

INVESTMENT ADVISORY AGREEMENT

This INVESTMENT ADVISORY AGREEMENT is made and entered into this [•] (“**Effective Date**”) at [•*place*]:

BETWEEN

A) **NEO WEALTH PARTNERS PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at 903, B-Wing, 9th Floor, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel, Mumbai – 400013, India (hereinafter referred to as “**NWPPL**”, which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the **ONE PART**;

AND

B) [•], an Individual/Partnership Firm/Limited Liability Partnership/ company incorporated under the laws of [•] and having its principal place of business at [•] (hereinafter referred to as the “**Client**”, which expression shall unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

NWPPL and the Client shall hereinafter be collectively referred to as the “**Parties**” and individually referred as a “**Party**”.

WHEREAS

A. NWPPL is registered with SEBI (as defined below) as an investment adviser under the IA Regulations (as defined below) and undertakes its investment advisory services through a separately identifiable division (“NWPPL IA Division”)

B. The Client is desirous of obtaining Services (as defined below) from NWPPL IA Division.

C. The Client has satisfied itself of the capability of NWPPL IA Division to provide the Services to the Client

CONSENTS & DECLARATIONS FROM NWPPL AND THE CLIENT AS PER IA REGULATIONS

(A) Consent of the Client: The Client hereby consents to the following understanding

(i) I/We have read and understood the terms and conditions of investment advisory services provided by NWPPL through the NWPPL IA Division along with the fee structure and mechanism for charging and payment of fee.

(ii) Based on our written request to NWPPL, an opportunity was provided by NWPPL to ask questions and interact with person(s) associated with the investment advice.

(B) Declaration from NWPPL:

NWPPL hereby declares the following:

(i) NWPPL shall neither render any investment advice nor charge any fee until the Client has signed this Agreement.

(ii) NWPPL IA Division 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 NWPPL.

(iii) NWPPL 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.

(C) Fees specified under the IA Regulations

Extract of Regulation 15A of the IA Regulations:

"Fees-

15A. Investment Adviser shall be entitled to charge fees for providing investment advice from a client in the manner as specified by the Board".

Extract of Paragraph 2(iii) of SEBI (Circular no. SEBI/HO/IMD/DF1/CIR/P/2020/182) dated September 23, 2020

Fees

Regulation 15 A of the amended IA Regulations provide that Investment Advisers shall be entitled to charge fees from a Client in the manner as specified by SEBI. Accordingly Investment Advisers shall charge fees from the clients in either of the two modes:

(A) Assets under Advice (AUA) mode:

a) The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per client across all services offered by IA

b) A shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc of the client

c) Any portion of AUA held by the Client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

(B) Fixed fee mode

The maximum fees that may be charged under this mode shall not exceed INR 1,25,000 per annum per client across all services offered by IA.

General conditions under both modes

a) In case "family of client" is reckoned as a single client, the fee as referred above shall be charged per family of Client.

b) IA shall charge fees from a Client under any one mode i.e. (A) or (B) on an annual basis. The change of mode shall be effected only after 12 months of onboarding/last change of mode.

c) If agreed by the client, IA may charge fees in advance. However, such advance shall not exceed fees for 2 quarters.

d) In the event of premature termination of the IA services in terms of agreement, the client shall be refunded the fees for unexpired period. However, IA may retain a maximum breakage fee of not greater than one quarter fee.

(D) Fees charged by NWPPL: Notwithstanding anything contained in this Agreement, the Client shall be solely able to pay the Fees for provision of the Services by NWPPL to the Client. Currently, the Client shall be charged ____% of the Assets under Advice per annum as the Fees under this Agreement. In addition to the Fees, the Client shall also pay any charges, applicable taxes, levies or duties, including GST that may be levied in connection with the Services provided under this Agreement. The details of other terms relating to Fees, its periodicity, detailed Fees structure, etc are provided in this Agreement and Schedule A hereto. In case of further changes in Fees to be paid by the Client under this Agreement, the Parties shall mutually agree to a fresh Schedule A.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto agree as follows:

1. Definitions

1.1. In this Agreement, in addition to terms defined elsewhere in this Agreement,

1.1.1. "Applicable Laws" shall mean all applicable laws, statutes, ordinances, regulations, guidelines, policies and other pronouncements having the effect of binding law of any jurisdiction by state, municipality, court, tribunal, agency, government, ministry, department, commission, arbitrator, board, bureau, or instrumentality thereof, as applicable, or of any other Governmental Authority (as defined below) and including any Governmental Approval (as defined below), as applicable, and as interpreted, administered, as modified, amended, replaced or re-enacted from time to time.

1.1.2. "Assets under Advice" or "AUA" shall mean the aggregate net asset value of securities and investment products for which NWPPL IA Division has rendered investment advice irrespective of whether the implementation services are provided by NWPPL IA Division or concluded by the Client directly or through other service providers.

1.1.3. "Fees" shall mean fees to be paid by the Client to NWPPL in accordance with the terms of this Agreement read with Schedule A of this Agreement, for availing Services from NWPPL IA Division.

1.1.4. "Governmental Approval" shall mean any authorisation, approval, consent, license, registration or permit required from any Governmental Authority.

1.1.5. "Governmental Authority" shall mean any national, federal, state, provincial, local or other government authority, statutory authority, government department, tribunal or court or other law, rule or regulation-making entity or any tribunal, board or court, having or purporting to have jurisdiction over any of the Parties or any state or other subdivision thereof or any municipality, district or other subdivision thereof and includes SEBI.

1.1.6. "IA Regulations" means the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and includes any amendment issued from time to time or any modification or re-enactment thereof by SEBI and all applicable circulars, guidelines, notices issued by SEBI and as applicable to investment advisers.

1.1.7. "Investment Products" shall mean and include securities (whether listed or unlisted) as defined under the Securities Contract (Regulation) Act, 1956, including investment in equity and preference shares, structured products, derivatives, debt instruments, units of mutual funds (whether listed or

unlisted), exchange traded funds, units or other instruments issued by any collective investment scheme to the investors in such scheme, units or other instruments representing the beneficial interest of the investors in any schemes or funds floated by a trust including but not limited to alternative investment funds, real estate investment trusts, infrastructure investment trusts, money market instruments, government securities, treasury bills, insurance products, national pension schemes, unlisted securities, certificates of deposit, participation certificates, commercial paper, securitised debt instruments, investments in bank and/or company deposits, portfolio management schemes offered by portfolio managers, offshore securities/products/instruments or such other instruments and/or products that NWPPL is permitted to provide investment advice on under the IA Regulations.

