

INVESTMENT ADVISORY AGREEMENT

This Agreement (“**Agreement**”) made this _____ day of _____
 (“Effective Date”)

BETWEEN

Mr./Ms./Messer. _____
 _____ Resident of / having its registered office at /
 having its principal place of business at _____

(hereinafter referred to as the ‘**Client**’ which expression shall include, unless it be repugnant to or inconsistent with the subject or context thereof, his/her/its successors, legal heirs, administrators and executors) of the ONE PART

AND

OPPORTUNE WEALTH ADVISORS PRIVATE LIMITED a company incorporated under the Companies Act 1956 and having its Registered Office at 10-A, Harbour Heights-A, N. A. Sawant Marg, Colaba, Mumbai – 400 005, Maharashtra, India (hereinafter referred to as ‘**Opportune**’ or the ‘**Investment Adviser**’ which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PART.

1. **APPOINTMENT OF THE INVESTMENT ADVISER**

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

2. **CONSENT FORM**

I/We, _____, the **Client** hereby declare that:

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 fees.

Based on my/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'

➤ Client Signature: _____

3. **DECLARATION**

It is hereby declared that:

- 3.1. Opportune shall neither render any investment advice nor charge any fee until the Client has signed this agreement w.e.f. April 1, 2021.
- 3.2. Opportune 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 Opportune.
- 3.3. Opportune shall not, in the course of performing its services to the Client, hold out any investment advice implying any assured, minimum, target returns or percentage accuracy or service provision till achievement of target return or any other nomenclature that gives the impression to the Client that the investment advice is risk-free and/or susceptible to market risks and or that it can generate returns with any level of assurance.

4. FEE SCHEUDLE:

4.1. REGULATION 15 A OF THE SEBI INVESTMENT ADVISER REGULATIONS

As per Regulation 15 A of the Investment Adviser Regulations:

“Provides that Investment Advisers shall be entitled to charge fees from a Client in the manner as specified by SEBI, accordingly Investment Advisers shall charge fees from the Client in either of the two modes:

(A) Assets under Advice (AUA) mode

- a. The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per Client across all services offered by Investment Adviser.*
- b. Investment Adviser shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the Client.*
- c. Any portion of AUA held by the Client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the Investment Adviser.*

(B) Fixed fee mode

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

General conditions under both modes

- a. In case “family of Client” is reckoned as a single Client, the fee as referred above shall be charged per “family of Client”.*
- b. Investment Adviser shall charge fees from a Client under any one mode i.e. (A) or (B) on an annual basis. The change of mode shall be effected only after 12 months of on boarding/last change of mode.*
- c. If agreed by the Client, IA may charge fees in advance. However, such advance shall not exceed fees for 2 quarters.*
- d. In the event of pre-mature termination of the Investment adviser services in terms of agreement, the Client shall be refunded the fees for unexpired period. However, Investment adviser may retain a maximum breakage fee of not greater than one quarter fee.”*

Where Family of client is defined in Regulation 2(gb) as:

“family of client” shall include individual client, dependent spouse, dependent children and dependent parents”

- 4.2. Opportune shall charge fees from the Client in Assets under Advice (AUA) mode as per the ‘Annexure -2’.

5. TERMS OF FEES AND BILLING:

- 5.1. As per Investment Adviser Regulations, Client hereby undertake that, Client shall provide the original supporting documents like demat statements, unit statements, contract notes etc. of the transactions done based on recommendations received from Opportune and agree to register the same on Opportune IT system as records of the transactions.
- 5.2. Client confirms that it is not dependent on its family members to enter into present Agreement and further confirms that the investment, if any to be made by the Client pursuant to execution of this Agreement will be from its independent financial sources and not that of its family members. Client confirms, undertakes and agrees to be charged fee as an independent Client and not within Family of Client.
- 5.3. Regulation 15 A of the amended Investment Advisory Regulations provide that Investment Adviser shall be entitled to charge fees for providing investment advice from Client in the manner as specified by SEBI, accordingly with effect from April 1, 2021.
- 5.4. The specific details about the mode of payment and period in which payment shall be due, including the fee structure are as per 'Annexure-2'.
- 5.5. The Client agrees that 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.
- 5.6. If Client opts to use E-NACH/E-Mandate for making fee payments for handling recurring payments on Opportune's discretion. The Client hereby agrees to acknowledge the engagement and appointment of such National Automated Clearing House ("NACH") service providers by the Opportune at such remuneration / fees as agreed between the Opportune and the NACH service provider in writing from time to time, under the Applicable Laws. It is expressly agreed by the Client that, the Opportune shall provide to the NACH service providers the Client' bank account details for verification and the Client agrees to provide the required consents for fund transfer (credit) to the Client account by the NACH service providers and provide such other details and co-operation as may be required to avail the services of NACH service providers from time to time.

