

INVESTMENT ADVISORY AGREEMENT

Multibagger Securities Research & Advisory Pvt Ltd. (hereinafter referred to as “Multibagger Securities” or “Investment Adviser”) is SEBI registered Investment Adviser having Registration No. INA00007736 dated May 29, 2017. The Client is desirous of availing the Investment Advisory services from the Investment Adviser on the terms & conditions as described hereinafter.

The Investment Adviser and the Client shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

NOW THEREOF IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. Appointment of the Investment Adviser

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

2. Consent of the client

- 2.1 I/ We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
- 2.2 Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with ‘person(s) associated with the investment advice’.

3. Declaration from the Investment Adviser that:

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

4. Fees specified under Investment Adviser Regulations and relevant circulars issued thereunder

- 4.1 As per clause 15A of SECURITIES AND EXCHANGE BOARD OF INDIA (INVESTMENT ADVISERS) REGULATIONS, 2013

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

- 4.2 Circular No.: SEBI/HO/IMD/DF1/CIR/P/2020/182 dated Sep 23, 2020, may be referred to access the guidelines issued by SEBI in this regards:

https://www.sebi.gov.in/legal/circulars/sep-2020/guidelines-for-investment-advisers_47640.html

5. Fees:

- 5.1 In consideration for the services to be rendered by Investment Adviser, the Client agrees to pay to Investment Adviser charges/fees as per Investment Adviser's schedule of charges/fees (more particularly described in **Schedule A**).
- 5.2 The payment of fees shall be through any mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be in cash.
- 5.3 The client agrees to pay balance fees within 7 days of payment due date, as mentioned in Schedule A, failing which the services would be stopped and the agreement would stand cancelled.
- 5.4 If the client doesn't pay advance fees of 50% within 7 days of execution of this agreement, this agreement will become null and void.

6. Scope of services:

The Investment Adviser agrees to provide services to the client as more particularly set out in **Schedule B**.

7. Functions of the Investment Adviser:

- 7.1 Investment Adviser shall provide Investment Advisory Services to the Client during the term of this Agreement as permitted under applicable laws and regulations governing Investment Adviser. The services rendered by the Investment Adviser are non-binding non-recourse Advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 7.2 Investment Adviser shall act in a fiduciary capacity towards its clients at all times. Investment Adviser shall act in a bonafide manner for the benefit and in the interest of the Client.
- 7.3 Investment Adviser shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 7.4 Investment Adviser shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 7.5 Pursuant to the SEBI (INVESTMENT ADVISERS) REGULATIONS, 2013 guidelines with respect to Risk Profiling and Suitability Assessment, Investment Adviser shall conduct proper risk profiling and risk assessment for each of the clients. As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Adviser needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.

- 7.6 Investment Adviser shall provide research reports to clients on potential investments at the time of giving investment advice. For current investments, Investment adviser may send updates, as and when Investment Adviser thinks it necessary.
- 7.7 Investment Adviser shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.
- 7.8 Investment Adviser shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 7.9 Investment Adviser undertakes to abide by the Code of Conduct as specified in the Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Adviser shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Adviser.

8. Investment objective and guidelines:

- 8.1 Investment Adviser would provide investment advice in listed Equity Shares (Large cap/ Mid-Cap/ Small Cap) as chosen by the client in Risk profiling form.
- 8.2 Investment Adviser undertakes to recommend direct implementation of advice i.e. through direct schemes/ direct codes, and other client specifications / restrictions on investments, if any.
- 8.3 Investment Adviser shall provide investment advice based on the risk profiling conducted for the client, total budgeted investment amount of the client and time period for deployment as informed by the client.
- 8.4 Investment Adviser shall communicate the tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee, if any.

9. Risk Factors:

The Client hereby agrees to undertake the risks pertaining to the investments as stated herein:

- a) Investment in equities, derivatives, mutual funds and Exchange Traded Index are subject to market risks and there is no assurance or guarantee that the objective of the Investment Strategy will be achieved.
- b) Past performance of the Investment Adviser does not indicate the future performance. Investors are not being offered any guaranteed returns.
- c) Investors may note that Investment Adviser's investment advice may not be always profitable, as actual market movements may be at variance with anticipated trends.
- d) The Investment Adviser is neither responsible nor liable for any losses resulting from Investment Advisory Services.
- e) The liquidity of the Investment Adviser's investment advice is inherently restricted by trading volumes in the securities in which it invests.

- f) The Investment Adviser may, considering the overall level of risk of the client, advice lower rated/ unrated securities offering higher yields. This may increase the risk of the client's portfolio.
- g) The performance of the Investment Strategies may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- h) The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance of equity related investment strategies may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- i) There are inherent risks arising out of investment approach, investment objectives, investment strategy, asset allocation and non-diversification of portfolio.
- j) Changes in Applicable Law may impact the performance of the Portfolio.

10. Validity of advisory services:

- 10.1 The validity of this agreement starts from the date of signing and will continue to be in force till 12 months.
- 10.2 The Agreement will be deemed to be terminated after date of completion of the agreement term if not renewed for the subsequent year under the prevalent terms & conditions.

11. Amendments

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

12. Termination

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

13. Implications of Amendments and termination:

- 13.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;

13.2 In case the clients are not satisfied with the services being provided by the investment adviser and want to terminate/ stop Investment Advisory services or the investor adviser is unable to provide Investment Advisory services, either party shall have a right to terminate Investment Advisory relationship at any time subject to refund of Advisory fee after deducting one quarters fee as breakage fee in case termination is initiated by the clients and refund of the proportionate Advisory fee in case termination is initiated by Investment Adviser.

