

DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

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DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT

This **DISCRETIONARY PORTFOLIO MANAGEMENT AGREEMENT** (hereinafter referred to as “**Agreement**”) is entered into

BY AND BETWEEN

1. **Fortuna Asset Managers LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, and having its registered office at Cowrks, Worldmark 1, Ground Floor & First Floor, Aerocity, New Delhi 110037 (hereinafter referred to as the “**Portfolio Manager**” which expression shall include, unless repugnant or inconsistent to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the One Part;

AND

2. An individual/Company, LLP, Partnership, Trust or such other body corporate or association of person entity having his residential/registered office address as per **Schedule A** (hereinafter referred to as the “**Client**” which expression shall include, unless repugnant to or inconsistent to the meaning or context thereof, his / her / its successors, administrators and executors) of the Other Part;

WHEREAS:

- (a) The Portfolio Manager is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as “SEBI”) to provide Portfolio Management Services vide Registration No. INP000008093.
- (b) The Client is desirous of appointing the Portfolio Manager for managing the investment of his funds on a discretionary basis and to avail of discretionary portfolio management services from the Portfolio Manager, for the purpose of making investment in Securities.
- (c) The Client after having read and understood the Disclosure Document provided by the Portfolio Manager and having agreed to be bound by the terms therein has agreed to invest in Securities and to be bound by the terms of this Agreement and the Annexures/Schedule hereto (hereinafter referred to as this **Agreement**).

NOW THERE OF THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

- a. “**Agreement**” means this Portfolio Management Agreement and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the parties hereto.
- b. “**Applicable Law**” shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and all (other) applicable laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of the Government of India or any State of the Union of India or any department thereof, any semi-governmental or judicial or quasi-judicial Person in India or any Person (whether autonomous or not) who is charged with the administration of an Indian law.
- c. “**Authorised Person**” shall have the meaning prescribed to it in Clause 26.
- d. “**Client Bank Account**” shall have the meaning as assigned to in Clause 3 (b) of this Agreement.
- e. “**Business Day**” shall mean a day on which either the National Stock Exchange of India Limited (“NSE”) or the Bombay Stock Exchange Limited (“BSE”) are open for trading.
- f. “**Cash**” includes cheques, demand drafts, pay-slips, etc. and any other form of cash.
- g. “**Client Security**” shall mean Securities which form part of the Portfolio.
- h. “**Commencement Date**” means the date on which this Agreement is entered into between the Client and the Portfolio Manager.
- i. “**Corpus**” shall mean and include the aggregate amount of funds deployed by the Client in form of cash and/or Securities at the time of execution of these presents and/or during the currency of this Agreement.
- j. “**Custodian**” means a custodian of Securities as may be appointed by the Portfolio Manager from time to time.
- k. “**Disclosure Document**” shall mean the relevant Disclosure Document filed by the Portfolio Manager with SEBI and as may be amended by the Portfolio Manager from time to time pursuant to PM Regulations.
- l. “**Client DP Account**” shall have the meaning assigned to it Clause 3(d) of this Agreement.
- m. “**Event of Force Majeure**” shall have the meaning as prescribed to in Clause 25(a) of this Agreement.
- n. “**Force Majeure**” shall have the meaning prescribed to it in Clause 25 of this Agreement.
- o. “**Persons**” means individuals being Indian citizens, Non Resident Indians (to the extent permitted under the Foreign Exchange Management Act, 1999 and the Reserve Bank of India Regulations) body corporate incorporated in India under the Indian Companies Act, 1956 or the Companies Act, 2013, Hindu undivided family (represented by the Karta), partnership firms (represented by the partners), limited liability partnerships, association of persons, body of individuals, trusts, societies registered under the Societies Registration Act and any other entity which may from time to time at the sole discretion of the Portfolio Manager be deemed to be eligible to invest.
- p. “**PM Regulations**” or “**Regulations**” shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations,

2020 and as amended from time to time.

- q. **"Portfolio"** means the total holding of all investments, funds belonging to the Client.
- r. **"Portfolio Company(ies)"** means companies, entities or body corporates in which the funds belonging to the Client have been invested in by the Portfolio Manager pursuant to this Agreement.
- s. **"Portfolio Manager"** means Fortuna Asset Managers LLP.
- t. **"Power of Attorney"** shall mean the irrevocable power of attorney granted by the Client to the Portfolio Manager in the form set out in **Schedule D** and/or any further powers of attorney granted by the Client to the Portfolio Manager.
- u. **"RBI"** shall mean Reserve Bank of India.
- v. **"SEBI"** means Securities and Exchange Board of India established under sub-section (1) of Section 3 of Securities and Exchange Board of India Act, 1992.
- w. **"Securities"** means equity shares, equity linked instruments, quasi equity instruments, preference shares, convertible securities, depository receipts, secured premium notes, pass through certificates, treasury bills, equity linked products, debt, hybrid debt products, mortgage-backed securities, commercial papers, notes, scrips, stocks, bonds, non-convertible debentures, debentures stock whether or not marketable, listed or unlisted, secured or unsecured or any other securities, as defined under the Securities Contracts (Regulation) Act, 1956, issued by the Portfolio Company.
- x. **"Service"** shall have the meaning prescribed to it in Clause 2(a) of this Agreement.
- y. **"Takeover Code"** shall mean Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011.
- z. **"Tax/es"** means all Tax/es, cess, dues and duties including income tax, goods and services tax, turnover tax, withholding tax, value added tax whether direct or indirect, tax to be deducted at source by the Portfolio Manager or any other tax payable on the income earned on the investments made for and on behalf of the Clients by the Portfolio Manager.

1.2 INTERPRETATION

In this agreement, unless the context or meaning thereof otherwise requires:

- (a) The singular includes the plural and vice versa;
- (b) References to a person shall include such person's successors and permitted assignees or transferees;
- (c) Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice-versa;
- (d) "Person" or "Client" includes any Individual, Partnership, Firm, Trust, Body, Corporate, Government, Government Body, Authority, Agency, Unincorporated Body of Persons or Association;
- (e) References to "Party" means a party to this agreement and references to "Parties" shall be construed accordingly;
- (f) Any reference to the provision of any statute shall be deemed to include reference to the same as in force (including any amendments or re-enactment) at the time the matter relating thereto occurs.
- (g) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretations of this Agreement.
- (h) References to clauses and recitals shall be construed as references to clauses or recitals of this Agreement, unless specified otherwise.
- (i) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.
- (j) Heading, sub-heading and bold type faced are only for convenience and shall be ignored for the purpose of interpretation.
- (k) 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 sub-ordinate legislation made from time to time under that provision.

The terms and expressions not herein defined shall where the interpretation and meaning have been assigned to them in terms of the General Clauses Act, 1897, have that Interpretation and meaning.

2 APPOINTMENT OF THE PORTFOLIO MANAGER

- a) The Client hereby appoints the Portfolio Manager to provide Portfolio Management Services on a discretionary basis (hereinafter referred to as the **"Service"**) for the funds and / or Securities deployed by the Client in accordance with the provisions of this Agreement. The Portfolio Manager accepts such appointment and agrees to provide the Services herein set forth, for the fees herein provided.
- b) The Client hereby appoints, at his own risk, the Portfolio Manager as its attorney as per terms set out in **Schedule C** and/or the powers of attorney from time to time executed by the Client in favour of the Portfolio Manager and for the term of this Agreement and for the purpose of carrying out in the name and on behalf of the Client, the functions as contemplated under this Agreement and undertakes to ratify and confirm all acts that the Portfolio Manager shall lawfully and beneficially do pursuant to this Agreement.
- c) The Portfolio Manager shall act in a fiduciary capacity, as a trustee and as an agent of the Client, in relation to the Portfolio.

3 CAPITAL CONTRIBUTION

- a) The Client funds, simultaneously upon execution of this Agreement, shall be placed in a Client Pool Bank Account to be maintained/operated by the Portfolio Manager. The bank account(s) in which the client funds are maintained by the Portfolio Manager is hereinafter referred to as **"Client Pool Bank Account"**. The Portfolio Manager may deposit and withdraw monies and fully operate the Clients Pool Bank account for the purpose of this Agreement as per the discretion of the Portfolio Manager. The Portfolio Manager has opened the above-mentioned **"Client Pool Bank Account"** with **ICICI Bank Ltd, Mumbai Branch**.

- b) In case the documents submitted by the Client for transaction initiation are either found incomplete or deficient, the Portfolio Manager may, at its discretion, without assigning any reason, reject the application made by the Client and will refund the amount of Capital Contribution less expenses incurred, if any, **and the Client agrees to** accept the same without raising any financial claim for any notional loss of any kind including but not limited to opportunity loss or market movement loss for the period up to which such sums were refunded to the Client or for any interest or financial compensation or any other claim of any pecuniary nature.
- c) The Portfolio Manager shall at all times keep the Client's Securities segregated from other clients' Securities and the Portfolio Manager's own Securities, if any. The depository account(s) of the Client which are maintained in terms of this Clause 3(c) is hereinafter referred to as "**Client DP Account**".
- d) If at any time during the term of this Agreement, there are Cash amounts available in the Portfolio, the Portfolio Manager may, at its discretion, utilize the same to invest in any permissible Securities (except those set out at **Schedule B** or otherwise restricted without adhering to any investment objectives and guidelines including those set out in Clause 4).
- e) The number of applicants who are individuals in a joint application shall not exceed [three (3)]. In case of joint Clients who are individuals all joint holders shall be jointly and severally liable for payment of Capital Contribution and any dues payable by the client to the Portfolio Manager. All notices and communications by or on behalf of the Portfolio Manager will generally be addressed to the first named Client to his/her address registered with the Portfolio Manager.
- f) In the event of joint holders, the first named holder (as determined by reference to the Application Form) shall receive the statements, all notices and correspondences with respect to the account, the interim disbursements as well as the proceeds of and all sums as due and payable to the Client on termination or expiry of the Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.

4. INVESTMENT OBJECTIVES AND GUIDELINES

The main functions of the Portfolio Manager as under this Agreement are as follows:

- a) To carry on the activity of a Portfolio Manager for the Client, by agreeing to provide the service in general and by exercising its choice in respect of the investments to be made in the Client's account in the manner provided herein and the Disclosure Document submitted to the Client in accordance with the SEBI Regulations.
- b) The Portfolio Manager seeks to achieve the following investment objective:
 - i. The investment objectives of each Portfolio offered or to be offered by the Portfolio Manager may vary from the portfolio product to portfolio product more specifically described in Schedule to this Agreement. The Client may customize his investment objective by signing an Appendix/Schedule enlisting the desired portfolio products for the purpose of investment of the funds and authorizes the Portfolio Manager to invest and deploy the funds as per investment objective specified in such Appendix/Schedule. The Portfolio Manager will endeavor to achieve the investment objectives of the portfolio product as mentioned in such Appendix/Schedule.
 - ii. The Portfolio Manager shall have the sole discretion to invest the Client's funds or make subsequent investment decisions on behalf of the Client in accordance with the investment objectives hereunder and make changes to the investment pattern or asset allocation of Client's Portfolio in a manner and in markets that it deems fit.
 - iii. The amount that may be deployed by the Client under each portfolio product shall not be less than the amount, if any, conveyed by the Portfolio Manager from time to time and such amount shall not in any event be less than the minimum amount as stipulated under the Regulations and the amendments there under from time to time. The Portfolio Manager has the discretion to stipulate the amount, which is higher than the SEBI specified amount as minimum amount acceptable as Corpus. On signing this Agreement, the Client shall deploy with the Portfolio Manager, such amount in Cash and/or in any other form of Securities. The Client may on one or more occasion(s) or on a continual basis, make further placement of Corpus under the Portfolio Product with the consent of Portfolio Manager.
- c) Subject to the Regulations and the terms of this Agreement, the Portfolio Manager shall have the sole and absolute discretion to invest the Client's funds in such Securities, by whatever name called including but not limited to:
 - i. equity and equity related securities, convertible stock and preference share of Indian companies;
 - ii. debentures (convertible and non-convertible), bonds and secured premium notes, swaps, futures and options, securitized debt, structured products, pass through certificates and instruments which are quasi-debt instruments, tax- exempt bonds of Indian companies and corporations;
 - iii. Government and trustee securities; units, magnums and other instruments of mutual funds; bank deposits;
 - iv. treasury bills;
 - v. commercial papers, certificates of deposit, liquid schemes of mutual funds and other similar money market instruments and derivatives. The Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted under Applicable Law;
 - vi. tradable or any other warrants;
 - vii. such other instrument(s) offered in private placements, arrangements, treaties, contracts or agreements for facilitating acquisition and/or disposing of investments as the case may be; and
 - viii. any other eligible mode of liquidity management investment within the meaning of the Regulations;
- d) The Portfolio Manager seeks to deploy the funds using the following investment methodology:
 - i. Securities that are given by the Client must be equity shares of the companies that are listed on NSE and/or BSE and must also be pre-approved by the Portfolio Manager as acceptable Securities. The Portfolio Manager may also specify the quantity of shares that could be accepted in the form of Securities and the Client shall bound to give such quantity as

specified by the Portfolio Manager.

