



I. Consent from the Client

I, , bearing PAN Card No. xxxxx (“Client”).

The Client hereby declare that:

- I have read and understood the Investment Advisory Services Agreement for investment advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
- 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’.

By and under the hand of the Client:

Authorized Signature

Name:

Place: Bengaluru

II. Declaration from the Investment Adviser

It is hereby declared that:

- The Investment Adviser shall neither render any Investment Advice (*as defined herein below*) nor charge any fee until the Client has signed the Investment Advisory Services Agreement.
- The Investment Adviser shall not manage funds and Securities (*as defined herein below*) 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.
- The 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.
- Registration granted by SEBI, membership of BASL and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors. Investment in the securities market is subject to market risks. Read all the related documents carefully before investing.

Signed and delivered by,

Right Alpha Capital Private Limited

under the hands of its Authorized Signatory

III. Fees Specified Under Investment Adviser Regulations and Relevant Circulars Issued Thereunder

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

Fees specified under the IA Regulations (*as defined herein below*):

(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.

IV. Fees charged to the Client (excluding taxes): Fixed fees/ AUM based fee of (excluding GST) per annum

For more details, kindly refer to **Clause 20** of this Agreement.

Client

Principal Officer

This Investment Advisory Services Agreement (“**Agreement**”) is made at **Bengaluru** on **01, December 2023** (“**Effective Date**”);

BY AND BETWEEN,

Right Alpha Capital Private Limited (erstwhile known as Matdev Investment Advisers Private Limited), a company incorporated under the provisions of Companies Act 2013, and having its registered office at Galaxy, Unit 2, Electra Block, 1st Floor, Wing A Exora Business Park, Prestige Tech Park II, Bellandur, Bengaluru – 560037, India (hereinafter referred to as “**Investment Adviser**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its administrators, receivers, successors and assigns) of the FIRST PART;

AND

xxxxxxx residing at **xxxxxxxxxx** (hereinafter referred to as “**Client**” which expression, unless it be repugnant to the meaning thereof, shall include his/her/its heirs/ successors, administrators, executors and permitted assigns) of the OTHER PART.

The Investment Adviser and the Client are hereinafter jointly referred to as the “**Parties**” and individually as the “**Party**”.

WHEREAS:

- A. The Investment Adviser holds a valid certificate of registration under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013, (hereinafter referred to as “the SEBI Investment Adviser Regulations”) to carry on the business of investment advisory services, bearing the registration no. INA200015592 dated June 13, 2022. The corresponding SEBI regional office is at the Bengaluru local office. The Investment Adviser has the requisite knowledge and expertise in providing investment related advice and being eligible to provide investment advisory services.
- B. The Client is desirous of seeking non-exclusive, non-binding, recommendatory advice pertaining to suitable investment opportunities from the Investment Adviser in accordance with this Agreement.
- C. The Investment Adviser has made available to the Client a copy of the “Disclosure Document”. The Client having read and understood the contents of the Disclosure Document has confirmed receipt of the same before availing services of the Investment Adviser in accordance with the terms and conditions set out in this Agreement.

Client

Principal Officer

- D. The Parties are now desirous of entering into this Agreement, *inter alia*, to record the arrangement and understanding between them on the terms and conditions and in the manner set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS AND AGREEMENTS HEREIN SET FORTH, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. DEFINITIONS

1.1. The following capitalized terms used in this Agreement shall have the following meaning:

- 1.1.1 “**Applicable Laws**” shall mean any applicable statute, law, ordinance, regulation, circular, notification, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law, as is in force from time to time, including the IA Regulations.
- 1.1.2 “**Assets under Advice**” shall mean the aggregate net asset value of Securities and investment products for which Investment Adviser has rendered Investment Advice pursuant to IA Regulations irrespective of whether the implementation/execution services are provided by Investment Adviser or concluded by the Client directly or through other service providers.
- 1.1.3 “**Affiliate**” shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with an Investment Adviser.
- 1.1.4 “**Investment Adviser’s Authorized Person**” shall mean any person that makes investment recommendations, holds data for reconciliation, conducts securities analysis or performance evaluation on behalf of the Investment Adviser.
- 1.1.5 “**Client Authorized Representative**” shall mean means any natural or legal person who is designated under a written mandate from Client to act on their behalf in relation to specified tasks under this Agreement;
- 1.1.6 “**Distribution**” for the purpose of the Agreement shall mean in relation to ‘securities’ or ‘investment products’ that are regulated by SEBI.
- 1.1.7 “**Disclosure Document**” shall mean the document issued by the Investment Adviser under IARegulations.
- 1.1.8 “**Financial Planning**” shall mean and include analysis of Client’s current financial situation, identification of its financial goals, and developing and recommending financial strategies to realize such goals.

Client

Principal Officer

- 1.1.9 "**Investment Advice**" means advice relating to investing in, purchasing, selling or otherwise dealing in Securities or investment products, and advice on investment portfolios containing Securities or investment products, whether written, oral or through any other means of communication for the benefit of the Client and shall include Financial Planning.
Provided that investment advice given through newspaper, magazines, any electronic or broadcasting or telecommunications medium, which is widely available to the public shall not be considered as investment advice for the purpose of these regulations.
- 1.1.10 "**IA Regulations**" shall mean Securities and Exchange Board of India (Investment Advisers) Regulations, 2013, as amended and modified from time to time and including any circulars/notifications issued pursuant thereto.
- 1.1.11 "**Transactional Communication**" shall mean any communication received by the Client or Client Authorized Representative from the Investment Adviser/Investment Adviser's Authorised Person, pertaining to the dealing in Securities.
- 1.1.12 "**Securities**" for the purpose of the Agreement shall have the meaning ascribed to such term under Section 2(h) of the Securities Contracts (Regulation) Act, 1956.
- 1.1.13 "**Services**" means the non-binding, non-exclusive and recommendatory investment advisory services of providing Investment Advice by the Investment Advisor to the Client in accordance with the terms and conditions of this Agreement.

Capitalized terms used herein, which are not otherwise defined in this Agreement shall have the same meanings assigned to them under the IA Regulations.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 words in the singular shall include words in the plural and vice versa;
- 1.2.2 the headings and subheadings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions;
- 1.2.3 a reference to a thing includes a part of that thing;
- 1.2.4 references to clauses herein are references to the clauses of this Agreement;
- 1.2.5 reference to the word "include" shall be construed without limitation;
- 1.2.6 reference to any one gender would include a reference to any other gender; and

Client

Principal Officer

1.2.7 references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

2. APPOINTMENT OF INVESTMENT ADVISER

2.1 In accordance with the Applicable Laws, the Client hereby appoints, entirely at his/her/its risk, the Investment Adviser to provide its Services in accordance with the terms and conditions of this Agreement as mandated under regulation 19(1)(d) of the IA Regulations.

2.2 The Client has satisfied itself that the Investment Adviser possesses the requisite level of knowledge and competence to provide the investment advisory services.

2.3 Subject to Client's payment of the fee and compliance with this Agreement, the Investment Adviser hereby accepts its appointment and agrees to assume the rights, obligations, responsibilities and duties set forth herein.