13.3 The Investment Adviser would provide transition support, if requested, to the client in the event of termination.

14. Relationship with related parties:

14.1 The Investment Adviser hereby declares that it is carrying on its activities independently, at an arms-length basis with its related parties.

14.2 Investment Adviser does not have any conflict of interest of the investment Advisory activities with its relationship with related parties, such conflict of interest shall be disclosed to the client as and when they arise.

15. Investment Adviser engaged in other activities:

15.1 Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an Advisory client.

15.2 Investment Adviser shall not provide investment Advisory services, for securities and investment products, either directly or through their group to the distribution client;

16. Representation to client:

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

17. No right to seek Power of Attorney:

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

18. No conflict of interest:

18.1 Investment Adviser does not have any conflict of interest of the investment Advisory activities, such conflict of interest shall be disclosed to the client as and when they arise.

18.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

19. Maintenance of accounts and confidentiality:

19.1 Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the SEBI (Investment Advisers) Regulations, 2013.

19.2 Investment Adviser shall not divulge any confidential information about its client, which has come to its knowledge, without taking prior permission of its client, except

where such disclosures are required to be made in compliance with any law for the time being in force.

20. Liability of Investment Adviser.

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

21. Representations and covenants:

21.1 Details of name, contact no, email id, certification and qualifications of the adviser, principal officer, persons associated with the investment advice

Principal Officer/ Adviser

Name	Contact No.	Email	Certification	Qualification
Mr. Manish Kumar Goyal	9720128589	mnshgoyal@gmail.com	NISM (Investment Adviser Level 1 & 2)	FCA, B.Com (Hons)

21.2 Investment Adviser is registered with SEBI as Investment Adviser with Registration No. INA100007736. The investment adviser got its registration on 29/05/2017 and is engaged in Advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.

21.3 The Investment Adviser represents and warrants that principal officer of the Investment Adviser is appropriately qualified and certified as specified in regulation 7 of SEBI (Investment Advisers) Regulations, 2013.

21.4 The Investment Adviser also represents and covenants that it shall maintain/ comply the aforesaid qualification and registration throughout the validity of its advisory services.

22. Death or Disability of client:

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

22.2 The liability of fees dues with respect to services would be on the authorized representative of the client.

23. Settlement of disputes and provision for arbitration

23.1 No suit, prosecution or other legal proceeding shall lie against the Investment adviser for any damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

23.2 All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and Investment Adviser 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 New Delhi and the language of Arbitration will be English.

23.3 The Investment Adviser has formulated this Agreement in accordance with the Regulations, Rules and other guidelines of SEBI, and other concerned authorities subject to modification to the extent required by any applicable law, regulation, rule or guideline. This Agreement and the rights and liabilities of the parties shall always be subject to the Act, the Regulations, the Rules and guidelines of SEBI and other concerned authorities.

24. Adherence to grievance redressal timelines

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

25. Severability

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

26. Force Majeure

26.1 The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply.

26.2 In the event of equipment breakdowns beyond its control, the Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

27. Miscellaneous

Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof.

Multibagger Securities Research & Advisory Private Limited

SEBI Registered Investment Advisers Registration No. INA100007736

(Type of Registration- Non-Individual, Validity of Registration- 29.05.2017 to 28.05.2022)

Address: 410, Pearl Best Heights-I, Netaji Subhash Place, Pitampura, New Delhi-110034

Contact No: 011-41634643, Email: info@multibaggershares.com

SEBI regional/local office address - The Regional Director, NBCC Complex, Office Tower-1, 8th Floor,
Plate B, East Kidwai Nagar, New Delhi-110023

Principal Officer: Mr. Manish Goyal, Contact No: 91 97201 28589, Email: mnshgoyal@gmail.com

Fee Schedule

Effective from 1 April 2021

Total Investment Advisory Fees	Rs. 1,47,500/- (inclusive of 18% GST)
Payable at the time of onboarding	Rs. 73,750/- (50% of total fees as advance fees)
Payable after 3 months of onboarding (within 7 days after end of 3 months)	Rs. 36,875/- (25% of total fees)
Payable after 6 months of onboarding (within 7 days after end of 6 months)	Rs. 36,875/- (25% of total fees)

Illustration(s) on how the fee will be determined

Client Joining date	Amount payable	Payment due date
1st April, 2021	Rs. 73,750/-	1st April, 2021
	Rs. 36,875	1st July, 2021
	Rs. 36,875	1st October, 2021

The Company shall issue Tax Invoice to client evidencing receipt of payment of fee.

Periodicity of billing with clear date and service period:

S. No.	Periodicity of billing with clear date	Service Period
1	Within 3 days of receiving first payment	One year
2.	Within 3 days of receiving second payment	
3.	Within 3 days of receiving third payment	

Renewal Fees:

Rs. 75,000/- (inclusive of 18% GST) for continue to receive updates, on our recommended stocks, for further one year.

Scope of Services

1. 3 New Long Term Multibagger potential small cap stock names along with research reports will be given on the same or next working day of payment.
2. We will keep sending updates to you regarding recommended stocks, whenever we think it necessary/ required.
3. If sell call is given by us on any of recommended stocks during the tenure of service, then new stock will be given free in lieu of that stock.

In case of renewal of services:

1. The client will continue to receive updates on our recommended stocks, whenever we think it necessary/ required, for further one year.
2. If sell call is given by the Company on any of these stocks during the tenure of service, then new stock will be given free in lieu of that stock.