1.1.8. "SEBI" shall mean Securities and Exchange Board of India.

1.1.9. "Services" shall have the meaning as ascribed to the term under Clause 4 of this Agreement.

1.2. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation."

1.3. The words "hereof," "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

1.4. Any reference to the singular shall include the plural and vice-versa.

1.5. Any references to the masculine, the feminine and the neuter shall include each other.

1.6. References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time.

1.7. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision.

1.8. Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm.

1.9. The Schedules annexed to this Agreement form an integral part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement.

2. GENERAL INFORMATION:

The Client hereby takes note of the following information about NWPPL in relation to the Services provided under this Agreement through NWPPL IA Division:

Name of the Investment Adviser	NWPPL Management Private Limited
Type of Registration	Non Individual
Registration number	INA000017286

Validity of Registration	Perpetual
Address of Investment Adviser	903, B-Wing, 9th Floor, Marathon Futurex, Mafatlal Mills Compound, N.M. Joshi Marg, Lower Parel Mumbai, 400013.
Contact details of Investment Adviser	022 6642 3600
Contact details of the Principal Officer of the Investment Adviser	Mr. Subhajit Bhattacharjee, 022 6642 3600
Email id of the Principal Officer	info.transwealth@neowealthpartners.com
SEBI Regional Office / Local Office address	Plot No.C4-A, G Block, Bandra Kurla Complex (BKC), Bandra East, Mumbai, Maharashtra 400051

3. APPOINTMENT OF INVESTMENT ADVISER

3.1. In accordance with Applicable Laws, the Client hereby appoints, entirely at his/her/its risk, NWPPL as an investment adviser, to provide the Services on a non-exclusive and non-binding basis in accordance with the terms and conditions of this Agreement as mandated under Regulation 19(1)(d) of the IA Regulations.

3.2. The Client acknowledges that the provision of the Services to the Client by NWPPL shall be subject to satisfactory 'know your client' procedure as specified by SEBI and other checks as deemed fit by NWPPL, from time to time, and agrees to promptly provide all relevant information to NWPPL for such purposes.

4. SCOPE OF SERVICES OF NWPPL

4.1. Subject to the terms of this Agreement and the IA Regulations, NWPPL agrees to provide on a non-exclusive and non-binding basis investment advisory services ("Services") to the Client through the NWPPL IA Division, which Services shall mean and be limited to advising the Client with respect to his/her/its portfolio strategy, investment(s) and/or divestment(s) of Investment Products and/or funds held or to be held by the Client, based on a reasonable assessment of the risk profile of the Client which is communicated and agreed to by the Client, as well as the risk appetite, investment objectives and investment policy (if applicable) of the Client for an agreed Fee structure and for a period hereinafter described, entirely at the Client's risk. NWPPL IA Division shall be acting solely in its capacity as a non-discretionary investment adviser to the Client and shall not at any point in time accept and/or hold in its account any funds and/or Investment Products of the Client.

4.2. NWPPL shall provide the Services to the Client on a continuous basis during the term of this Agreement. The Services provided shall be subject to such activities being permitted under the IA Regulations. NWPPL shall act in a fiduciary capacity towards the Client at all times.

4.3. NWPPL IA Division shall collect certain information from the Client, namely, age, investment objectives, income details, risk appetite, etc. in order to undertake a risk profile assessment of the Client. The Client shall be informed of the risk profile assigned once the assessment has been completed. The risk profile of the Client assessed based on information provided by the Client shall be updated periodically as and when required by NWPPL IA Division from time to time.

4.4. The Client understands and agrees that NWPPL does not in any manner: (i) guarantee payment on any Investment Products; or (ii) guarantee the liquidity of any Investment Products; or (iii) make any offer to buy back any Investment Products; or (iv) guarantee the redemption or repayment of any Investment Products on maturity, or (v) guarantee the payment of interest or dividend or any other corporate actions for any Investment Products; or (vi) promise, indicate or guarantee any returns; or guarantee any good delivery for any Investment Products

4.5. Notwithstanding anything stated herein, if NWPPL IA Division gives any advice or makes any representation to the Client, it will be the Client's responsibility to make an independent assessment of any such advice or representation provided to the Client. The Client has the sole discretion to decide on whether to act upon the advice tendered by the NWPPL IA Division and NWPPL shall have no power, authority, responsibility or obligation to ensure or cause the Client to act upon the advice tendered by NWPPL IA Division pursuant to this Agreement. The Client agrees that the Client will make its own independent investigation, seek appropriate professional, legal, tax and financial advice if required in relation to any investments undertaken by the Client pursuant to the recommendation or advice given by NWPPL to determine possible legal, tax and financial or any other consequences of investing in the Investment Products before making an investment decision.

4.6. The Client may seek advice on the portfolio strategy, investment or disinvestments from any person other than NWPPL as it may deem fit, for the same Investment Products in respect of which NWPPL has rendered its Services.

4.7. The Client acknowledges that the Services provided by NWPPL IA Division to the Client need not mirror or be similar to any investments made by any other division of NWPPL, and/or its group companies on its own account or with respect to services provided by NWPPL to other clients.

4.8. The Client expressly agrees and acknowledges that any information contained in NWPPL's brochure or other material or otherwise communicated by NWPPL shall not be construed by the Client as the basis of investment and that all decisions to purchase or sell units of Investment Products made by the Client shall be on the basis of the Client's own personal judgement arrived at after due consideration.

4.9. The Client expressly agrees and acknowledges that by offering the Services to the Client, NWPPL is not in any way soliciting any offer for purchase, sale or any financial transaction/products with respect to any Investment Product on which the advice is provided by NWPPL IA Division.

4.10. NWPPL shall disclose to the Clients all such information as is required to be disclosed by an investment adviser to its clients in terms of the IA Regulations, including all material information about itself, such as its business, disciplinary history, affiliations with other intermediaries, as well as any limitations on its liability under the capacity in which it acts under this Agreement.

4.11. NWPPL takes no responsibility for the contents of any offer documents or information provided to the Client. NWPPL will, however, draw the Client's attention, either to on its website or otherwise to the warning, disclaimers in the documents or other advertising products related to the Investment Products, which it recommends to the Client.

