

## TERMS & CONDITIONS



Nexedge Investment Adviser Private Limited (NIAPL) registered with the Securities and Exchange Board of India ("SEBI") as an 'Investment adviser' under the SEBI (Investment Advisers) Regulations, 2013 having registration number "INA0000199921".

1. The Client seeking services of NIAPL should be registered with KRA & CKYC. If not he shall execute the prescribed KYC for to get him registered with KRA & CKYC through NIAPL.
2. A registered KRA & CKYC client may executed additional documents to avail the service of NIAPL.
3. NIAPL offers Investment Advisory (IA) services and Distribution and Execution services. The IA services shall be provided to the IA client by a specific division of NIAPL ('NIAPL IA Division'), which is segregated from and maintains an arm's length relationship with its Distribution and Execution Division ("NIAPL D & E Division") or any other Nexedge entity (including parent, subsidiaries, affiliates and related group companies of NIAPL).
4. A client can either choose Investment Advisory (IA) services or Distribution and Execution services on a mutually exclusive basis including the family members of the client.
5. NIAPL will not provide IA services if a client or his family members opts for Distribution and Execution services.
6. NIAPL will not provide Distribution and Execution services if a client or his family members opts for IA services.

### **INVESTMENT ADVISORY SERVICES**

7. The client appoints NIAPL as investment advisor to seek recommendatory, no - binding and non-discretionary investment advisory services.
8. The client or his family members by choosing the investment advisory services from NIAPL shall preclude himself from availing the Distribution and Execution services of NIAPL.
9. NIAPL may however offer implementation services (Execution) through direct schemes/products in the stock market for the convenience of its clients.
10. The Investment Advisory Services provided by NIAPL shall be purely recommendatory and advisory in nature; provided on a non-discretionary and non-binding basis and the client acknowledge that all investment decisions made by him are at his sole discretion and own evaluation of the risks involved. The recommendations made by NIAPL are not binding on him.

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11. The client is aware and has understood the process and is satisfied with the process followed by Investment Adviser for providing the Investment Advisory Services.
12. NIAPL IA Division has in place various rules and procedures to ensure those different divisions of NIAPL or any other Nexedge entity operate independently and client information is restricted to only the relevant divisions dealing with such clients.
13. NIAPL IA Division aligns its interests with those of the IA client and seeks to provide the best-suited advice based on the IA clients risk profile and investment objectives.
14. NIAPL IA Division first tries to determine the IA client's risk profile, return expectations, risk taking ability, investment objectives & goals, which in turn helps NIAPL IA Division and the IA client to mutually arrive at a recommended asset allocation suitable for the IA client. Investment Adviser at its sole discretion may review the Risk Profiler, Asset Allocation and/ or Investment Products Portfolio of the client on a frequency as determined by Investment Adviser at its sole discretion and may provide recommendations in relation to the same.
15. NIAPL shall act solely in its capacity as an advisor and facilitator for the client.
16. The Investment Adviser shall act in a fiduciary capacity towards the client and shall disclose all conflicts of interests as and when they arise.
17. The Investment advise shall maintain an arms-length relationship between its activities as an Investment Adviser and other activities and keep its services clearly segregated.
18. The Investment Adviser shall not be obligated to any Services to the Client unless all the Client Information Documents have been duly provided to it.
19. NIAPL shall render its Investment Advisory Services and suggest a suitable Asset Allocation profile for the client based on the client information documents including but not limited to the Risk profiler of the client.
20. NIAPL shall not hold or manage the funds, portfolio or accounts of the client.
21. NIAPL shall neither render any investment advice nor charge any fee until the client has signed this agreement.
22. NIAPL shall provide the investment advisory services on continuous basis & levy such fees/ consideration.
23. The IA client shall not be under any obligation to avail the distribution/execution services offered by NIAPL D & E Division or any other Nexedge Group entity (including parent, subsidiaries, affiliates and related group companies of NIAPL).

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24. NIAPL IA Division shall not receive any consideration by way of remuneration or compensation or in any other form, whatsoever, from any person other than the IA client being advised.

25. The value and usefulness of the Investment Advisory Services of NIAPL herein shall be dependent upon client information documents supplied by the client and upon the client's cooperation as may be required.

26. The Investment Adviser at its sole discretion may, from time to time, provide updates on Indian financial markets and select- investment opportunities to the client, including any information on new Investment Products for its information, without making any recommendation in respect to them.

27. The Investment Adviser may provide, or cause to be provided, its Referral Services to the client by introducing the client, directly or through its group companies or otherwise , to other service providers providing services or product which the client may require but merely as a facilitator in order to enable the client to meet and engage with the service provider and neither has Investment Adviser agreed to provide such services nor shall Investment Adviser be responsible for any act or omission what so ever on the part of the service provider. The client would be under no compulsion to avail such products / services.