6. SCOPE OF SERVICE:

- 6.1. Opportune is duly registered with the Securities and Exchange Board of India (hereinafter referred to as "SEBI") under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 (Referred to as "said Regulations" or "Investment Adviser Regulations") via Registration No. **INA000005366**; and is also registered with the Association of Mutual Funds in India ("AMFI") as a AMFI Registered Mutual Fund Advisor ("ARMFA") under the AMFI Guidelines and Norms for Intermediaries ("AGNI") with AMFI Registration number **ARN-**

111547. Opportune is engaged in providing Investment Advisory services to its Client in securities, mutual fund schemes, bonds, fixed income securities and such other financial investments as are permissible. By signing this document, the Client has agreed to avail of the advisory services of Opportune, which are non-discretionary in nature, i.e. not binding on the Client. Advice will be provided to the Client, and the final decision of executing/acting on that advice lies with the Client. The said activities shall be subject to the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

- 6.2. The Client represents that he/she/it is eligible to enter into this Agreement. The Client having agreed to avail of the services shall be deemed to have satisfied itself with regard to eligibility of Opportune in this respect. The Client may cause its duly constituted attorney(s) to represent the Client under this Agreement.
- 6.3. Opportune and the Client hereby record their mutual understanding and their common intention in the manner as hereinafter provided.
- 6.4. The client also agrees that henceforth, as of the date of this agreement, that Opportune shall not give advisory client any products under distribution mode. Any past investments made under distribution mode, will remain as is and are not in conflict with this agreement.

7. **FUNCTIONS / DUTIES OF THE INVESTMENT ADVISER:**

Opportune declares at the time of signing of this Agreement, the functions/operations/objective/agreements/activities of Opportune are compliant with the Investment Adviser Regulations and the amendments, rules, circulars, and notifications issued thereof. Opportune reserves the right to amend/modify/substitute any clause in this agreement, with prior intimation to the Client, or modify its functions/operations/objective/activities to continue to comply with the provisions of Investment Adviser Regulations and the amendments, rules, circulars, and notifications thereof, issued from time to time, as and when applicable and further declares:

- 7.1. That the Principal Officer and all persons associated with providing investment advice of Opportune are in continuous compliance with the eligibility criteria as specified under the Investment Adviser Regulations.
- 7.2. That Opportune has a detailed and meticulous process of interviewing and documenting each Client' risk profile. The investment advisory services provided to each Client is fine-tuned and personalized to suit the risk capacity and risk aversion of each Client. This is done to ensure that the advice meted out to the Client is commensurate with his/her/it's risk profile in compliance with the Investment Advisory Regulations.

- 7.3. That Opportune provides reports to Client on potential and current investments in such frequencies and formats as required by Client and/ SEBI from time to time.
- 7.4. That Opportune maintains all relevant records i.e. 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 Client along with dated investment advice and its rationale in compliance with the are maintained as per Investment Advisory Regulations.
- 7.5. That Opportune ensures annual audit in respect of compliance with the Investment Advisory Regulations, as amended thereof.
- 7.6. That Opportune and its' employees shall abide by the Code of Conduct as specified in the Third Schedule of the Investment Advisory Regulations. That Opportune shall act in fiduciary capacity towards client at all times.
- 7.7. Opportune shall advise to invest such capital, after seeking the necessary disclosures and clarifications from the Client, as required under the Prevention of Money-Laundering Act, 2002. The Client hereby represents and warrants that all such disclosures and clarifications given by it are true and complete in all respects. The Client shall indemnify Opportune from any claims, proceedings or any losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such disclosures and clarifications.
- 7.8. Opportune shall exercise due care and diligence in rendering service to prevent as far as possible a loss of capital under this Agreement. However, it is understood that investment advice is made on an evaluation basis and there can be no assurance with regard to returns or even preservation of capital.
- 7.9. Opportune will make best efforts to safeguard the Client' interests with regard to dealings with capital market intermediaries such as brokers, depositories etc. Any contract or understanding arrived at by Opportune with any such intermediary shall be strictly for the benefit of the Client, and Opportune shall not be responsible or liable for the due performance of the contract or understanding by the intermediaries.