4.12. The Client is aware that NWPPL may, at its discretion, tape-record conversations between the Client and/or the Client's representative and NWPPL, over the telephone or otherwise, keep record of such conversations, and hereby specifically permits NWPPL to do so. Such recordings may be relied upon by NWPPL as and when required and could be used as evidence by NWPPL. The Client is aware of and acknowledges the same and accords its consent for the same.

4.13. The Parties understand and agree that the Services under this Agreement shall be provided to the Client by the NWPPL IA Division, which is segregated from and maintains an arms length relationship with the other divisions of NWPPL engaged in execution/distribution services. As such, the NWPPL IA Division providing these Services to the Client under this Agreement shall not deal in Investment Products and/or execute trade orders on the Client's behalf and will, consequently not have access to the bank account(s) and/or demat account(s) of the Client. Further the Client is under no obligation to avail execution/implementation services only from NWPPL/ or any other broker/service provider.

4.14. NWPPL and/or its group companies are involved in providing a full range of various financial services. However NWPPL has in place various rules and procedures to ensure that different divisions within it, operate independently and client information is restricted to only the relevant divisions dealing with such clients. As such, the NWPPL IA Division will provide Services to the Client on the basis of the information actually available within the NWPPL IA Division.

4.15. Each Party agrees that it shall have no authority to (and shall not) negotiate, enter into any agreement or contract on behalf of the other Party or otherwise bind or obligate the other Party (including any legally binding commitments or representations or arrangements, whether written or oral). The Services, as they relate to Investment Products, will solely be advisory in nature and NWPPL shall not have the authority to, and shall not, make any investment decisions. Client shall not be obligated to accept any recommendations made by NWPPL, and shall undertake any such recommendation on its own account.

4.16. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to authorise NWPPL to act in the name or on behalf of or to bind the Client. NWPPL shall not be deemed to be an agent of the Client and shall not be authorised to enter into, terminate, vary or amend any contract, agreement, arrangement or commitment of any kind or description whatsoever with any third party for or on behalf of or in the name of the Client.

5. FUNCTIONS, OBLIGATIONS, DUTIES AND RESPONSIBILITIES OF NWPPL

NWPPL (including the principal officer and all persons associated with the investment advice, as defined under the IA Regulations, of NWPPL) shall undertake the following functions, obligations, duties and responsibilities:

5.1. Comply with the provisions of the IA Regulations and any further amendments, rules, circulars and notifications issued by SEBI from time to time.

5.2. At all times be in compliance with the eligibility criteria required under the IA Regulations for registration and performing its duties as an investment adviser.

5.3. Conduct risk assessment of the Client by collecting information regarding the investment objectives, liquidity needs, investment experience and expertise, financial situation, and risk tolerance of the Client. In addition, for non-individual clients, NWPPL shall seek the investment policy as approved by board/management team of such non-individual clients. The Client understands and agrees that in the event the Client is a non-individual client and does not provide its investment policy

to NWPPL to enable NWPPL to undertake risk profiling of the Client, then NWPPL shall have the discretion not to provide Services to the Client.

5.4. Provide reports such as portfolio investments, research reports and such other reports to the Clients on their potential and current investments, on a periodic basis.

5.5. Maintain the following records as prescribed under the IA Regulations:

(i) Know Your Client records of the Client;

(ii) Risk profiling and risk assessment of the Client,

(iii) Suitability assessment of the advice being provided;

(iv) Copies of agreements with clients, if any:

(v) Investment advice provided, whether written or oral:

(vi) Rationale for arriving at investment advice, duly signed and dated;

(vii) A register or record containing list of the clients, the date of advice, nature of the advice, the products/securities in which advice was rendered and fee, if any charged for such advice.

5.6. Comply with the provisions of audit as prescribed under the IA Regulations.

5.7. Undertake to abide by the Code of Conduct as specified in the Third Schedule of the IA Regulations.

6. INVESTMENT OBJECTIVES AND GUIDELINES

6.1. NWPPL IA Division shall provide Services to the Client in relation to the Investment Products and undertakes that, to the extent applicable, it shall recommend implementation of advice in securities through direct schemes/direct codes, wherever available and other specifications/restrictions on investments, if any, as notified by the Client in writing.

6.2. NWPPL shall follow the investment strategy as agreed with the Client in the relevant documents signed by the Client.

6.3. NWPPL is not a tax adviser. The Client shall consult their own tax advisers on tax related aspects relating to investments made by the Client, including any taxes payable in relation to the Fees charged under this Agreement.

7. RISK FACTORS ASSOCIATED WITH INVESTMENTS

7.1. The Client understands that the Investment Products advised by NWPPL are subject to investment risks, including the possible loss of principal amount invested.

7.2. The value of the Investment Products invested by the Client will fluctuate. If the Client redeems any Investment Products, the Client may receive an amount which is more or less than the amount invested by the Client depending upon the market value of the Investment Product at the time of redemption/sale.

7.3. Past results are not a guarantee to future performance. Yield or securities past performance should not be considered as an indication or guarantee of future yield or results.

7.4. A detailed statement of risks associated with each type of investment covering the standard risks associated with each type of investment in Investment Products is set out in Schedule B hereto.

8. VALIDITY OF ADVISORY SERVICES:

The Agreement shall commence and be in full force from the date of this Agreement and shall continue until terminated ("Term") in accordance with the provisions as to the termination set forth hereinafter.

9. AMENDMENTS TO THE AGREEMENT

No modification or amendment of this Agreement hereto shall be binding unless made specifically in writing, by the mutual consent of the Parties which shall then form a part of this Agreement.

10. TERMINATION

10.1. Either Party may terminate this Agreement for any reason whatsoever by providing a prior written notice of termination of minimum 30 (thirty) days to the other Party. However, it is agreed and clarified that such termination shall not affect the mutual rights and obligation of the Parties, which are already accrued before such termination.

10.2 Notwithstanding anything herein contained, either Party will be entitled to terminate this Agreement with immediate effect by providing a written notice of termination in the following circumstances:

- a) Violation of any terms of this Agreement;
- b) Any representations or warranty made by either Party under this Agreement is found to be misleading or untrue in any material respect;
- c) Either Party has become insolvent, or goes into liquidation, or enters into any arrangement or composition with its creditors or commits any act of insolvency, or files for bankruptcy or is in the process of doing so;
- d) If either Party, due to its acts and deed, jeopardizes the rights of the other Party;
- e) Any action taken by any other regulatory or government body which prohibits any Party to perform its obligation under this Agreement.

