

INVESTMENT ADVISORY SERVICES AGREEMENT

This Investment Advisory Services Agreement is made at Mumbai on this ____ day of _____, 2022 and will be effective from the ____ day of _____, 2022 (The Effective Date);

Between:

MOJO MARKETS PRIVATE LIMITED (MMPL), a company incorporated under the Companies Act 2013 having its registered office at 201, Garnet, Nirmal Lifestyle, LBS Road, Mulund (West), Mumbai 400 080 (hereinafter referred to as the "**Investment Advisor**" which expression shall unless repugnant to context or meaning thereof be deemed to mean and include its successors and permitted assigns) of the ONE PART and owning the website www.mojoinfinity.com;

AND

- Mr/Ms _____, a **Resident Indian**, residing at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include the heirs, executors, administrators, legal representatives and permitted assigns, of the OTHER PART.

- Mr/Ms _____, a **Non - Resident Indian** (, and having address at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include the heirs, executors, administrators, legal representatives and permitted assigns, of the OTHER PART.

- _____ (HUF), a Hindu Undivided Family, represented by its Karta Mr/Ms _____ having address at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include all the other members of the HUF, and permitted assigns, of the OTHER PART.

- M/s _____, a company incorporated under the Companies Act, 1956 / Companies Act, 2013 represented by its Director / Authorised Representative Mr/Ms _____ having its registered office at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include its successors and permitted assigns, of the OTHER PART.

- M/s _____, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008 represented by its Designated Partner Mr / Ms _____ having its registered office at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include its successors and permitted assigns, of the OTHER PART.

- M/s _____, a Partnership Firm formed under the Indian Partnership Act, 1932 represented by its Partner, Mr / Ms _____ having its registered address at _____ hereinafter referred to as the "**Client**" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include its successors and permitted assigns, of the OTHER PART

- _____, a private Trust set up in India and represented by its Trustee, Mr/Ms _____ having its address at _____ hereinafter referred to as the

"Client" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include the trustee or the trustees for the time being of the Trust, the survivor or survivors of them and the heirs, executors, administrators of the last survivor, of the OTHER PART.

W H E R E A S:

- (i) The Investment Advisor has obtained registration from SEBI and is duly authorized by SEBI to provide Investment Advisory Services ("**Services**") under the SEBI (Investment Advisers) Regulations, 2013, as amended from time to time, vide Registration No. **INA000012528**.
- (ii) The Client is desirous of obtaining the Services (defined below) from the Investment Advisor and the Client hereby appoints, entirely at his/her/its risk, the Investment Advisor to provide the required Services on a non-exclusive basis in respect of the Identified Funds and/or Portfolio of the Client in accordance with the terms and conditions of this Agreement as mandated under Regulation 19 (1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- (iii) The Client confirms that he/she/it has read and understood the terms and conditions of the Investment Advisory Services to be provided by the Investment Advisor along with the fee structure and mechanism for charging and payment of fees.
- (iv) The Client confirms that based on a written request to the Investment Advisor, an opportunity was provided by the Investment Advisor to ask questions and interact with "person associated with the investment advice".
- (v) The Investment Advisor declares that it shall neither render any investment advice nor charge any fee until the Client has signed this Agreement.
- (vi) The Investment Advisor declares that it shall be acting solely in its capacity as an Advisor to the Client. It declares that it shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the Client's liability towards fees owed to it.
- (vii) The Investment Advisor declares that it is not holding out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the Client that the investment advice is risk-free and/or not susceptible to market risks or that it can generate returns with any level of assurance.
- (viii) The SEBI Investment Adviser Regulations provide that the maximum fees chargeable under the Assets under Advice ("AUA") mode shall not exceed 2.5 percent of the AUA per annum per Client across all services offered by the Investment Advisor. The Regulations also provide that in case of Fixed Fees the maximum fee shall not exceed INR 1,25,000 per annum per Client, across all services offered by the Investment Advisor.
- (ix) The Client shall pay Upfront Fees \calculated at the rate of 2% per annum, charged semi-annually in advance, of the AUA at the date of commencement/beginning of each semi-annual period for Stock Advisory Services However, in the event that the AUA at the end of a semi-annual period is less than the AUA at the end of the immediate previous semi-annual period including the fee paid in the immediate previous period, after adjusting for inflows and outflows, then no Fees will be charged for the immediate next semi-annual period.
- (x) The Client warrants he/she/it is eligible to enter into this Agreement with the Investment Advisor to avail of the Services.
- (xi) The Investment Advisor shall carry out a Risk Profiling of the Client before on boarding
- (xii) The Investment Advisor shall provide advice relating to investing in, purchasing, selling, or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products based on his/her risk profile, specific needs and goals. At the end of every quarter, a performance review would be shared with the Client. Suggestion for portfolio changes would be monitored on a regular basis and as and the client would be intimated as and when a modification is suggested.
- (xiii) The services and advice provided by the Investment Advisor shall be subject to the activities permitted under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- (xiv) The Investment Advisor shall act in a fiduciary capacity towards its clients at all times.
- (xv) Details required to be prominently disclosed as per Guidelines for Investment Advisers dated 23 September 2020 (effective 30 September 2020):

Name of Investment Adviser: MOJO MARKETS PRIVATE LIMITED
Company Registration no: INA000012528

Address: Benefice Business House
Office No. 3B, 3rd Floor
C.S. 242, Mathuradas Mills compound,
N.M. Joshi Marg, Tulsi Pipe Road
Lower Parel West
Mumbai- 400013