28. All transactions entered into by the client are exclusively at the risk of the client and the Investment Adviser shall not be responsible for any loss, cost or damage, arising directly or indirectly, that the client may suffer in relation to the services provided by such service providers, including losses or damages suffered in the process of the settlement, sale or transfer of any assets or investments.

29. NIAPL 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.

30. The final decisions on making investments or divestments by the client shall at all times be taken by the client, after reviewing the Investment Adviser 'recommendations or advice, at its own discretion but without being bound or restricted by the Investment Adviser's advice.

31. NIAPL shall not undertake any responsibility for any errors of judgment, omission or commission in the course of the services rendered by it in good faith. No part of any investment recommendations, suggestions or advice provided by the

Investment Adviser shall be reproduced or disclosed to any person by the client or any representative, employee, direct or agent of the client in possession of such recommendation, suggestions or advice in any form without the prior written consent of Investment Adviser. All final decisions to accept the advice of the Investment Adviser and implement its advice shall be the sole responsibility of the client.

32. Although client have agreed to have his risk profile assessed, he may wish to invest in products which otherwise do not fit his risk profile. He must make his own investment decisions even when he is taking risks higher than his assessed risk profile demonstrates and fully understand product risks and features in order to determine that his investment decisions are consistent with his investment objectives, risk-appetite and financial resources. In such cases, the NIAPL shall elucidate the risk factors associated with such investment decisions made by him.

### **DISTRIBUTION AND EXECUTION SERVICES**

33. The client or his family members by choosing the Distribution and Execution services from NIAPL shall preclude himself from availing the Investment Advisory services of NIAPL.

34. NIAPL D & E Division is engaged in distribution/execution, including arrangement of subscription in 3rd party financial products, such as Non-Convertible Debentures, Market Linked Debentures / Structured Products, etc. without any financial liability.

35. Any fees and charges, payable by the IA client for the execution/distribution services availed, must be paid directly to the D & E division or respective service provider and not through the NIAPL IA Division. The payment of fees shall be through modes like account payee crossed cheque / Demand Draft or by way of direct credit to the bank accounts through NEFT/RTGS/IMPS/UPI or any other mode specified by SEBI.

36. The client shall have the sole discretion to decide on whether to act upon the advice tendered by Investment Adviser and Investment Adviser shall have no power, authority, responsibility or obligation to ensure or cause the client to act upon the advice tendered by Investment Adviser.

37. The client acknowledge that all investment decisions made by him are at his sole discretion and his own evaluation of the risks involved. The recommendations made by NIAPL are not binding on him.

### **GENERAL**

38. The client acknowledges that certain Nexedge Group Companies, which are affiliates or subsidiaries of the Investment Adviser, may be providing other services

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to the Client including but not limited to transaction support and execution services, Authorised Person lead broking services, investment and wealth advisory services, investment banking services, restructuring services etc.

39. The client shall adhere to the compliance of the policy of the Investment Adviser pertaining to the "Know Your Customer" ("KYC") and "Prevention of Money Laundering" ("PML"), income tax act 1961 & prevention of corruption act 1988 or any other applicable law in force.

40. Any services of any service provider availed of by the client shall be at the sole risk of the client. NIAPL does not give any warranty or guarantee of any services provided by any service provider referred to the client, and that NIAPL shall not be responsible for the quality of, or any direct or indirect losses or damages suffered by the client arising from, the services provided by any service provider.

41. Each service provider may require the client to execute documents in relation to and in connection with the services which the service provider will provide. However the execution of any such document would be at the sole risk of the client and that the client shall read carefully and understand (by itself or with the help of any of its advisors) all the terms of such service provider's documents before acting on their advice.

42. NIAPL will not execute any Power of Attorney or authorization on behalf of client for implementation of investment advice.

43. Investments in securities/ instruments are subject to market risks and there is no assurance or guarantee that the objective of the investment will be achieved. Past performance does not indicate future performance.

44. As with any investment in securities/ instruments, the NAV/ prices of the investment may go up or down depending upon the factors and forces affecting the securities markets, including changes in economic policies, interest rates, foreign exchange conversion rates, trading volumes, liquidity, issuer rating, etc.

45. The client shall not, raise any concerns, disputes or issues with NIAPL regarding any investments made and/ or the terms and conditions on which they were made in relation to the services to be provided by such service providers .

46. NIAPL shall provide to the client, a consolidated statement of the investment Portfolio of the client, periodically at such intervals of time as decided by Investment Adviser in its absolute discretion, based on the information furnished to the Investment Adviser on the client's investments from time to time.

47. Such statements on the client's investments shall be provided solely for the information of the client for its own consideration and should be independently

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verified by the client and in no case shall NIAPL be responsible for their accuracy, veracity and authenticity.