3. SCOPE OF SERVICES

3.1. The Investment Adviser agrees to provide Services to the Client, subject to the provisions of the IA Regulations and in accordance with the terms of this Agreement, which may include:

3.1.1. real-time aggregation of all investments and liabilities i.e. an integrated view of entire portfolio;

3.1.2. advice on investment opportunities across asset classes;

3.1.3. structure standardized or customized model portfolios;

3.1.4. advice on various investment products and Securities and structuring of financial instruments;

3.1.5. advice on corporate treasury;

3.1.6. Financial Planning involving analysis of Clients' current financial situation, identification of their financial goals, and developing and recommending financial strategies to realize such goals; and/or

3.1.7. any other incidental services.

3.2. While the Investment Adviser will render its Services, the discretion to execute the transactions and responsibility for execution /settlement of the transactions shall lie solely with the Client.

3.3. The Investment Adviser shall only be responsible for providing Services in terms of this Agreement and shall identify the investment goals and objectives of the Client, conduct appropriate risk profiling of the Client.

Client

Principal Officer

- 3.4. The Investment Adviser may provide implementation/execution services to the Client. Such implementation/execution services shall be provided only through direct schemes/products in the securities market, however, no consideration including any commission or referral fees, whether embedded or indirect or otherwise, by whatever name called shall be received; directly or indirectly, by the Investment Adviser at its group level for the said service. The Client understands that there is no obligation on the Client to use the execution / implementation services of the Investment Adviser.
- 3.5. Notwithstanding any other provisions of this Agreement, neither the Investment Adviser nor any of its directors, officers, employees or agents shall have any power or authority whatsoever to:
- 3.5.1. bind or commit the Client in relation to any contract or any term sheet or other preliminary or ancillary agreement relating thereto; or
- 3.5.2. make any investment decisions on behalf of the Client.
- 3.6. The Investment Advisor shall act in a fiduciary capacity towards the Client at all times.
- 3.7. The Client understands and acknowledges that any purchase or sale of, or dealing in, securities or investment products undertaken by the Client not pursuant to investment advice rendered by it, shall be outside the scope of this Agreement. The Client further understands that the Client may also be charged brokerage fee towards any purchase or sale of, or dealing in securities or investment products outside the scope of the Agreement.
- 3.8. The Client understands and acknowledges that the Services provided by the Investment Adviser to the Client under the Agreement shall be subject to the terms and conditions specified under the Disclosure Document.

4. FUNCTIONS OF THE INVESTMENT ADVISER

The Investment Adviser shall:

- 4.1. at all times, abide by the IA Regulations including the Code of Conduct as specified in the third schedule of the IA Regulations.
- 4.2. at all times, comply with the eligibility criteria prescribed under the IA Regulations.
- 4.3. conduct proper risk profiling of the Client before on-boarding it/him/her and further conduct risk assessment of the Client including its capacity and risk aversion and update the Client periodically about the risk profile.

Client

Principal Officer

- 4.4. ensure that the Securities and/or investment products on which Investment Advice is provided is appropriate to the risk profile of the Client.
- 4.5. ensure that wherever a recommendation is given to the Client to purchase a particular financial product, such recommendation or advice is based upon a reasonable assessment that the structure and risk reward profile of the financial product is consistent with Client's experience, knowledge, investment objectives, risk appetite and capacity for absorbing loss.
- 4.6. provide reports to the Client on potential and current investments, in accordance with the IA Regulations.
- 4.7. maintain or cause to be maintained such books, records and statements (including Client's know your client (KYC) records, 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 nature and rationale) in accordance with the IA Regulations.
- 4.8. conduct a yearly audit in compliance with the IA Regulations.
- 4.9. undertake such other ancillary and incidental functions as may be decided amongst the Parties from time to time, in accordance with the IA Regulations and Applicable Laws.

5. CLIENT RIGHTS AND OBLIGATIONS

- 5.1. The Investment Adviser is only responsible for Services to the Client. The Client may, at its sole discretion, decide to act or not act on the advice so rendered. The Investment Adviser shall not have any liability (whether direct or indirect or whether express or implied) towards the Client in respect of the Services rendered.
- 5.2. The Client agrees to comply on a timely basis with any requisites in terms of furnishing details or information, either by duly filling out questionnaires provided for the same, or by providing other information and/or documents that Investment Adviser may reasonably request, in order to enable Investment Adviser to perform its duties under this Agreement.
- 5.3. The Client agrees to execute such papers, declaration, consents and/or cause the same to be executed by such other persons including the family members and/or the company/body corporate/firms/associations/such other body corporate owned or controlled by the Client, that Investment Adviser may reasonably request, in order to enable the Investment Adviser to perform its duties under this Agreement including meeting the requirements under Applicable Laws and/or, requirements of third party service providers, if any.

Client

Principal Officer

- 5.4. The Client shall inform Investment Adviser of all sale and purchase transactions of the Securities and/or other investment products advised by Investment Adviser on the same business day of the transaction through email/facsimile. The Client acknowledges that the information agreed to be provided by the Client as per this **Clause 5.4** is material from the perspective of computation of fees to be charged by the Investment Adviser in terms of this Agreement and for rendering appropriate Services to the Client.
- 5.5. Where, the Client is more than one person, the Client's obligations under this Agreement shall be joint and several.
- 5.6. The Client shall comply with all Applicable laws including but not restricted to the SEBI (Prohibition of Insider Trading) Regulations, 2015, SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Markets) Regulations, 1995, The Prevention of Money Laundering Act, 2002, The Income Tax Act, 1961 and any other Applicable Laws, guidelines and codes of practice/conduct (as may have been amended or may be amended from time to time in the future) and the Investment Adviser shall not be responsible for any breach by the Client of any such Applicable Laws.
- 5.7. The Client(s) hereby agrees that the money being invested has been sourced through legitimate sources and subject to no violation in present, and, in future too there will be no violation under the Prevention of Money Laundering Act, 2002 and subsequent amendments to the said act. The Client hereby confirms and agrees that Investment Adviser reserves the right to report any suspicious transaction to a competent authority, after applying appropriate due diligence measures if it is believed that the transaction is suspicious in nature with the purview of applicable law and/or SEBI circulars/guidelines issued from time to time.
- 5.8. The Investment Adviser owns all proprietary rights in the material and information generated by the Investment Adviser 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. With reference to Services offered under this Agreement, the Client shall not circulate/make use of the documents/reports provided by Investment Adviser in relation to Advisory Services except with the prior written approval of the Investment Adviser. Further, the Client will not publish, nor cause to be published, any advertising, or make any representations oral; or written, which are detrimental to the name, trademarks, goodwill or reputation of the Investment Adviser.
- 5.9. Client shall ensure that the fees of the Investment Adviser are paid in the manner stipulated under this Agreement.

Client

Principal Officer

5.10. The Investment Advisor shall endeavor to resolve the Clients' grievances within the timelines specified under SEBI circulars. The Client can approach the Compliance Officer of the Investment Adviser for redressal of their grievances. The Client can send an email on support@rightalphacapital.com

6. INVESTMENT OBJECTIVES AND GUIDELINES

The provisions pertaining to investment objectives and guidelines have been provided under **Schedule A** annexed hereto.