SEBI Address: SEBI Bhavan BKC; Plot No: C4-A, 'G' Block, Bandra-Kurla Complex;
Bandra (E), Mumbai 400051 (www.sebi.gov.in)

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, the following words and expressions shall, where not inconsistent with the context or meaning thereof, have the following meanings –

- a. **"Advisory Fees"** relates to the Services offered to the Client. The fee may be fixed fee or fee based on a percentage of the quantum or net asset value of funds/assets advised.
- b. **"Affiliates"** in relation to the Investment Advisor shall include
 - All Officers, Partners or Directors of the IA (or any person performing similar functions)
 - All entities directly or indirectly controlled by the IA
 - All the current employees of the IA (other than employees performing only clerical, administrative, support or similar functions)
- c. **"Agreement"** means this Agreement and shall include any recitals, schedule(s), its part(s), annexure(s), or exhibit(s), which may be annexed to this Agreement and any amendments made to this Agreement by the Parties in writing.
- d. **"Applicable Laws"** shall mean (a) statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, bye-laws, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; (b) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or governmental approvals of, or agreements with, any governmental authority or recognized stock exchanges; and (c) international treaties, conventions and protocols, as may be in force from time to time.
- e. **"Assets under Advisory (AUA)"** shall mean the market value of the Client's portfolio, from time to time, for which the Client seeks advice from the Investment Advisor.
- f. **"Authorized Person"** means such persons as may be authorized by the Client in writing from time to time to perform and discharge all obligations of the Client hereunder and/or authorized to make any communication under this Agreement for and or behalf of the Client.
- g. **"Body Corporate"** shall have the meaning assigned to it in or under clause (7) of section 2 of the Companies Act, 1956 (1 of 1956).
- h. **"Business Day" shall mean a day other than:**

- (i) a day on which either the National Stock Exchange of India Limited or the Bombay Stock Exchange, Mumbai are closed for transaction; or
 - (ii) a day on which banks are closed in Mumbai; or
 - (iii) a day on which normal business cannot be transacted due to storms, floods, bandhs, strike, etc., subject to modifications by the Investment Advisor from time to time.
- i. **"Claims"** means all demands, actions, proceedings, losses, damages, costs, charges, expenses, interests, and disbursements of any nature whatsoever.
 - j. **"Closing AUA"** means the AUA as on the date of termination of this Agreement.
 - k. **"Communication"** means the advice that is received by the Client from the Investment Advisor in accordance with the provisions of Clause 10 hereunder.
 - l. **"Confidential Information"** means any and all information in written, electronic, documentary or other form relating directly or indirectly to the present or potential business, operations or financial condition (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to customers, potential customers, calling lists, intellectual property etc.) excluding any such information which is required to be disclosed by governmental or judicial order.
 - m. **"Financial Planning"** shall include analysis of Clients' current financial situation, identification of their financial goals, and developing and recommending financial strategies to realize such goals.
 - n. **"IA Regulations"** means the SEBI (Investment Adviser) Regulations, 2013 and any amendments thereto.
 - o. **"Investment Advice"** means advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether through email, written, oral or through any other means of communication, as prescribed by SEBI, for the benefit of the Client and shall include Financial Planning.
 - p. **"Mutual Funds"** means a fund established in the form of a trust to raise monies through the sale of units to the public or a section of the public under one or more schemes for investing in securities including money market instruments as defined in the SEBI (Mutual Funds) Regulations, 1996.
 - q. **"Parties"** means all the signatories to this Agreement and **"Party"** means any party to this Agreement.
 - r. **"Portfolio"** means the holdings of a portfolio of securities, funds and other assets belonging to the Client, which are disclosed to the Investment Advisor and are under advice by the Investment Advisor.
 - s. **"RBI"** means the Reserve Bank of India, established under the Reserve Bank of India Act, 1934.
 - t. **"SEBI"** means the Securities and Exchange Board of India established under the Securities and Exchange Board of India Act, 1992.
 - u. **"Securities Valuation Policy"** means the policy of the Investment Advisor, from time to time, for valuation of the Securities forming part of the Assets under Advisory.
 - v. **"Securities"** shall include:
 - "securities" as defined under the Securities Contracts (Regulation) Act, 1956;

- shares, scrips, stocks, bonds, warrants, convertible and nonconvertible debentures, fixed return investments, equity linked instruments, negotiable instruments (to the extent permitted by the Regulations), deposits, money market instruments, commercial paper, certificates of deposit, units issued by the Unit Trust of India and/or by any Mutual Funds, mortgage backed or other asset backed securities, derivatives, derivative instruments, options, futures, foreign currency commitments, hedges, swaps or netting off and any other securities issued by any company or other body corporate, any trust, any entity, the Central Government, any State Government or any local or statutory authority and all money rights or property that may at any time be offered or accrue (whether by rights, bonus, redemption, preference, option or otherwise) and whether in physical or dematerialized form in respect of any of the foregoing or evidencing or representing rights or interest therein; and
 - any other instruments or investments as may be permitted by Applicable Laws or IA Regulations from time to time.
- w. **"Services"** shall mean Investment Advisory Services for the Portfolio of the Client to be rendered by the Investment Advisor pursuant to this Agreement, which services shall be limited to (a) advising the Client with respect to portfolio strategy and investment; (b) advising on divestment of Securities and funds held by the Client; and (c) effectively communicating the nature of advice, investment strategy and returns thereof, to the Client.
- x. **"Term"** shall have the meaning ascribed to it in Clause 12.
- y. **"Termination Notice"** shall have the meaning ascribed to it in Clause 12.