8. **INVESTMENT OBJECTIVES AND GUIDELINES:**

- 8.1. Long term equity investment focused on investing in companies with high growth and strong balance sheet. Opportune team looks for companies which have economic moats, and/or display potential to develop strong competitive advantages over time. Companies that operate in industries that are potentially high growth and/or going through a transformation to be high-growth in the long-run. Management of companies which are ethical and sound. Valuations which are reasonable or fair, taking growth into perspective, however, we do not mind paying a premium for quality

stocks. By signing this agreement, Client accept this investment philosophy and objective as primary to their portfolio as well.

- 8.2. Opportune undertakes to recommend direct implementation of advice i.e. through direct implementation of advice i.e. though direct schemes/direct codes and that of third-party products recommended if any, and other Client specifications / restrictions on investments, if any. (*Please see Clause 20 – Related Parties*)
- 8.3. Financial plan would be based on the risk profiling conducted for the Client, time period for deployment of funds and other relevant factors.
- 8.4. Consultation regarding tax related aspects pertaining to investment advice and if applicable on the fees payable to Opportune.
- 8.5. In pursuance of the objective of this Agreement, which is to provide the Client with a structure that the Client aims to achieve including preservation and growth of the Client’ capital, Opportune shall endeavor to apply its professional expertise and best efforts in order to help the Client achieve this object.

9. **INVESTMENT OF CAPITAL:**

- 9.1. In furtherance to the objective (*Please see Clause 8*), Opportune shall advise to invest the Client’ funds primarily in securities of companies, Mutual Funds and bonds which shall be as per the terms of this agreement. The Client clearly understands that investment in securities entails a high degree of risk and that there is no assurance by Opportune about returns thereon or even as regards preservation of capital (*please see risk factors – Clause 12*) The Client is therefore, investing through this Agreement, only such capital that can be entirely risked and places them for best advice.
- 9.2. The Client shall be free to (i) bring in additional funds for advice purposes, over and above the initial investment done by him, or (ii) withdraw any cash or securities from the portfolio account, at any point of time by informing in writing to Opportune.
- 9.3. Opportune shall at its discretion advice to invest capital of the Client in terms of this Agreement. The Client realizes that the investments of Opportune and/or its other Client, officers, associates, brokers or custodian may be similar or dissimilar to holdings in the Client’ account and such investments may be made at different times and/or at different prices than investment by any of them.
- 9.4. Subject to the fees charged by Opportune, all variations in the value including capital appreciation, trading profits, dividends, rights and bonus on the securities of the Client’ funds would be to the account of and belong solely to the Client.

10. **DUTIES AND OBLIGATIONS OF THE CLIENT:**

- 10.1. The Client shall maintain utmost secrecy with regards to investments advised by Opportune. In no case shall the Client replicate the investments made by the adviser for the benefit of others or for himself / herself / itself in other parallel accounts. By signing this Agreement, Client agrees not to replicate portfolio outside of money under advisement by advisor; and in another account. *(Please see Clause 11 - Confidentiality)*
- 10.2. In the event of a change in any of the material facts or information that may affect the very foundation of this Agreement, Opportune may seek advice or appropriate directions, where required, from competent authorities under applicable law with regards to the continuation of this Agreement and any other agreements entered with the Client which may be affected by the change. In addition to the above and more particularly where the Client is a partnership firm or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/trust, and all present partners/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by Opportune and until all such obligations have been fulfilled.
- 10.3. The Client shall plan and pay any tax (long-term or short-term capital gains, income tax etc.) and other governmental liabilities that may arise as consequence of the portfolio transactions on its account. It should be clearly understood that tax considerations shall not be allowed to supersede investment decisions even though Opportune recognizes the desirability of maximizing post tax returns.
- 10.4. Opportune is not responsible for tax compliance of its Client in any manner.
- 10.5. Opportune has undertaken know-your-customer (KYC) formalities. If there is any change in the information provided by the Client to Opportune, the onus of updating the same lies with the Client. *(Please see Clause 30.2 – KYC)*

11. **CONFIDENTIALITY:**

- 11.1. Opportune shall be responsible for maintenance of Client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 11.2. Neither party hereto shall during the continuance of this Agreement or after its termination disclose to any person, firm, company or institution whatsoever (except with the authority of other party or except as required by the laws; or unless ordered to do so by a court of competent jurisdiction on any relevant regulatory authority) any information relating to the business, investments, finances or other matters of a confidential nature of any other party of which it may in the courses of its duties hereunder or otherwise become possessed and each party shall use all reasonable endeavors to prevent any such disclosure as aforesaid. For the purpose of this Agreement, “**Confidential**

