proceedings shall be held at Chennai and the language of Arbitration will be English.
- 24.4 Both parties agree to undertake online conciliation and/or online arbitration by participating in the ODR Portal and/or undertaking dispute resolution in the manner specified in the SEBI circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, on "Online Resolution of Disputes in the Indian Securities Market".

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

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

26. SEVERABILITY

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

27. FORCE MAJEURE

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

28. INVESTOR CHARTER

- 28.1 In regards of SEBI circular SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/80 dated June 2, 2025, pertaining to the Revised Investor Charter for Investment Advisers, the updated investor Charter is attached below as Annexure E

29. MISCELLANEOUS

- 29.1 Each party agrees to perform such further actions and



execute such further agreements as are necessary to effectuate the purposes hereof

Agreed and Accepted:

.....
Client Signature(s)

.....
Vikas Bansal
For Hijli Investment Advisors Private Limited

Date:

Hijli Investment Advisors Private Limited

Trade Name: Handa Uncle

SEBI Registered Investment Advisers Registration No. INA000021793

BSE Enlistment No: 2428, CIN of the IA: U66190KA2025PTC207075

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

Address: Om Chambers 648/A, 4th Floor, Binnamangala, 1st Stage Indiranagar, Bangalore, Karnataka 560038

Contact No: 6364274232, Email: investment.advisor@handauncle.com

SEBI regional/local office address - 7th Floor, 756-L, Anna Salai, Chennai - 600002, Tamil Nadu

Principal Officer: Vikas Bansal, Contact No: 9899373377, Email: vikas.bansal@handauncle.com

Compliance / Grievance Officer: Madhukar Priyesh, Contact No: 9212100928, Email: madhuker.priyesh@handauncle.com

Standard warning

“Investment in securities market are subject to market risks. Read all the related documents carefully before investing.”

Disclaimer

“Registration granted by SEBI, Enlistment with BSE and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors”



ANNEXURE A
FEES AND BILLING

- (i) **Fees & Payment Method:** Fees shall be charged as per the subscription plan selected by the Client (e.g., monthly/quarterly/annual plan) and as displayed at the time of purchase. Payment shall be made through digital payment modes enabled by the Investment Adviser (UPI, net banking, debit/credit card, wallet, or any other permitted mode).
- (ii) **Fee schedule / plans & periodicity:** The detailed fee schedule, including available plans, inclusions, periodicity and taxes, is maintained as the “Fee Schedule” and is available at: <https://www.hijiadvisors.com/feeschedule>. The Client’s applicable plan and fee will be the one accepted by the Client at the time of subscription/renewal, evidenced through the Plan Confirmation. Any changes to the Fee Schedule will be communicated in advance and will apply **only prospectively** (from the next billing cycle/renewal) after the Client’s acceptance.
- (iii) **Illustrations (exclusive of applicable taxes):**
- If the Client selects a Monthly Plan priced say at ₹49/month, the fee payable = ₹49 per billing month.
 - If the Client selects an Annual Plan priced at ₹899/year, the fee payable = ₹899 for the 12-month service period.
 - If any promotional discount is offered, the payable fee = listed fee – discount, as shown at checkout, and confirmed in the Plan Confirmation.
- (iv) **Advance Payment:** Fees are payable in advance at the start of each subscription period (monthly/quarterly/annual, as applicable), unless otherwise expressly stated at checkout.
- (v) **Proof of payment:** Receipt of payment shall be evidenced by one or more of the following:
- system-generated invoice / receipt issued by the Investment Adviser;
 - payment confirmation email/SMS/in-app acknowledgement; and/or
 - payment gateway confirmation/reference number (UPI/transaction ID).
- (vi) **Billing cycle, billing date & service period:** Billing will be as per the subscription plan selected by the Client (monthly/quarterly/annual). The billing date will be the date on which payment is successfully received (or the renewal date). The service period will run from the billing date until the end of the selected period (1 month / 3 months / 12 months, as applicable). If auto-renewal is enabled, the subscription will renew on the renewal date subject to successful payment



ANNEXURE B
MOST IMPORTANT TERMS AND CONDITIONS (MITC)

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.
6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

- (i) The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.
 - (ii) The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.
 - (iii) The fee limits do not include statutory charges.
 - (iv) The fee limits apply only for investment advice related to securities under purview of SEBI.
 - (v) The fee limits do not apply to a non-individual client / accredited investor.
7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum for one year. In case of premature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-year fee.
 8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).
 9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.
 10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.
 11. As part of conflict-of-interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non-commission based) of products only.
 12. The IA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.



13. For any grievances,

Step 1: The client should first contact the IA using the details on the website at www.hijliadvisors.com.

Step 2: If the resolution provided by IA is unsatisfactory, the client can lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

Step 3: If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

14. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.
15. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.
- 16.** The IA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.