1.2 Interpretation

Save where the context otherwise requires in this Agreement:

- (a) Words importing persons shall include firms, corporations, trusts, association of persons and any organization having legal capacity.
- (b) Words importing the singular include the plural and vice versa where the context so requires.
- (c) References to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.
- (d) Reference to any gender includes a reference to all other genders.
- (e) References to the words "include" or "including" shall be construed without limitation.
- (f) References to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to such agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated.
- (g) The headings and titles in this Agreement are indicative and shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Agreement.

2. Investment Objective

- 2.1 The Investment Advisor shall provide advice relating to investing in, purchasing, selling, or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products. This advice to the Client shall be based on his/her risk profile, specific needs and goals.
- 2.2 The Investment Advisor undertakes to recommend direct implementation of advice, that is, through direct schemes/direct codes, and other Client specifications/restrictions on investments, if any.
- 2.3 The Investment Advisor shall provide a structured financial plan in the form of a model portfolio Keeping in mind the investment advisor is only suggesting one product, the risk appetite of the client would determine the suggested amount to be invested as a percentage of the Client's networth.

- 2.4 Capital gains on sale of listed securities may be short term or long term in nature based on holding period and chargeable to tax under the Income Tax Act, 1961. Dividends received on shares shall be chargeable to tax under Income from Other Sources. The Client is advised to obtain professional tax advice in relation to tax matters. The fee paid to the Investment Advisor is not deductible from Capital Gains or Interest/Dividend Income. Non-individual Clients/HUFs shall be liable to deduct tax at source on fees paid to the Investment Advisor.

3. Scope of Services of the Investment Advisor

- 3.1 The Investment Advisor agrees to provide the Services, for an agreed fee structure in accordance with the terms of the Agreement, entirely at the Client's risk.
- 3.2 The Investment Advisor shall provide the Services to the Client on a continuous basis during the term of this Agreement and such Services shall be subject to the activities permitted under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 3.3 The Services would be in relation to investment in Securities as is permitted under Applicable Laws governing the Client. Further, the Services rendered by the Investment Advisor are purely advisory in nature and the final decision on the type of instruments, proportion of exposure and tenure of the Portfolio investments shall be taken by the Client.
- 3.4 The Investment Advisor may also deal with Authorized Persons in respect of this Agreement and such other Authorized Persons as and when notified to do so by the Client.
- 3.5 The Investment Advisor shall be solely acting as an advisor to the Client and shall not be responsible for the investment/divestment of Securities and/or custody/administrative activities on the Portfolio.
- 3.6 The Investment Advisor shall enter into separate agreements with each and every client. The relationship of the Investment Advisor with each client is exclusive and does not create any interest of whatsoever nature amongst clients inter-se or between the clients as a group and the Investment Advisor.
- 3.7 The Investment Advisor declares that it is carrying on its activities independently, at an arms-length basis with related parties. The Investment Advisor further declares that it will make adequate disclosures in cases of any conflict of interest, and that this arms-length relationship shall be maintained throughout the tenure of the advisory service.
- 3.8 The Investment Advisor shall disclose to the Client any actual or potential conflicts of interest arising from any connection to or association with any issuer of products or securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of the Services. The IA will not derive any direct and/or indirect benefit out of the Client's securities and/or investment products.
- 3.9 The Investment Advisor shall ensure that its Services are clearly segregated from all its other activities in the manner prescribed under the IA Regulations and in case of any conflict of interest of the Services with its other activities, such conflict of interest is duly disclosed to the Client.
- 3.10 The Investment Advisor shall not enter into transactions on its own account which is contrary to the Investment Advice given to the Client for a period of 15 days from the day of such Investment Advice provided that during the period of such 15 days, if the Investment Advisor is of the opinion that the situation has changed, then it may enter into such a transaction on its own account after giving such revised assessment to the Client at least 24 hours in advance of entering into such transaction.
- 3.11 The Investment Advisor shall, in the performance of the Services, follow Know Your Client procedure as specified by SEBI from time to time and shall abide by the Code of Conduct as specified in the IA Regulations.
- 3.12 The Investment Advisor shall not act on its own account, knowingly to sell securities or investment products to or purchase securities or investment product from a Client.
- 3.13 The Investment Advisor shall disclose to the Client, all material information about itself including its business, disciplinary history, the terms and conditions on which it offers the Services, affiliations with other intermediaries and such other information as is necessary for the Client to take an informed decision on whether or not to avail the services of the Investment Advisor.
- 3.14 The Investment Advisor shall disclose to its Client, the consideration, if any, by way of remuneration or compensation or in any other form whatsoever, received or receivable by it or any of its Affiliates for any distribution or execution services in respect of the products or Securities for which the Investment Advice is provided to the Client.

- 3.15 The IA represents that neither it nor its affiliates shall provide any distribution services to Clients advised by the Investment Advisor, for securities and investment products.
- 3.16 The Investment Advisor shall, before recommending the services of a stock broker or any other intermediary to a Client, disclose any consideration by way of remuneration or compensation or in any other form whatsoever, if any, received or receivable by the Investment Advisor, if the Client desires to avail the services of such intermediary.
- 3.17 The Investment Advisor shall, while making the Investment Advice or providing the Services, make adequate disclosures to the Client of all material facts relating to the key features of the products or Securities, particularly, their performance track record.
- 3.18 The Investment Advisor shall draw the attention of the Client to the warnings and disclaimers in documents and advertising materials relating to the investment product or Securities which it recommends to the Client in the performance of its Services.