10.3. The Client shall be entitled to terminate this Agreement in the event NWPPL is unable to provide the Services due to any change in law or revocation or suspension or cancellation of registration as investment adviser under the IA Regulations.

10.4. Notwithstanding the above, the Client acknowledges and agrees that NWPPL may at any time without notice and in the NWPPL's absolute discretion may, discontinue or terminate the Services, if NWPPL is of the opinion that continuation of Services is not permissible under Applicable Laws or prejudicial to NWPPL's interests. NWPPL shall not be responsible or be made liable for any consequences, damages or losses caused to the Client and arising out of such termination of Services.

10.5. This Agreement shall stand terminated on the expiry of the period (if any) on the same date as stipulated by the Party in the notice of termination.

11. IMPLICATIONS OF AMENDMENTS AND TERMINATION

11.1. All rights and obligations of each of the Parties which have accrued or arisen prior to the termination of this Agreement shall continue to be governed by the provisions of this Agreement irrespective of any termination. Upon termination of this Agreement any amounts, Fees or Charges which are accrued/ due to NWPPL under this Agreement shall be paid by the Client immediately.

However, if NWPPL has received any Fees in advance from the Client, NWPPL shall refund such Fees on a pro-rata basis for the term post termination of the Agreement.

11.2 Upon termination of this Agreement, NWPPL and the Client shall take or cause to be taken all necessary steps to close and/or transfer the accounts maintained by the Client with NWPPL in relation to the Services provided under this Agreement, within a reasonable period after the date of termination of this Agreement. In the event required by the Client, NWPPL agrees to extend reasonable co-operation to the Client in relation to transition support to the Client or any other person as identified by the Client. Provided that if any costs, Charges, taxes, fees and/or expenses (if any) are incurred by NWPPL in the course of provision of such co-operation and transition, the same shall, on an actuals basis, be payable by the Client to NWPPL. NWPPL shall assist the Client in the smooth transition process at the time of termination of this Agreement.

11.3. Upon completion of the measures contemplated in this Clause 11, NWPPL shall stand validly discharged of all obligations towards the Client pursuant to this Agreement.

11.4. Clause 10 (Termination), Clause 11 (Implications of Amendments and Termination), Clause 17 (Maintenance of Accounts and Confidentiality), Clause 19 (Liability of NWPPL), Clause 23 (Governing Law, Jurisdiction and Settlement of Disputes) and Clause 28 (Correspondence), of this Agreement shall survive the termination of this Agreement.

12. RELATIONSHIP WITH RELATED PARTIES

12.1. NWPPL declares that it (through the NWPPL IA Division) is carrying on its investment advisory activities independently, at an arms-length basis with its related parties. NWPPL ensures that any conflict of interest that arises shall be disclosed to the Client.

12.2. NWPPL agrees and undertakes to maintain an arms-length relationship between its activities as an investment adviser undertaken through the NWPPL IA Division and other activities of NWPPL.

13. NWPPL ENGAGED IN OTHER ACTIVITIES

13.1. NWPPL represents that it shall not provide any distribution services, for Investment Products, either directly or through their group to the Client.

13.2. NWPPL represents that it shall not provide investment advisory services, for Investment Products, either directly or through their group to a distribution client.

14. REPRESENTATION TO CLIENT

NWPPL agrees that it shall not act without obtaining all the consents and permissions from the Client prior to undertaking any actions in relation to the Investment Products advised by NWPPL IA Division.

15. NO RIGHT TO SEEK POWER OF ATTORNEY

NWPPL declares that NWPPL IA Division shall not seek any power of attorney or authorizations from the Client for implementation of investment advice provided by NWPPL IA Division to the Client under this Agreement.

16. NO CONFLICT OF INTEREST

16.1. The Client acknowledges that in addition to providing the Services under this Agreement, NWPPL and/or its group companies may be providing other services to the Client. The Client agrees that NWPPL may render the Services hereunder notwithstanding any potential or actual conflict of interest

presented by the foregoing and hereby waives any claim against NWPPL and/or any its group companies based solely upon any conflict of interest that NWPPL and/or its group companies may have with regard to acting as adviser under this Agreement and acting in other capacities. NWPPL IA Division will provide Services to the Client from time to time under this Agreement on the basis of the information known to the particular employees who are at that time handling their affairs in providing those services. NWPPL hereby declares to disclose to the Client all conflicts of interest as and when they arise and confirms that it shall not derive any direct or indirect benefit out of the Client's Investment Products.

16.2. In addition, the Client acknowledges that NWPPL and/or its group companies may be engaged in a variety of transactions and services with the Client which may conflict with the Services provided to the Client under this Agreement. The Parties agrees and acknowledges that whilst the continuance of this Agreement, the Client may enter into any other agreement or engagements with NWPPL and/or its group companies for rendering various other services including execution services for the Client. The Client agrees, confirms and acknowledges that any such appointment by the Client of NWPPL and/or its group companies shall be a separate and independent action by the Client and shall be governed under a separate contractual arrangement between the Client and NWPPL and /or its group companies and shall not at any time be construed, as flowing from or under this Agreement. The Client understands, agrees, confirms and acknowledges that NWPPL IA Division shall not be providing any execution or implementation services to the Client in relation to the Investment Products advised to the Client under this Agreement.

16.3. NWPPL and its group companies may at any time, hold a trading position (long or short) in Investment Products in relation to which Services are provided to Clients under this Agreement.

17. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

17.1. NWPPL shall maintain all the details of the Client as mandated under the SEBI IA Regulations and mentioned in the account opening form or any other information, data, reports and other records pertaining to the Client, confidentially and shall not disclose or divulge, or cause or permit to be disclosed or divulged, the same to any person/ authority except as required under any law/ regulatory requirements. Provided however that NWPPL may so disclose information about the Client to any person and/or authority with the express permission of the Client.

17.2. The Client complies with and will ensure it continues to comply with the confidentiality obligations under this Agreement. The Client will treat as confidential (both during and after the termination of the relationship between the Parties under this Agreement) any information learned or received about NWPPL/NWPPL IA Division, including without limitation, its investment strategy or holdings or its products or Services in the course of their relationship under this Agreement. The Client shall not disclose or divulge, or cause or permit to be disclosed or divulged, such confidential information to any person/ authority except as required under Applicable Laws without NWPPL's prior written consent.