7. VALIDITY OF ADVISORY SERVICES

The term of this Agreement shall be a period of 12 (twelve) months from the Effective Date, which shall be automatically renewed for further consecutive periods of 12 (twelve) months, unless terminated by the Client or the Investment Advisor in accordance with the provisions of **Clause 9** hereof.

8. AMENDMENTS

Except as otherwise expressly provided, this Agreement shall not be amended, nor shall any provision of this Agreement be considered modified or waived, nor shall any breach of this Agreement (whether or not previously waived) be considered waived unless such amendment, modification or waiver is in writing and signed by both Parties. Notwithstanding the above, the Investment Adviser may seek consent or agreement of the Client on various new or additional terms and policies of the Investment Adviser and such consent or agreement could be through electronic mode including via exchange of emails, click through on website / mobile app, or such other electronic communication mode as may be prevalent in the industry.

9. TERMINATION

9.1. This Agreement shall commence from the Effective Date and shall continue until this Agreement is terminated by either Party. Either Party shall be entitled to terminate this Agreement forthwith by giving 30 (thirty) days' prior notice in writing in that regard to the other Party provided that the Client shall not be relieved of the Client's obligations hereunder, notwithstanding such termination, incurred prior to the date on which such termination shall become effective.

Client

Principal Officer

- 9.2. In case of any breach of this Agreement by either Party, the other Party shall send a written notice to the defaulting Party giving details about the breach and providing them a period of 30 (thirty) days from receipt of such notice to rectify such breach. If the defaulting Party fails to rectify the breach within the said period, or if the breach is not capable of being rectified, then the other Party may forthwith terminate this Agreement upon giving written notice of termination to the defaulting Party.
- 9.3. This Agreement may be terminated forthwith in case a Party gives a written notice to the other Party of any action taken against such Party by any regulatory/government authority, due to which such Party is unable to perform its obligation under this Agreement.
- 9.4. The Client can terminate this Agreement before the expiry of this Agreement, on account of the following reasons:
- (a) the closure of business of the Investment Adviser either voluntarily or mandatorily; or
 - (b) suspension or cancellation of the registration of the Investment Adviser as investment adviser by SEBI; or
 - (c) bankruptcy or liquidation of the Investment Adviser.
- 9.5. The Investment Adviser can terminate this Agreement before the expiry of this Agreement, on account of the following reasons:
- (a) On account of bankruptcy or liquidation of the Client;
 - (b) On account of non-payment of the Fees by the Client, at the discretion of the Investment Adviser; or
 - (c) On failure by the Client to provide requisite information or documents, or where the Client provides improper or incorrect information or documents, to the Investment Adviser, at the discretion of the Investment Adviser.
 - (d) the closure of business of the Investment Adviser either voluntarily or mandatorily; or
 - (e) suspension or cancellation of the registration of the Investment Adviser as investment adviser by SEBI.

10. IMPLICATION OF AMENDMENT AND TERMINATION OF THIS AGREEMENT

- 10.1. The amended, modified or waived terms and conditions, under **Clause 8** of this Agreement, shall prospectively apply as if the same were expressly incorporated herein.
- 10.2. In case the Investment Adviser has received any fees in advance from the Client, the Investment Adviser shall refund fees for the remaining period, reduced by a breakage fee equivalent to fees for 1 (one) month which will be retained by the Investment Adviser.

- 10.3. In the event of termination or expiry of this Agreement, such termination or expiry shall have no effect on the transactions executed before such termination or expiry, and Parties shall have the same rights and obligations for such transactions. The investments made by the Client will still continue in its name post the termination or expiry of this Agreement.
- 10.4. Any assignment under this Agreement by the Investment Adviser may allow the assignee to exercise all of the powers and enjoy all of the rights and be subject to all the duties and obligations of the Investment Adviser hereunder as fully as though originally named as a party to this Agreement, subject to Applicable Laws.
- 10.5. At the time of termination or assignment of this Agreement, the Investment Adviser shall provide such transition-support as may be reasonably required by the Client.

11. RELATIONSHIP WITH RELATED PARTIES

- 11.1. The Investment Adviser declares that it is carrying on its activities independently, at an arms-length basis with its related parties. The Investment Adviser agrees to clearly disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the investment in securities and / or investment products of the Client.
- 11.2. The Client acknowledges that the Investment Advisor or its affiliates (the "**Interested Parties**" and each an "**Interested Party**") may be involved in other financial, investment or other professional activities which may on occasion cause conflicts of interest with the Services being provided to the Client. These include serving as directors, officers, advisers, or agents of other companies, falling part of the Client's portfolio. Where a conflict arises, the Investment Advisor shall endeavor to ensure that it is promptly disclosed to the Client and if required, resolved fairly. Any Interested Party may contract or enter into any financial or other transaction with any of the Clients or with any entity, whose securities are held by any Client, directly or indirectly, or be interested in any contract or transaction with such entities.
- 11.3. The Investment Adviser, as well as its directors, shareholders, employees, officers and representatives shall, on a best-efforts basis, avoid any conflicts 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 Adviser shall ensure fair treatment on an arms' length basis to the Client. The Investment Adviser shall not place its personal interest above that of the Clients'.

12. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

- 12.1. The Investment Adviser declares that it maintains an arm's-length relationship between its activities as an investment adviser and other activities and it shall maintain such arm's length relationship throughout the validity of this Agreement.
- 12.2. The Investment Adviser hereby represents that it shall not provide any distribution services for Securities and investment products, either directly or through its group entities, to the advisory Clients (including the Client).
- 12.3. The Investment Adviser further represents that it shall not provide investment advisory services for Securities and investment products, either directly or through their group entities to the distribution Clients.

13. REPRESENTATION TO CLIENT

The 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 and investment products advised by the Investment Adviser.

14. NO RIGHT TO SEEK POWER OF ATTORNEY

The Investment Adviser shall not seek any power of attorney or authorizations from the Client for automatic implementation/ execution of Investment Advice. Further, any such authorization from the Client shall be in respect of implementation/execution service that the Client desires to avail from the Investment Adviser and shall be in accordance with the Applicable Laws.

15. COMMUNICATION

- 15.1. All Transactional Communications shall be forwarded only by the Investment Adviser or any of its Authorized Person to the Client and/or Client Authorized Representative. All Transactional Communications shall be made as per the IA Regulations. The Investment Adviser shall keep records of all the communication made to the Client including but not limited to any telephonic communications.
- 15.2. The Client shall be entitled to rely upon the continued authority of the Authorized Person/s of the Investment Adviser to make Transactional Communications until the Client receives an instruction from the Investment Adviser to the contrary.
- 15.3. Transactional Communications by one Party to the other shall be addressed to coordinates given below or such other address/ coordinates as may be intimidated by one Party to the other in writing (and acknowledgement being received from the other Party).

Client

Principal Officer**If to Investment Adviser:**

Name of the person:	Mr. Prince Surana
Telephone number:	+919108499166
E-mail:	advisory@rightalphacapital.com

If to the Client:

Name:	
Address:	
Contact No.:	
E-Mail:	

In the event there is any change in address, fax number or e-mail address of any Party, the same shall be notified to the other Party in the manner specified hereinabove.