4. Client's Rights & Obligations

- 4.1 The Client has the sole discretion to decide on whether to act upon the advice tendered by the Investment Advisor and the Investment Advisor shall have no power, authority, responsibility or obligation to ensure or cause the Client to act upon the advice tendered by the Investment Advisor pursuant to this Agreement.
- 4.2 The Client shall (i) not be under any obligation to avail the distribution or execution services (if any) offered by the Investment Advisor; (ii) pay all fees and charges payable to distribution or execution service providers directly to the service providers and not through the Investment Advisor; and (iii) ensure that it has all requisite powers, authority and approvals as the case may be to enter into and undertake all its obligations under this Agreement.
- 4.3 In the event of a change in the Client's constitution or identity by change of name or inter alia, events such as merger, amalgamation, liquidation, winding up, takeover, or change in management, as the case may be, during the term of this Agreement the Client shall keep the Investment Advisor duly informed (in writing) of such change and provide such information to the Investment Advisor as the Investment Advisor may request in this regard. In such an event, the Investment Advisor shall seek advice or appropriate directions where required, under Applicable Laws, with regard to the continuation of this Agreement.
- 4.4 The Client shall furnish to the Investment Advisor such information as the Investment Advisor may reasonably request in connection with the performance of its Services hereunder.
- 4.5 The Client shall comply with all Applicable Laws including but not restricted to the SEBI (Prohibition of Insider Trading) Regulations, 1992, SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 1997, SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Markets) Regulations, 1995, The Prevention of Money Laundering Act, 2002 and The Income Tax Act, 1961 as amended from time to time and the Investment Advisor shall not be responsible for any breach by the Client of such Applicable Laws.
- 4.6 Intellectual Property: The Investment Advisor owns all intellectual property rights and proprietary rights in the material and information generated by the Investment Advisor and made available to the Client, excluding any publicly available information or information available to the Client from third parties without any breach of this Agreement ("**Investment Advisor IPR**"). The Client shall not circulate/make use of any Investment Advisor IPR except with the prior written approval of the Investment Advisor. Further, the Client will not publish, nor cause to be published, any advertising, or make any representations oral or written, which or reputation of the Investment Advisor. might confuse, mislead or deceive the public or which are detrimental to the name, trademarks, goodwill.
- 4.7 The Client shall not use the name, mark or logo or all such marketing materials through print, media or any medium (including disclosure documents, memorandum, pamphlets, advertisements, etc) of the Investment Advisor or its affiliates or any part or derivative thereof without the prior consent/authorization in writing from the Investment Advisor. Further, any information in relation to the Investment Advisor shall be used / circulated only after obtaining the prior written consent of the Investment Advisor.
- 4.8 The Client understands and agrees that the Investment Advisor may use or rely on the information provided by the Client as well as any publicly available material regarding the Client for performing the Services and that the Investment Advisor does not assume responsibility for independent verification of any such information provided to it by the Client including without

- limitation any financial information forecasts or projections considered by the Investment Advisor in connection with the Services.
- 4.9 The Client hereby expressly agrees and undertakes to discharge all his obligations pursuant to or relating to the rendering of the Services to the Client under this Agreement. Each of the Client's obligations hereunder is a legal, valid and binding obligation on the Client, enforceable against the Client in accordance with the terms of this Agreement.
- 4.10 The Client shall ensure that the fees of the Investment Advisor are paid in the manner stipulated under Clause 7 of this Agreement.
- 4.11 The Client understands, agrees and accepts that, the Investment Advisor may from time to time:
- (a) acquire, have and/or maintain a position in any Security which is held, purchased or sold by the Client forming part of the Assets of the Client.
 - (b) recommend to the Client any Security which forms part of the Assets under Advisory or the Assets of the Investment Advisor's other clients or which is otherwise purchased, sold or traded in by the Investment Advisor on his own account.
 - (c) invest on its own account in Securities.
 - (d) have a commercial or other business relationship or arrangement with stock brokers, banks, Mutual Funds, intermediaries or companies with whom or through whom transactions are carried out for purchase or sale of any of the Securities by its Clients or with any issuer of Securities whose Securities are recommended by it to the Client.
 - (e) recommend any Affiliate of the Investment Advisor.
 - (f) recommend Securities from or to anyone with whom the Investment Advisor has a commercial or other relationship or agreement.
 - (h) employ, retain or appoint any Affiliate of the Investment Advisor as consultant or in any other capacity for carrying out any of the functions or work relating to the Services provided to the Client.
 - (i) invest in Securities, for the issue of which the Investment Advisor or its Affiliate is the lead manager, underwriter, merchant banker, advisor or other intermediary.
- 4.12 The Client shall provide the Investment Advisor with information necessary to keep the latter updated about the Client's transactions based on the advice received from the Investment Advisor. This would include providing the Investment Advisor with a copy of the NSDL Statement, Mutual Fund Statements, Demat Statement on a quarterly/half yearly basis or whenever a major change has taken place in the client's financial situation. The Client should also inform the Investment Advisor about any sales made by the Client, and the Broker Notes for any purchases or sales made by the Client.