ANNEXURE C

I/We, the undersigned, hereby acknowledge and agree that certain products and/or services offered by the Investment Adviser (IA) do not fall under the regulatory purview of the Securities and Exchange Board of India (SEBI).

I/We further confirm and undertake that:

1. The IA has duly disclosed to me/us that the below mentioned products/services are not regulated by SEBI.

Details of the product:

- Insurance products
 - Loan / credit products
 - Banking products
 - Tax planning / tax filing
 - Real estate
 - Gold and commodity-linked products
2. I/We understand and accept that, in respect of such products/services or the IA's services related thereto, I/we shall not have any recourse or remedy available under the regulatory framework of SEBI, including for the resolution of grievances.
 3. I/We declare that I/we have been informed of the nature of such products/services and have independently evaluated and chosen to avail the same at my/our own discretion and responsibility.

This undertaking is being provided voluntarily and with full knowledge and understanding of its implications.



ANNEXURE D DISCLOSURES

A. Descriptions about “Investment Advisor”

- **History, Present business and Background**

Investment Advisor is registered with SEBI as Investment Advisor with Registration No. « INA000021793. The firm got its registration on 4th February, 2026 and is engaged in advisory services.

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

- **Terms and conditions of Advisory Services**

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

- **Disciplinary history**

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

- **Affiliations with other intermediaries**

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

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

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

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

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

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

Clients are requested to go through the detailed key features, performance track record of the product, or security including warnings, disclaimers etc before investing as and when provided by the Investment Advisor. Such product materials may also be available to www.sebi.gov.in or www.nseindia.com or respective issuers website.

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

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

F. Disclosure on Non- SEBI Product:

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

G. AI Tools:

The Client acknowledges and agrees that the Investment Adviser uses Artificial Intelligence / algorithmic systems to generate investment insights and recommendations (“AI-Generated Advice”). The Client understands that AI-Generated Advice is produced through automated processing of the information provided by the Client and/or permitted data sources, and may contain limitations, including the possibility of errors, omissions, or outputs that may not fully reflect the Client’s complete



circumstances.

The Client agrees to review the AI-Generated Advice carefully and seek clarification where required before acting on it. If the Client wishes, the Client may request a human consultation/review from the Investment Adviser for explanation and clarification of the AI-Generated Advice through the support channels notified by the Investment Adviser.

The Client further acknowledges that (i) the quality of AI-Generated Advice depends on the accuracy and completeness of inputs provided by the Client, and (ii) the Client should not rely on AI-Generated Advice as the sole basis for making financial decisions without considering their overall financial situation and risk capacity.

Nothing in this clause limits the Investment Adviser's obligations under applicable law and SEBI regulations



ANNEXURE E **INVESTOR CHARTER**

A. Vision and Mission Statements for investors

- **Vision**
Invest with knowledge & safety.
- **Mission**
Every investor should be able to invest in right investment products based on their needs, manage and monitor them to meet their goals, access reports and enjoy financial wellness.

B. Details of business transacted by the Investment Adviser with respect to the investors

- To enter into an agreement with the client providing all details including fee details, aspects of Conflict-of-interest disclosure and maintaining confidentiality of information.
- To do a proper and unbiased risk – profiling and suitability assessment of the client.
- To conduct audit annually.
- To disclose the status of complaints on its website.
- To disclose the name, proprietor name, type of registration, registration number, validity, complete address with telephone numbers and associated SEBI Office details (i.e. Head office/ regional/ local Office) on its website.
- To employ only qualified and certified employees.
- To deal with clients only from official number
- To maintain records of interactions, with all clients including prospective clients (prior to onboarding), where any conversation related to advice has taken place.
- To ensure that all advertisements are in adherence to the provisions of the Advertisement Code for Investment Advisers
- Not to discriminate in terms of services provided, among clients opting for same/similar products/services offered by investment adviser.

C. Details of services provided to investors (No Indicative Timelines)

- Onboarding of Clients
 - Sharing of agreement copy
 - Completing KYC of clients
- Disclosure to Clients
 - To provide full disclosure about its business, affiliations, compensation in the agreement.
 - To not access client's accounts or holdings for offering advice.
 - To disclose the risk profile to the client.
 - To disclose any conflict of interest of the investment advisory activities with any other activities of the investment adviser.
 - To disclose the extent of use of Artificial Intelligence tools in providing investment advisory services.
- To provide investment advice to the client based on the risk-profiling of the clients and suitability of the client.
- To treat all advisory clients with honesty and integrity.
- To make adequate disclosure to the investor of all material facts such as risks, obligations, costs, etc. relating to the products or securities advised by the adviser.
- To provide clear guidance and adequate caution notice to clients when providing investment advice for dealing in complex and high-risk financial products/services.
- To ensure confidentiality of information shared by clients unless such information is required to be provided in furtherance of discharging legal obligations or a client has provided specific consent to share such information.
- To disclose the timelines for the various services provided by the investment adviser to clients and ensure adherence to the said timelines.