16. NOTICES

16.1. All notices, demands or communications (other than Transactional Communication) required or permitted to be given or made under this Agreement shall be by e-mails and phone calls.

If to Investment Adviser:

Name of the person:	Mr. Prince Surana (Principal Officer)
Telephone number:	+919108499166
E-mail:	principalofficer@rightalphacapital.com
CC to Compliance Officer:	Mr. Gaurav Garg compliance@rightalphacapital.com

Client

Principal Officer

If to the Client:

Name:	
Address:	
Contact Number:	
E-Mail:	

16.2. Unless otherwise specified in the Agreement, any notice, legal communication shall be deemed to have been given or made when sent through facsimile or e-mail, within [4 hours] from the e-mail being sent (unless failure notification received by the Party sending it) or upon receiving the confirmation of transmission of the facsimile.

17. CONFLICT OF INTEREST

17.1. The Client understands that the Investment Adviser serves as an investment advisor for other Clients and will continue to do so during the duration of this Agreement. The Client also understands that the Investment Adviser may give advice or take action in performing its duties to other Clients, or for their own accounts, that differ from advice given to or acts taken for the Client. Provided that any transaction by the Investment Adviser contrary to the advice given to the Client shall be subject to compliance with IA Regulations.

17.2. The Client agrees and understands that the Investment Adviser and its affiliates and their respective directors, employees, officers and representatives may have investments in various Securities and investment products from time to time and the conflicts of interest would be inherent. It is intended for such conflicts to be managed primarily by complying with the Applicable Law, acting in good faith to develop equitable resolutions of known conflicts and developing policies to reduce the possibilities of such conflict. The Investment Adviser shall endeavor that any such conflicts do not work to the detriment or the interests of the Client.

17.3. The Investment Adviser is not obligated to recommend buy or sell for Client any security or other investment that the Investment Adviser may recommend buy or sell for any other Client or for its own accounts. Same as provided in **Clause 17.1** above, this Agreement does not limit or restrict in any way the Investment Adviser from buying, selling or trading in any Security or other investments for their own accounts.

17.4. The Investment Adviser shall take all precautions and steps to prevent any insider trading and shall not provide advice on investments/divestments on the basis of any privileged information obtained in its fiduciary capacity from any other Client or person.

Client

Principal Officer

17.5. The Client agrees and acknowledges that the Services agreed to be provided hereunder are not conditional upon the Client availing or continuing to avail other services from the Investment Adviser.

17.6. The Investment Adviser declares that it will disclose all conflicts of interest as and when they arise and shall not derive any direct or indirect benefit out of the Client's Securities/investment products.

18. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

18.1. The Investment Adviser shall be responsible for maintenance of Clients' accounts and data as required under the IA Regulations.

18.2. The Parties agree and acknowledge that information about this Agreement and the terms contained herein as well as information about the Client or other clients or trade secrets, methods, processes or procedures or any other confidential business information (hereinafter referred to as "**Confidential Information**") provided by a Party ("**Disclosing Party**") will be considered confidential information except information which:

18.2.1. is now or subsequently becomes publicly available without breach of this Agreement;

18.2.2. was rightfully obtained by the other Party from a source other than the Disclosing Party without any obligation of confidentiality; or

18.2.3. is disclosed pursuant to an order of a court or government agency as so required by such order or required to be disclosed under Applicable Law.

18.3. The Party receiving the Confidential Information agrees that it shall not disclose to any third party any Confidential Information, except to those who are required to have access to such information for the purpose of the transaction contemplated by the terms of this Agreement and/or with the prior consent of Disclosing Party and/or to comply with the Applicable Law for the time being in force.

Provided that Investment Adviser may share or disclose Client's information in accordance with applicable laws and regulations (including Personal Information and Non Personal Information) to third parties (including our group entities and Affiliates) for the purposes mentioned in this Agreement in compliance with Client Privacy Policy as mentioned in **Clause 19** below.

Client

Principal Officer

19. CLIENT PRIVACY

- 19.1. **Non Disclosure of Client Information.** The Investment Adviser shall not disclose to any third party the Transaction Communication, recommendation made or any other information about any Securities or investment products that the Client purchases through the recommendations of Investment Advisor and transactions undertaken by the Client and is informed to the Investment Advisor under this Agreement, save and except collection, processing, storage and retention requirements under this Agreement and disclosures covered under the Privacy Policy to this Agreement or as explicitly permitted by the Client. Provided however that any information or data required to be disclosed by any order of any court or regulatory authority or any law enforcement agency may be disclosed to such court or regulatory or enforcement authority to the extent specified in the order/ directions of such court, regulatory, or law enforcement authority.
- 19.2. **Protection of Client Information.** Investment Adviser warrants and represents that it has implemented highest standards and practices in the industry and that otherwise materially meet the requirements of applicable Law, to: (i) protect the data of its Clients including PHI and financial information of such Clients as defined under the Privacy Policy (hereinafter referred as "Client Information") against unauthorized destruction, loss, alteration, access, misuse or disclosure, and (ii) ensure the availability, integrity and confidentiality of Client Information in the possession of Investment Adviser or its Affiliates, Subcontractors and personnel (or to which any of the foregoing has access) during the shipping, transporting, electronic transmission and storage thereof (the "**Data Safeguards**"). Data Safeguards materially comply with all data privacy and security Laws applicable to any Investment Adviser (including any Laws applicable to use, storage, possession and/or handling of Client Information), and are equal to the highest applicable industry standard.

Client acknowledges the disclosures undertaken by Investment Adviser, towards procuring, processing, storing, retaining the information shared by Client during the course of Services. The Investment Adviser shall undertake all reasonable efforts to implement appropriate and commercially administrative, physical, and technical safeguards to protect the Client's information including Client's Personal Information from any unauthorized disclosures. Notwithstanding any other provision under this Agreement, Client acknowledges that no data transmission stored in electronic form or over the internet or other network can be guaranteed to be 100% safe and secure. All obligations of Investment Advisers herein shall also be subject to the force majeure provisions of this Agreement.

20. TERMS OF FEES AND BILLING

- 20.1. In consideration of the Services to be rendered herein, the Client agrees to pay to the Investment Advisor a fee in accordance with **Schedule B** of this Agreement. It is agreed that the **Schedule B** may be amended from time to time as may be agreed by and between the Parties by way of exchange of letters/emails which shall then form an integral part of this Agreement.

Client

Principal Officer

- 20.2. All fees and reimbursement, if any, payable under this Agreement shall be paid in full by the Client without any counterclaim, set off or withholding.
- 20.3. The fees under this Agreement shall be payable within a period, not later than the 30 (thirty) days from the due date intimated by the Investment Advisor in each instance. Upon the receipt of fees, the Investment Adviser will provide a written confirmation to the Client evidencing the receipt of payment of fees.
- 20.4. Notwithstanding any termination of this Agreement pursuant to **Clause 9** hereunder, the Investment Advisor's right to the fees and reimbursement of expenses with respect to the period prior and up to such termination shall survive.
- 20.5. The Parties agree that all the payments under this Agreement shall be subject to applicable tax laws.