17.3. These obligations set out above shall not apply to information which (i) is generally available to the public other than as a result of a breach of this Agreement by such Party or (ii) is, or becomes, known to the public, or (iii) is received by either Party from a third party (other than the other Party) entitled to disclose it, or is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of Applicable Laws.

17.4. Notwithstanding the above, the Client agrees and acknowledges that, pursuant to this Agreement or otherwise, NWPPL IA Division may receive confidential information about the Client.

The Client hereby expressly consents that any such personal data/ information and account information, reports or records of the Client may be used by NWPPL IA Division and any recipient of such information from NWPPL IA Division who has a bona fide need to know such data/information in connection therewith (provided that NWPPL shall cause any such person to comply with the terms of this Clause 17 that are applicable to NWPPL as if it were Party hereto) for any of the following purposes:

- a) the provision, operation, processing or administration of any Services or account provided to the Client pursuant to this Agreement, and for data processing, statistical/ risk analysis and other purposes;
- b) conducting anti-money laundering checks (if applicable);
- c) ensuring the Client's ongoing creditworthiness (if applicable),
- d) determining the amount of indebtedness owed by the Client or to the Client,
- e) marketing financial services or related products or opportunities from NWPPL and/or any of its group companies;
- f) meeting the requirements to make disclosures under any law, regulation, Governmental Authority, court order or contractual agreement binding on NWPPL and/or any of its group companies;
- g) enabling NWPPL's actual or proposed assignee, or a transferee of NWPPL's rights to evaluate the transaction intended to be the subject of the assignment or transfer,
- h) all other incidental and associated purposes relating to the provision of advisory Services or discharging duties and obligations under this Agreement.

17.5 The Client understands that failure to supply information or data may result in the NWPPL IA Division not being able to open, continue or establish accounts for, and/or provide Services to the Client.

17.6. Specifically the Client agrees and confirms that NWPPL IA Division may release the data and information relating to the Client to certain individuals or entities for the above purposes, including but not limited to the following:

- a) group companies of NWPPL;
- b) any agent, contractor or third-party service provider who offers services to NWPPL IA Division and any group company of NWPPL in connection with the operation of their businesses;
- c) any other person under a duty of confidentiality to NWPPL IA Division or NWPPL or any of its group companies;
- d) credit information bureaus or collection agencies;
- e) any person or entity to whom NWPPL IA Division or NWPPL or any of its group companies are under an obligation to make disclosure under the requirements of any Applicable Laws or contractual agreement binding on NWPPL IA Division or NWPPL or any of its group companies; and
- f) any actual or proposed assignee of NWPPL IA Division or NWPPL or any of its group companies or transferee of any rights of NWPPL IA Division or NWPPL or any of its group companies.

17.7. NWPPL IA Division, NWPPL and any of its group companies may use the Client's personal data/information and any other information to market products and services to the Client. The Client

acknowledges that the Client has the right to request that NWPPL IA Division, NWPPL and any of its group companies cease using such data or information for such marketing purposes.

17.8. In connection with the Client providing such personal data and information, the Client hereby agrees and confirms that NWPPL IA Division, NWPPL and any of its group companies may take such steps as they deem reasonable and appropriate to verify information which is provided to them.

17.9. This Clause 17 shall survive the termination of this Agreement for five (5) years after such termination.

18. TERMS OF FEES AND BILLING:

18.1. As consideration for the Services provided by NWPPL IA Division to the Client under this Agreement, the Client shall be liable and undertakes to pay NWPPL Fees, which shall be a percentage (%) of the AUA of the Client, details of which are set out in Schedule A to this Agreement.

18.2. Notwithstanding the above, the Parties agree that the Fee shall not exceed 2.5% of the AUA per annum across all services provided by NWPPL IA Division to the Client under this Agreement or such other amount as prescribed under the IA Regulations from time to time.

18.3. The Client understands and agrees that in addition to the Fees, the Client shall also pay any charges, applicable taxes, levies or duties, including GST (collectively "Charges") that may be levied in connection with the Services provided under this Agreement.

18.4. The Fees and Charges shall be paid in full by the Client without any counter claim, set off or withholding. Client's liabilities and obligations hereunder to NWPPL shall be joint and several (if applicable).

18.5. The Client understands and agrees that specific details relating to Fee modalities, periodicity, advance payments (if any), quantum, manner of payments, illustration on how the Fee would be determined, etc. are set out in Schedule A to this Agreement.

18.6. On the receipt of invoice by the Client, the Client agrees that the payment of Fees shall be done 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.

18.7. NWPPL shall have the right to modify/ revise the Fees, in compliance to the provisions of the IA Regulations and any further amendments, rules, circulars and notifications issued by SEBI from time to time. In case of any modification or revision in the Fees to be paid by the Client under this Agreement, the Parties shall mutually agree to a fresh Schedule A.

18.8. The Client and NWPPL agree that the receipt of Fees by NWPPL will be evidenced by way of a confirmation either in form of an email or a letter to the Client.

19 LIABILITY OF NWPPL

19.1. NWPPL shall take all reasonable care to provide secure and error free services to the Client on best effort basis. NWPPL shall not be liable or responsible for any damages, loss, harm, expense, liability and the like arising to the Client or any third party for any reasons whatsoever whether attributable to NWPPL or not. NWPPL shall not be under any liability on account of anything done or

omitted to be done in good faith or suffered by the Client in accordance with or in pursuance of any Service provided by NWPPL to the Client under this Agreement save and except for liability arising from fraud or gross negligence of NWPPL. The Client shall indemnify NWPPL and its directors, officers, employees or agents for any losses, damages, expenses, costs, taxes, demands, proceedings, actions, liabilities and claims of whatsoever nature caused or suffered or incurred by NWPPL and/or its directors, officers, employees or agents as a result of breach by the Client of any representations, warranties and covenants, agreement or undertaking made or given by the Client under this Agreement. This Clause 19 shall survive the termination of this Agreement.

19.2. NWPPL shall not be liable for any indirect, special, incidental or consequential damages (including lost profits) incurred by the Client, whether foreseeable or not and regardless of the form of action, whether in contract, tort (including negligence) or otherwise, unless expressly stated in this Agreement.