5. Functions of the Investment Advisor

- 5.1 The Investment Advisor affirms that it shall comply with the terms of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 5.2 The Investment Advisor affirms that it shall comply with the eligibility criteria as specified under the Investment Advisor Regulations at all times.
- 5.3 The investment Advisor affirms that it shall complete a risk assessment questionnaire to assess the Client's risk capacity and risk aversion.
- 5.4 The Investment Advisor shall provide reports such as the Performance of investments on an absolute and relative basis. Wherever practical, it shall also guide the Client on keeping track of his/her/its investments online on a regular basis.
- 5.5 The Investment Advisor affirms that it shall maintain the necessary records in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. These include: Client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale.
- 5.6 The Investment Advisor affirms that it shall follow the provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 5.7 The Investment Advisor undertakes that it shall abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

- 5.8 The Investment Advisor may from time to time vary the terms and conditions of this Agreement with the mutual written consent of the Client.
- 5.9 The Investment Advisor, as well as its employees, shall, on a best effort basis, avoid any conflict of interest situations in relation to the performance of the Services for the Client. In case there is any conflict of interest situation with regard to the performance of the Services, the Investment Advisor shall ensure fair treatment on an arm's length basis to the Client. The Investment Advisor shall not place its personal interest above that of the Client. Subject to the above, the Investment Advisor may, in good faith and without compromising the Client's interest, have business relationships with issuing companies or other entities whose Securities are recommended to the Client for purchase/sale;
- 5.10 The Investment Advisor shall ensure proper and effective handling of complaints from the Client and shall take appropriate action immediately.
- 5.11 Any Services provided by the Investment Advisor shall be for the exclusive and confidential use of the Client. Any distribution, use or reproduction of such investment statement, without the prior written permission of the Investment Advisor, is strictly prohibited. The Services are to be used for information purposes only and are not an official confirmation of any transaction. The Investment Advisor shall undertake best efforts to ensure the completeness or accuracy of information contained in any Services provided by it. All market prices, net asset values, units, quantities, loads, brokerages, service taxes and other levies etc. mentioned in such Services are subject to change without notice. Also, the value, income, appreciation, returns, yield of any of the Securities or financial instruments mentioned in such investment advice will be based on prevailing market conditions and are subject to change without notice. The levels and bases of, and reliefs from, taxation mentioned in such Services can change.
- 5.12 Subject to the IA Regulations, the Investment Advisor shall be at liberty, whether on its own account or that of any other person, to buy, hold and deal in any Securities of any kind, nature or description whatsoever, notwithstanding that similar Securities may be held by the Client based on the recommendation of the Investment Advisor.

6. **Risk factors**

- 6.1 Securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the portfolios will be achieved.
- 6.2 Direct investment in equity and equity-oriented mutual funds carry the highest risk. Investment in debt securities and debt mutual funds carry moderate risk, whereas investment in government securities, bank deposits, money market instruments, carry a lower risk.
- 6.3 In case of debt, debt mutual funds and money market instruments, the risk factors also depend upon the rating provided to that security by credit rating agencies. The higher the rating, the lower the risk of the instrument and vice versa.

7. **Charges and Fees**

- 7.1 The Client shall pay to the Investment Advisor fees for the Services rendered as may be mutually agreed from time to time between the Parties.

The Client shall pay Upfront Fees calculated at the rate of 2% per annum, charged semi-annually in advance, of the AUA at the date of commencement/beginning of each semi-annual period for Stock Advisory Services. However, in the event that the AUA at the end of a semi-annual period is less than the AUA at the end of the immediate previous semi-annual period including the fee paid in the immediate previous period, after adjusting for inflows and outflows, then no Fees will be charged for the immediate next semi-annual period.

Value is calculated as: Portfolio Value as on date + Cash as on date + Dividend Till Date.

For portfolio value the IA will take NSE prices (if available), if not then BSE prices as on the end of the semi-annual period.

Semi-annual period is calculated as 6 months from the date for example if start date is 25th Mar, semi-annual period will be till 24th Sep. The Value will be calculated as on end 24th Sep, if the day is a holiday then last trading day before 24th

In case there has been additional investment during the semi annual period the proportionate fee basis active period till next semi annual period on the original additional investment amount will be charged in advance.

No refund in case of part withdrawal or closure, there would be proportionate no charge from the next semi-annual period.

To calculate if fee can be charged the amount derived from the return for the semi-annual period should be greater than zero.

Return: Value at End- Value at beginning- Additional Investment during period+ Part withdrawal during period.

Fee paid in the immediate previous semi-annual period will be added to determine if the return is positive.

- 7.2 All fees shall be paid or made in full by the Client without any counter claim, set off except deduction of tax at source in accordance with provisions of section 194J of the Income Tax Act, 1961.
- 7.3 The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay as per Applicable Laws all taxes payable in connection with the Portfolio including any GST payable in respect of any fee payable to the Advisor under this Agreement, and income/other taxes, if any, on the income arising from the investments whether by way of interest, dividend, short-term and long-term capital gain or otherwise howsoever and file, within the prescribed time frames, all tax returns, statements, applications and other documents in that behalf.
- 7.4 The Investment Advisor hereby undertakes that it shall not receive any consideration from any person other than from the Client in respect of the underlying products or Securities for which the Investment Advice to the Client is provided hereunder, except as may be permitted under the IA Regulations.
- 7.5 The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.
- 7.6 The Client shall also pay any applicable taxes, levies or duties including GST that may be levied by any statutory authorities on any transactions undertaken pursuant to this Agreement.
- 7.7 The Client agrees to pay the fees, costs, charges and expenses as mentioned above within 10 Business Days from the date of receipt of the bills for the same from the Investment Advisor.
- 7.8 The Client shall pay a penal interest at the rate of 18% per annum in the event of the Client failing to pay the fees, costs, charges and expenses before the due date as stated above.

8. Limitation of Liability of the Investment Advisor

- 8.1 The Investment Advisor shall not incur any liability by reason of any loss, which a Client may suffer by reason of any depletion in the value of the Assets Under Advice (AUA), which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.
- 8.2 The Services provided to the Client under this Agreement do not assure or guarantee the Client any minimum or fixed or assured return. Investments recommended are subject to market risks including but not limited to, the loss of principal amount. It is hereby clarified that past performance of any investment is not necessarily a guide to future performance of such investment.