21. LIMITATION OF LIABILITY

- 21.1. In providing services to the Client under this Agreement, the Investment Adviser will exercise reasonable business judgment and will use reasonable due care, diligence and skill. 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 loss of principal amount.
- 21.2. Notwithstanding anything stated in the Agreement, neither the Investment Adviser nor any of its Affiliates, directors/employees/officials shall be liable for any investment advice made under this Agreement and it will be the Client's responsibility to make an independent assessment. 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.
- 21.3. The Investment Adviser will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reason of any defects or mechanical or other failure with relation to computer system or computer network, telephone, postal system or any other medium or mode of communication.
- 21.4. Notwithstanding anything provided under this Agreement, in any event the liability of the Investment Advisor in respect of this Agreement shall be limited to the aggregate fee received by it from the Client during the last contracted fee period in accordance with Schedule B, from the date the liability arose.

22. REPRESENTATION AND COVENANTS

- 22.1. Each Party hereby agrees and undertakes that the other Party is entering into this Agreement on the basis of the representations made by it contained hereinbelow, namely that:
- 22.1.1. Each Party hereto has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof; and that this Agreement has been duly authorized by all necessary corporate proceedings, will be duly and validly executed and delivered by each of the Parties and is a legal, valid and binding obligation on each Party, enforceable in accordance with the terms hereof; and that the executants of this Agreement on behalf of such Party have been duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein set out; and
 - 22.1.2. Each Party has obtained all consents, authorizations and permissions as may be required for the purpose of executing this Agreement and performing its obligations hereunder.
- 22.2. The Client hereby represents that it is entering into this Agreement as principal, solely for its own account and not as an agent of any other person or entity.
- 22.3. The Client understands that it is not under any obligation or compulsion to invest in the Securities and/or investment products advised by the Investment Adviser and the Client may invest in such Securities and/or investment products at their own discretion.
- 22.4. Further, the Client represents that all the know your client (KYC) documents and the responses/documents provided pursuant to the risk profiling questionnaire to the Investment Adviser are updated, current, true and correct. The Client agrees that any and all tax liability arising out of this Agreement will be the Client's sole responsibility. The Client agrees to promptly inform the Investment Adviser in case of any changes in the information / documents provided to the Investment Adviser during the term of this Agreement.
- 22.5. The Client hereby confirms and agrees that the Client shall provide any and all information and documents, as may be required by the Investment Adviser at its sole discretion, from time to time for satisfying KYC and other requirements under the Applicable Law. It shall be the responsibility of the Client to provide relevant documents and information required toward KYC within a period of 30 (thirty) working days of execution of this Agreement. Further, on an ongoing basis within 30 (thirty) working days of occurrence of any events that require KYC update.
- 22.6. The Investment Adviser hereby represents that the principal officer and all persons associated with the Investment Advice are appropriately qualified in accordance with the terms of the IA Regulations.

Client

Principal Officer

22.7. The Client agrees that it will promptly communicate to the Investment Adviser in case of any changes in circumstances which may affect the risk profile of the Client. The Investment Adviser shall not be liable for any loss suffered by the Client which arises due to the failure to update the Investment Adviser as contemplated hereunder.

22.8. Each Party acknowledges and agrees that: (1) such Party is executing this Agreement voluntarily and without any duress or undue influence by any person; (2) such Party has carefully read and fully understands the terms, consequences and binding effect of this Agreement; (3) this Agreement is intended to be strictly enforceable. Each Party further acknowledges and agrees that it has been provided an opportunity to seek the advice of an attorney of its choice before signing this Agreement.

23. DEATH OR DISABILITY OF CLIENT

- 23.1. **Event of death of Client:** In the event of death, disability, insolvency, dissolution or winding up of the Client during the currency of this Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, this Agreement shall stand terminated with effect from the date of receipt of such notice by the Investment Adviser, in its sole discretion.
- 23.2. **Outstanding liabilities and obligations:** The successor / nominee shall be liable for all the outstanding duties and obligations of the Client in the same manner and to the same extent as the Client would have been pursuant to this Agreement, if not for the occurrence of the aforementioned event(s). This may be subject to a complete KYC check of such successor / nominee of the Client. In the event of discontinuation / termination by the nominee/ successor, the transfer of the Client's portfolio to the nominee or the claimant shall discharge the Investment Adviser from all its responsibilities under this Agreement.
- 23.3. **Nominee of Client:** Subject to Applicable Law, in case of death of the Client who has appointed a nominee, this Agreement may continue in favour of such nominee as mutually agreed between the Investment Adviser and the nominee, subject to the successor / nominee of the Client indicating his/her/their decision to continue this Agreement within 30 (thirty) days from the occurrence of such event. The Investment Adviser shall have the right to call upon the nominee/ successor to execute such documents as may be necessary for the purpose of giving effect to this provision, pursuant to which the nominee/successor shall be bound by the obligations and duties of the Client hereunder. The said nomination may be subject to a complete KYC check of such successor / nominee of the Client.

Client

Principal Officer

24. SETTLEMENT OF DISPUTES AND ARBITRATION

- 24.1. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they will, at all times, act in good faith, and make all attempts to resolve all differences / disputes howsoever arising out of or in connection with this Agreement by discussion failing which, the Parties shall resolve the same through arbitration, as per the procedure contained in this Clause and/or as per the grievance redressal and investor complaint disclosure policy of the Investment Adviser.
- 24.2. The Parties agree that the discussions shall be held in the spirit of resolution of the issues that have arisen between them with the intention of resolving the issues amicably at the earliest.
- 24.3. The Parties shall be bound to submit all disputes and differences however arising out of or in connection with this Agreement, to arbitration by sole arbitrator jointly appointed by the Parties. The arbitration shall in all disputes be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 24.4. The arbitrator shall be a person of professional repute who is not directly or indirectly connected with any of the Parties to this Agreement. He/she shall have prior experience as an arbitrator. The decision of the arbitrator shall be final and binding, subject to a Party's right to appeal a decision as permitted under Applicable Law.
- 24.5. The place and seat of arbitration shall be Bengaluru. The language to be used in the arbitration proceedings shall be English; provided that, the provisions of the Arbitration and Conciliation Act, 1996 shall in no way constrain the rights of the Parties to seek conservatory, interim or interlocutory relief from the courts of relevant jurisdictions.
- 24.6. This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to its principles of conflict of laws, and subject to the arbitration agreement contained herein, the Parties agree to submit to the exclusive jurisdiction of courts in India.

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

The Investment Adviser will attend to and endeavor to address any Client query/complaint/concern/grievance within the timelines specified under the IA Regulations. If the Client still remains dissatisfied with the remedies offered or the stand taken by the Investment Adviser, the Client may resort to dispute resolution mechanism provided in **Clause 24** above or as per the grievance redressal and investor complaint disclosure policy of the Investment Adviser.

Client

Principal Officer

26. SEVERABILITY

If any provision or part thereof of this Agreement shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this Agreement shall be given effect to as if such provision or part thereof does not exist in this Agreement. The Parties agree that such an event shall not in any manner, affect the validity and the enforceability of the rest of this Agreement.

27. FORCE MAJEURE

The Investment Adviser shall not be liable delays or errors of for loss or damage caused by or resulting from any event of force majeure beyond its control including, but not limited to, acts of civil or military authority, national emergencies, fire, flood, catastrophe, act of God, explosion, war, riot, theft, accident, nationalization, expropriation, currency restrictions, pandemic, lock-down imposed by governmental authorities, other measures taken by any government or agency of any country, state or territory in the world, actions taken by any regulatory authority regulating asset managers, amendments to Applicable Laws, industrial action or labour disturbances of any nature amongst employees of Investment Adviser or of its agents or of any third parties, boycotts, work stoppages, 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, or failure or disruption of any relevant stock exchange, clearing house, clearing or settlement systems or market. In the event of equipment breakdowns beyond Investment Adviser's control, the Investment Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

28. INDEMNIFICATION

- 28.1. Without prejudice to the right of indemnity available to the Investment Adviser under Applicable Laws, the Investment Adviser, its directors, officers, agents, affiliates, delegates and every person appointed by Investment Adviser ("**Indemnified Parties**") shall be entitled to be indemnified by the Client, and the Client shall indemnify and hold harmless Indemnified Parties, with respect to all liabilities, losses and expenses incurred by it/them in providing the services under this Agreement or any of the powers, authorities and discretions vested in it/them pursuant to this Agreement and against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way in relation to this Agreement.
- 28.2. The Indemnified Parties shall not be liable to the Client for any mistake, error of judgment or loss suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Indemnified Parties in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following or arising out of any loss, delay, mis-delivery or error in transmission of any communication) unless such loss, prejudice or disadvantage arises from fraud or willful default in the performance or non-performance by the Indemnified Parties.

Client

Principal Officer

28.3. The Client understands that communication sent via facsimile machines, internet, diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of information. The Client agrees to exempt Investment Adviser from any and/or all responsibility of any misuse of communication and holds Investment Adviser harmless for any cost or loss that the Client may incur due to any error, delay or problem in transmission or otherwise caused by facsimile machines, internet, diskettes, or any other method over public lines as a means of transmission not solely attributable to any act or omission by Investment Adviser.

29. RISK FACTORS

29.1. The Client acknowledges that Investment Advice under this Agreement is subject to various markets, currency, economic, political and business risks including, but not limited to, price and volume volatility in the stock markets, interest rates, currency exchange rates, foreign investments, changes in government policies, taxation, political, economic or other developments.

29.2. The Client expressly acknowledges and agrees that nothing contained in this Agreement amounts to a warranty or guarantee (whether express or implied) by the Investment Advisor or any other third party service provider for the success of any Investment Advice, to be provided under this Agreement, nor does the Investment Advisor or any other third party service provider in any manner assure or guarantee any minimum returns to the Client on the Client's assets or even preservation of capital/assets and/or liquidity of any investments.

29.3. Client acknowledges that marketing Services are based on information made available by third parties and are subject to continuous change and therefore are not warranted as to their merchantability, completeness, accuracy or fitness for a particular purpose. The information and data are provided "as is" and reflect Investment Adviser' opinion at the date of their elaboration and publication. Investment Adviser nor any of its third-party suppliers accept any liability for damage arising from the use of the information, data or opinions contained herein, in any manner whatsoever, except where explicitly required by law. Any reference to third party names is for appropriate acknowledgement of their ownership and does not constitute a sponsorship or endorsement by such owner.

29.4. The Client acknowledges that the Investment Advice provided under this Agreement is meant for the Client only. The Client further acknowledges that sharing, publishing, commercial use of Investment Advice provided under this Agreement is strictly prohibited. The Client is, however, permitted to share the Investment Advice with its employee, agents, consultants, family members and advisors purely on a need-to-know basis.

29.5. The Client hereby acknowledges that as an investor, Client should be aware that an investment may be subject to other risks of an exceptional nature from time to time. Client undertakes that the Client is aware of different risks as broadly listed under **ANNEXURE C** and as may apply to different Securities.

30. MISCELLANEOUS

- 30.1. No failure on the part of any Party to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by the laws of India.
- 30.2. This Agreement is a contract for services and not a contract of agency. The Investment Adviser will have no power or authority to, and shall not effect, commit or act on behalf of the Client. Neither the Investment Adviser nor its executives or employees are entitled to, nor purport to make any contractual commitment, representations, assurances, confirmations, covenants, undertakings, whether verbal, in writing, or in any form on behalf of the Client.
- 30.3. Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture, association of person or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 30.4. No provision of this Agreement is intended to, or shall, confer any third party beneficiary or other rights or remedies upon any person other than the Parties hereto; nor impose any obligations on the part of the Parties to this Agreement towards any third parties.
- 30.5. The Investment Adviser may assign its activities, rights and obligations under this Agreement, to any other associate or group company which is eligible to provide Services, without the consent of the Client.
- 30.6. The provisions of **Clause 20** (terms of fees and billing), **Clause 21** (Limitation of liability of Investment Adviser), **Clause 24** (settlement of disputes and arbitration) and **Clause 28** (indemnification) shall survive the termination of this Agreement.
- 30.7. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall constitute an original, but all the counterparts shall together constitute but one and the same document.
- 30.8. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

Client

Principal Officer

31. ANNEXURES:

Annexure A - Client Objectives and Guidelines

Annexure B - Fees

Annexure C - Type of Risk Factors

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

SIGNED for and on behalf of the client

through its authorized signatory,

Name:

SIGNED for and on behalf of

Right Alpha Capital Private Limited (erstwhile known as Matdev Investment Advisers Pvt Ltd)

through its authorized signatory,

Name: Prince Surana

Title: Principal Officer

**SCHEDULE A
CLIENT OBJECTIVES AND GUIDELINES**

A. Investment objective and guidelines

Wealth preservation and Compounding of wealth

B. Particulars regarding financial plan or model or strategy as agreed with the Client (based on the risk profiling conducted for the Client, total Assets Under Advice of the Client and time period for deployment).

is a with respect to risk profiling and the goal will be to

C. Client specifications/restrictions (if any)

No Specific restriction specified by the client.

D. Tax related aspects pertaining to Investment Advice and as applicable on the investment adviser's fee.

is an ultra HNI client, investment advice is formulated on the basis of tax efficiency.

Client

Principal Officer

SCHEDULE B

FEES AND CHARGES

Sr. No.	Particulars	Particulars										
1	Advisory fees	Fixed Fees of INR - Excluding GST per Annum										
2	Payment terms	<p>Payment terms mentioned in this Schedule B shall be applicable until the termination of this Agreement.</p> <p>Invoice shall be raised in arrears on the last business day of the quarter.</p> <p>[For adjusting the payment cycle, the first invoice shall be raised for the part of the quarter during which the Client was on boarded and the subsequent invoices shall be raised on a financial quarter basis.]</p> <p>The fee is exclusive of goods and services taxes and other government charges, levies, if any, which shall be payable over and above the fee payable under this Agreement.</p>										
3	Mode of payment	<p>Advisory fees/reimbursements can be remitted by either mode as under:</p> <ul style="list-style-type: none">• By way of cheque drawn in favour of “Right Alpha Capital Private Limited”; or• By way of online transfer to the following account of Investment Advisor. <table border="1"><tr><td>Account No:</td><td>200001707485</td></tr><tr><td>IFSC Code:</td><td>ESFB0003034</td></tr><tr><td>Bank:</td><td>Equitas Small Finance Bank Limited</td></tr><tr><td>Branch Address:</td><td>632 Kothnur, RBI HBCS LAYOUT BANAGLORE - 560062</td></tr><tr><td>UPI address:</td><td>NA</td></tr></table>	Account No:	200001707485	IFSC Code:	ESFB0003034	Bank:	Equitas Small Finance Bank Limited	Branch Address:	632 Kothnur, RBI HBCS LAYOUT BANAGLORE - 560062	UPI address:	NA
Account No:	200001707485											
IFSC Code:	ESFB0003034											
Bank:	Equitas Small Finance Bank Limited											
Branch Address:	632 Kothnur, RBI HBCS LAYOUT BANAGLORE - 560062											
UPI address:	NA											

Fee illustration: Fixed Fees per Annum excluding GST

Signature for and on behalf of Investment Advisor

Signature of/for or on behalf of the Client

ANNEXURE C

TYPES OF RISKS

The risks described herein is not an exhaustive list and the Clients as potential investors should read and understand them before investing in any securities and other financial products (hereinafter referred to as "Portfolio") based on the advice of Investment Adviser.

Prospective Investors should review the below risk factors in its entirety and take an informed decision before making an investment.

1. **Investment Risks:** The Portfolio may be risky and the investors could lose all or part of their investment. Prices of a Portfolio could be volatile and a variety of other factors that are inherently difficult to predict, such as domestic or international economic and political developments, global pandemics etc. may significantly affect the value of a Portfolio's investments. A Portfolio's performance over a period may not necessarily be indicative of the results that may be expected in future. Similarly, the past performance of the portfolio may not necessarily be indicative of the future results.
2. **Risks associated with investment in Derivatives:** Derivative products require maintenance of adequate controls to monitor the transactions as well as the embedded market risks that a derivative adds to the Portfolio. Besides the price of the underlying asset, the volatility, tenor and interest rates affect the pricing of derivatives. Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Identification and execution of such strategies by the Investment Adviser involves uncertainty and the recommendations of the Investment Adviser may not always be profitable. The risks associated with the use of derivatives are different from or possibly greater than the risks associated with investing in other traditional instruments. Derivative products are specialized instruments that require investment techniques and risk analysis which are different from those associated with stocks and bonds. Dealing in derivatives requires the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the Portfolio and the ability to forecast price or interest rate movements. There is a possibility that losses may be incurred by the Strategy as a result of the failure of another party (usually referred as the "Counterparty") to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with the underlying assets, rates and indices. Derivatives are highly leveraged instruments and even a small price movement in the underlying security could have a large impact on their value. Derivative trades involve execution risks whereby the rates seen on the screen may not be the rate at which ultimate execution takes place. The options buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.

Client

Principal Officer

The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears the risk of a loss if the value of the underlying asset increases above the exercise price. Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks. Risk of loss in trading futures contracts can be substantial, because of the low margin deposits required, the extremely high degree of leverage involved in futures pricing and potential high volatility of the futures markets.

3. **Market Risks:** The investments in the securities market are subject to normal market fluctuations and other risks inherent to investing in such investments and there can be no assurance that any appreciation in value will occur. Prospective investors are advised that the value of investment and their income from it may go down as well as up and accordingly an investor may not be able to get back the full amount invested. An investment should only be made by persons who have the ability to sustain a loss. The financial markets may be adversely affected as a result of geopolitical situations, or historically unprecedented events, which could diminish the value of investments.
4. **Liquidity Risk:** The liquidity of the Portfolio may be restricted by trading volumes and settlement periods. Different segments of the Indian financial markets have different settlement periods and such periods may be extended significantly by unforeseen circumstances. Delays and/or other problems in settlement of transactions could result in temporary periods when the investments comprising the Portfolio are un-invested and no return is earned thereon.
5. **Counterparty Risk:** The portfolio will also be exposed to a counterparty risk in relation to the exchanges, brokers, vendors, and/ or any other parties who are a party to the transaction.
6. **Risks Associated with Investments in Small to Medium Capitalization Companies:** The Investment Adviser may recommend investment in the securities of companies with small-to medium-sized market capitalizations. While the Investment Adviser believes these investments often provide significant potential for appreciation, these securities, particularly smaller-capitalization securities, involve higher risks in some respects as compared to investments in securities of larger companies. For example, prices of such securities are often more volatile than prices of large- capitalization securities. In addition, due to such securities being thinly traded, an investment in these securities may be more illiquid than that of larger capitalization securities.
7. **Undervalued Assets:** Investments in undervalued assets offer the opportunity for above-average capital appreciation, however, these investments involve a high degree of financial risk and can result in substantial losses.
8. **Credit Risk:** This refers to the likelihood that an issuer will default in the payment of principal and/or interest on an instrument. There can be no assurance that issuers of instruments will not be subject to credit difficulties leading to the loss of some or all of the sums invested in such securities or instruments or payments due on such securities or instruments. Financial strength and solvency of an issuer are the primary factors influencing credit risk. In addition, lack or inadequacy of collateral or credit enhancement for a debt instrument may affect its credit risk. Credit risk may change over the life of an instrument, and debt obligations which are rated by rating agencies are often reviewed by such agencies and may be subject to downgrade.

Client

Principal Officer

9. **Interest rate Risk:** This refers to the risks associated with market changes in interest rates. Interest rate changes may affect the value of a debt instrument indirectly (especially in the case of fixed rate securities) and directly (especially in the case of instruments whose rates are adjustable). General interest rate fluctuations may have a substantial negative impact on investments.
10. **Market Disruption and Geopolitical Risk:** Various social and political tensions in India and around the world may contribute to increased market volatility, may have long-term effects on financial markets and may cause further economic uncertainties in India and worldwide.
11. **Political and Economic Risks:** The Government of India has traditionally exercised, and continues to exercise, a significant influence over many aspects of the economy. There can be no assurance that existing government policies will be continued and a significant change in the government's policies in the future could affect business and economic conditions in India and could also adversely affect our business, prospects, financial condition and results of operation. Any political instability in India may adversely affect the Indian securities markets in general, which could also adversely affect the trading price of the Indian securities.
12. **Regulatory Risk:** The value and marketability of the investments may be affected by changes or developments in the legal and regulatory environment in India. The SEBI regulates the securities market in India and legislates from time to time on matters affecting the stock market. In the past SEBI has issued regulations that affect investment in India, including regulations on takeovers, raising portfolios and insider trading. SEBI and/or the Government of India may make changes to regulations which may affect the ability to make or exit investments without much heads-up.
13. **Foreign Exchange Risk:** Foreign exchange risk, also known as exchange rate risk, is the risk of financial impact due to exchange rate fluctuations.
14. **Bankruptcy of Investee Companies:** Bankruptcy risk, or insolvency risk, is the likelihood that a company will be unable to meet its debt obligations. It's the probability of a firm becoming insolvent due to its inability to service its debt. Consequently, your investments in such companies may be substantially impacted.
15. **Litigation Risk:** Some investments may be governed by a complex series of legal documents and contracts. As a result, the risk of a dispute over interpretation or enforceability of the documentation and consequent costs and delays may be higher than for other types of investments. The Investee companies may be subject to material or protracted litigation, litigation expenses and the liability threatened or imposed could have a material adverse effect on your investments in such companies.
16. **No Guarantee on Investment Philosophy and Potential to Lose all the sum invested:** Prospective investors should ensure that they understand the nature of such investment and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, accounting, regulatory and financial evaluation of the merits and risks of investment in such Securities and that they consider the suitability of such an investment in the light of their own circumstances and financial condition. An investment in a Portfolio should not in itself be considered a balanced investment program, but rather is intended to provide diversification in a more complete investment portfolio.

Client

Principal Officer

The Portfolio Manager makes discretionary investment decisions. Investment decisions will be reflective of the judgment, experience, and expertise of personnel of the Portfolio Manager. Investment decisions are arrived at after using statistical methods, trading models, and quantitative research tools depend upon the accurate forecasting of major price moves or trends. No assurance can be given of the accuracy of models, the forecasts or the existence of price moves.

17. **Cyber Security Risk:** The intermediaries involved in the securities market and its service providers are susceptible to operational, information security and related risks of cyber security incidents. Cyber security attacks include, but are not limited to, gaining unauthorized access to digital systems (e.g., through "hacking" or malicious software coding) for the purpose of misappropriating assets or sensitive information, corrupting data or causing operational disruption. Cyber- attacks also may be carried out in a manner that does not require gaining unauthorized access, such as causing denial-of-service attacks on websites (i.e., efforts to make services unavailable to intended users). Cyber security incidents affecting various intermediaries or other service providers such as financial intermediaries have the ability to cause disruptions and impact business operations, potentially resulting in financial losses, including by interference with reference to calculation of Net Asset Value; impediments to trading; violations of applicable privacy, data security or other laws; regulatory fines and penalties; reputational damage; reimbursement or other compensation or remediation costs; legal fees; or additional compliance costs. Similar adverse consequences could result from cyber security incidents affecting issuers of securities, counterparties in transactions, governmental and other regulatory authorities, exchange and other financial market operators, banks, brokers, dealers, insurance companies and other financial institutions and other parties. Prospective Clients should review/study the above Risk factors carefully and in its entirety and shall not construe the contents hereof or regard the summaries contained herein as advice relating to legal, taxation, or financial / investment matters. Clients are advised to consult their own professional advisor(s) as to the legal, tax, financial or any other requirements or restrictions within their jurisdiction of nationality, residence, incorporation, domicile etc. relating to the subscription, gifting, acquisition, holding, disposal (sale or conversion into money) of portfolio and to the treatment of income (if any), capitalization, capital +gains, any distribution and other tax consequences.
18. **Pricing and Valuation Risk:** For quoted investments, a valuation price can be obtained from an exchange or similarly verifiable source. However, investment in unquoted and/or illiquid instruments will increase the risk of mispricing.
19. **Data Security Risk.** No data transmission over the internet can be guaranteed as totally secure. While we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, such transmission is at your own risk. We will not be liable for any damages or loss arising out of or resulting from any unauthorized access to, alteration to or modification of information. We accept no liability for any loss, disruption or damage to your computer system or your data caused by using this website or arising as a result of having used our website/app.

Client

Principal Officer

For Official Use- Unique Client Identification no. IND-23-XXX

STATUTORY DISCLOSURES ABOUT INVESTMENT ADVISER:

1	Name of Investment Adviser	RIGHT ALPHA CAPITAL PRIVATE LIMITED (erstwhile known as Matdev Investment Advisers Pvt Ltd)
2	Type of Registration	Non-Individual
3	SEBI Registration number	INA200015592
4	Validity of registration	Registration is valid unless it is suspended or canceled by SEBI
5	BASL Membership No.	2006
6	Complete address	Galaxy, Unit 2, Electra Block, 1st Floor, Wing A Exora Business Park, Prestige Tech Park II, Bellandur, Bengaluru – 560037
7	Telephone numbers	9108499166
8	Contact details of the Principal Officer	Prince Surana 9108499166 principalofficer@rightalphacapital.com
	Corresponding SEBI regional/local office address	SEBI Southern Regional office: 7th Floor, 756-L, Anna Salai, Chennai - 600002, Tamil Nadu SEBI HO: Plot no. C4-A, "G" Block, Bandra-Kurla Complex, Bandra(East), Mumbai-400051, Maharashtra

Client

Principal Officer

AVAILING INVESTMENT ADVISORY SERVICES

To

Right Alpha Capital Private Limited (erstwhile known as Matdev Investment Advisers Pvt. Ltd.)
Galaxy, Unit 2, Electra Block, 1st Floor, Wing A Exora Business Park,
Prestige Tech Park II, Bellandur, Bengaluru – 560037

Dear Sir,

Sub: Availing Investment Advisory Services I/We wish to avail the Investment Advisory services offered by Investment Adviser. I/we are aware of the fact that, as per Securities and Exchange Board of India (SEBI) guidelines, a customer can either opt for advisory or distribution services (and not both) from the same group.

In this regard I/we would like to declare that currently.

[...] I/We do not have any active Mutual Fund investment or any similar financial products with any group companies of the Investment Adviser.

[...] I/We have availed distribution service / financial products regulated by SEBI from any group companies of Investment Adviser and shall continue to hold the same.

[...] I/We have availed distribution services on SEBI Regulated products from any group companies of Investment Adviser and wish to liquidate my investments / switch into Advisory services. I confirm that this is solely my / our decision and

[...] I/we have not been forced or influenced by Investment Adviser or its group companies in this regard.

Further, I/we also understand that post availing the investment advisory services from Investment Adviser, I/we or any of my/our family members shall not avail any distribution services from any group companies of Investment Adviser as per the specified SEBI guidelines. In case of any such requirement, I/we will consult with the Investment Adviser in advance.

I/We have read and understood the Investment Advisor Services Agreement and other terms and conditions of investment advisory services provided by Investment Adviser along with the fee structure and mechanism for charging and payment of fee.

I/we confirm that an opportunity was provided by the Investment Adviser to ask questions and interact with persons associated with the investment advice.

Client

Principal Officer

Based on above, I/We hereby provide my/our consent to activate my/our Investment advisory account with Investment Adviser.

***"family of Client" shall include individual Client, dependent spouse, dependent children and dependent parents:**

Sr. no.	Family Member Name	Relationship	PAN No.
NA	NA	NA	NA
NA	NA	NA	NA
NA	NA	NA	NA

I/we shall keep the Investment Adviser informed of any change in the aforesaid declaration and information immediately.

First Applicant / Authorized Signatory	
Second Applicant / Authorized Signatory	NA
Third Applicant / Authorized Signatory	NA