D. Details of grievance redressal mechanism and how to access it

1. Investor can lodge complaint/grievance against Investment Adviser in the following ways:

Mode of filing the complaint with investment adviser

In case of any grievance / complaint, an investor may approach the concerned Investment Adviser who shall strive to redress the grievance immediately, but not later than 21 days of the receipt of the grievance.

Mode of filing the complaint on SCORES or with Investment Adviser Administration and Supervisory Body (IAASB)



- i. SCORES 2.0 (a web based centralized grievance redressal system of SEBI for facilitating effective grievance redressal in time-bound manner) (<https://scores.sebi.gov.in>)

Two level review for complaint/grievance against investment adviser:

- First review done by designated body (IAASB)
 - Second review done by SEBI
- ii. Email to designated email ID of IAASB
 2. If the Investor is not satisfied with the resolution provided by the Market Participants, then the Investor has the option to file the complaint/ grievance on SMARTODR platform for its resolution through online conciliation or arbitration.
 3. With regard to physical complaints, investors may send their complaints to:

Office of Investor Assistance and Education, Securities and Exchange Board of India, SEBI Bhavan, Plot No. C4-A, 'G' Block, Bandra-Kurla Complex, Bandra (E), Mumbai - 400 051

E. Rights of investors

- Right to Privacy and Confidentiality
- Right to Transparent Practices
- Right to fair and Equitable Treatment
- Right to Adequate Information
- Right to Initial and Continuing Disclosure
 - Right to receive information about all the statutory and regulatory disclosures.
- Right to Fair & True Advertisement
- Right to Awareness about Service Parameters and Turnaround Times
- Right to be informed of the timelines for each service
- Right to be Heard and Satisfactory Grievance Redressal
- Right to have timely redressal
- Right to Suitability of the Financial Products
- Right to Exit from Financial product or service in accordance with the terms of agreement with the investment adviser
- Right to receive clear guidance and caution notice when dealing in Complex and High-Risk Financial Products and Services
- Additional Rights to vulnerable consumers
 - Right to get access to services in a suitable manner even if differently abled
- Right to provide feedback on the financial products and services used
- Right against coercive, unfair, and one-sided clauses in financial agreements

F. Expectations from the investors (Responsibilities of investors)

- **Do's**
 - i. Always deal with SEBI registered Investment Advisers.
 - ii. Ensure that the Investment Adviser has a valid registration certificate.
 - iii. Check for SEBI registration number.
Please refer to the list of all SEBI registered Investment Advisers which is available on SEBI website in the following link:
<https://www.sebi.gov.in/sebiweb/other/OtherAction.do?doRecognisedFpi=yes&in tmId=13>
 - iv. Pay only advisory fees to your Investment Adviser. Make payments of advisory fees through banking channels only and maintain duly signed receipts mentioning the details of your payments.
You may make payment of advisory fees through Centralized Fee Collection Mechanism (CeFCoM) of IAASB if investment adviser has opted for the mechanism.
 - v. Always ask for your risk profiling before accepting investment advice. Insist that Investment Adviser provides advisory strictly on the basis of your risk profiling and take into account available investment alternatives.
 - vi. Ask all relevant questions and clear your doubts with your Investment Adviser before acting on advice.
 - vii. Assess the risk-return profile of the investment as well as the liquidity and safety aspects before making investments.
 - viii. Insist on getting the terms and conditions in writing duly signed and stamped. Read these terms and conditions carefully particularly regarding advisory fees, advisory plans, category of recommendations etc. before dealing with any Investment Adviser.
 - ix. Be vigilant in your transactions.



- x. Approach the appropriate authorities for redressal of your doubts / grievances.
 - xi. Inform SEBI about Investment Advisers offering assured or guaranteed returns.
 - xii. Always be aware that you have the right to exit the service of an Investment Adviser
 - xiii. Always be aware that you have the right to seek clarifications and clear guidance on advice
 - xiv. Always be aware that you have the right to provide feedback to the Investment Adviser in respect of services received.
 - xv. Always be aware that you will not be bound by any clause, prescribed by the investment adviser, which is contravening any regulatory provisions.
- **Don'ts**
 - i. Don't fall for stock tips offered under the pretext of investment advice.
 - ii. Do not provide funds for investment to the Investment Adviser.
 - iii. Don't fall for the promise of indicative or exorbitant or assured returns by the Investment Advisers. Don't let greed overcome rational investment decisions.
 - iv. Don't fall prey to luring advertisements or market rumors.
 - v. Avoid doing transactions only on the basis of phone calls or messages from any Investment adviser or its representatives.
 - vi. Don't take decisions just because of repeated messages and calls by Investment Advisers.
 - vii. Do not fall prey to limited period discount or other incentive, gifts, etc. offered by Investment advisers.
 - viii. Don't rush into making investments that do not match your risk-taking appetite and investment goals.
 - ix. Do not share login credential and password of your trading, demat or bank accounts with the Investment Adviser.