Information” of Opportune means data and information which is confidential and proprietary in nature, including but not limited to information and data which may or may not be owned or controlled by Opportune and not generally known to the public, information concerning such as technical information on Investments, Research, Concepts, Data Analysis, Computer Programs, Algorithms, Software, Reports, Processes, Specifications, Instructions, Customer List, Financial Information, Business Plans, Costs, Pricing Information, and all other concepts or ideas involving or reasonably related to the business or prospective business of Employer, information related to Proprietary Information, products, plan, proprietary technology, design rights, commercial secrets, confidential market information, customers, assets, affairs, Intellectual Property or other Business related information of Opportune or its Affiliates and/or pertaining to any third parties with which Opportune and/or Affiliates have relationships, and disclosed to or obtained by Client or to which Client has access during the Term of this Agreement or any time after or that is generated by or utilized in the operations of Opportune and/or its Affiliates and whether produced or reproduced in graphic, written, electronic, or machine readable form or any media or orally and whether or not the information is expressly stated to be confidential or marketed as such and includes, but is not limited to information of value of significance to Opportune and/or its Affiliates and/or its Competitors (present or potential).

12. **RISK FACTORS**

- 12.1. Equity instruments by nature are volatile and prone to price fluctuations on a daily basis due to several macro and micro factors affecting the stock market. Trading volumes, settlement periods and transfer procedures may restrict the liquidity of these investments. This may have adverse impact on individual securities /sector and consequently on the portfolio. Investments in equity shares and equity related instruments involve a higher degree of risk and investors should not invest in these securities unless they can afford to take the risks.
- 12.2. Investments in derivative instruments are subject to high levels of risk. Use of derivative instruments is made to enhance the portfolio returns, but there can be greater levels of loss to the portfolio as a result of investment in derivative instruments. To the extent that Opportune advises the Client to invest in fixed income securities, the value of the portfolio shall be affected by changes in the general level of interest rates. Debt securities are subject to the risk of an issuer's inability to meet interest and principal payments on its debt obligations (credit risk) and price volatility due to factors such as changes in interest rates, general level of market liquidity and market perception of the creditworthiness of the issuer, among others (market risk).
- 12.3. Market risk: Risk of losing investment due to factors such as prevailing political, economic other conditions in India and Macroeconomic risk that affect the performance of the overall market.
- 12.4. Unsystematic risk: Is a category of risk that only affects an industry or a particular company. This may be subject to a cascading effect even though the particular sector may not be affected directly.

- 12.5. Business risk: Refers to the basic viability of a business and its ability to cover its operational expenses and turn a profit.
- 12.6. Credit or Default risk: Risk that a borrower will be unable to pay the contractual interest or principal on its debt obligations.
- 12.7. The other risks that can affect investments are currency risk, interest rate risk, liquidity risk, war, force majeure etc.
- 12.8. Client(s) understand that investment suggestions/ advisory made by Opportune are subject to various market, currency, economic, political and business risks and that these investment advices shall not always be profitable.

13. **LIMITED LIABILITY CLAUSES**

- 13.1. Any loss in conjunction with the advice provided is the sole responsibility of the Client. The Client acts at his/ her/ its own risk on the advice provided. The Adviser, shareholders, employees and directors, and affiliates of the Adviser, if any, will not bear any of the losses incurred as a result of the advice, and are not liable to compensate the Client in any manner.
- 13.2. Opportune does not provide any warranty/guarantee (*express or implied*) as to the appreciation of the securities or otherwise, in which the capital is invested by the Client under advisement by Opportune. Opportune shall not be liable in case of depreciation in the value of securities in which the capital is invested by the Client, or any indirect or consequential losses. The Client confirms to Opportune that prior to acting upon any investment advice provided by Opportune, he/she/it will read all relevant documents pertaining to the securities or financial instruments that are the subject of the advice and proceed with the investment only after understanding all the risks associated with each type of investment including the standard risks, if any. Opportune shall not in any way, directly or indirectly be responsible or liable for the loss or otherwise which arises to the Client on account of not reading the said documents and/or understanding the risks involved with the investment(s).
- 13.3. Client expressly agree and undertake not to hold Opportune liable, financially or otherwise, in respect of any losses caused to me due to above mentioned various risks under any circumstances whatsoever.
- 13.4. Past performance of Opportune does not indicate the future performance of the same strategy or any other future strategies.
- 13.5. There are risks of having concentrated portfolios in either any sector/company and Opportune follows an approach of de-risking the portfolio of the Client by advising/ diversifying the same

within many sectors/companies. Diversification of a portfolio can give safer returns to the Client with a relatively lower degree of risk but such a strategy does not ensure a huge out-performance. However, from time-to-time, Opportune may suggest a concentrated portfolio strategy to make the most of market timing strategies. Opportune reserves the right to be wrong about the advice given, and the onus of accepting the advice and executing on it lies solely with the Client.