19.3. NWPPL will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client by NWPPL. NWPPL shall be under no duty to verify compliance with any restrictions on the Client's investment powers.

19.4. NWPPL will not be liable for any loss, damage, cost, Charges or expenses directly or indirectly caused by reason of any defects or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone, satellite, postal system or any other medium or mode of communication.

19.5. NWPPL shall not incur any liability by reason of any loss, which the 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 Investment Products or any other market conditions.

20. INDEMNITIES BY CLIENT

20.1. Without prejudice to the right of indemnity available to NWPPL under any law, the Client agrees to indemnify and hold harmless NWPPL to the full extent against:

(a) any and all lawful claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defense 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 or NWPPL's engagement hereunder.

(b) For any negligence/ mistake or misconduct by the Client.

(c) For any breach or non-compliance by the Client of the governmental, statutory regulations/rules/terms and conditions stated in this Agreement.

21. REPRESENTATIONS, COVENANTS AND DECLARATIONS

21.1. Each Party hereby makes the following representations, declarations, warranties and agreements and confirms that they are, true, correct, valid and subsisting in every respect on the date of execution of this Agreement and during the Term of this Agreement:

21.1.1. Each Party is duly organized/ incorporated under the existing laws, validly existing, and in good standing and has all necessary power and authority to own and operate assets and carry on its business.

21.1.2. Each Party has the power and is authorized to enter into this Agreement, and to do all acts and execute and deliver all other instruments as are required hereunder to be done, observed or performed by it in accordance with the terms hereof.

21.1.3. Each Party has duly authorized, executed and delivered this Agreement, and this Agreement constitutes a legally valid and binding obligation of it enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and general principles of equity.

21.1.4. Each Party is and shall at all times be in compliance with Applicable Laws as may be applicable to it from time to time.

21.2 Each Party represents and warrants to, and covenants with, the other Party that it has all necessary licenses, permits and approvals which are material to it in carrying on its business as presently conducted and to provide the Services in accordance with the terms of this Agreement.

21.3. NWPPL further represents that:

21.3.1. NWPPL shall not provide any distribution services, for Investment Products, either directly or through their group to the Client.

21.3.2. NWPPL shall not provide investment advisory services for Investment Products, either directly or through their group to any distribution client.

21.3.3. NWPPL IA Division, its Principal Officer and persons associated with the investment advice shall meet the qualification and certification requirements under the IA Regulations and that NWPPL has obtained requisite Governmental Approvals, third party consents, corporate approvals, as required, and shall maintain such consents and approvals throughout the term of this Agreement.

21.4. The Client hereby represents, warrants and declares that:

21.4.1. All information and data provided by the Client to NWPPL prior to the execution of this Agreement and at any time hereafter is and shall be true, complete, and accurate. If the Client has reason to believe that there is an error in the information furnished to NWPPL, it agrees and undertakes that it shall immediately advise NWPPL in writing. The Client agrees and undertakes to inform NWPPL of any change in the information provided by the Client to NWPPL.

21.4.2. The Client declares that all the details in the Client's relationship record are true and correct.

21.4.3. Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof.

21.4.4. The Client agrees and declares that any and all tax liability will be the Client's sole responsibility.

21.4.5. The Client have executed and delivered to NWPPL IA Division the following writings:

21.4.5.1. Know Your Client Documents;

21.4.5.2. Other documents as specified by NWPPL IA Division;

21.4.5.3. The Client has read and understood the terms and conditions applicable to this Agreement and agrees to be bound by the said terms and conditions including those excluding/limiting liability of NWPPL. The Client declares that the information in the application is true and correct;

21.4.5.4. The Client agrees and understands that, whenever this Agreement is executed by more than one co-applicant, all such co-applicants shall be deemed to be Clients, and shall be liable jointly and severally to perform all covenants, undertakings, warranties and obligations and for payment of the Fees and all other amounts payable under this Agreement;

22. DEATH OR DISABILITY OF CLIENT

In the event of death, disability, insolvency, dissolution or winding up of a Client during the term of this Agreement, upon receipt of notice of such an event by NWPPL, the Agreement shall stand terminated only with respect to such Client with effect from the date of such an event or notice.

23. GOVERNING LAW, JURISDICTION AND SETTLEMENT OF DISPUTES

23.1. Governing Law and Jurisdiction

23.1.1. This Agreement shall be governed by and construed in accordance with the laws of India. The courts of Mumbai shall have non-exclusive jurisdiction in relation to the Agreement subject to the provisions of Clause 23.2 (Dispute Resolution) below.

23.2. Dispute Resolution

23.2.1. In the event of any disputes, differences, claims and questions ("Dispute") between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the performance of the obligations of the Parties hereunder or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first attempt to amicably resolve between the Parties for a period of 30 days from the date of issue of a notice of Dispute by any Party to the other.

23.2.2. If the Dispute is not resolved, it shall be referred exclusively to and shall be finally resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996 .

23.2.3. The arbitration shall be conducted by three arbitrators, one arbitrator nominated by each Party and the third arbitrator appointed by the two arbitrators.

23.2.4. The seat of arbitration shall be Mumbai, India.

23.2.5. The arbitration proceeding shall be conducted and recorded in English.

23.2.6. The arbitration agreement shall be governed and construed under the law identified at Clause 23.1 (Governing Law and Jurisdiction).

23.2.7. The arbitration award shall be final and binding between the Parties.

24. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

In case of any grievances, the Client should promptly notify the same to the Compliance Officer on info.transwealth@neowealthpartners.com giving sufficient details to enable NWPPL to take necessary steps to redress such grievance. NWPPL shall be responsible to resolve the grievances of the Client, within the timelines specified under IA Regulations or circulars issued thereunder.

25. SEVERABILITY

Each of the provisions contained in this Agreement is distinct and severable. If any portion or term of this Agreement shall be declared invalid, illegal or void by order, decree or judgment of a court of competent jurisdiction, this Agreement shall be construed as if such portion or term had not been

inserted herein and the remaining terms and provisions of this Agreement shall remain unimpaired and in full force and effect as if the void, illegal or invalid provision had been deleted or never included, except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

26. FORCE MAJEURE

NWPPL shall not be in breach of this Agreement if there is, and shall not be liable or have responsibility of any kind, any loss or damage incurred by the Client as a result of any total or partial failure, interruption or delays or errors in performance of its duties and obligations under this Agreement occurring due to 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, civil disturbances, war, war like situations, riot, acts of public enemy, strikes and lockouts, transportation stoppages or slowdowns or failure of communication or power supply. In the event of equipment breakdowns beyond its control, NWPPL shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

27. COMMUNICATION OR INSTRUCTIONS

All instructions under this Agreement (including instructions for modification of any clause of Schedule under this Agreement) shall be given only by the Client or the Client's authorised representative, acting on behalf of the Client. Details of the authorised representative of the Client (including his/her signatures) shall be provided by the Client to NWPPL in writing prior to NWPPL being required to accept instructions from such authorised representative. All instructions given by the first holder above shall be binding on the Client.