- 8.3 It is expressly stated and understood by and between the Parties that direct/indirect investments in the capital markets are subject to customary risks associated with equity linked investments, debt linked investments (including risks relating to fluctuation in/erosion of value of investments made). The Client agrees that he is entering into this Agreement with full knowledge and awareness of such risks.
- 8.4 The Investment Advisor shall not, in the absence of gross and willful negligence on its part or on the part of its employees and agents, be liable to the Client for any loss which the Client may suffer or incur as a result of or in course of discharge by the Investment Advisor or its nominees, agents or officers of the Investment Advisor's duties under this Agreement.
- 8.5 The Investment Advisor will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client by the Investment Advisor. The Investment Advisor shall be under no duty to verify compliance with any restrictions on the Client's investment powers.
- 8.6 Neither the Investment Advisor nor any employee or agent of the Investment Advisor shall be liable for any advice or representation made by it under this Agreement and it will be the Client's responsibility to make an independent assessment.
- 8.7 The Investment Advisor shall not be liable for delays or errors occurring by reason of circumstances beyond his control, loss or damage caused by or resulting from any event of force majeure, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, failure of communication, or power supply, explosion, war, theft, accident, nationalization, expropriation, currency restrictions, measures taken by any government or agency of any country, state or territory in the world, actions taken by any regulatory authority regulating investment advisors, industrial action or labour disturbances of any nature amongst employees of the Investment Advisor or of its agents or of any third parties, boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data), international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or failure or disruption of any relevant stock exchange, clearing house, clearing or settlement systems or market. In the event of equipment breakdowns beyond its control, the Advisor shall take reasonable steps to minimize service interruptions, but shall have no liability with respect thereto.

9. Representations and Warranties of the Investment Advisor

- 9.1 The Investment Advisor represents and warrants that it is a Company incorporated under the Companies Act, 2013 and is an Investment Advisor duly registered with SEBI.
- 9.2 The execution, delivery and performance of this Agreement by the Investment Advisor will not conflict with, result in a breach of or default under, or require any consent under any Applicable Law, registration with any regulatory authority, or any agreement or instrument to which Investment Advisor is a party or by which the Investment Advisor or any of its assets are bound.
- 9.3 The Investment Advisor does not provide any warranty (express or implied) as to the appreciation of the Securities for which he provides advice to the Client.
- 9.4 The Investment Advisor will ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the Investment Advisor.

10. Communication

- 10.1 All Communication by the Investment Advisor shall be in such mode, manner and form as may be agreed between the Parties from time to time. All Communication shall be forwarded only by the Investment Advisor or its authorized officials and executed only by the Client or its Authorized Person/s. In the absence of any specific instructions as to the mode and manner of making a Communication, the Investment Advisor may make a Communication by telephone, in writing personally delivered, by fax or by email, provided further that the Client may in its sole discretion refuse to act on such Communication, and the Investment Advisor shall not incur any liability for any such act or omission and shall be fully indemnified in respect of all such acts or omissions.

- 10.2 All Communication shall be delivered to the Client only on Business Days and during business hours of the Investment Advisor (at present between 9:30 a.m. to 6:00 p.m.) on Business Days. In case any Communication is received after business hours or on a day which it is not a Business Day, it shall be deemed to have been received on the next Business Day.
- 10.3 The Client shall be entitled to rely upon all Communication and other documents forwarded to the Client as genuine and act in accordance with such documents/Communication.
- 10.4 The Investment Advisor is expected to clarify all unclear, ambiguous and incomplete Communication, to correct such ambiguity, and to provide such clarity and/or completeness as may be required by the Client, immediately upon receipt of a request for the same.
- 10.5 The Investment Advisor shall be entitled to rely upon the continued authority of the Authorized Person/s of the Client to make Communication until the Investment Advisor receives a Communication from the Client to the contrary. It is clarified that any such Communication from the Client in respect of the change in the authority of the Authorized Person/s of the Client shall have a prospective effect.
- 10.6 Communication by one Party to the other shall be addressed to the address given below or such other address as may be intimated by one Party to the other. Both Parties shall also keep the other informed from time to time, of the Authorized Person who is authorized to send and receive Communication.

Investment Advisor : Mojo Markets Private Ltd
Benefice Business House
Office No. 3B, 3rd Floor
C.S. 242, Mathuradas Mills compound,
N.M. Joshi Marg, Tulsi Pipe Road
Lower Parel West
Mumbai- 400013

The Client :

- 10.7 The Investment Advisor shall be entitled to rely upon all Communication and other documents forwarded by Authorized Persons to the Investment Advisor as genuine and rely upon and act in accordance with such documents/Communication.

11. Indemnities

Without prejudice to the right of indemnity available to the Investment Advisor under Applicable Laws, the Client agrees to indemnify and hold harmless the Investment Advisor and its employees to the fullest extent against any loss or damage that it suffers as a direct consequence of any breach, misrepresentation, non-disclosure or non-compliance by the Client of the terms and conditions stated in this Agreement. In the event of the Client being held liable for any loss suffered by the Investment Advisor pursuant to this Agreement, the liability of the Client will be limited to direct and approximate loss or damage and will not extend to any consequential indirect or remote loss or damage.

12. Term and Termination

- 12.1 The Term of this Agreement shall be for a period of three years from the date of execution of this Agreement.
- 12.2 The minimum lock-in-period will be 3 months from the commencement date (Effective Date) of this Agreement/beginning of each year, and in case the Client provides any further AUA, the lock-in-period for such additional AUA shall be 3 months from the date of the Client providing such AUA. In the event of premature termination of this Agreement by the Client for any reason

other than those laid down in clause 12.2, the Client will remain liable to pay the entire fees for the lock-in-period of 12 months.

- 12.3 This Agreement shall come into effect from the date of its execution and shall remain valid and binding upon the Parties unless terminated by either Party in accordance with the terms set out in this clause.
- 12.4 This Agreement may be renewed for such period and on such terms and conditions as the Parties may mutually agree upon.
- 12.5 This Agreement may be voluntarily terminated by the Investment Advisor at any time after giving at least 7 days' notice (**'Termination Notice'**) in writing to the Client and in case of such termination the IA shall refund pro-rate the fees, if any, collected by it for the balance period for which it has not rendered any Services.
- 12.6 This Agreement may be voluntarily terminated by the Client at any time after giving at least 30 days' notice in writing to the IA and in case of such termination the IA shall refund pro-rate the fees, if any, collected by him for the balance period for which he has not rendered any Services except in the event of such termination before the expiry of one year from the date of this Agreement in which case the IA shall not be liable to refund any fees.
- 12.7 In case the Client has asked the IA to advise on any additional funds after the initial amount of funds under advice, and the Client terminates this Agreement at any time prior to the expiry of three months from the date of providing additional funds under advice, the fees charged by the IA for a period of 3 months on such additional amount under advice shall not be refundable.
- 12.8 This Agreement shall stand terminated forthwith on occurrence of the following events during the currency of this Agreement:
- (a) Voluntary/mandatory termination by the Investment Advisor; or
 - (b) Voluntary/mandatory termination by the Client; or
 - (c) Insolvency, dissolution or winding up of the Client; or
 - (d) Suspension or termination of the registration of the Investment Advisor as an investment advisor by SEBI or any other competent authority; or
 - (e) Any other action taken by other regulatory body/Government authority; or
 - (f) Investment Advisor rendered incapable of rendering the Services; or
 - (g) Insolvency of the Investment Advisor.
 - (h) Non payment of fees within 7 days of the periodic due date

Upon termination, the Client or the heirs/successors/permitted assigns of the Client shall settle all dues owed by the Client under this Agreement towards fees, costs, charges and expenses.

13. Death or Disability of Client

In case of the death or disability of the Client, his/her heirs/successors/permitted assigns shall settle all dues owed by the Client under this Agreement towards fees, costs, charges and expenses.

14. Insolvency

In case the Investment Advisor becomes subject to any insolvency or similar proceedings, or In case any petition against the Company has been admitted under the Insolvency and Bankruptcy Code, 2016, or a petition for winding up has been admitted against the Company under the provisions of section 271 of the Companies Act, 2013, the client shall be entitled to terminate this Agreement without any notice.

15. Confidentiality

Both Parties hereto shall, subject to the other terms and conditions of this Agreement and subject to such disclosures as are required to be made to facilitate the transactions under this Agreement and except to the extent required under Applicable Laws, maintain complete confidentiality about the matters concerning this Agreement during the term of this Agreement and for a further period of two years after the termination of this Agreement. Notwithstanding anything mentioned herein, if required by any Applicable Laws or if otherwise deemed fit by the Investment Advisor, the Investment Advisor is hereby specifically authorized to disclose the Confidential Information of the Client to the issuer / seller / transferor of the Security/ies or to

any service provider or to any government or regulatory body, upon request and without any further consent from the Client.

16. Statutory Rules and Regulations

This Agreement is subject to all Applicable Laws, including but not limited to, the rules and regulations as are or may be framed/ issued by the Central Government, the RBI, SEBI and/or any other statutory and/or any other competent authority from time to time.

17. Governing Law and Jurisdiction

This Agreement will be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at Mumbai.

18. Arbitration

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by amicable settlement failing which, the same shall be referred to the arbitration by three arbitrators, one to be appointed by the Investment Advisor and the other by the Client and such appointed arbitrators shall appoint a presiding arbitrator before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and shall be held in Mumbai and conducted in the English language. The Courts in Mumbai alone shall have jurisdiction over such arbitration proceedings.

19. Assignment

Neither Party shall assign their respective rights and obligations under the Agreement to a third party, without the written consent of the other Party.

20. Declaration

- (a) The Client declares that all the details given in this Agreement are true and correct and any instructions given to the Investment Advisor to facilitate its rendering services under this Agreement shall be in due conformity with Applicable Laws as may for the time being be in force.
- (b) Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof.
- (c) The Client has executed and delivered to the Investment Advisor the following documents:
 - (i) Know Your Client Document; and
 - (ii) Other documents as specified by the Investment Advisor.
- (d) The Client declares that he/she/it has read and understood the contents of the current Document and agrees to abide by the terms and conditions of the said document.
- (e) The Client acknowledges that he/she/it has read the "Risks" contained in the Disclosure Document and Schedule I of the Agreement in connection with investing the funds and is being informed, is aware and has understood the risks associated with investing the funds in the capital and money market instruments including derivatives but not limited to equities and other Securities.

21. Representations of the Client

The Client makes following representations to the Investment Advisor:

- (i) **Powers:** The Client has the power to execute this Agreement and, to deliver this Agreement and to perform its obligations under this Agreement and the Investment Advisor has taken all necessary actions to authorize such execution, delivery and performance.
- (ii) **No Violation or Conflict:** Such execution, delivery and performance does not violate or conflict with any Applicable Laws including the Prevention of Money Laundering Act,

2002, any order or judgment of any court or other agency of the government applicable to the Client or any of its assets under advisory or any contractual restriction binding on or affecting it or any of its assets under advisory.

- (iii) **Consents:** All governmental and other consents that are required to have been obtained by it with respect to this Agreement have been obtained by it and are in full force and effect and all conditions of any such consents have been complied with.
- (iv) **No Agency:** It is entering into this Agreement, as a principal and not as an agent of any person or entity and the relationship between the Parties is one of principal to principal.

22. No right to seek Power of Attorney

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

23. Maintenance of accounts

The Investment Advisor shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

24. Miscellaneous 1

24.1 Effectiveness

This Agreement represents the current intentions of the Parties and is subject to any changes that may take place in the Applicable Laws relating to the conduct of business in India.

24.2 Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns and affiliates. Nothing in this Agreement, either express or implied, is intended to release either Party or their respective affiliates from liability and responsibility with respect to its rights and obligations hereunder.

24.3 Entire Agreement; No Third Party Rights

Save and except the Disclosure Document this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promises, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

24.4 Further Assurances

In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

24.5 Severability

If any term or provision of this Agreement is held to be invalid, void or unenforceable, such provision shall be ineffective to the extent of prohibition or unenforceability shall be amended by the Parties only to the extent necessary to be enforceable consistent with the Parties' intent; provided that such unenforceability shall not invalidate the remaining provisions of this Agreement which shall remain in full force and effect.

24.6 Changes in Law, etc.

In case of any change in Applicable Laws in India, that has an effect on the terms of this Agreement, the Parties agree that the Agreement would be reviewed, and if deemed necessary by the Parties, renegotiated in good faith.

24.7 No Waivers

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

24.8 Amendments

Subject to the Investment Advisor's rights under Clause 5.8, any modification or amendment to this Agreement shall be made by way of exchange of letters, which has to be signed by both the Parties and such a letter may be given by one Party to the other by post, courier or personal delivery and such an amendment signed by both Parties to this Agreement, shall be valid and binding.

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

SIGNED AND DELIVERED by Mojo Markets Pvt. Ltd.
through its authorized representative _____

SIGNED AND DELIVERED by Client _____
_____/ (through its authorized representative)

In the presence of

Witness:

SCHEDULE I
Risk Factors

I. Advisory Services and Risk Factors

The Risk factors mentioned herein have to be read in conjunction with the Agreement as amended from time to time.

II. General Risks associated with Investment Advisory Services

- 1 Securities investments are subject to market risks and there is no assurance or guarantee that the objectives of the Investment Advisory Services will be achieved.
- 2 Investments in stock markets are subject to market risks and the Investment, value of portfolio may go up or down depending on the factors and forces affecting the stock markets.
- 3 Past performance of the Investment Advisor may not be indicative of the performance in the future.
- 4 The Investment Advisor does not provide any guarantee or assurance of any return on any investment.
- 5 Investment Advice is subject to external risks such as technological obsolescence/update/change affecting investments in a particular industry, war, natural calamities, policy changes of local/international markets and such other factors and forces affecting capital markets including level of interest rates, various other market related factors and trading volumes, settlement period and transfer procedures.
- 6 The Client needs to exercise his/her/its own judgment and seek prior expert advice before signing this Agreement.
- 7 In case of advices relating to mid-cap and small cap stocks, they may be relatively less liquid.
- 8 While small and mid-cap stocks give an opportunity to take exposure beyond large blue chip stocks and present potential higher capital appreciation, the small and mid-cap stocks can be riskier due to:
 - (a) Limited trading volumes;
 - (b) Higher impact costs; and
 - (c) Higher volatility.

Client

SCHEDULE II

Anti-Money Laundering Declaration

Date:

Mojo Markets Private Ltd
Benefice Business House
Office No. 3B, 3rd Floor
C.S. 242, Mathuradas Mills compound,
N.M. Joshi Marg, Tulsi Pipe Road
Lower Parel West
Mumbai- 400013

Dear Sir,

I/We hereby agree to the terms, conditions, rules and regulations of the Investment Advisory Services and other regulatory authorities. I/We confirm and understand that my/our request for Investment Advisory Services, Investment Advisory Services Agreement and other documents attached are subject to verification and scrutiny for compliance with the prescribed "KYC requirements" **, by Mojo Markets Private Limited (MMPL) under the Prevention of Money Laundering Act, 2002 and other applicable Acts and Regulations. I/We also understand that my/our request for Investment Advisory Services can be rejected for any/all reasons including but not limited to discrepancy, non-compliance or non-completion with the documentation requirements without any reason being assigned by MMPL.

I/We hereby undertake, confirm, agree and understand that:

- any investment done, now or in future, by me/us is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any governmental or statutory authority from time to time.
- the process of verification by MMPL may normally take some time and I/we understand that the Advisory Services would be provided only upon satisfactory completion of documents being provided by me/us.
- I/ we shall co-operate with MMPL for the purposes of any regulatory requirements and for any additional information requirements, which may be required to be provided to any regulatory authority by MMPL.

I/We hereby declare that the particulars given herein are true, correct and complete to the best of my/our knowledge and belief.

I/We also confirm that I/we will personally indemnify MMPL, its officers and employees and hold any such person harmless for all and any costs, expenses or losses incurred/suffered by any such person in case of any breach in this regard.

Thank you.

Yours faithfully

Client

***"KYC Requirements" means the Know Your Client requirements which are required to be fulfilled by the Investment Advisor and includes the obligation of the Client to provide completely and correctly all supporting documents as may be required or determined, from time to time by the Investment Advisor for compliance with the regulatory obligations of the Investment Advisor.