48. Client's risk profile is identified based on the information provided by him in response to the questions posed by the NIAPL. These questions are developed based on certain well established industry tools. The client agree with his risk categorization. This would form the basis on which NIAPL (Investment Adviser) recommends the financial products that are suitable for his risk profile. The client agree to provide NIAPL with current data in the questionnaire provided to him and all other information as NIAPL may require, enabling NIAPL to make its recommendations to him or otherwise, carry out his instructions. Inaccurate or incomplete information will impact the recommendations or advice NIAPL may give you.

49. NIAPL is not managing funds and securities on behalf of client and it will receive such sums of monies from the client as are necessary to discharge the clients liability towards fees owed to NIAPL.

50. NIAPL shall not manage funds and securities on behalf of client and that it will only receive such sum of monies from the client as are necessary to discharge the client's liability fees owed to NIAPL.

51. The client shall provide on timely basis with any requisites in terms of furnishing details or client information, either by duly filling out questionnaires provided for the same, or by providing other information and/or documents that the Investment Adviser may reasonably request, in order to enable the Investment Adviser to provide informed advise. The client confirms that the information provided in the Client Information Documents including but not limited to the Risk Profiler are true and correct and does not omit any material fact or circumstances related to the client or its investments.

52. The client agrees and accepts that the Investment Adviser shall not be liable for any direct or indirect losses or damages caused to the client due to any Services provided by the Investment Adviser/ D & E division based on any erroneous, inaccurate information provided to the Investment Adviser or due to any omission of any information materially relevant to the Client.

53. The client undertakes that in case of any updation, modification, amendment or rectification of any information provided by it in any client information document, the client shall immediately update the Investment Adviser, not later than 2 (two) business days from the date of becoming aware of such amendment or rectification, and shall carry out suitable written amendments to the client information document, in consultation with Investment Adviser.

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54. All investments made by the client based on the Services provided by the Investment Adviser/ D & E Division shall be exclusively at the risk of the client. NIAPL may recommend and advise on Investment Products and Service Providers on the basis of the information that is publicly available, including information developed/ researched in-house and on basis of research and information obtained from members/persons other than the Nexedge Group and/or its affiliates and which may have been made available to Nexedge Group and/or its affiliates and that the NIAPL thus does not warrant the accuracy, reasonableness and/or completeness of any information. NIAPL, by offering Investment Advisory Services not in any way soliciting any offer for purchase, sale or any financial transaction/commodities/products with respect to any Investment Product on which the advice is given.

55. Client shall read and shall be deemed to have read and understood all the terms, conditions, rules and regulations of any Securities and Investment Products including but not limited to all offer documents, placement memorandum and the risk disclosure documents prior to investing in the same.

56. The client is, and shall at all times be, in compliance with all relevant laws, rules and regulations as may apply to it, or dealing there under and as may be applicable to it from time to time.

57. The client, given his normal and tax residency, is allowed to engage an investment adviser registered in India to receive advice on Securities and Investment Products and it is consistent with applicable laws and regulations of his jurisdiction for such Registered Investment Advisers to offer advice to the client.

58. The Nexedge Group Companies, and/or their directors, officers, employees or agents may have positions in securities or investments in respect of which the Services are provided to the client.

59. NIAPL shall not enter into transactions on its own account which are contrary to its advice given to the clients for a period of fifteen days from the day of such advice. If during the period of such fifteen days, the investment adviser is of the opinion that the situation has changed, then it may enter into such a transaction on its own account after giving such revised assessment to the client at least 24 hours in advance of entering into such transaction.

60. NIAPL may disclose at any time and share with or in any manner make available to any regulator or governmental authority, agencies, bureaus and affiliate companies, any information of the client as may be required.

61. NIAPL will not incur any liability by reason of any loss which client may suffer by reason of any also which client may suffer by reason of any depletion In the value



of the asset under advice 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.

62. In event of termination of the advisory services or distribution or executionary services in event of a) Voluntary / Mandatory termination by NIAPL b) Voluntary / Mandatory termination by client c) Suspension / Cancellation of Registration of Investment Adviser by SEBI d) Any other action taken by other regulatory body / Government Authority

In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice. In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement. In case of client's death/ disability, the same should be informed to NIAPL in writing and NIAPL will assist the client to shift / transfer the investment as per instructions filled in the account opening form or documents submitted while intimation.

63. The relationship between client and NIAPL is governed exclusively by these terms & conditions and no presumption of any relation other than that contemplated by this document shall be presumed to exist.

64. The information you provide to NIAPL will be kept confidential. However, you authorise us to share your information with our affiliates, auditors, professional advisors and other persons who have a duty of confidentiality towards us, our service providers and persons to whom we may be required to disclose this information by law or regulation, including any regulatory authority or any governmental body, authority or agency, having jurisdiction over the NIAPL or any of its branches, subsidiaries or affiliates.