28. CORRESPONDENCE

28.1. All notices under or in connection with this Agreement shall be given in writing, unless otherwise stated in this Agreement. If the communication is in writing then it may be made by letter or facsimile. Any such notice or other communication will be deemed to be effective: (1) if sent by letter, when delivered personally, upon receipt of such letter, (ii) if sent by letter, when dispatched by post, on the fourth day after dispatch of the letter, and/ or (ii) if sent by facsimile, when sent (on receipt of a confirmation to the correct facsimile number). Notices or communication may be made to the Client and NWPPL at their address or facsimile number of office specified in this Agreement, or to such other address or facsimile number as may be designated by the Client and NWPPL in writing to each other. Any notice or other correspondence addressed by NWPPL to the Client may be addressed to the Client (or the first holder in case of joint holdings) at the address specified in this Agreement or to such other address informed by the Client to NWPPL in writing.

28.2. If according to the Client there is any discrepancy in the document/information/reports provided by NWPPL IA Division to the Client, then the Client shall be obliged to intimate the same to NWPPL IA Division in writing within 30 days of the Client (or the first holder in case of joint holdings) receiving notice thereof, failing which such document/information/reports shall be deemed to be correct and accepted by the Client and the Client shall not be entitled to question the correctness or accuracy thereof.

29. ASSIGNMENT

This Agreement may not be assigned by the Client without the prior written consent of NWPPL (which may be withheld by NWPPL for any reason). Any attempted assignment in violation of this Clause 29 shall be null and void.

30. HEADINGS

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.

31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements and understandings, written or oral, between the Parties with respect to the subject matter of this Agreement. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth in this Agreement. None of the Parties has been induced to enter into this Agreement or any amendment or supplement by reason of such warranty, representation, opinion, advice or assertion of fact. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent specifically set forth above.

32. NO THIRD PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the Parties and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon, or creating any rights in favor of, any person other than the Parties.

33. NO WAIVERS

No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

34. FURTHER ASSURANCES

In connection with this Agreement, each Party agrees to perform such further actions and execute and deliver such further agreements or documents as are necessary, appropriate or reasonably requested to effectuate the purposes of this Agreement.

35. COUNTERPARTS

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have caused this Agreement on the day and the year first above written and at the places as mentioned hereinabove.

Signed and delivered for and on behalf of the within named NWPPL Management Private Limited by the hand of

Authorised Signatory	Authorised Signatory
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Schedule A

Fees to be paid by the client

1. The client hereby agrees to pay the Fees to NWPPL MANAGEMENT PRIVATE LIMITED. As per the Agreed Fee Structure Provided below.

2. The client shall be charged _____% of the Assets under Advice per annum as the Fees under the Agreement. In case of further changes in Fees to be paid by the client under this Agreement, the parties shall mutually agree to a fresh Schedule A.

3. In addition to the Fees, the client shall also pay any charges, goods & services tax, other applicable taxes, levies to duties, including GST (collectively “Charges”) that may be levied in connection with the services provided under the Agreement.

4. The fees and charges shall be paid by the client to NWPPL MANAGEMENT PRIVATE LIMITED. All Fees and Charges shall be paid in full by the client without any counter claim, set off or withholding. The client’s liabilities and obligations hereunder to NWPPL MANAGEMENT PRIVATE LIMITED shall be joint and several (if Applicable).

5. The Fees payable under the Agreement shall be due and invoiced on a quarterly basis (“Billing Cycle”) (Invoice”), which shall be raised in the month following the calendar quarter. NWPPL MANAGEMENT PRIVATE LIMITED shall be liable to raise Invoice, and the client shall be liable to pay the Fees to NWPPL MANAGEMENT PRIVATE LIMITED within 15 (fifteen) Days from the date of Invoice raised by NWPPL MANAGEMENT PRIVATE LIMITED.

6. The payment of Fees shall be made either via an account payee crossed cheque, demand draft or by way of direct credit to NWPPL MANAGEMENT PRIVATE LIMITED’s bank account via NEFT/RTGS/IMPS or any electronic mode of bank transfer except cash.

7. Following illustration forms an integral part of the Fee calculations. The Client agrees and understands that the Fees will be determined as enumerated in this Schedule and illustrated herein below.

Illustrative Advisory Fee calculation for Quarter ended 31st December.

# of days in Oct-Dec Quarter	92
Assets under Advice (Daily Average Balance)	10,00,00,000.00
Advisory Fee rate*	2%/Year
Advisory fee calculated (for 92 days)	5,04,109.59
Advisory fee Payable (round off to nearest rupee)	5,04,110.00
CGST @9% (applicable)	45,369.90
SGST @9% (applicable)	45,369.90
IGST @18% (applicable)	0
Total Amount Payable	5,94,849.80

Notes

*Advisory fee may be different for different product categories (e.g. Equities, MFs, Bonds etc.)