14. **INDEMNITY**

Without prejudice to the right of indemnity available to Opportune under any law, Client agree to indemnify and hold Opportune harmless to the full extent against:

- 14.1. All losses, damages, liabilities, costs and expenses Client incur in connection with investigation of, preparation for and defense of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done on Opportune's engagement hereunder.
- 14.2. Any negligence/ mistake or misconduct by Client.
- 14.3. Any breach or non-compliance by me of the terms and conditions.

15. **FORCE MAJEURE:**

- 15.1. 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, epidemic, pandemic, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, or failure of communication or power supply.
- 15.2. In the event of equipment breakdowns beyond its control, Opportune shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

16. **VALIDITY OF ADVISORY SERVICES**

- 16.1. The term of the present contract shall be the term of the plan selected by the Client, referred in '**Annexure-2**'.
- 16.2. Client understand that, for uninterrupted provision of advisory services, Client shall have to renew his/her services plan with Opportune. Renewal shall be considered and executed if Client do not intimate Opportune his / her decision to discontinue the plan in writing (prior to 30 days) before the plan expires. In case of such renewal, Client shall pay the necessary fees to Opportune when they become due and invoice is raised for the quarter/month following renewal. Client further

understand that, in case Client fails to pay necessary fees as per invoice raised, within one month, Opportune may close Client' services after giving intimation of the same.

16.3. In case of Renewal, the term of the present agreement shall stand extended till further period according to plan chosen by the Client at the time of renewal.

17. **AMENDMENTS**

The agreement is binding on both the parties and will be amended only when both parties have given their mutual written consent through writing or Email.

18. **TERMINATION:**

Opportune reserve the right to terminate this agreement on its own discretion and is not obliged or required to provide any reasons for doing so. Additionally, this Agreement may be terminated under the following circumstances, including but not limited to-

18.1. On the closure of the business of Opportune.

18.2. By the voluntary termination of the Investment Advisory services by Opportune or the Client by giving prior notice in writing of 30 days. Opportune reserves the right to terminate this Agreement with immediate effect in case the Client does not pay any fees as required to be paid by it to Opportune in terms of this Agreement or if the Client commits a breach of any of its obligations under this Agreement. It is provided that opportune may at its discretion instead of terminating this Agreement with immediate effect, may terminate it, if after notice of 15 days, the Client does not remedy the breach.

18.3. In the event that the laws or regulations of India at any time be or become such that this Agreement cannot be continued, enforced or performed according to its terms.

18.4. In the event that any statutory or government license or permission or registration is withdrawn, cancelled, or nullified causing the terms of the Agreement to be inoperative or unenforceable.

18.5. In case of suspension of the certificate of registration of Opportune, the Client shall have the option to terminate this agreement.

18.6. Upon insolvency, bankruptcy, dissolution or liquidation of Opportune or the Client

18.7. On Termination of this Agreement, the Client shall promptly return any/all Confidential Information of Opportune that it may have in its possession by virtue of this Agreement or otherwise.

18.8. The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any party hereto against the other party hereto.

19. **IMPLICATION OF AMENDMENTS AND TERMINATION:**

19.1. Client agrees and confirm that in the event of termination the terms and conditions of this contract shall continue to bind on Client during the said subsisting period of 30 days.

19.2. If at any time during the term of this contract, Client fails to perform his/her obligations including non-payment of fees as per the schedule under this contract and/ or commit a breach of its Duties (*Please see Clause 10 – Duties and Obligations of Client*), Opportune shall have the right to hold its services and notify to Client setting forth the breach of obligations under the contract. Unless within seven (7) days after the giving of such notice, the breach is cured or steps have been taken in good faith and/ or being carried out with due diligence to cure the same, Opportune shall terminate this contract and take legal recourse as may be permissible in law.

19.3. If the termination is due to suspension/cancellation of registration or due to any other action taken by other regulatory body/government authority, then the fees will be refunded on a pro-rata basis.

19.4. In case of any amendments/modifications/alterations to the terms of this agreement, either by mutual consent, or by any decision/rule/regulation/circular issued by SEBI, the Client may seek clarification from the officers of Opportune to enable ease of transition.

20. **RELATIONSHIP WITH RELATED PARTIES**

20.1. Opportune declares that it is carrying on its activities independently, at an arms-length basis with its related parties. This arm's length relationship shall be maintained throughout the tenure of advisory service.

20.2. Opportune declares that they will inform the Client of any conflicts of interest, in writing, if they should arise.

20.3. Opportune has a channel partnership agreement and therefore recommends to the Client, services of Motilal Oswal Financial Services Ltd. (*erstwhile Motilal Oswal Securities Limited*), for trading/brokerage, mutual fund distribution and demat account opening, to help Opportune monitor their portfolio closely through the technology and back-office support offered by Motilal Oswal

Financial Services Ltd. to Opportune. If client chooses to buy through existing Motilal Oswal demat then Opportune is not liable for the indirect method chosen by them. However, the Client may execute trades with another broker or through another demat account, subject to the funds advised by Opportune being separately earmarked. Opportune does not share any part of the brokerage earned by Motilal Oswal Financial Services Ltd. from its clients, and the only fees/ revenue earned by Opportune is from the fees paid by its clients.

21. **INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES:**

21.1. Opportune maintains an arms-length relationship between its activities as an investment adviser and other activities and to covenant that this arm's length relationship shall be maintained throughout the tenure of advisory service.

21.2. Opportune hereby declares:

21.2.1. That they shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory Client after 1 April 2021, in line with the new SEBI Guidelines issued on 23/09/2020.

21.2.2. That they shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution Client after 1 April 2021, in line with the new SEBI Guidelines issued on 23/09/2020.

21.3. Opportune declares that, with consent of the Client and notwithstanding the terms of this agreement and subject to the rules/regulations/circulars/notifications issued by SEBI from time to time and pertaining to Opportune, may enter into any other agreement with the Client for all such services provided by Opportune are mentioned on their official website.

22. **REPRESENTATION TO CLIENT:**

When applicable, Opportune ensures 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.

23. **NO CONFLICT OF INTEREST:**

23.1. Client understand that Opportune serves as investment advisor for other Client and shall continue to do so. Client also understand that Opportune may give advice or take action in performing its duties to other Clients, or for its own accounts, that differ from advice given to or acts taken for me.

Opportune is not obligated to recommend for me any security that any other investment advisor may recommend for any Client or for its own accounts.

- 23.2. This contract does not limit or restrict Opportune in any way from buying, selling or trading in any security or other investments for its own accounts.
- 23.3. Opportune shall disclose to the Client all conflicts of interest as and when they arise. Further, Opportune shall not derive any direct or indirect benefit out of the Client' securities/investment products.

24. **NO RIGHT TO SEEK POWER OF ATTORNEY:**

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

25. **DEATH OR DISABILITY OF CLIENT:**

- 25.1. The death, disability or incompetency of Client will not terminate or change the terms of this Agreement for the remaining tenure of the Agreement. However, Client' guardian, nominee or other authorized representative may terminate this Agreement by giving written notice to Advisor.
- 25.2. The Client agrees that in the event Opportune is not informed of the death or disability of the Client in accordance with Clause 25.1, Opportune shall not be held liable for any issues, transactions, claims, losses, etc., arising out of such circumstances. The nominee of the client is liable to pay fees due from deceased client, before terminating the agreement with Opportune.

26. **ARBITRATION:**

- 26.1. Opportune always maintains that it acts in good faith and in the interest of its Client and further declares that any action, decision, policy change, modification to any terms/structure of agreement, change in personnel or any administrative decision and/or execution of such decisions is done in good faith and in compliance with the rules/regulations/circulars/notifications issued by SEBI from time and time and therefore is not liable for the same.
- 26.2. This contract shall be governed and construed in accordance with the laws of India and exclusive jurisdiction limited to courts at Mumbai. All disputes, claims, suits and actions arising out of this contract or its validity will be finally decided in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

26.3. The disputes, if any, between the parties shall, in the first instance attempted to be resolved mutually/consensually, failing which shall be adjudicated by way of arbitration:

26.3.1. The Arbitration shall be adjudicated by Sole Arbitrator, which shall be mutually appointed by both parties (within a period of 30 days from date on intimation regarding dispute) and the award so passed by the Sole Arbitrator shall be binding on all parties. The venue for arbitration shall be at Mumbai, Maharashtra.

26.3.2. Language of arbitration shall be English.

26.3.3. If the parties do not agree to the appointment of a sole arbitrator, then, the Client agrees that Opportune shall have discretion to appoint a sole arbitrator subject to the Rules and Regulations of the Arbitration and Conciliation Act, 1996.

27. **GOVERNING LAW:**

This Agreement shall be governed by the laws of India and the courts of Mumbai, Maharashtra shall have exclusive jurisdiction.

28. **ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES:**

28.1. Opportune shall use its best effort to perform within the timelines which results are satisfactory to the Client. Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

28.2. **Grievance redressal mechanism established by Opportune, in accordance with the SEBI Circular**

28.2.1. In case of any grievance/complaint against Opportune or any of its employees, the Client may contact the following person:

Name: Compliance Officer, *Opportune Wealth Advisors Private Limited*

Contact number: 86574-44326

Email address: operations@opportunewealth.com;

Clientrelations@opportunewealth.com

28.2.2. You may also approach Director at Opportune Wealth Advisors Private Limited, as the case may be:

Name: Mr. Ajaya Jain, *Director, Opportune Wealth Advisors Private Limited*

Contact number: 93222-34371

Email address: jain.ajaya@gmail.com

- 28.3. In case of any delay beyond 15 days in resolving your grievance as received above, Opportune shall communicate the same to you.
- 28.4. In case, you are not satisfied with the Response, the Client can lodge their grievances with SEBI at website for SEBI Complaints Redress System (SCORES) <http://scores.gov.in> or may also write to any of the offices of SEBI. For any queries, feedback or assistance, please contact SEBI Office on Toll Free Helpline at 1800 22 7575 / 1800 266 7575.
- 28.5. You may also note the following SEBI regional / local office address: Plot No. C 4-A , G Block, Near Bank of India, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051

29. **SEVERABILITY:**

If any term, condition or provision of this Agreement is deemed invalid, void or ineffective for any reason by an arbitration panel or court of competent jurisdiction, all of the remaining provisions of this Agreement shall remain in full force and effect and will in no way be affected

30. **MISCELLANEOUS:**

30.1. **NOTICES**

- 30.1.1. Any notice or communication to be given by one party to the other may be given by registered Email id, post, or personal delivery duly acknowledged or sent by registered post and by no other mode at the respective addresses of the parties or at such other address as may be subsequently intimated by one party to the other in writing.
- 30.1.2. Any such communication shall be deemed to have been served when sent by registered post/to the registered email, when the same is actually received by the addressee.
- 30.1.3. Such notice or communication shall be sent at the address of the party to whom it is to be given at its corporate office herein before mentioned or such other address that may be communicated by the party concerned to the other party from time to time.

30.2. **KNOW YOUR CUSTOMER (KYC)**

SEBI has enabled the usage of eSign, Digilocker and electronic signature as permitted by the Government of India under the Information Technology Act, 2000. The enablement of eSign, Digilocker and electronic signature would facilitate Client to submit their Officially Valid Documents (OVDs) (proof of identity and proof of address), for the purpose of KYC to the Opportune's online platform, through e-mail or electronic means. Client have provided all the

necessary KYC information and undertake to comply with the KYC requirements on a continuous basis as and when asked for.

30.3. ELECTRONIC SIGNATURE

- 30.3.1. Esign, Digilocker, DocuSign, ZohoSign: In the future, Opportune may use technology based digital signature options for issuing of document with valid digital sign. This is a provision that Client is comfortable with this option in the future.
- 30.3.2. Client shall use eSign mechanism, which shall be accepted in lieu of wet signature on the documents provided by Opportune, eSign signature framework is operated under the provisions of Second schedule of the Information Technology Act and guidelines issued by the controller.

30.4. DISCLAIMER

- 30.4.1. Opportune shall maintain records of interactions with Client, including prospective Client (prior to on-boarding), where any conversation related to advice has taken place in the form of SMS or telephonic conversation, among others. Such records will begin with first interaction with the Client and will continue till the completion of advisory services to the Client.
- 30.4.2. Opportune shall maintain these records for a period of five years. However, in case where a dispute has been raised, such records will be kept till its resolution or if SEBI desires that specific records be preserved, then such records will be kept till further intimation from the regulator.
- 30.4.3. Only emails sent post onboarding of Client, from specific email IDs enlisted by Opportune as Principal Adviser (Suruchi Jain and her email, phone number, as well as emails from Client Relations desk) will only be treated as ADVICE. Until that time, all conversations between prospect and Investment Counselling team will be treated as consultations.

30.5. ENTIRE AGREEMENT

This Agreement together with all annexures attached hereto and executed by the parties hereto constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous agreements, negotiations, thereof.

30.6. WAIVER

No provision of and no default under this Agreement may be waived except by an instrument in writing signed by the party waiving the provision of this Agreement or default committed thereunder. No waiver of any provision or default shall be deemed a waiver of any other provision or default.

31. INDEPENDENT CONTRACTOR

Opportune's relationship with the Client is one of independent contractor, and nothing in this Agreement shall be construed as creating a partnership, agency, master-servant or employment relationship.

SIGNED AND DELIVERED by
the within named Client
For

SIGNED AND DELIVERED by
OPPORTUNE WEALTH ADVISORS
PRIVATE LIMITED
through its Authorised Signatory,

ANNEXURE 1 - CLIENT INFORMATION

Individual/Entity Name	
Address	
Date of birth/incorporation	
PAN	
GSTIN	
Contact	
Email address	

NOMINATION DECLARATION

Nomination Declaration: I wish to make a nomination and do hereby nominate the following person in whom all rights of transfer in respect of my account with Opportune shall vest.

Nominee's Name	
Nominee's Age	
PAN number:	
Guardian's Name (To be furnished in case the nominee is a minor (less than 18 years old))	

ANNEXURE 2
FEES SCHEDULE

Table 1
PARTICULARS OF SERVICE

(based on the risk profiling conducted for the client, total AUA of the client and time period for deployment)

Service Type	Committed Assets under Advice (Corpus) (INR)	Tenure (subject to re-adjustment of corpus)	Annual Fee	Approximate Fee Amount (INR)*	GST Amount (18%)	Approximate Total Amount

* Actual advisory fees shall be calculated as % of the net asset value of the portfolio, at the end of each quarter (i.e. on 31st March, 30th June, 30th September, 31st December) every year. The asset based fee is calculated on a weighted average of the daily Net Asset Value over each quarterly period. Government taxes/ GST / other taxes (at the prevailing rates) will be charged separately to the client. Sample schedule for client under equity advisory below.

SAMPLE FEES CHARGEABLE TAKING EXAMPLE OF 2.5% AUA MODE
(NOTE: THIS SAMPLE TO NOT BE TAKEN AS THE ACTUAL FEES CHARGEABLE TO THE CLIENT)

Equity Advisory Fees Schedule:	Sample for Rs. 25 Lakhs AUA (Assets Under Advisement):	
Invoice Date:	Weighted Daily Average AUA:	Advisory Fees before GST:
31 March 2021	23,00,673	x (90/365)*2.5%= 14,182
30 June 2021	20,45,000	x (91/365)*2.5%= 12,606
30 September 2021	27,30,000	x (92/365)*2.5%= 16,829
31 December 2021	25,00,400	x (92/365)*2.5%= 15,413
	Total Fees charged for one year:	Rs. 59,030/-

- Fees must be credited to the bank by NEFT/ Bank transfer/ cheque only. Cash/ PayTM will not be accepted as modes of payment.

- Fees not paid within 15 days of invoice date, will attract interest rate of 18% p.a. charged pro-rata
- If client leaves the services in the middle of a quarter, pro-rata invoice will be raised for the service period and needs to be paid/ cleared before agreement is terminated.
- Any dispute or concerns about fees being charged, must be raised before the next quarter-end and before next bill is raised.
- While Opportune will do their best to preserve and grow the client's capital; losses that arise from the advice given are sole responsibility of the client and Opportune Wealth does not promise to bear any losses on this account

Table 2
MODALITY OF FEES PAYABLE

Mode of charging fee	Assets under Advice (AUA) mode **
Duration of plan	Perpetual until terminated, with an option to change plan after one year from date of agreement
The quantum and manner of payment of fees for investment advice rendered	2.5 percent of AUA per annum **
The modalities and periodicity of payment of fees for investment advice rendered	Fees to be charged in advance for maximum of two (2) quarters, and subsequently, at the end of every quarter thereof, based on AUA valuation on such date. Invoice will be emailed to client on registered Email ID when due. Payment should be made within 30 days.
Type of documents evidencing receipt of payment of fee	Acknowledgement of payment received sent as an electronic email to registered E-mail ID of Client.

**Valuation of AUA to be calculated based on current market rates of the AUA demonstrated as per original supporting documents like demat statements, unit statements, contract notes etc. or any similar intimation of AUA received from Client / broker from time to time.