- ii. Any Securities accepted as Corpus shall be valued at the latest closing price of those Securities at NSE and if no such price is available at NSE then at BSE, on a Business Day prior to the date of the receipt of the Securities in the demat A/c designated by the Portfolio Manager.
- iii. The Portfolio Manager shall liquidate the Securities of the Client on a best-efforts basis at its sole discretion, without any liability. The Securities shall be liquidated by the Portfolio Manager as follows:
 - The Securities would be transferred by the Client to the demat account designated by the Portfolio Manager and would be sold on a best effort basis. The amount deployed by the Client would be the amount realized from the sale of the Securities after deducting all costs and expenses thereof. The Client hereby agrees and undertakes not to raise any dispute as to the manner, mode and the price at which the Securities are sold.
 - In case the Portfolio Manager is unable to liquidate the Securities, the Portfolio Manager may return the same to the Client and the same shall be shown as withdrawal from the investments in the Portfolio.
- iv. The Portfolio Manager at his sole discretion may decide to hold the Securities as part of the Portfolio and liquidate in the normal course of its portfolio management activity.
- e) The objectives sought to be achieved by the Portfolio Manager are subject to the risks pertaining to the nature of the portfolio investments as stated herein under the heading - "Risk Factors" as captured in **Schedule E** to this Agreement and the Disclosure Document (as may be updated, amended, modified or revised from time to time) and the provisions of any supplemental agreement forming part of this agreement which may be entered into in future.
- f) The Portfolio Manager may take such steps, as may be necessary, incidental, ancillary or conducive to the fulfilment of the objective of this Agreement and necessary from time to time to realize the objectives without any limitation.
- g) When placing orders for buying or selling Securities, the Portfolio Manager may, at its discretion and for economies of scale, aggregate the orders of all or any its Clients, wherever permitted under the Applicable Law (including the Regulations). In case the Portfolio Manager aggregates the orders of its clients in accordance with this Clause 4(g) the inter se allocation of the trades among the clients shall be done on a pro rata basis and at the weighted average price of the day's transactions by the end of the day.
- h) The key investment guidelines are as follows:
 - i. Irrevocability: In the management of the Portfolio of the Client, the Portfolio Manager may, in its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments of the Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.
 - ii. Variations: Subject to the fees charged by the Portfolio Manager and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities of the Client's funds, would be to the account of and belong solely to the Client. Subject to the aforesaid, the Portfolio Manager, may from time to time:
 - purchase or sell Securities inter se among its clients;
 - have business relationship with the companies or corporations whose Securities are held, purchased or sold for the client's account;
 - act as principal, agent or broker in a transaction and may separately compensated in that capacity.
 - purchase, hold and sell for the Client's account any Securities that may have been held or acquired by it or by the Client with whom it has other business relationships.
 - iii. Investment of Funds: The Portfolio Manager shall keep the funds of the Client in the Client Pool Bank Account along with funds of all its other clients; provided however, the Portfolio Manager shall ensure that the funds of the Client are used only for the purpose of the purchase of Securities allowed and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of the Portfolio Manager and shall be maintained separately.
- i) The investment objectives or guidelines shall not be deemed to have been breached or violated by the Portfolio Manager if the changes in the price or value of the Securities in the Portfolio are brought about solely through movements in the stock market or any other factors which are beyond the control of the Portfolio Manager.

5. SCOPE OF SERVICES TO BE PROVIDED BY THE PORTFOLIO MANAGER

- a) The Portfolio Manager will manage the Portfolio as per the investment objectives and restrictions, if any, stated in this Agreement as well as in accordance with the SEBI Regulations, as amended from time to time and in accordance with Applicable Laws. Subject to such objectives and restrictions, the Portfolio Manager shall have complete discretion (including without prior reference, intimation or discussion with the Client) to buy, sell, retain, exchange or otherwise deal in any Securities and investments, place deposits, subscribe to issues and offer for sale and accept placing of any investments, effect transactions in any markets, take day to day decisions in respect of the funds of the Client and otherwise act as the Portfolio Manager judges appropriate in relation to the management of the Portfolio. It is hereby clarified that while providing such services, the Portfolio Manager is not guaranteeing or assuring any return on or protection of the Capital Contribution, either directly or indirectly.

6 RESPONSIBILITIES AND DUTIES OF THE PORTFOLIO MANAGER

- a) The Portfolio Manager shall keep confidential all proprietary information exchanged between the Client and the Portfolio Manager in the course of the Portfolio Manager's engagement hereunder unless the Portfolio Manager is legally compelled or required to disclose such information.
- b) The Portfolio Manager shall have its books of accounts audited annually at the end of each financial year by an independent chartered accountant.
- c) The Portfolio Manager shall subject to the provisions of the Regulations, permit the Client, at the Client's cost, to have the Portfolio Manager's books of accounts relating to the Client's transactions audited by an independent chartered account appointed by the Client. In view of the forgoing the Client shall be entitled to inspect all the relevant and material documents relating to its transactions by giving a notice of fourteen (14) days in writing to the Portfolio Manager. The accounting policy of the Portfolio Manager is mentioned in the Disclosure Document. The Portfolio Manager undertakes that all statements/document/reports furnished by it to the Client, at the Client's cost, shall present a true and fair view of the actual transactions.
- d) The Portfolio Manager shall ensure that it has provided the Client with the Disclosure Document along with a certificate in Form C prescribed under the PM Regulations prior to the execution of this Agreement or the same can be obtain by the client from the website of the Portfolio Manager.
- e) The Portfolio Manager shall be responsible for furnishing such information in accordance with the Regulations and take all the precautions and steps to be in compliance with the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015, as amended from time to time.
- f) The Portfolio Manager shall, on a quarterly basis and as and when reasonably requested by the Client, furnish to the Client or to such distributor who had referred the client to the portfolio manager such report as required under the regulations.
- g) The Portfolio Manager shall ordinarily purchase or sell Securities separately for each Client. However, in the event of aggregation of purchases or sale for economy of scale, allocation shall be done on a pro-rata basis at the weighted average price of the day's transaction.
- h) The Portfolio Manager shall be entitled to institute or defend legal proceedings in order to protect the Client's interest under this Agreement. The Client shall reimburse all costs and expenses incurred by the Portfolio Manager in instituting or defending such legal proceedings.
- i) Integrity and Fairness: The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.
- j) No Direct or Indirect Benefits: The Portfolio Manager and/or any of its officers, directors, employees or associates shall not derive any benefits, whether direct or indirect, from the Client's portfolio.
- k) Diligence: The Portfolio Manager shall exercise due care and diligence in rendering service to prevent the possibility of loss of capital under this Agreement. However, it is understood that investments are made on certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.
- l) Agents and Service Providers: The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement. And to acquire security in such instance and for such amount as it may think fit. Any such fees, expenses, charges paid/ incurred by the Portfolio Manager shall be borne by and debited to the Client's account.
- m) Bank Account: The Portfolio Manager shall be entitled to open and maintain one or more bank accounts and demat accounts for and on behalf of the clients, to deposit and withdraw monies/ Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination/ revocation of this Agreement.
- n) Delegation: The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered/obligated to perform. The Portfolio Manager may delegate to such persons, the authority/power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit from time to time, to enable such performance.
- o) The Portfolio Manager shall not make any statement or become privy to any act, practice or unfair competition, which is likely to be harmful to the interests of other portfolio managers or is likely to place such other portfolio managers in a disadvantageous position in relation to the portfolio manager himself, while competing for or executing an assignment.

7 RIGHTS OF THE PORTFOLIO MANAGER

- a) The Client hereby authorizes the Portfolio Manager to do all such acts or things on behalf on the Client as may be incidental or consequential to the discharge of its responsibilities under this Agreement.
- b) The Portfolio Manager may deal in Securities on behalf of the Client through any registered member/ broker of a recognized stock exchange, at its sole discretion.
- c) The Portfolio Manager may open and operate under Power of Attorney, Client DP Account(s) for and on behalf of the Client for depositing the Securities and fully operate the same for the purposes of this Agreement. Such depository account may be opened with any other depository participant at the sole discretion of the Portfolio Manager.
- d) The Portfolio Manager shall, to the extent of any monies, fees or other charges due to it from the Client under this Agreement have first and paramount lien on the Portfolio.
- e) The Client is aware that the Portfolio Manager may record conversations between the Client and/or the Client's representatives and the Portfolio Manager, over the telephone, and hereby specifically permits the Portfolio Manager to do so. Such records will be the Portfolio Manager's sole property.

- f) The Portfolio Manager shall from time to time:
1. Have business relationships with Portfolio Companies or corporations whose Securities are privately placed and to hold, purchase or sell to the Client's account from such stock of securities.
 2. Deal with any broker and/or dealer in securities, depository participants, approved intermediaries, banks or any other entity, to the extent permitted by Applicable Law, including entities in the same group.
 3. Purchase or hold or sell at the prevailing market price for the Clients account securities inter-se among two client accounts even if it enjoys business relations with the Client.
 4. The Portfolio Manager shall not lend any of the Securities under this Agreement.

8. OBLIGATIONS OF THE CLIENT/ CLIENT PARTICIPATION

a) Tax/es

The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all Tax/es payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that behalf. The tax may be deducted at source under applicable provisions of the Income Tax Act, 1961. The Client may, at his own cost, obtain advise from tax consultants, entirely at Client's risk as to cost and consequences.

b) Disclosure of Interest and Other Obligations

1. The Client confirms that other than the bodies corporate listed in **Schedule B** or as notified to the Portfolio Manager from time to time, the Client declares and confirms that he has no interest in any company or other body corporate, which will enable him to obtain unpublished price sensitive information of the body corporate. The Client undertakes to inform the Portfolio Manager, in writing, immediately of his acquisition of interest in any company or other body corporate that will enable him to obtain unpublished price sensitive information of such body corporate.
2. The Client confirms that other than the bodies corporate listed at **Schedule B** and as notified to the Portfolio Manager from time to time, acquisition of Securities of any company or other body corporate by the Portfolio Manager is not likely to result in breach of the Client's obligations under the Securities and Exchange Board of India (Substantial Acquisitions of Shares and Takeovers) Regulations, 2011 ("**Takeover Code**"). The Client undertakes to inform the Portfolio Manager, in writing, immediately of his acquisition of interest in any company or other body corporate that is likely to result in onerous obligations upon the Client and/ or the Portfolio Manager under the Takeover Code if Securities of the said company or body corporate are acquired by the Portfolio Manager as part of the Portfolio.
3. The Client undertakes that he shall be solely and absolutely responsible and liable for any breach or violation of any of his obligations under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations, 2015 and the Takeover Code whether arising out of a failure of the Client to inform the Portfolio Manager and shall indemnify the Portfolio Manager for any losses that it may incur in this regard.
4. The Client undertakes that he shall be solely and absolutely responsible and liable for the discharge of any onerous obligations under the Takeover Code becoming applicable to him and/or to the Portfolio Manager due to a failure of the Client to furnish information.
5. The Portfolio Manager and the Client or the Client and other clients of the Portfolio Manager shall in no circumstance constitute persons acting in concert or persons co-operating with each other (directly or indirectly) or persons having a common objective or purpose of substantial acquisition of shares or voting rights or gaining control over any company, whose shares are purchased by the Portfolio Manager on behalf of and on account of the Client pursuant to this Agreement.

c) Know Your Client Requirements

The Client shall adhere to any 'Know Your Client', 'Prevention of Money Laundering' and FATCA Implementation Rules requirements of the Portfolio Manager, including those in terms of the Prevention of Money Laundering Act, 2002 and the rules, regulations and circulars thereunder. In this regard, the Client shall provide to the Portfolio Manager any information and/or documents required by it at any time.

The Client shall furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under the Income-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Tax/es ("**FATCA Implementation Rules**").

The Client confirms that the Capital Contribution shall be made from legitimate sources and is not in any manner related to a contravention of Applicable Law.

d) Prohibition:

The Client warrants that he/ she has not been prohibited by SEBI, RBI or any other authority from investing in Securities and no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities.

e) Privity of Contract:

The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognize or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement, except in the case of duly constituted attorneys and/ or authorised agents who will be recognized strictly for the purpose of representation of the Client under this Agreement in accordance with the rights granted to such attorney.

f) Material Change:

In the event of (i) any change in name or address of the Client, or (ii) any change in the information submitted by the Client to the

Portfolio Manager, it shall be the duty of the Client to keep the Portfolio Manager duly informed to the change. The Portfolio Manager shall seek advice or appropriate directions, where required from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the clients which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit.

g) Pledge:

The Client shall not at any time during the term of this Agreement, create or agree to create a pledge or lien or any other encumbrance on the Portfolio or any part thereof except without the prior approval of the Portfolio Manager and subject to executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to creation of such pledge shall be borne by the Client.

h) Nomination:

If the Client is an individual, the Client may, by executing the Nomination Form (**Schedule D**), nominate any one or more individuals to receive all proceeds that have accrued on his Portfolio upon his/her death, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee/s in favour of and to the satisfaction of the Portfolio Manager as the Portfolio Manager's policies and procedures that may be in place in this regard. In case of joint holding, the joint holders shall jointly and not severally appoint one or more nominees. In case of such joint holding, the nomination process provided above shall become applicable only upon death of all the joint account holders of the Portfolio.

In case of death of a Client without having made a nomination or in the case of the nominee also having expired the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, Notarized or Certified /attested copy of the death certificate; Notarized or certified copy of the Will; Certified copy of probate or letter of administration or succession certificate; Know your client documents/ PAN; and Indemnity bond. etc. The Portfolio Manager would be under no liability to return the Portfolio to any person claiming to be the successor or the claimant of the client portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit):

Transfer/payment of the Portfolio to the nominee/s or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss, expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination; the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client's Portfolio.

9 FEES AND CHARGES

a) The Client hereby agrees to pay the Portfolio Manager fixed management fees and Performance Fee, if any, in accordance with **Schedule G** as consideration for availing of the Portfolio Manager's Services along with the below fees, charges and expenses. All Fees, Charges and expenses as listed below under i to v payable under this clause by the Client shall be subject to deduction of applicable tax at source under the Income Tax Act, 1961. All indirect tax leviable on fees and charges shall be borne and payable by the Client.

i. Custodian/ Depository Fees

The charges relating to opening and operation of dematerialized accounts, custody and transfer/transmission charges for shares, bonds and units, dematerialization and other charges in connection with the operation and management of the depository accounts would be at actuals and shall be borne by the Client. Such fees shall be payable on a monthly basis. Such fees/charges will be as charged to the Client on actuals as charged by the Custodian.

ii. Registrar and Transfer Agent Fee

Charges payable to registrars and transfer agents in connection with effecting transfer of securities and bonds including stamp charges, cost of affidavits, notary charges, postage stamp and courier charges would be at actuals and shall be borne by the Client. Such fees shall be payable on a monthly basis.

iii. Brokerage and Transaction Costs

The brokerage charges and other charges like service charge, stamp duty, transaction costs, turnover tax, exit and entry loads on the purchase and sale of shares, stocks, bonds, debt, deposits, units and other financial instruments would be at actuals and shall be borne by the Client. Such fees shall be payable as and when charged by the relevant Service Provider. Brokerage charges would be in the range of 10 bps to 30 bps.

iv. Certification and Professional Charges

Charges payable for outsourced professional services like accounting, taxation, audit and legal services, notarizations etc., for certifications, attestations required by bankers or regulatory authorities would be at actuals and shall be borne by the Client. Such fees shall be payable as and when charged by the relevant service provider. These charges will be charged to the Client on actuals and on accrual basis.

v. Account Opening and Other Charges

Includes charges related to stamp duty, stationary, postage, courier, notary, printing and other costs/expenses etc. These charges will be charged to the Client on actuals and on accrual basis.

b) Notwithstanding anything contained herein or elsewhere, as specified in Schedule G annexed hereto, payable during the tenor of this Agreement, shall be paid by the Client to the Portfolio Manager.

c) The Portfolio Manager shall share Fees charged as per **Schedule G** on page no. 46 in line with the agreement with the Distributor/Referrer for its services to the Portfolio Manager and the Client.

d) All Fees, Charges and Expenses under this clause and under the Agreement shall be reimbursed / paid out of the Client account.

10 REPRESENTATIONS AND WARRANTIES

- a) The Parties hereto represent and warrant that:
 - (i) Each of them has full power and authority to carry on their business;
 - (ii) The execution and delivery of this Agreement and all other agreements contemplated herein will not result in the breach of any terms and conditions of any agreement or deed, or constitute default under Applicable Law or other obligations to which he/she is bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body; and
 - (iii) The execution and delivery of this Agreement and the other acts/ covenants/ contemplated hereby have been duly authorized by all necessary approvals/ sanctions/ resolutions such as those of board of directors and shareholders actions.
- b) The Client shall ensure that he is eligible to enter into this Agreement. The Client having agreed to avail of the Services shall be deemed to have satisfied himself with regard to eligibility in this respect.
- c) The Client represents and warrants that he has received, read and understood the contents of the Disclosure Document sufficiently prior to the execution of this Agreement and that he/she has understood the risks involved in investing in the Securities and that the Client is financially capable of withstanding any loss incurred as a result of such investment.
- d) The Client hereby warrants that the Portfolio Manager shall have the full authority to execute in the name of and on behalf of the Client, all necessary deeds, documents, writings, applications, as may be necessary to be filed with any other financial organisations, institutions, depository participants, government bodies, or departments, in any manner relating to the management of the Client's account and its Portfolio and to take all necessary actions to enable the Portfolio Manager to effectively exercise the authority conferred in hereto and for any incidental and consequential actions.
- e) The Client hereby represents, warrants and assures the Portfolio Manager that the Capital Contribution handed over by him to the Portfolio Manager, absolutely belongs to him and there is no encumbrance on the same, of whatsoever nature, and that he shall not create any encumbrance on the Portfolio, whether by way of pledge, lien, mortgage, hypothecation or any other charge, during the currency of this Agreement without the prior approval of the Portfolio Manager.
- f) The Client acknowledges that the Portfolio may have Securities that have limited liquidity and consequently, the Portfolio Manager may not be able to liquidate the investment in such Security. In the event that the Portfolio Manager is unable to liquidate the investment in such Security, the Portfolio Manager may, if required in terms of this Agreement, deliver the Security to the Client.

11 TERMINATION/PARTIAL REDEMPTION

1. **Termination:** Subject to the terms of this Agreement and the PM Regulations, as amended from time to time, this Agreement and the Services may, at any time, be terminated under the following circumstances:
 - a) The Portfolio Manager shall be entitled to suspend or terminate this Agreement without prior notice, in any of the following circumstances:
 - i. The Client has breached any of the terms and conditions of this Agreement and/ or failed to comply with any obligation owed to the Portfolio Manager; whether under this Agreement or Applicable Law,
 - ii. Upon the disability, death, winding-up, bankruptcy, liquidation or lack of legal capacity of the Client;
 - iii. The Client has misrepresented facts at the time of entering into this Agreement or otherwise; or
Any proceedings or investigations that involve the Client have been initiated or are ongoing.
In case of termination of this Agreement due to the aforesaid circumstances, all fees, costs, expenses and risks shall be borne and immediately paid by the Client to the Portfolio Manager.
 - b) Notwithstanding the above, but subject to the other provisions of this Agreement, the Client may withdraw his funds under management with the Portfolio Manager at his own cost and risk in any of the following circumstances:
 - i. Termination of this Agreement by the Portfolio Manager for any reason;
 - ii. Suspension or cancellation of registration of the Portfolio Manager by SEBI;
 - iii. Bankruptcy or liquidation of the Portfolio Manager; or
 - iv. By operation of Applicable Law.
 - c) In addition to being entitled to terminate this Agreement under the aforesaid clauses, either Party may at any time terminate this Agreement by giving not less than ninety (90) days' written notice of termination.
 - d) In the event of the death of the Client during the currency of the Agreement, on receipt of a written notice of such an event and of the decision of the nominee of the Client to terminate the Agreement, (along with adequate proof of such nominee's claim), the Portfolio Manager may terminate this Agreement. Upon receipt of such notice, the Portfolio Manager shall cease the provision of the Services and the operations in respect of the Portfolio, and the Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager.
2. **Partial Redemption:** Where the Client wishes to make a partial redemption of the Portfolio managed by the Portfolio Manager, the client would have to give a written notice of redemption to the Portfolio Manager and basis the same the redemption would be processed and paid out to the Client. The pay-out would be subject to Client maintaining the minimum amount of fund under management as prescribed under the SEBI Regulations upon such redemption. The Portfolio Manager would endeavour to refund such portion of the redemption amount at the earliest but not exceeding 90 days, subject to such deduction, if any, as per clause 12 and 13 of this agreement.

12 CONSEQUENCES OF TERMINATION/PARTIAL REDEMPTION

- a) The following provisions of this Agreement shall survive the termination of this Agreement: Clauses 9,10,15 and 27. All rights

and obligations 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.

- b) Upon the termination of this Agreement/partial redemption request in accordance with Clause 11 above, the Client shall settle all dues owed by the Client under this Agreement towards fees, costs, charges and expenses, at the Portfolio manager's discretion, either by payment to the Portfolio Manager or through appropriate deductions from the Portfolio by the Portfolio Manager. For this purpose, the Client's dues shall include but not be limited to the following:
 - i. Performance Linked Fee, as mentioned in **Schedule G**;
 - ii. Expenses as described in the Agreement and as mentioned in Schedule G;
 - iii. Incidental Expenses at actuals, incurred by the Portfolio Manager on account of the Client;
 - iv. All tax/es, rates, fees, duties, brokerage, commissions, costs, charges, penalties, deductions, recoveries and/ or appropriations etc., to be charged/paid in accordance with law or otherwise on account of the Client;
 - v. For the setting up of any reserves which the Portfolio Manager may, in its sole and absolute discretion, deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio, including any tax demand that may arise;
 - vi. Any other dues, expenses, liabilities, obligations etc. owed by the Client to the Portfolio Manager or any other person/ due on account of the Client under this Agreement.
- c) Thereafter, subject to Clause 11, the Portfolio Manager shall sell the Securities acquired on behalf of the Client under this Agreement and hand over the Cash (after deducting any amount due to the Portfolio Manager under this Agreement) to the Client at the earliest but not exceeding 90 days from the date of notice of termination or event of termination as described in clause 11 (1) or request for partial redemption as per clause 11(2) . The Portfolio Manager sell the Securities at such price and upon such terms and conditions as it may, in its sole and absolute discretion, consider appropriate.
- d) Any costs, charges, tax/es and fees incurred by the Portfolio Manager in order to carry out the measures set out in this Clause 11 shall be borne by the Client and the Portfolio Manager may, at its sole and absolute discretion, bear these expenses from the Portfolio.
- e) On termination, the Portfolio Manager shall also give a detailed valuation report and statement of account to the Client reflecting the affairs of the Client on the date of termination.
- f) Upon completion of the measures contemplated in this Clause 12, the Portfolio Manager shall stand validly discharged of all obligations towards the Client in terms of this Agreement.
- g) In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.

13 REPAYMENT

- a) The Portfolio Manager, on termination and/or partial redemption as stated hereinabove, under clause 11 (1) and 11 (2), shall sell the Securities of the client in the client portfolio and arrange to deposit the net realizable value (after deducting any amount due to the Portfolio Manager under this Agreement) of the Securities within 90 days of receipt of notice for termination-partial withdrawal, subject to the Client fulfilling all its obligations under this Agreement, to such bank account as may be designated by the Client. With regard to the sale of Securities on such termination, the Portfolio Manager shall be entitled to deduct the following amounts from the Client's account:
 - i. Disbursements / payments, of amounts already made to the Client by the Portfolio Manager; and
 - ii. Any amounts levied and/or to be levied by the Portfolio Manager as described in Clause 12(b).
- b) The Portfolio Manager, by disbursement through payment or otherwise as provided in Clause 13(a) hereinabove, subject to all the above recoveries, deductions and appropriations, is validly discharged of all its obligations owed to the Client or its nominee, as the case may be, in respect of this Agreement.
- c) Any accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and/or replacements or any other beneficial interest including dividend, interest, rights, bonus, voting right arising out of the amount as per Clause 13(b) hereinabove, shall accrue to or vest in the Client and shall accrue to and/or continue to vest with the Portfolio Manager, which, if received by the Portfolio Manager shall be turned/made over to the Client.
- d) The Portfolio Manager, on termination and/or determination of this Agreement, as stated hereinabove and when requested by the Client, the Portfolio manager shall transfer the Securities acquired on behalf of the Client under this Agreement to the depository participant account held in the name of the Client.

14 LIABILITY OF THE PORTFOLIO MANAGER AND THE CLIENT

- a) The Portfolio Manager does not, directly or indirectly, assure or guarantee any minimum returns. The Portfolio Manager shall not be liable in case of depreciation in the value of the Securities in which the Portfolio Manager invests.
- b) The Client acknowledges and agrees that the Portfolio Manager (or its directors, officers, employees, agents, group entities, consultants or other representatives) shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any error of judgment, mistake or for any loss suffered by the Client in connection with the Services or in respect of any matter to which the Agreement relates unless such damage or loss is finally judicially determined to have resulted from fraud, willful misconduct or gross negligence of the Portfolio Manager. Without prejudice to the generality of the above, the Portfolio Manager shall not be liable for any loss or damage caused to the Client by reason of:
 - (i) Any delay, error, default and failure by the Client in providing instructions/communication to the Portfolio Manager;
 - (ii) Any bad deliveries of any of the Securities;

- (iii) Any loss or damage or delay caused during the transit of the Securities (whether by reason of an act or omission of the courier service or otherwise);
- (iv) Any other risks generally associated with transactions on the stock exchange(s) and markets in general.
- c) The Portfolio Manager shall not be liable for any loss, which may arise if it is prevented from discharging its obligations due to the occurrence of an event of Force Majeure (as defined in Clause 25).
- d) The Portfolio Manager shall exercise due care and diligence in appointment of service providers (who shall, upon appointment, be deemed to be the Client's agents) but shall not be responsible or liable in any manner whatsoever, for any negligence, lapse or any act of commission or omission on the part of the service providers in carrying out their duties or any instructions issued by the Portfolio Manager and any loss due to above shall be borne by the Client.
- e) The liability of the Client, at all times, shall be limited to the extent of the value of the Securities managed by the Portfolio Manager pursuant to this Agreement, provided however, the Client shall indemnify and hold harmless, the Portfolio Manager for liabilities (including tax claims) arising out of this Agreement even after the termination of this Agreement.

15 INDEMNITY TO PORTFOLIO MANAGER

- a) Without prejudice to the right of indemnity available to the Portfolio Manager under any law, the Portfolio Manager and every person appointed by the Portfolio Manager shall be entitled to be indemnified out of Capital Contribution and Securities in respect of all liability, losses and expenses incurred by them in the execution of these presents hereby declared or any of the powers, authorities and discretion vested in them pursuant to these presents and against all actions, proceedings, costs, claims and demands in respect of any matter of thing done or omitted in any way in relation to these presents, and the Portfolio Manager shall have a lien and may retain and pay out of any funds and Securities in their hands all sums or other amounts necessary to effect such indemnity.
- b) The Portfolio Manager shall not be responsible for any loss or expenses resulting to any Client, from the insufficient or deficiency of value of or title to any property or security acquired or taken on behalf of the Client or the insolvency or wrongful act of any debtor or any person under obligation to the Client or anything done in good faith in the execution of the duties of his office or in relation thereto.
- c) The Portfolio Manager shall have first and paramount lien on the Portfolio and the exclusive right thereon for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including, but without limitation, professional fees, transaction charges, tax/es, duties, costs and expenses) in connection with the management, operation and administration of the Portfolio.
- d) The Client shall indemnify and keep indemnified the Portfolio Manager from and against any charges arising out of payment of stamp duties or any tax/es, including income tax and other direct tax/es and from and against all costs, charges and expenses incurred by or levied on the Portfolio Manager under this Agreement on behalf of the Client.
- e) The Portfolio Manager shall not be responsible to the Client for any claim, loss or damage on account investments/disinvestments in different securities for different clients in the same scheme.

16 CUSTODIAL AGREEMENT

The Client authorizes the Portfolio Manager to maintain the Client's assets under any custodian ("Custodian") which the Portfolio Manager may appoint under the Regulations. The Portfolio Manager shall have the right to change custodians at any time for any reason.

17 RISKS AND CONFLICTS

a) Risks Involved

- (i) The Client acknowledges that he has received and read the Disclosure Document provided by the Portfolio Manager as specified in Schedule V of the PM Regulations along with a certificate in Form C as specified in Schedule I of the said PM Regulations.
- (ii) The Client acknowledges that he has read the Disclosure Document in respect of investing the funds in the capital and money market instruments including derivatives but not limited to equities and other Securities.
- (iii) The Portfolio Manager shall not be responsible for any loss or damage occasioned including-but not limited to market conditions, Force Majeure circumstances, delays on the part of companies, corporations or other authorities including Government authorities in registering transfer of securities or other factors beyond the control of the Portfolio Manager. The Securities which are so purchased and refused to be transferred in the name of the Client, by the company or corporation concerned, may be sold by the Portfolio Manager, at available market rate, at the risk and responsibility of the Client concerned only as per instructions from the Client in this regard.
- (iv) The Client acknowledges that he is aware of the obligations under the Takeover Code and is solely responsible for the obligations thereunder. The Client agrees and undertakes to inform the Portfolio Manager of any acquisition of Securities by him, directly or indirectly, which will result in the Client incurring an obligation to make announcements of the acquisitions upon reaching specified percentage limits or making an open offer under the Takeover Code.

Subject to applicable taxation laws, in force from time to time, the Portfolio Manager may on its own deduct any tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement, and shall certify the debit of tax at source to the Client's Account, on a pro-rata basis as far as practicable. The Portfolio Manager shall only distribute the net dividend to each Client's account. Any tax arising on the income earned by the Client in respect of the Securities or on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning of the Client under this Agreement. In the event of any demand being made on the Portfolio Manager by the appropriate revenue/ taxation authorities to pay certain amounts towards purported tax liability in connection with or arising from the transactions carried out by the Portfolio Manager on behalf of the Client, the Client hereby expressly authorizes the Portfolio Manager to comply with the demand and pay such amount to the revenue/taxation authorities and debit the Client's account accordingly.

b) Potential Conflicts:

The Client recognizes that the Portfolio Manager may have a direct or indirect interest or a relationship with another party, which may involve a potential conflict with the Portfolio Manager's duty to the Client. Further, the Client recognizes that the Portfolio Manager also acts as the investment manager to an alternative investment fund ("AIF") registered under the SEBI (Alternative Investment Funds) Regulations, 2012 which has the same strategy adopted by the Portfolio Manager for the Client under this Agreement. The Portfolio Manager shall not be liable to the Client for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions and the Portfolio Manager's fees shall not be abated thereby. For example, such potential conflicting interests may arise because:

- (i) The Portfolio Manager undertakes investment activities in its capacity as the investment manager of the AIF;
- (ii) The Portfolio Manager undertakes investment activities for other clients (including utilisation of pooling / investment vehicles which may have the same strategy adopted by the Portfolio Manager for the Client under this Agreement);
- (iii) The Portfolio Manager may provide investment advice to clients based in offshore jurisdictions;
- (iv) The transaction is in Securities issued by another client of the Portfolio Manager.
- (v) The transaction is in relation to an investment in respect of which the Portfolio Manager may benefit from a commission/ fee payable otherwise than by the Client and/ or the Portfolio Manager may also be remunerated by counter- party to any such transactions;
- (vi) Portfolio Manager may act as agent for Client for transactions in which it also acts as agent for account of other clients;
- (vii) The transaction is in units or shares of in-house funds or any company which the Portfolio Manager is the manager, operator, advisor or trustee;
- (viii) The Portfolio Manager may have regards, in exercising its management discretion, to the relative performance or other funds under its management;
- (ix) The transaction is in the securities of the company for which the Portfolio Manager has underwritten, managed or arranged an issue or offer for sale before the date of the transaction;
- (x) The Portfolio Manager or its associates/group companies may receive remuneration or other benefits by reason of acting in corporate finance or similar transactions involving companies whose securities are held by or on behalf of the Client;
- (xi) The transaction is in Securities in respect of which the Portfolio Manager, or a director or employee of the Portfolio Manager, is contemporaneously trading or has either a long or short position;
- (xii) The Portfolio Manager may facilitate transactions with or through the agency of another person with whom it has an arrangement under which that person will from time to time, provide to or procure for, The Portfolio Manager's services or other benefits, the nature of which are such that their provision may result in a situation leading to potential conflict.

The Client takes note of the potential conflict situations and confirms that notwithstanding this, the Portfolio Manager is authorized to make investments/ disinvestments on behalf of the Client, whether or not such investment/ disinvestments involve a conflict. The Portfolio Manager may, in its capacity as the investment manager of the AIF invest some or all part of the Portfolio in Securities which are also invested into by the AIF. The Portfolio Manager may invest any part of the Portfolio in Securities of its associates or group companies. The Portfolio Manager undertakes that in case of any such conflict of interest, it shall disclose to the Client possible sources of conflicts of interests or duties; it shall ensure fair treatment to all its clients and shall not place its own interest above those of its clients.

18 PORTFOLIO MANAGER MAY RELY ON ADVICE

The Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, professional agents or other persons acting as agents or advisers of the Portfolio Manager and the Portfolio Manager shall not be bound to supervise the acting of any such persons nor to verify the advice or information obtain there from and the Portfolio Manager shall not be liable for anything bonafide done or omitted or suffered in reliance upon such advice or information nor be responsible for the consequences of any mistake or oversight or error of judgement on the part of the Portfolio Manager or any attorney or agent of other person appointed by it hereunder.

19 ALTERATION

The Portfolio Manager may from time to time amend this Agreement if required, for complying with any change in the Regulations or Applicable Laws or if required under its corporate policies. The same shall be intimated to the Client by the Portfolio Manager. However, the Client has the right to terminate this Agreement in accordance with Clause 11 of this Agreement.

20 ASSIGNMENT

Either Party to this Agreement shall not assign or transfer all or any of its rights or obligations hereunder without the prior consent of the other Party.

21 MISCELLANEOUS

- a) All mails and notice from the Portfolio Manager to the Client shall be sent to the Client's last known address, as in sent to the address as stated in this Agreement.
- b) This Agreement sets forth the entire and exclusive understanding of the parties and supersedes and cancels any and all prior arrangements between the parties whether written or oral, relating to the management of the Client's Portfolio.
- c) No forbearance, indulgence or relaxation or inaction by the Portfolio Manager at any time, to require performance of any of the provisions of this Agreement shall, in any way, affect, diminish or prejudice the right of the Portfolio Manager to require performance of that provision and any waiver or acquiescence by the Portfolio Manager or any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a

waiver of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

- d) If any provisions of this Agreement, or the application thereof to any person or circumstance, is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflecting the original intent of the unenforceable provision.

22 GOVERNING LAW, JURISDICTION AND GOVERNMENT REGULATIONS

- a) This Agreement shall be governed and construed in accordance with the laws of India and subject to the provisions of Clause 23, shall be subject to the exclusive jurisdiction of the courts at New Delhi.
- b) The Portfolio Manager has formulated this Agreement as per rules, regulations, guidelines and circulars issued by SEBI, and other regulatory authorities. In case of a change in the Applicable Law, the Portfolio Manager shall modify the provisions of this Agreement and to the extent necessary to ensure conformity to the Applicable Law.

23 DISPUTES

- a) 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.
- b) All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and the Portfolio Manager 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 Mumbai and the language of Arbitration will be English.

24 REDRESSAL OF GRIEVANCES

The Client can approach the office of the Portfolio Manager for redressal of their grievances. For this purpose, Ms. Jasmeen Kaur has been appointed as the 'Investor Relations Officer' and in case of any complaints and/or grievances, the Client should approach:

Name of Person to Contact: Jasmeen Kaur

Address: Cowrks, WorldMark 1, Tower A, Aerocity, New Delhi – 110037, India.

Phone No: +91 9958620315

E-mail : jasmeen.kaur@fortunaasset.in

25 FORCE MAJEURE

a) Events of Force Majeure

An “**Event of Force Majeure**” means any circumstances not within the reasonable control of the Party affected (e.g. outage/ disruptions of internet, acts of God, public enemies, withdrawal of any license/certification required by Portfolio Manager to fulfil its obligations hereunder, embargo, boycott, sanctions, quarantine, riots, insurrection, civil disturbance, war, epidemic, pandemic etc.) but only if and to the extent that: (i) such circumstance, despite the exercise of reasonable diligence, cannot be, or be caused to be prevented, avoided or removed by such Party; and (ii) such events materially and adversely affects (in cost or time) the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

b) Effects of Force Majeure

Either Party shall be excused from performance and shall not be construed to be in default in respect of any obligations hereunder for so long as the failure to perform such obligation shall be due to an Event of Force Majeure.

c) Notice of Force Majeure

As soon as possible following the date of commencement of any Event of Force Majeure, if either Party wishes to invoke such Event of Force Majeure as a cause for delay in the performance of any obligation hereunder, it shall advise the other Party in writing of such date and the nature and the expected duration of such Event of Force Majeure and upon receipt of such advice and Parties shall use their best efforts to mitigate the effect of the Event of Force Majeure and ensure resumption of normal performance of this Agreement after the cessation of any event of Force Majeure.

26 NOTICES

- a) Any notice and other communications provided for in this Agreement shall be in writing and shall be transmitted by electronic transmission to the following addresses:
- (i) In the case of notices to the Portfolio Manager;
Address: Cowrks, WorldMark 1, Tower A,
Aerocity, New Delhi – 110037.
To: Compliance Officer
Phone No: +91 9958620315
E-mail: info@fortunaasset.in
- (ii) In case of notices to the Client; Address:
Telephone:
Attn: E-mail:
- b) All notices shall be deemed to have been validly given on the Business Day immediately after the date of transmission, if transmitted by electronic transmission.
- c) Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by

giving to the other not less than ten (10) days prior written notice. The Client undertakes to intimate the Portfolio Manager of change in address if any. Until then correspondence sent under certificate of posting/ by fax/ hand delivered at the last known address, of the Client shall be deemed to be sufficient service on the Client.

d) The Portfolio Manager shall be entitled to rely on any notice / communication purported to be sent by the Client.

27 CONFIDENTIAL RELATIONSHIP

The terms and conditions of this Agreement, and all information and recommendations furnished by the Portfolio Manager to the Client, shall be treated as confidential by the parties, and shall not be disclosed to third parties except as provided for in herein and except as required by applicable laws and in response to appropriate requests of regulatory authorities, or to ensure compliance with the guidelines in respect of prevention of money laundering and in furtherance of the Know Your Customer policy, the Portfolio Manager may require the Client to submit appropriate proofs of identification, provide other information relating to the Client's funds or as otherwise expressly agreed to in writing by the Parties.

28 PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership or agency or joint venture or association of persons between the Parties hereto.

IN WITNESS WHEREOF the Parties to agreement have caused these presents to be executed as of the date and year first above written.

SIGNED AND DELIVERED by

Fortuna Asset Managers LLP

through its Authorised Signatory



SIGNED AND DELIVERED
by the within named Client



through its Authorised Signatory in the presence of:


Witness name and address



1) _____

2) _____

All holders / Authorised sign and stamp 

Witness Signature 

SCHEDULE A DETAILS OF THE CLIENT

Name of the Client

Permanent Account Number

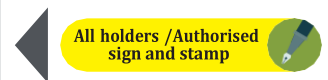
Address

(Please provide a cancelled blank cheque of the mentioned account)
Branch / City

BANK ACCOUNT DETAILS (Mandatory) [Refer Instructions] [Mandate for pay-out of Portfolio Contribution]									
Bank Name									
Account No									
Branch Address									
Pin Code						IFSC/ NEFT* Code			MICR Code
Account Type (Please ✓)	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> NRE	<input type="checkbox"/> NRO	<input type="checkbox"/> FCNR				

Please verify and ensure the accuracy of the bank details provided above. The Portfolio Manager shall not be held responsible for delays or errors in processing your request if the information provided is incomplete or inaccurate. [*indicates - Mandatory]

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Date

Place

SCHEDULE B: DECLARATION OF INTEREST IN VARIOUS BODY CORPORATES

To,
Fortuna Asset Managers LLP.Portfolio Management
Services (PMS)

Sub: Declaration of Interest in Body Corporates

Dear Sir / Madam,

I/We having entered into Portfolio Management Services agreement with Fortuna Asset Managers LLP. (Portfolio Manager), hereby declare that I/We may be considered as holding interest in various entities listed below which enables me/us to obtain unpublished price-sensitive information of the following body corporate/s:

Sr No.	Name of the Body Corporate	Nature of Interest
1		
2		
3		
4		
5		
6		

I/We undertake to intimate Portfolio Manager in case of any modification in the above-mentioned details including change in name, if any, of the Body Corporate.

In case any of the above-mentioned Body corporate/s are not already listed on the National Stock Exchange / Bombay Stock Exchange, I/We undertake to intimate the Portfolio Manager at least fifteen days prior to it / they being listed.

I/We understand that the Portfolio Manager may not invest in the equity shares of the above-mentioned companies on my/our behalf unless specified otherwise in writing by me/us.

I/We understand declare that the above-mentioned details constitute compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations 2015 and SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997).

For and on behalf of Client Name and Signature
(with rubber stamp for non-individuals)

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INVESTMENT RESTRICTIONS

To,
Fortuna Asset Managers LLP Portfolio
Management Services (PMS)

Sub: Investment in Discretionary Portfolio Management Services

Dear Sir/ Madam,

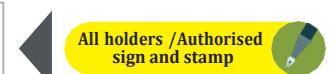
With reference to the Discretionary Portfolio Management Services Agreement entered with you, We request not to effect any of my our investments in any of the companies indicated below and or in any of the companies belonging to the industry (ies) as mentioned below:

Sr No.	Name of the Company / Name of the Industry

(Please attach additional list, if needed).

Thanking you,

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CONSENT FOR INVESTMENT IN ASSOCIATES OR RELATED PARTIES OF THE PMS

To,
Fortuna Asset Managers LLP
Portfolio Management Services (PMS)

Sub: Consent/Dissent for the investment in associates or related parties of the PMS.

As per the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 (“PM Regulations”), In case the client wants the Portfolio Manager to invest in the securities issued by associated/related parties of Portfolio Manager, it is mandatory for the Portfolio Manager to get a consent from the client on the same.

We request you to please indicate your consent or dissent as under:

Consent: Portfolio Manager **can** invest in the securities of its associates/related parties.

Dissent: Portfolio Manager **cannot** invest in the securities of its associates/related parties.

Thanking you,

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SCHEDULE C
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT I/We, _____
(Names of all account holders "Client"), holding PAN _____ and residing/having registered office at _____

AND WHEREAS, Fortuna Asset Managers LLP, incorporated under the Limited Liability Partnership Act, 2008 and having its registered office at Cowrks, Ground Floor and First Floor, Worldmark 1, Asset Area 11, Aerocity, New Delhi – 110 037, (hereinafter referred to as "Portfolio Manager" which expression shall include unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Service vide authorization No. **INP000008093**.

AND WHEREAS the Portfolio Manager has agreed to provide Portfolio Management Services and the Client has agreed to avail the same under the Portfolio Management Agreement of even date.

NOW THESE PRESENTS WITNESS for me/us, do hereby nominate constitute and appoint Fortuna Asset Managers LLP (the Portfolio Manager) acting through its officers as my/our true and lawful Attorney (hereinafter referred to as the said "Attorney") to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or given to the Portfolio Manager.

- 1) To take investment / disinvestment decisions in respect of the Client's portfolio of assets.
- 2) To make necessary application(s) on my behalf to any Officials or Authorities in India, including but not limited to, the Central Government and/or the Reserve Bank of India and/or the Income Tax Authorities and/or Securities and Exchange Board of India in connection with my/our purchase/sale/transfer holdings and continuing to hold Securities, and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the securities in my name.
- 3) The term "Securities" shall include equity shares, equity linked instruments, quasi equity instruments, preference shares, convertible securities, depository receipts, secured premium notes, pass through certificates, treasury bills, equity linked products, debt, hybrid debt products, mortgage-backed securities, commercial papers, notes, scrips, stocks, bonds, non-convertible debentures, debentures stock whether or not marketable or any other securities, as defined under the Securities Contracts (Regulation) Act, 1956, issued by the Portfolio Company.
- 4) To acquire by subscribing to or by purchase of securities and to sell, transfer and endorse the securities or redeem the same through signing and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring /redeeming the same, marking pledge / lien on such securities and/or for transferring the investments in the units of mutual fund from one scheme to another or between mutual funds, at your own discretion.
- 5) To make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any Company/Body/Authority and to receive and hold such rights or additional shares, bonds or debentures at your own discretion.
- 6) To issue orders and instructions for acquisition and disposal of investments for and on behalf of myself and to purchase or otherwise acquire, sell or otherwise dispose of and invest in securities including enter into foreign transactions required for this purpose.
- 7) To open and/or operate new or existing safe custody account or to keep in safe custody the securities acquired pursuant to the above authority.
- 8) To appoint, nominate or engage any broker and/or agent or sub-agent for effecting purchase and sale of the securities as mentioned above and to sign and submit such documents as may be required for admission as a client of such broker.
- 9) To appoint any other agent or sub-agent or substitute to perform all or any of the acts and deeds as may be performed by the Portfolio Manager by virtue of this Power of Attorney and to revoke such substitution(s) and to delegate all or any of the powers given herein to such a person or substitute(s), but so that the appointment of any such persons / substitute(s) shall not affect or prejudice the rights and powers of the Portfolio Manager to act hereunder and the Portfolio Manager may continue to do so notwithstanding such appointments.
- 10) To open, operate depository account with depository participant and to issue instructions relating to dematerialization or rematerialising of securities, freezing of accounts, to block and/or debit the account, to give delivery/receipt instructions, pledge instruction, pledge closure instructions, lending and borrowing instructions, and to do all such other things that may be required in the course of business relating to the depository account opened on my/our behalf including closure of the account if deemed necessary or expedient.
- 11) To open, close and operate bank account/s in the Client's name including pool account/s. The said Bank account be operated only by the Authorised Signatory/ies appointed by the Portfolio Manager from time to time.
- 12) Subject to Exchange Control Regulations in India to demand, receive and give good and effectual receipt(s) and discharge(s) for all or any dividends, interest, bonuses or any other sum(s) and/or income from the shares, debentures, units and other investments and to sign and endorse pay orders, dividend or other dues of whatever nature or account which are now or at any time may be due and payable and belong to me/or us on any account(s).
- 13) For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittances or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
- 14) To make such declarations, as may be required under applicable laws, being in force from time to time.
- 15) To collect and deposit the monies realized from sale of the securities and all interest/ dividends on my/ our behalf in such accounts at

the discretion of the Portfolio Manager and/or to invest the same in any other securities/units of mutual fund/ deposits or in any other instrument which the Attorney considers best under the circumstances.




- 16) To negotiate with any person whether body corporate or otherwise and effect the purchase/sale or securities on such terms and at such price as the said Attorney may consider best under circumstances.
- 17) To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debentures holders of any company in which Securities are acquired or held pursuant to this authority for and on my/our behalf and/or per my/our instructions.
- 18) To comply and/or cause to be complied with all statutory and other requirements attached to or arising out of these premises and for these purposes to take such steps and actions necessary or proper, including signing of affidavits, indemnity, declarations, legal documents, deeds and writings required.
- 19) And for all or any of the purpose aforesaid to appoint from time to time a substitute and to revoke such substitution but so that the appointment of any such substitute shall not affect or prejudice the rights or Power of the Attorney to act hereunder and the Attorney may continue to do so notwithstanding such appointments.
- 20) This Power of Attorney given under my/our hands is irrevocable by me/us during the tenure of the Portfolio account with the Portfolio Manager, is operational in accordance with the terms and conditions of such portfolio(s) schemes statutory regulations.
- 21) To appoint any investment advisor, custodians, agents, representative, banks, service provider or other person as the Portfolio Manager may deem fit from time to time to perform any of the functions which the Portfolio Manager is empowered / obligated to perform and to delegate to such persons the authorities/ power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions as the Portfolio Manager may deem fit from time to time to enable such performance.
- 22) To receive, deliver endorse, dematerialize, rematerialize or otherwise transfer and assign all securities issued by any Government or local authorities, shares, stocks or debentures in any company or corporation, whether incorporated in India or in any other country including the said Attorney or any other stocks, funds, debentures and securities of any description, including any units issued by any unit trust or mutual fund (hereinafter referred to as "securities") which do now or shall hereafter stand in our name which we may now or at any time hereafter acquire.
- 23) To accept and sign transfer unto our name or in the name of any other person any securities, dematerialized/rematerialized balances/statements.
- 24) To apply for and accept allotments of any securities, rights, bonus issues or its equivalent in dematerialized form.
- 25) To open and operate upon such accounts as may be designated by us for the purpose of giving effect to the powers set out in these presents and/or in the Custodial Services Agreement.
- 26) To demand, recover, enforce payment of, collect, receive and give good and sufficient receipts, discharges and indemnities for and in respect of all dividends, interest, income debts, principal monies, interest and any sums due under any such investments, securities, rights and things to which we are or may be entitled whether solely or jointly with any other person or persons or corporation.
- 27) To sign and endorse all cheques, promissory notes, bills of exchange or other orders for the payment of money to which the signature or endorsement of or on our behalf may be needed or deemed expedient.
- 28) To sign, seal, execute, deliver and to do such deeds, transfer, agreements, receipts, releases, discharges, instruments, application, contracts, transfer deeds, surrenders, dividend mandates or other documents and Fixed Deposit applications, acts and things as may be necessary in relation to the powers hereby granted or any of them.
- 29) To perform all such acts at any time as may be deemed by our attorney to be advisable including without limitation the generality thereof: executing and delivering indemnities, guarantees, receipts and/or other documents as may be necessary or desirable.
- 30) To endorse and transfer to the said Attorney, any securities of any description, whatsoever.
- 31) To present for payment and collect the amount payable upon all securities which may mature or be called, redeemed or retired or otherwise become payable.
- 32) To surrender securities in temporary form for definitive securities.
- 33) To hold all stock dividends, rights and similar securities with respect to any securities held by the client.
- 34) To deliver securities/dematerialized balances/statements in exchange for other securities or cash issued or paid in connection with the liquidations, re-organization, re-financing merger, consolidation or re-capitalization of any corporation or upon the exercise of any rights or conversion privileges.
- 35) To make such transfers or exchanges of the assets held by us.
- 36) Generally, to act on the premises as fully and effectually as we could act if personally present
- 37) To take all necessary actions, including signing of all necessary applications and other documents, for the remittance to us in US Dollars (or other convertible currency) the sale proceeds of any shares, bonds and securities sold by us or sold on our behalf.
- 38) To apply for and carry out the necessary procedures for receiving tax exemption under the relative provisions of the income-tax laws, or under the Rules, notifications or order made thereunder, or under the relevant Avoidance of Double Taxation Treaty, if any.
- 39) To receive and transmit to us notices of Shareholders' meetings, dividend notices and any other related information.
- 40) To attend and vote or appoint any person to attend and vote as our proxy at any meetings of the company and/or its creditors and to effect, sanction or oppose any exercise or modification of rights relating to the said investments or any of them, in accordance with our instructions.
- 41) To make applications to any regulatory agencies in India for purchase or acquisition in any other manner or for sale or transfer of any securities or for such purpose as the attorney may consider appropriate, and to act, appear in any legal proceedings for or against us and to retain any lawyers, though not bound to do so.
- 42) To appoint a substitute/s and remove him at any time as the Attorney may consider appropriate.
- 43) To delegate to such person/body corporate to be appointed Constituted Attorney in our name and that of our attorneys with the power

NOMINATION FORM (SCHEDULE D)

<input type="checkbox"/> <input type="checkbox"/>
--

I/We wish to make a nomination and do here by nominate the following person in whom all rights and/ or amount payable in respect of all my/ our investments made in **FORTUNA ASSET MANAGERS LLP**

Nomination can be made upto three nominees in the account.

	Details of 1st Nominee	Details of 2nd Nominee	Details of 3rd Nominee
Name of the nominee(s)			
Share of each Nominee	%	%	%
<i>Any odd lot after division shall be transferred to the first nominee mentioned in the form.</i>			
Relationship with the applicant			
Date of Birth of Nominee(s)			
Address of Nominee(s)			
Nominee(s) PAN / AADHAAR (Please attach copy of PAN or Aadhaar card)			
Mobile No of the Nominee(s)			
Email Id of the Nominee(s)			
In case Nominee is minor please provide below details:			
Date of Birth			
Name of Guardian			
Address of Guardian			
Guardian PAN / AADHAAR (Please attach copy of PAN or Aadhaar card)			
Mobile No. of the Guardian(s)			
Email Id of the Guardian(s)			
Relationship of Guardian with nominee			
	Name (s) of holder (s)		Signature (s) of holder
Sole/ First Holder <i>(in case minor)</i>		1st Applicant Signature	
Second Holder		2nd Applicant Signature	
Name of the Witness			Date <input type="text"/>
Address of the Witness		Witness Signature	

Instructions related to nomination are as below:

- I. The nomination can be made only by individuals holding beneficiary owner accounts on their own behalf singly or jointly. Non-individuals including society, trust, body corporate, partnership firm, karta of Hindu Undivided Family, holder of power of attorney cannot nominate. If the account is held jointly all joint holders will sign the nomination form.
- II. A minor can be nominated. In that event, the name and address of the Guardian of the minor nominee shall be provided by the beneficial owner.
- III. The Nominee shall not be a trust, society, body corporate, partnership firm, karta of Hindu Undivided Family or a power of Attorney holder. A nonresident Indian can be a Nominee, subject to the exchange controls in force, from time to time.

IV. Nomination in respect of the beneficiary owner account stands rescinded upon closure of the beneficiary owner account. Similarly, the nomination in respect of the securities shall stand terminated upon transfer of the securities.

SCHEDULE E

RISK FACTORS

An indicative list of the risks associated with investing through the Services is set out below: General Risk Factors:

- (i) Investments in Securities are subject to market risks, which include price fluctuation risks. There is no assurance or guarantee that the objectives of any of the Portfolios will be achieved. The investments may not be suited to all categories of Investors.
- (ii) The past performance of the Portfolio Manager in any Portfolio is not indicative of the future performance in the same or in any other Portfolio either existing or that may be offered. Investors are not being offered any guaranteed or indicative returns through these services.
- (iii) The performance of the Portfolio maybe affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- (iv) The performance in the equity portfolios may be adversely affected by the performance of individual companies, changes in the market place, company specific and industry specific and macroeconomic and regulatory factors.
- (v) The performance of the assets of the Client may be adversely affected by the performance of individual securities, changes in the market place and industry specific and macroeconomic factors.
- (vi) The debt investments and other fixed income Securities maybe subject to interest rate risk, liquidity risk, credit risk, and reinvestment risk. Liquidity in these investments may be affected by trading volumes, settlement periods and transfer procedures.
- (vii) Investments in niche sectors run the risk of volatility, high valuation, obsolescence and low liquidity.
- (viii) The Portfolio Manager may invest in non-publicly offered debt securities and unlisted equities.
- (ix) This may expose the Client's Portfolio to liquidity risks.
- (x) Engaging in Securities lending is subject to risks related to fluctuations in collateral value/ settlement/ liquidity/ counter party.
- (xi) Portfolio services using derivatives, futures and options are affected by risk different from those associated with stock and bonds. Such investments are highly leveraged instruments and their use requires a high degree of skill, diligence and expertise. Small price movements in the underlying security may have a large impact on the value of derivatives and futures and options. Some of the risks relate to mis-pricing on the improper valuation of derivatives and futures and options and the inability to correlate the positions with underlying assets, rates and indices. Additionally, the derivatives and future and options market is nascent in India.
- (xii) The Portfolio Manager is not responsible or liable for any loss resulting from the operations of the portfolio management services. All Portfolios under portfolio management are subject to change at any time at the discretion of the Portfolio Manager.
- (xiii) Investment decisions made by the Portfolio Manager may not always be profitable.
- (xiv) Investments made by the Portfolio Manager are subject to risks arising from the investment objective, investment strategy and asset allocation.
- (xv) The arrangement of pooling of funds from various clients and investing them in Securities could be construed as an Association of Persons' ('ADP') in India under the provisions of the Income-Tax Act 1961 and taxed accordingly.
- (xvi) In case of investments in schemes of mutual funds, alternative investment funds and venture capital funds, the Client shall bear the recurring expenses and performance fee, if any, of the portfolio management services in addition to the expenses of the underlying schemes. Hence, the Client may receive lower pre-tax returns compared to what he may receive had he invested directly in the underlying schemes in the same proportions.
- (xvii) After accepting the corpus for management, the Portfolio Manager may not get an opportunity to deploy the same or there may be delay in deployment. In such situations, the Clients may suffer opportunity loss.
- (xviii) The Portfolio Manager has no previous experience or track record as a portfolio manager.
- (xix) The investment objectives of one or more of the investment profiles could result in concentration of a specific asset/asset class/sector/ issuer etc., which could expose the Clients' Portfolio to risks arising out of non-diversification, including improper and/or undesired concentration of investment risks.

Specific Risk Factors:

- (xx) Market Risk: The Net Asset Value ("NAV") of the Portfolio will react to the securities market movements. The investor could lose money due to fluctuation in the of Portfolio in response to factors such as economic and political developments, changes in interest rates and perceived trends in securities market movements and over longer periods during market downturns.
- (xxi) Market Trading Risks - Absence of Active Market: Although Securities are listed on the exchange(s), there can be no assurance that an active secondary market will develop or be maintained.
- (xiii) Lack of Market Liquidity: Trading in Securities on the exchanges) may be halted because of market conditions or for reasons that in the view of the exchange Authorities or SEBI, trading in a particular Security is not advisable. In addition, trading in Securities is subject to trading halts caused by extra ordinary market volatility and pursuant to exchange and SEBI 'circuit filter' rules. There can be no assurance that the requirements of the market necessary to maintain the listing of Securities will continue to be met or will remain unchanged. ETF may trade at prices other than NAV: ETF may trade above or below their NAV The NAV or ETF will fluctuate with changes in the market value of Scheme's holdings of the underlying stocks. The trading prices of ETF will fluctuate in accordance with changes in their NAVs as well as market supply and demand of ETF. However, given that ETF can be created and redeemed only in creation units directly with the mutual fund, it is expected that large discounts or premiums to the NAVs of ETFs will not sustain due to availability of arbitrage possibility.
- (xiii) Regulatory Risk: Any changes in trading regulations by the exchange(s) or SEBI may affect the ability of market maker to arbitrage resulting into wider premium/ discount to NAV for ETFs. In the event of a halt of trading in market the Portfolio may not be able to achieve the stated objective,
- (xxiv) Asset Class Risk: The returns from the types of Securities in which the Portfolio Manager invest may underperform returns from the various general securities markets or different asset classes. Different types of securities tend to go through cycles of

outperformance and underperformance in comparison of the general securities markets.

- (xxv) Performance Risk: Frequent rebalancing of Portfolio will result in higher brokerage/ transaction cost. Also as the allocation to other Securities can vary from 0% to 100%, there can be vast difference between the performance of the investments and returns generated by underlying securities.
- (xxvi) Interest Rate Risk: Changes in interest rates may affect the returns/ NAV of the liquid/ debt scheme of mutual fund in which the Portfolio Manager may invest from time to time. Normally the NAV of the liquid scheme increases with the fall in the interest rate and vice versa. Interest rate movement in the debt market can be volatile leading to the possibility of movements up or down in the NAV of the units of the liquid/ debt funds.
- (xxvii) Credit Risk: Credit risk refers to the risk that an issuer of fixed income security may default or may be unable to make timely payments of principal and interest. NAV of units of the liquid scheme is also affected because of the perceived level of credit risk as well as actual event of default.
- (xxviii) Model Risk: Investments in the Market Linked Debentures (MLDs) are also subject to model risk. The MLDs are created on the basis of complex mathematical models involving multiple derivative exposures which may or may not be hedged and the actual behaviour of the Securities selected for hedging may significantly differ from the returns predicted by the mathematical models.
- (xxix) Investments in Derivative Instruments: As and when the investments are done in derivative market, there are risk factors and issues concerning the use of derivatives that the investors should understand. Derivative products are specialized instrument that require investment technique and risk analysis different from those associated with stocks. The use of derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivative requires the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price. There is a possibility that loss may be sustained by the Portfolio as a result of the failure of another party (usually referred as the "Counter Party") to comply with the terms of the derivative contract. Other risks in using derivatives include but are not limited to:
 - (a) Credit Risk: This occurs when a counterparty defaults on a transaction before settlement and therefore it involves negotiation with another counter party, at the then prevailing (possibly unfavourable) market price, in order to maintain the validity of the hedge. For exchange traded derivatives, the risk is mitigated as the exchange provides the guaranteed settlement but one takes the performance risk on the exchange.
 - (b) Market Liquidity: This risk is where the derivatives cannot be sold (unwound) at prices that reflect the underlying assets, rates and indices.
 - (c) Model Risk: This is the risk of mis-pricing or improper valuation of derivatives.
 - (d) Basis Risk: This risk arises when the instrument used as a hedge does not match the movement in the instrument/ underlying asset being hedged. The risks may be inter-related also; for e.g. interest rate movements can affect equity prices, which could influence specific issuer/ industry assets. The risk of loss associated with futures contracts is potentially unlimited due to the low margin deposits required and the extremely high degree of leverage involved in futures pricing. As a result, a relatively small price movement in a derivative contract may result in an immediate and substantial loss or gain. However, the Portfolio Manager will not use derivative instruments, options or swap agreements for speculative purposes or to leverage its net assets and will comply with applicable SEBI Regulations. There may be a cost attached to buying derivative instrument. Further there could be an element of settlement risk, which could be different from the risk in settling physical shares. The possible lack of a liquid secondary market for a derivatives contract may result in inability to close the derivatives positions prior to their maturity date.
- (xxx) Illiquidity Risk: The corporate debt market is relatively illiquid vis-a-vis the government securities market. There could therefore be difficulties in exiting from corporate bonds in times of uncertainties. Further, liquidity may occur only in specific lot sizes. Liquidity in a Security can therefore suffer Even though the Government securities market is more liquid compared to that of other debt instruments, on occasions, there could be difficulties in transacting in the market due to extreme volatility or unusual constriction in market volumes or on occasions when an unusually large transaction has to be put through. Trading in specified debt securities on the Exchange may be halted because of market conditions or for reasons that in the view of the Exchange Authorities or SEBI, trading in the specified debt security is not advisable. There can be no assurance that the requirements of the securities market necessary to maintain the listing of specified debt security will continue to be met or will remain unchanged. In such a situation, the Portfolio Manager at his sole discretion will return the Securities to the Client.
- (xxxi) Zero Return Risk: Returns on investments undertaken in structured securities would depend on occurrence / non-occurrence of the specified event. Thus, returns may or may not accrue to an investor depending on the occurrence/non-occurrence of the specified event.
- (xxxii) Redemption Risk: The payoffs as envisaged in structured securities are such that the Client may lose a part/entire amount invested.
- (xxxiii) Risk of Real Estate investment: Investment in Securities of companies investing in real estate is subject to risk of fluctuations in real estate prices. Portfolio returns are dependent on real estate market. Investor could lose money if real estate prices go down at the time of maturity.
- (xxxiv) Specific Risk factors and Disclosures pertinent to Structured Notes & Securitised debt instruments:
 - (a) Presently, secondary market for such securitised papers is not very liquid. There is no assurance that a deep secondary market will develop for such Securities. This could limit the ability of the investments to resell them. Even if a secondary market develops and sales were to take place, these secondary transactions may be at a discount to the initial issue price due to changes in the interest rate structure.
 - (b) Securitised transactions are normally backed by pool of receivables and credit enhancement as stipulated by the rating agency, which differ from issue to issue. The credit enhancement stipulated represents a limited loss cover to the Investors. These certificates represent an undivided beneficial interest in the underlying receivables and there is no obligation of either the issuer or the seller or the originator, or the parent or any affiliate of the seller, issuer and originator No financial recourse is available to the Certificate Holders against the Investors' Representative. Delinquencies and credit losses may cause depletion of the amount available under the credit enhancement and thereby the Investor payouts may get affected

if the amount available in the credit enhancement facility is not enough to cover the shortfall. On persistent default of an obligor to repay his obligation, the Seller may repossess and sell the underlying asset. However, many factors may affect, delay or prevent the repossession of such asset or the length of time required to realize the sale proceeds on such sales. In addition, the price at which such asset may be sold may be lower than the amount due from that obligor.

- (c) The structured notes like the index linked securities, in which funds are proposed to be invested in, are high risk instruments. 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.
- (d) 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 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, maybe 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;
- (e) The equity Index linked securities, even after being listed, may not be marketable or may not have a market at all;
- (f) The returns on the structured securities, primarily are linked to the S&P CNX Nifty Index 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.
- (g) The return on investment in Securities would 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
- (h) 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 cannot 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 there for will attach to the issuer of equity index linked securities /asset management company;
- (i) 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.
- (j) 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.
- (k) 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.
- (l) 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.
- (m) 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.

SCHEDULE F

ILLUSTRATION ON FEES AND CHARGES (for illustration purposes only).

Key assumptions are:
a. Size of sample portfolio: Rs. 50 Lacs
b. Period: 1 year
c. Hurdle Rate: 10% of the amount invested
d. Brokerage/ DP charges/ transaction charges (as % of assets under management): 0.50%
e. Management fee 1.75%
f. Performance fee: 20% of profits over Hurdle Rate
g. The frequency of calculating all fee is annual.

SCENARIO 1: Portfolio Performance in any year: Gain of 20%

Nature of Fee	Amount in ₹	Amount in ₹
Capital Contribution (net of documentation, stamp duty, e-signing, digital onboarding charges, approx. Rs. 1,000 one- time on onboarding)	50,00,000	50,00,000
Add: Profits on investment during the year @ 20% on assets under management	10,00,000	60,00,000
Less: Brokerage/DP charges/Custody/Fund Accounting/Stamp Duty/any other similar charges up to 0.50% of Capital Contribution	-25,000	-2,12,500
Less: Management Fee up to 1.75% of Capital Contribution	-87,500	
Less: Performance Fee 20% above Hurdle Rate	-1,00,000	
Net Value of the Portfolio at the end of the year		57,87,500
% change over capital contributed		15.75%

Calculation of Performance Fee for the above table:

Nature of Fee	Amount in ₹
A. Profit for the year	10,00,000
B. Less: Minimum profit level (Hurdle Rate @ 10% on Rs. 50,00,000)	5,00,000
C. Amount on which Performance Fee to be calculated (= B - A)	5,00,000
D. Performance Fee (@ 20% of C)	1,00,000

SCENARIO 2: Portfolio Performance in any year: Loss of 20%

Nature of Fee	Amount in ₹	Amount in ₹
Capital Contribution (net of documentation, stamp duty, e-signing, digital onboarding charges, approx. Rs. 1,000 one- time on onboarding)	50,00,000	50,00,000
Less: Loss on investment during the year @ 20% on assets under management	-10,00,000	40,00,000
Less: Brokerage/DP charges/Custody/Fund Accounting/Stamp Duty/any other similar charges up to 0.50% of Capital Contribution	-25,000	-1,12,500
Less: Management Fee up to 1.75% of Capital Contribution	-87,500	
Less: Performance Fee 20% above Hurdle Rate	0	
Net Value of the Portfolio at the end of the year		38,87,500
% change over capital contributed		-22.25%

SCENARIO 3: Portfolio Performance in any year: No Change

Nature of Fee	Amount in ₹	Amount in ₹
Capital Contribution (net of documentation, stamp duty, e-signing, digital onboarding charges, approx. Rs. 1,000 one- time on onboarding)	50,00,000	50,00,000
Add: Gain on investment during the year @ 0% on assets under management	0	50,00,000
Less: Brokerage/DP charges/Custody/Fund Accounting/Stamp Duty/any other similar charges up to 0.50% of Capital Contribution	-25,000	-1,12,500
Less: Management Fee up to 1.75% of Capital Contribution	-87,500	
Less: Performance Fee 20% above Hurdle Rate	0	
Net Value of the Portfolio at the end of the year		48,87,500
% change over capital contributed		-2.25%

(Please Note: All the figures in the table have been assumed for the purpose of illustration).

FEES STRUCTURE -Schedule G

Direct Plan (please select)

Regular Plan - Distribution (please select)

Fortuna One: Long term Capital Compounding Approach (please select scheme)

Fee Structure			
	Fees Structure	Rate	Frequency
1	Fixed Management Fee	___ % p.a	Management Fee will be charged on a monthly basis.
	> Fixed Management Fee at ___% p.a. will be charged on a monthly basis , on average AUM for the month.		
2	Performance Fee	___% p.a (Over a hurdle rate of __% p.a.)	Performance Fee will be charged on a half-yearly basis.
	> Performance Fee at ___% p.a. over a hurdle rate of ___% p.a., based on the High Watermark principle.		
	> The Performance fee will be charged on a half-yearly basis .		

Fortuna Two: Inflation Protect Approach (please select scheme)

Fee Structure			
	Fees Structure	Rate	Frequency
1	Fixed Management Fee	___% p.a	Management Fee will be charged on a monthly basis.
	> Fixed Management Fee at ___% p.a. will be charged on a monthly basis , on average AUM for the month.		
2	Performance Fee	0 % p.a (Over a hurdle rate of 0% p.a.)	Performance Fee will be charged on a quarterly basis.
	> Performance Fee at 0 % p.a. over a hurdle rate of 0% p.a. , based on the High Watermark principle.		
	> The Performance fee will be charged on a quarterly basis .		

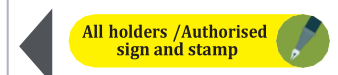
PLEASE NOTE: NO EXIT LOAD WILL BE CHARGED TO THE CLIENT AT THE TIME OF REDEMPTION OR EXIT.

Request you to kindly write the below mentioned statement in your own hand-writing in the box given below.

Statement: ("I have gone through the above Illustration and the Fees Structure and have understood the same.")

✎

Signed and Delivered by



Applicant/Authorised Signatory

SCHEDULE H

RISK PROFILER – QUESTIONNAIRE

1. **Which age Bracket do you belong to?**
 - a. 65 years and above
 - b. 46 to 64 years
 - c. 31 to 45 years
 - d. 18 to 30 years
2. **Your Total Net-worth is in which bracket??**
 - a. Below Rs. 1 Crore
 - b. Between Rs. 1 to Rs. 2 Crore
 - c. Rs. 2 to Rs. 5 Crore
 - d. Above Rs. 5 Crore
3. **Investment/Trading experience?**
 - a. Less than a year
 - b. 1 to 3 years
 - c. 3 to 5 years
 - d. More than 5 years
4. **Your Investment Experience is largely into?**
 - a. Fixed Deposit
 - b. Insurance and Fixed Deposit
 - c. Insurance, Fixed Deposit and Mutual Funds
 - d. Insurance, Fixed Deposit, Mutual Funds, Stocks
5. **What is your return expectation from the portfolio?**
 - a. Best: 10% to 20%
 - b. Best: 20% to 30%
 - c. Best: 30% to 40%
 - d. Best: Above 40%
6. **When do you expect your investments to be withdrawn?**
 - a. Less than 1 Year
 - b. Between 1 year to 3 years
 - c. Between 3 years to 5 years
 - d. After 5 years
7. **How much loss can you absorb in your Portfolio?**
 - a. Loss: 0% to 5%
 - b. Loss: 6% to 10%
 - c. Loss: 11% to 15%
 - d. Loss: Above 15%

Scoring: If your answer is 1, you score 1 point, if your answer is 2, you score 2 points and so on

Total Score

CATEGORIZATION	SCORE	PLEASE(✓)
Conservative	Upto 9	
Moderate	10-18	
Aggressive	19-28	

Client Declaration:

I/We hereby understand that my risk profile is as per table above and would request Fortuna Asset Managers LLP to advise/manage my/our investments basis this categorization. I/we take complete responsibility and liability of my investment and my investment decision is not influenced by any sales promotion or promise of returns whatsoever My/our investments are advised by multiple advisors/managers, hence monitoring of investment asset allocation on my/our entire portfolio and investment objective is my/our sole responsibility.

All holders /Authorised sign and stamp



SCHEDULE I

APPLICATION OF THE CLIENT

I/We am/are enclosing herewith the documents/agreements as required for registering as a client for availing the Portfolio Management Services.

I/We hereby place Rs. _____/-

(Rupees _____ only)

BANK TRANSFER DETAILS					
Bank Name					
Account No		Branch/ City			
Branch Address					
Pin Code		IFSC / NEFT CODE		MICR CODE	
Account Type (Please tick)	Savings <input type="checkbox"/>	Current <input type="checkbox"/>	NRE <input type="checkbox"/>	NRO <input type="checkbox"/>	FCNR <input type="checkbox"/>

AND/OR

List of Securities as detailed below:

Sr No.	Name of Securities	Quantity
1		
2		
3		

Please attach a detailed list of Shares/Securities and the CML Copy for verification and subsequent transfer of Shares/Securities.

As initial corpus under the Discretionary Portfolio Management in the following Scheme(s).I/We hereby confirm that I/We have chosen the below mentioned Scheme(s) and have decided to invest the below mentioned amount:

FORTUNA ONE - Long term Capital Compounding Approach	FORTUNA TWO - Inflation Protect Strategy
Amount - Rs. _____	Amount - Rs. _____

Note: I / We undertake to keep top-up the investment / securities in such a manner to ensure the total always is equal to or more than Rs. 50 Lakh, the minimum prescribed amount for a PMS client.

First / Sole Holder
/ Authorized Signatory

Second Holder
/ Authorized Signatory

Third Holder
/ Authorized Signatory

SCHEDULE J

Acknowledgement for Receipt of Disclosure Document and Understanding of Key Terms

To,
 Fortuna Asset Managers LLP
 Cowrks, Worldmark 1, Ground Floor & First Floor
 Aerocity, New Delhi, 110037

Dear Sir/Madam,

Subject: Acknowledgment for receipt of Disclosure Document and understanding the key terms

I/We, _____ residents of/having Registered/principal office at

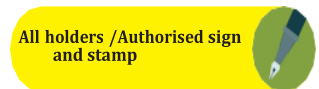
here by acknowledge and confirm that:

1. A copy of the disclosure document (along with a certificate in Form C), has been shared with me/us. I/we have understood all terms related to the portfolio management services.
2. I/We intend to open PMS account with Fortuna Asset Managers LLP (Portfolio Manager). I/We request Portfolio Manager to download and use KYC details and documents available with KYC Registration Agency (KRA) /CKYC. I/ We undertake and confirm that the KYC details & documents as available on KRA/CKYC are updated and correct.
3. This is a Discretionary Portfolio Management Services and level of control over you portfolio lies with the Portfolio Manager.
4. I/We have understood all terms and conditions, risk factors, investment objective, features related to the Approach.
5. I/We hereby voluntarily opt for Aadhaar OVD KYC or e-KYC or offline Verification and hereby submit my/our Aadhaar number, virtual ID, E- Aadhaar, XML, Masked Aadhaar, Aadhaar details, Demographic information, identity information, Aadhaar registered mobile number, face authentication details and/or biometric information.
6. The Distributor has informed me/us about the distribution commission that would be earned related to this investment.
7. I/We are aware that Holding/Portfolio details are confidential in nature and disclosure of the same to third party or in public forum is prohibited.
8. I/We hereby agree that though my/our risk profile may be different from the risk of the approach chosen i.e., of high risk (aggressive) and decision to avail services have/has been taken by me/us and agree that the approach is suitable to me/us.
9. I/we do hereby certify and declare that I/we have been notified of all fees, charges and expenses and I/we are in agreement of the same as certified in writing on Schedule G – Fees Schedule of the PMS agreement.

First / Sole Holder

Second Holder

Third Holder



/Authorized Signatory

/Authorized Signatory

/Authorized Signatory

Date: _____

Place: _____

SCHEDULE K

Most Important Terms and Conditions (MITC) for the clients of the Portfolio Managers.

Name of the Portfolio Manager & SEBI Registration Number	FORTUNA ASSET MANAGERS LLP & INP000008093
Contact details of Portfolio Manager	info@Fortunaadvisors.in , +91 85888 41517
Name of the Client (Details of all the holders)	
Distributor Name	
Service Opted by the Client	Discretionary Portfolio Management Services
Amount Invested	
Date of PMS Agreement	
Risk Tolerance of the Client	
Strategy	
Investment Approach	
Benchmark for the Investment Approach	
Investment tenure/horizon	
Related party investments	Not Applicable
Fees & Charges	
Management Fees	As per Fee Schedule signed by the client.
Performance Fee	As per Fee Schedule signed by the client.
Exit Load	As per Fee Schedule signed by the client.
Custody & Fund Accounting Charges	0.05% of the Asset Under Management
Brokerage and Transaction Costs	On actuals
Other Fee (Custodian, Fund Accounting, Registrar and Transfer Agent Fee, Incidentals, Certification and Professional Charges, Other Charges)	Not exceeding 0.50% p.a. of the average daily AUM
Custodians and Depository Participants:	ICICI Bank Ltd "Demat Account details will be shared through the Welcome E-mailer."
Banks where client's funds are kept	ICICI Bank Ltd "Bank details will be shared through the Welcome E-mailer."
Tenure of the PMS agreement	Perpetual till it is revoked
Disclosure of interest in various corporate bodies by Client	Not Applicable
Nominee along with share of each nominee in PMS, Demat and Bank accounts	
Name of Guardian, in case the Nominee is a minor	
Name and contact details of Investor Relations Officer	Name: Jasmeen Kaur Contact No: +91 9958620315 Email Id - jasmeen.kaur@fortunaasset.in

The MITC and all information provided here above are applicable to you. The MITC is in addition to and are to be read in conjunction with the PMS-Client Agreement executed between you and the Portfolio Manager.

Date:

Place:

Signature

1st/Sole Holder /Authorized Signatory

Signature

2nd Holder/Authorized Signatory

Signature

3rd Holder/ Authorized Signatory