Signature:	Signature
By NWPPL MANAGEMENT PRIVATE LIMITED	By client
Date:	Date

Schedule B

Risk Factors

Products	Standard Risk Factors
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Mutual Funds	<p>Investment in Mutual Fund Units involves investment risks such as trading volumes and settlement risks. Liquidity risk, default risk including the possible loss of principal. As the price/value/ interest rate of the securities in which the scheme can go up or down depending on various factors and forces affecting capital markets and money markets. Past Performance of the sponsor/AMC/Mutual Fund does not guarantee the future performance of the scheme. The scheme does not in any manner indicate its quality or its future prospects and returns.</p>
PMS/AIF	<p>NE Fund Investments in listed securities are subject to price fluctuation on daily basis. The volatility in the value of instruments is due to various micro and macro-economic factors such as economic and political developments and other market factors affecting the securities markets. This may have adverse impact on individual securities/sector and consequently on the NAV of Fund PMS/AIF may be subject to risks arising out of non-diversification. Portfolios may be affected due to settlement cycles and transfer procedures.</p>
Direct Equities	<p>Fund Investments in listed securities are subject to price fluctuation on daily basis. The volatility in the value of instruments is due to various micro and macro-economic factors such as economic and political developments and other markers factors affecting the securities markets. This may have adverse impact on individual securities/sector.</p>
Derivatives	<p>The risks associated with the use of derivatives are different from or possibly greater than the risks associated with investing directly in securities and other traditional instruments. Such risks include mispricing or improper valuation and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Trading in derivatives carries a high degree of risk although they are traded at a relatively small amount of margin which provides the possibility of great profit or loss in comparison with the principal investment amount. Investments in futures face the same risk as the investments in the underlying securities. The extent of loss is the same as in the underlying securities. However, the risk of loss in trading futures contracts can be substantial, because of the low margin deposits required, the extremely high degree of leverage involved in futures pricing and the potential high volatility of the future markets. The options buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premium earned. The writer of all call options bears a risk of loss if the value of the underlying asset increases above the exercise price. The loss can be unlimited as underlying assets can increase to any levels. The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price and the loss is limited to strike price.</p>
Bonds/Debenture	<p>Price-Risk or interest-Rate risk: Fixed income securities such as bonds, debenture and money market instruments run price-risk or interest-rate risk. Credit Risk: This risk means that the issuer of a debenture/bond or a money market instrument may default on interest payment or even in paying back the principal amount on maturity. Liquidity or marketability Risk: This refers to the ease with which a security can be sold at or near to its valuation yield-to-maturity (YTM) Pre-payment Risk: certain fixed income securities give an issuer the right to call back its securities before their maturity date. In</p>

periods of declining interest rates. Spread Risk: In a floating rate security the coupon is expressed in terms of a spread or mark up over the benchmark rate. In the life of the security this spread may move adversely leading to loss in value of the portfolio. The yield of the underlying benchmark might not change, but the spread of the security over the underlying benchmark might increase leading to loss in value of the security. Reinvestment Risk: Investment in fixed income securities may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a low rate.

Private Equity

Securities which are not quoted on the stock exchange are inherently illiquid in nature and carry a larger liquidity risk in comparison with securities that are listed on the exchange or offer other exit options to the investors, including put options

MLD's (Structured Notes)

The structured notes like the index linked securities, in which Funds are proposed to be invested in, are high risk investments. A small movement in returns generated by the underlying index could have a large impact on their value and may also result in a loss.

The issuer of equity index linked securities or any of its agents, from time to time may have long or short positions or make markets including in NIFTY 50 indices, futures and options (hereinafter referred to as "Reference Assets") (and other similar assets), they may act as an underwriter or distributor of similar instruments the returns on which or performance of which, may be at variance with or asymmetrical to those on the securities, and they may engage in other public and private financial transactions (including the purchase of privately placed investments or securities or other assets). The foregoing activities of 'the issuer of index linked securities' or any of its agents and related markets (such as the foreign exchange market) may affect the value of the securities. In particular, the value of the securities could be adversely impacted by a movement in the Reference Assets, or activities in related markets, including by any acts or inactions of 'the issuer of index linked securities' or any of its agents:

The equity Index linked securities, even after being listed, may not be marketable or may not have a market at all;

The returns on the structured securities, primarily are linked to the NIFTY 50 and/or any other equity benchmark as the Reference Asset, and even otherwise, may be lower than prevalent market interest rates or even be nil or negative depending entirely on the movement in the underlying index and futures values as also that over the life of the securities (including the amount if any payable on maturity, redemption, sale or disposition of the securities) the security holder may receive no income/return at all or negative income/return on the security, or less income/return than the security-holder may have expected, or obtained by investing elsewhere or in similar investments.

The return on investment in securities would be depend on the prevailing market conditions, both domestically as well as internationally. The returns mentioned in the term sheets are indicative and may or may not accrue to an investor accordingly.

In equity index linked securities, in the event of any discretions to be exercised, in relation to method and manner of any of the computations including due to any disruptions in any of the financial markets or if for any other reason, the calculations can not be made as per the method and manner originally stipulated or referred to or implied, such alternative methods or approach shall be used as deemed fit by the issuer and may

include the use of estimates and approximations. All such computations shall be valid and binding on the investor, and no liability therefor will attach to the issuer of equity index linked securities/asset management company.

There is a risk of receiving lower than expected or negligible returns or returns lower than the initial investment amount in respect of such equity index linked securities over the life and/or part thereof or upon maturity, of the securities, at any time during the life of such securities, the value of the securities may be substantially less than its redemption value. Further, the price of the securities may go down in case the credit rating of the company or issuer goes down.

The securities and the return and/or maturity proceeds hereon, are not guaranteed or insured in any manner by the issuer of equity index linked securities.

The issuer of equity index linked securities or any person acting on behalf of the issuer of equity index linked securities, may have an interest/position as regards the portfolio Manager and/or may have an existing banking relationship, financial, advisory or other relationship with them and/or may be in negotiation/discussion with them as to transactions of any kind.

The issuer of equity index linked securities or any of its agents, have the legal ability to invest in the units offered herein and such investment does not contravene any provision of any law, regulation or contractual restriction or obligation or undertaking binding on or affecting the investor, and/or its assets

Declaration for Family of client as per IA Regulations

Date:

To,

NWPPL Management Private Limited

B-903, Marathon Futurex, N.M.Joshi Marg, Lower Parel, Mumbai 400013

Mumbai Maharashtra 400013

Reference: - My/Our Investment Advisory Account Number _____ held with NWPPL Management Private Limited

Dear Sir/Madam,

This is with reference to the above investment Advisory Account held by me/us with (NWPPL Management Private Limited), I/we hereby confirm that I/We are dependent on the following family members who have an Advisory relationship with NWPPL Management Private Limited

		Dependent on	
Account Holder	Client Name	Name	Pan Number
1 st Holder			
2 nd Holder			
3 rd Holder			

(Note: the family of client shall include individual client, dependent Spouse, Dependent children, and dependent parents. The dependent family members shall be those members whose assets on which investment advisory is sought/provided, originate from income of a single entity.i.e. earning individual client in the family)

Thank you

Yours sincerely:

Signature: _____

Client Name: