

REV 1- 9-9-23

This Investment Advisory Services Agreement ("Agreement")

BY AND BETWEEN:

FinMo Investment Advisors Pvt Ltd, (hereinafter referred to as Investment Advisor), a Private Limited Company registered with Securities and Exchange Board of India under SEBI (Investment Advisors) Regulations, 2013 ("Regulations") as an Investment Advisor, with Registration No. INA200014900, and Brand name RUPEE RAKSHAK, and website rupeerakshak.com, having its registered office at #2520, 1st Floor 27th Cross, 17th Main, BSK II Stage, Bangalore - 560070, of the ONE PART

AND

The subscriber referred to as "the Client" which expression shall, unless repugnant to or be inconsistent with the context or meaning thereof, be deemed to mean and include if the Client is an individual (his/her heirs, executors, administrators and legal representatives and permitted assigns/family members); if the Client is a Partnership Firm, (the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns); if the Client is a company or a body corporate or limited liability partnership or sole proprietor (its successors and permitted assigns); if the Client is the Karta of a Hindu Undivided Family, (the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns); if the Client is a Trust, (the principal trustee or the board of trustees or the trustees or person authorised by the board of trustees for the time being and from time to time); of the OTHER PART.

Definitions:

1. "Parties" means the Investment Advisor and the Client; and "Party" shall be construed accordingly
2. Basket: Shall mean and include all financial products including share/s, mutual fund/s, bond/s, etc that are contained in a basket to form a portfolio.
3. Portfolio: shall mean and include a collection of stocks, funds, bonds, mutual funds and other traded securities varying in size, industry, sector and other factors
4. Advisory Products including Financial Planning advisory, Tax Planning & advisory, estate planning & advisory, Advisory on various types of life, health and general insurance or investment advisory on different assets like equity, mutual funds, bonds, fixed income, commodities, currency, real estate and property assets or Advisory calls on stock buy/sell, derivatives trading, hedge advisory, asset restructuring in the contextual meaning / : shall mean and include all/any financial product/s contained in a RR Basket whether or not as a portfolio of given individual basket names as below with option for change in number and variety of baskets as also composition, any time at discretion of Investment Advisor.

Naming of portfolio is done as a guidance and is only indicative of a bunch of similar stocks or mutual funds or bonds or a combination of all/any and may or may not contain shares/mutual funds / bonds from same or similar industry or theme and the like, stacked to represent possibility of earnings on investment or otherwise, but in no way gives an assurance of any sort promising growth or returns and not to be construed as such or otherwise and is subject to change prior and/or subsequent to investing. The list is only illustrative and does not suggest or assure any specific returns. Example : Best metal stocks may normally contain shares of Tata Steel Ltd; Monthly 5K 10 years Basket may contain mutual funds aiming at 5000 investment per month for 10 years, etc.

LIST OF EQUITY BASKETS;

1. **Best Metal Stocks**
2. **Best Auto Stocks**
3. **Best Small Cap Stocks**
4. **Best Of Mid & Small Stocks**
5. **Best Reality Stocks**
6. **Best Public Sector Stocks**
7. **Mahindra Group Stocks**
8. **Best India Defence**
9. **Tata Group Stocks**
10. **Best MultiCap Stocks**
11. **Best Of Media Stocks**
12. **Best MidCap Stocks**
13. **Birla Group Stocks**
14. **Best Infrastructure**
15. **Best MNCs Basket**
16. **Best Technology (IT) Stocks**
17. **Best Energy Stocks**
18. **Best Large & Mid Cap Stocks**
19. **Best Private Bank Stocks**
20. **Best Financial Services Stocks**
21. **Best Large Cap Stocks**
22. **Best India Digital**
23. **Best Oil & Gas Stocks**
24. **Best Consumer Stocks**
25. **Best FMCG Stocks**
26. **Best PSU Bank Stocks**
27. **Best Pharma Stocks**
28. **Best Dividend Paying Stocks**

LIST OF BOND BASKETS :

1. THE KARUR VYSYA BANK LIMITED
2. ANDHRA PRADESH STATE BEVERAGES CORPORATION LIMITED
3. ADANI CAPITAL PRIVATE LIMITED
4. THE SOUTH INDIAN BANK LIMITED
5. NATIONAL HIGHWAYS INFRA TRUST
6. CHHATTISGARH STATE POWER DISTRIBUTION COMPANY LIMITED
7. TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LIMITED
8. UP POWER CORPORATION LIMITED (UPPCL)
9. RRVUNL (TRANCHE II)
10. GOI
11. Meghalaya Energy Corporation Ltd
12. Rural electrification bond
13. Indian Railway Finance Corporation Ltd

LIST OF MUTUAL FUND BASKETS

1. Monthly 10K 5Years
2. Best MF Pharma
3. Best MF MNC
4. Emergency Money
5. Best Mutual Fund Large Cap
6. 25L In 20 YR
7. 10L In 10 YR
8. Best MF Energy
9. Conservative Hybrid
10. 1Cr In 20 YR
11. Dynamic Hybrid
12. 10L In 20 YR
13. Self-Reliant Women
14. Best Mutual Fund Tax Saver
15. 2L Once For 10 YR
16. 50L In 10YR
17. Start Up Fund For You
18. FD Beating 3-5 Yrs
19. Best MF FMCG
20. Kids Marriage
21. FD Beating 1-3 Years
22. 50L In 20 YR
23. Grand Children Gift Fund
24. Debt-Medium Duration
25. 1Cr In 10 YR
26. Best Mutual Fund Small Cap
27. Retire In 20 Years
28. Parking 1-180 Days
29. Dream Home
30. Retire In 10 Years

31. **Aggressive Hybrid**
32. **Best MF Value**
33. **Parking 6-12 Months**
34. **Debt Liquid**
35. **Best MF Infra**
36. **5L Once For 10 YR**
37. **Monthly 5K 5 YR**
38. **1 Lakh Once For 10 YR**
39. **Monthly 50K 5 YR**
40. **Best Mutual Fund Multi Caps**
41. **Best Mutual Fund Mid Cap**
42. **Dream Vacation**
43. **Debt-Long Duration**
44. **Start Up Fund For Kids**
45. **25L In 10 YR**
46. **Kids Education**
47. **Dream Car**
48. **10L Once For 10YR**
49. **Monthly 20K 5 YR**
50. **Best MF IT**
51. **Debt - Dynamic Bond**
52. **Save Taxes (ELSS Funds)**

The Terms and Conditions of the Agreement are as follows:

1. Appointment of the Investment Advisor

In accordance with the applicable laws, the Client hereby appoints, entirely at his / her / its risk, the Investment Advisor to provide investment advice on the chosen advisory product, mentioned above with subscription details, in accordance with the terms and conditions of this Agreement as mandated under Regulation 9(1)(d) of the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.

2. The Client confirms that

a. They have read and understood the terms and conditions of this Agreement, as provided by the Investment Advisor along with the fee structure and mechanism for charging and payment of fee and/or will be acknowledging the agreement terms by either sending a signed copy to reachus@finmoindia.com and/or by confirming the agreement acknowledgement by sending a valid OTP sent on their phone/email OR simply acknowledging the agreement copy received on registered email.

b. Based on their written request to the Investment Advisor, an opportunity was provided by the Investment Advisor to ask questions and interact with person(s) associated with the investment advice.

c. He/she understands Investment Advisory Products shall mean detailed explained in the "Definitions, Point No.4" as above. The portfolio shall mean a Portfolio having Allocations in particular combination of certain Shares/ Exchange Traded Fund / Securities / Derivatives/Commodities/Currencies/ Mutual Funds / Bonds / other market traded instruments in their respective manner and particular context, totalling to a certain Investment Portfolio amount, totalling to 100%. and wherever expressly mentioned for any of such user's context it shall also mean portfolio.

d. He/she understands that Financial Advisory shall mean a personalised financial planning, consultations and advice based on the data & information provided on specific needs and situations shared by the client to achieve desired objective.

e. Platform is an Investment Technology Platform built/procured by Investment Adviser which is a proprietary Investment Technology platform, or a Third-Party technology platform conforming to SEBI guidelines that enable end-to end transactions for advisory based Portfolios to its clients.

3. **The Investment Advisor confirms that**

a. It shall neither render any investment advice nor charge any fee until the Client has signed this Agreement.

b. It shall not manage funds and securities on behalf of the Client and that it shall only receive such sums of monies from the Client as are necessary to discharge the Client's liability towards fees owed to the Investment Advisor.

c. It 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.

d. None of the transactions shall be in cash but will only be through online remittances where no physical cash transaction is involved.

4. **The Fees specified under Regulations and relevant circulars issued thereunder is as given below. These are, however, subject to any statutory amendments brought therein needing a change:**

. *Assets under Advice (AUA) mode:*

- i. 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 offer
- ii. Investment Advisor shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client.
- iii. 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 Advisor.

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 Advisor.

General conditions under both modes

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

Advisory fees charged to the Client: Scope of services

FOLIO NAME	Option ONE FEE	Option Type	Advisory Fee Monthly	Average AUA Slab
folios listed List of Funds s" above	Rs.500 subscribing basket.	Amount per month on Average Under (AUA) PAY ation online	00+GST s.250+GST s.500+GST 0+GST 0+GST 0+GST 0+GST	L 50L CR CR CR ABOVE
folios listed List of Equity s" above	Rs.500 subscribing basket	Fee is 1% by 12 s, that is per month of Average Assets held for the payable AUTOPAY red online	Annual Fee payable y, 1%/12 = 0.0833% Holding Value as on y of Calendar Month. can pay an advance is generated every and deducted	Rs1 and up to Rs. 10 Cr

folios listed List of Bond s" above		Amount per month on Average Under (AUA) AUTOPAY ation online	!00+GST s.400+GST s.600+GST !0+GST !0+GST	L 22L 55L 1.1 Cr and above
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The Investment Advisor shall provide the following services to the Client:

1. At the Client's request, advise the Client on a range of financial products including but not limited to equities and equity-related products such as Direct stocks, Mutual funds, future additions, ETFs, fixed income products, financial planning, investment analysis etc. (collectively termed as "Product(s)" as described under point No.4 of definitions above). Unless specifically requested by the Client and explicitly agreed by the Investment Advisor, the Investment Advisor will have no ongoing obligation to advise the Client on, or to monitor, any individual investment or portfolio of investments held with the Investment Advisor or otherwise.
2. When, at the Client's request, the Investment Advisor advises on Products, it shall provide such advice as per standards prescribed in the applicable Regulations, which may require it to have a reasonable basis to believe that such advice:
 - a. meets the Client's investment objectives as may be recorded with us in the form of a financial plan, model, strategy or otherwise, and confirmed by the Client including but not limited to risk assessment;
 - b. that the Client is able to bear investment risk consistent with the Client's investment objectives and risk tolerance; and
 - c. that the Client has the necessary experience and knowledge to understand the risks involved in the Product(s).
 - d. Notwithstanding Investment Advice, Client's decision, action or omission for financial plans, investments to buy, sell, hold or otherwise deal in the Products shall be based on Client's own independent evaluation of the risks and rewards of the investments and Client's own verification of all the relevant facts, including financial and other circumstances and a proper evaluation thereof.
 - e. The Investment Advisor recommends that wherever possible, Client should implement the Investment Advice through direct route i.e. through direct schemes/direct codes
 - f. Investment Advisor recommends that the Client obtains its own independent legal and tax advice, tailored to Client's particular circumstances.
 - g. The services provided by the Investment Advisor to the Client will be, at all times, as permitted under the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.
 - h. The Investment Advisor declares that it shall, at all times, act in a fiduciary capacity towards the Client.
 - i. The above shall be without prejudice to the fact that all investments are made directly by Client by logging into this platform/website and selecting the advisory basket of his/her choice, subscribing and/or registering and making relevant payment transactions using the platform services including selecting his/her own broker of choice all of which will be at client risk and care.

Functions of the Investment Advisor in so far it is applicable for online advisory basket selection directly by client after logging into the Advisory Platform site:

The Investment Advisor shall:

1. At all times, be compliant with the terms of compliance specified by Securities and Exchange Board of India (Investment Advisors) Regulations, 2013 and its amendments, rules, circulars and notifications.
2. At all times, be compliant with the eligibility criteria as specified under the Regulations.
3. Undertake a period risk assessment procedure of Client including their risk capacity and risk aversion
4. Provide reports to Client on potential and current investments.
5. Maintain various records including but not limited to client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.
6. Be compliant with the provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.
7. Abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013.

Risk Factors

The Client confirms that the Client is aware that securities are subject to a very wide variety of risks which include amongst others an unpredictable and total and/or partial loss in value due to, inter alia:

1. Overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports.
2. Acts of force majeure including nationalisation, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature, boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data) international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market, or the delivery of fake or stolen securities.
3. Volatility of the stock markets, stock market scams, circular trading of securities and price rigging.
4. Default or non-performance of a third party, company's refusal to register a security due to legal stay or otherwise and disputes raised by third parties.

5. Low possibilities of recovery of loss due to expensive and time-consuming legal process and any changes in the Securities and Exchange Board of India (SEBI) rules and regulations and other applicable laws.
6. At no stage of the relationship, the Investment Advisory represented by brand name RUPEE RAKSHAK and providing services through platform RUPEERAKSHAK.COM, gives any categorical assurance or promises any returns on the investments made by the client using IAs services or the Rukpeerakshak.com platform since all investments are subject to market risk and returns cannot be guaranteed, and it is assumed that the Client is fully agreeable and understanding this.

Validity of advisory services

The Client shall note that

1. Minimum period of this agreement is for the duration for which fee is paid by Client.
2. The agreement will be auto renewed with the same terms and conditions unless and until terminated by either of the party or Client fail to make the renew the agreement by making the payment of the fee for the subscribed solution.

Amendments

The terms of this Agreement may be amended by mutual written consent of the Parties.

Termination

This Agreement may be terminated under the following circumstances:

1. Either Party can terminate voluntarily, with a 30 days written notice to the other Party
2. Investment Advisor reserves the right to terminate this Agreement, upon the occurrence of any of the following events:
 - a. If the Client commits a breach of any of the terms and conditions of this Agreement.
 - b. If the Client becomes insolvent or enters into liquidation or receivership or suffers an administration receiver to be appointed in relation to the whole or any part of its assets, or suffers any judgment to be executed in relation to any of its property or assets, if any of these would adversely affect the performance of the obligation under this Agreement.
 - c. Any of the Client's representations, warranties or statements hereunder or in any document delivered pursuant to this Agreement have not been complied with or is incorrect or incomplete in any respect.
 - d. If the client explicitly exits the portfolio of securities from the subscribed advisory portfolio
 - e. The Client can terminate this Agreement, by writing to the Investment Advisor at reachus@finmoindia.com, upon the occurrence of any of the following events:
 - i. Suspension/Cancellation of registration of Investment Advisor by SEBI.
 - ii. Any other material adverse action taken against the Investment Advisor by other regulatory body/ Government authority
 - iii. If the client explicitly exits portfolio of securities from the subscribed advisory portfolio in the Platform
 - iv. In case of termination of this Agreement by either Parties, the Investment Advisor shall provide limited support to the Client during the 30 days' notice period. At the Investment Advisor's sole

discretion, the Client will be eligible to receive a refund of the fees, on a prorated basis for the remainder of the term of this Agreement.

Relationship with related parties

The Investment Advisor shall maintain an arms-length relationship between its activities as an Investment Advisor and other activities. Where the Investment Advisor is engaged in activities other than advisory services, it shall ensure that the advisory services are clearly segregated from all other activities in the manner as prescribed by the Regulations. The Investment Advisor shall disclose to the Client, conflicts of interest, if any arise during the course of the Client's engagement with the Investment Advisor under this Agreement.

Other activities

1. In addition to being an Investment Advisor, Investment Advisor may provide execution services through a separately identifiable department having its own team of professionals distinct from its professionals involved in advisory services. Also, all the transactions between activities as Investment Advisor and execution services shall happen at arm's-length relationships.
2. The Investment Advisor may, at the Client's request, refer the Client to service providers, stock brokers or other intermediaries (collectively hereinafter referred to as "Intermediaries") who may facilitate or provide services to enable the Client to implement any advice or recommendation made by the Investment Advisor in respect of Products. The Client confirms that they shall independently evaluate the services and capabilities of the Intermediaries and they shall enter into a contract for services at their sole discretion, judgment and opinion.
3. The Investment Advisor shall not be liable in any manner whatsoever in respect of any transactions or correspondence conducted directly between the Client and any third party including any/all intermediaries who may or may not figure in this Advisory Platform .
4. The Client agrees that the decision to approve such transactions, whether directly or through any Intermediary is at their sole discretion, judgment and opinion.
5. The Investment Advisor shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client.

Representations to Client

The Investment Advisor represents to the Client that:

1. It will take all consents and permissions from the Client prior to undertaking any actions in relation to the Products advised by the Investment Advisor.
2. The Investment Advisor hereby declares that It shall not seek any power of attorney or authorizations from the Client for implementation of investment advice.
3. It will disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the Client's securities/investment products
4. It shall be responsible for maintenance of client accounts and data as mandated under the Regulations.

Client Obligations

The Client represents to the Investment Advisor that:

1. They shall provide any information ("Client Information") the Investment Advisor may reasonably request from time to time, in order to enable it to perform its Services or comply with any laws, regulations and policies (including, without limitation, "know your client (KYC)" requirements, information on Client's risk appetite or risk tolerance, Client's investment objectives, Client's investment horizon, Client's financial details that may be relevant to provide advice e.g. income, assets, liabilities etc.)
2. They shall promptly notify the Investment Advisor of any material change to the Client Information. The Client understands and accepts that failure to do so may adversely affect the quality of the advice or recommendations.
3. They shall not disclose any advice provided by the Investment Advisor to any third party and the Investment Advisor shall not be responsible for any losses that may be suffered by such party as a result of the disclosure of such advice by the Client. No third party shall place any reliance on the information furnished or advice given to the Client by the Investment Advisor. Any advice provided by the Investment Advisor is exclusively for the Client's knowledge and use, subject to the extent otherwise permitted herein.
4. They understand the risks involved in investing in Products and that they are aware that the value of the investments could substantially depreciate to an unpredictable extent.

Terms of fees and billing

1. The Investment Advisor shall charge fees as per schedule attached to this document. Refer to the table of fee given above.
2. All payments shall be made by account payee crossed cheques / demand draft or by way of direct credit into Investment Advisor's bank account through NEFT/ RTGS / IMPS / UPI. The Client can also pay using RUPEERAKSHAK.COM PLATFORM which supports net banking and debit cards. It is clarified that the Investment Advisor does not accept cash deposits. All payments should be through legitimate sources and should be in compliance with the policies and guidelines laid down by RBI, NPCI, SEBI, or any other regulatory body. Further, Subscription Plan fee shall be made through Client's own bank account and in case of a joint Bank account the Client shall be one of the holders of such bank account.

Liability of Investment Advisor

It is hereby stated that the Investment Advisor shall not incur any liability by reason of any loss, which the 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.

Representations and covenants

The Investment Advisor represents that it has and shall have, at all times:

1. Its Investment officer and other persons directly associated with investment advice have the necessary qualifications to perform the function

2. All applicable statutory and other approvals and consents required, to the best of its knowledge, to provide services to the Client under this Agreement

Death or Disability of client

In the event of the Client's demise, the Investment Advisor shall be absolutely protected in acting under this Agreement until it receives written notice of death from the legal representatives or executors of the Client. The legal representatives or executors will be recognized by the Investment Advisor as having the sole authority to act under this Agreement on behalf of the deceased Client only upon the legal representatives or executors producing the appropriate and valid legal documents which establishes them as the legal representatives of the deceased Client. All acts performed by the Investment Advisor prior to receiving written notice of the Client's death, shall be valid and binding upon the Client and the Client's successors in title.

Dispute resolution:

1. If any dispute and/or difference that has arisen between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or otherwise, the Parties hereto shall endeavour to settle such dispute/difference amicably by negotiation. In case of failure to resolve the dispute and/or difference amicably, in terms of Regulation 21(4) of Securities and Exchange Board of India (Investment Advisors) Regulations, 2013, any dispute between the investment Advisor and his client may be resolved through arbitration or through Ombudsman authorized or appointed for the purpose by any regulatory authority, as applicable or as may be specified under the Securities and Exchange Board of India (Investment Advisors) Regulations, 2013 from time to time.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Arbitration proceedings shall be held in Bangaluru, India and the language shall be English. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law.
 - a. The laws of India shall govern this Agreement, and the courts of Bengaluru shall have the exclusive jurisdiction.
 - b. The provisions of this clause shall survive the termination of this Agreement for any reason whatsoever.

Adherence to grievance redressal timelines

1. Investor Services: Contact us on reachus@finmoindia.com in case of any queries or assistance.
2. Investment Advisor hereby represents that it shall be responsible to resolve any grievances that the Client may have, within the timelines specified under applicable SEBI circulars.

Severability

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

Force Majeure

The Investment Advisor shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, pandemic, acts of God, insurrection, war, riot, or failure of communication or power supply. In the event of equipment breakdowns beyond its control, the Investment Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

Indemnity

Without prejudice to the other rights or remedies that the Investment Advisor may have under the applicable laws, the Client hereby agrees to indemnify the Investment Advisor, its director and/directors, employees and representatives from all liabilities (including claims, damages, suits or legal expenses, in defending itself in relation to the foregoing) arising due to non-performance and/or non-observance of the Client's duties and obligations under this Agreement or due to the Client's breach of terms and conditions provided herein. The provisions of this clause shall survive termination of this Agreement for any reason whatsoever.

Miscellaneous:

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

The Client's relationship with the Investment Advisor and rendering of the investment advisory services herein shall be subject, at all times, to the applicable laws. Investment Advisor may take or refrain from taking any action whatsoever, and the Client shall do all things required by the Investment Advisor, in order to procure or ensure compliance with applicable laws.

1. Any instructions (oral or otherwise) purported to be given by any person other than the Client, need not be acted on by the Investment Advisor
2. The Client shall be solely responsible for the computer systems or other means used by them with respect to dealings with the Investment Advisor and for various security measures which you have to take to prevent unauthorized access to details relating to the dealing with the Investment Advisor, and the Investment Advisor shall not be liable for any such unauthorized access.
3. In cases where a person is using services of the Investment Advisor for and on behalf of a non-individual Client, the person represents that it has the appropriate authority and binds the said entity to this agreement.
4. The Client agrees and acknowledge that the intellectual property in all material provided to the Client, including literature, manuals, reports, research papers, data, flow charts, drawings, designs, logo, videos, illustrations, diagrams, tables, software, source code or object code or other

information or materials in whatever form and on whatever media stored or held ("Information") is owned either by the Investment Advisor or third party entities who have licensed or permitted such placing or use of Information. Except when expressly permitted, none of the Information shall be copied, reproduced, distributed, republished, downloaded, displayed, posted, transferred or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the Investment Advisor.

5. The Client shall not transfer, reverse engineer, decompile, disassemble, modify or create derivative works based on the Information except as permitted herein or by law.
6. The Client agrees not to use any Information received from the Investment Advisor for any unlawful purpose and not to undertake any action with the Information that will violate, infringe, prejudice or in any way affect the Investment Advisor's or any third party's intellectual property rights.
7. FinMo Investment Advisors Pvt Ltd (using Brand name RupeeRakshak) is a SEBI registered Investment Advisors and is authorized to provide Investment Advisory services - non-discretionary, investment advisory and research analysis.
8. The research/advisory driven advisory service available on www.finmoindia.com or on its website should not be construed as an offer to buy/sell or the solicitation to buy/sell in jurisdictions where such offer/solicitation would be illegal. Any research based model portfolio product or Advisory product made available by FINMO does not constitute a personal recommendation or take into account the particular investment objectives, financial situation, risk profile and needs etc. of individual clients.

Other Disclosures / information by the Investment Advisor:

1. Penalties, pending litigation or proceedings, etc: There have been no instances of penalties imposed or directions issued by the Board or any regulatory agency under the Act, Rules or Regulations for any economic offence or for violation of any securities laws or for any deficiency in the systems and operations of the Investment Advisor.
2. There are no material legal proceedings, civil or criminal, initiated against FinMo Investment Advisors Pvt Ltd, its directors, principal officer or employee under the Act, Rules or Regulations.
3. The Investment Advisor and the Client shall be bound by all the Rules, Regulations of Securities and Exchange Board of India ("SEBI") and circulars/notices issued there under and relevant notifications of Government authorities as may be in force from time to time.
4. The Client shall satisfy itself that the Investment Advisor possesses requisite level of knowledge and competence to provide services in the nature of Advisory.
5. The Client shall retain sole control and authority over his/her/its assets and shall in his/her/its sole discretion be entitled to determine whether to accept, reject or implement any recommendation made by the Investment Advisor based on the suitability analysis of the Client. The Investment Advisor's role is limited to providing services in the nature of advisory and the Client will have no obligation to accept any recommendation made by the Advisor and he/she/it may act accordingly or decide to ignore the recommendation.
6. It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Investment Advisor to guarantee any returns or accretions or accruals to the Client. The Client expressly agreed that the Investment Advisor will provide only

services in the nature of advisory and the decision to invest will be that of the Client and the Investment Advisor before advising shall make well informed research before advising the same to the Client.

7. Client's relationship with an Investment Advisor under the terms and condition is independent in nature and not as an agent, joint venture or partner of the Investment Advisor.

8. In addition to the specific right set out in this document, the Investment Advisor and the Client shall be entitled to exercise any other right which the Investment Advisor or the Client may have under the Securities and Exchange Board Of India (Investment Advisor) Regulations, 2014 and any amendments made thereto from time to time.

9. The Client agrees and confirms that the Investment Advisor(IA) may appoint agents and or third-party vendors for carrying out the acts mentioned in or in relation to rendering its services. The Client consents to sharing of his/its account and trading related information to such authorized agents / third party vendors appointed by the Investment Advisor on a need basis only. The Investment Manager shall ensure that such authorised agents/third party vendors maintain confidentiality of the details/information shared and shall use the details/information only for the purpose required.

FINMO INVESTMENT ADVISORS PVT LTD (represented by RUPEE RAKSHAK vide website rupeerakshak.com) PRIVACY POLICY:

Privacy matters. Privacy is what allows us to determine who we are and what we do - Edward Snowden.

1. User consent

a. By submitting Personal Information through Investment Advisor's Site or Services, the client agrees to the terms of this Privacy Policy and the client expressly consents to the collection, use and disclosure of the Personal Information in accordance with this Privacy Policy.

b. Information You provide to the Investment Advisor:

- i. If the client provides feedback or contact us via e-mail to the Investment Advisor, it will collect client's name and e-mail address, as well as any other content included in the e-mail, in order to send the client a reply.
- ii. When the client participates in one of Investment Advisor's surveys, it may collect additional information.
- iii. The Investment Advisor may also collect Personal Information on the Site or through the Services when it makes clear that are it is collecting it and the client voluntarily provides it, for example when the client submits an application for employment, the Investment Advisor may collect Personal Information from the client, such as first and last name, phone, e-mail address, age when you create an Account.
- iv. Information collected via Technology
- v. To make its Site and Services more useful to the client, the servers of Investment Advisor (which may be hosted by a third party service provider) collect information from the client, including client's browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to client's computer when the client uses the Internet, which may vary from session to session), and domain name.

vi. The Investment Advisor may use third party service providers to help analyze certain online activities. For example, these service providers may help analyze visitor activity on the Site. The Investment Advisor may permit these service providers to use cookies and other technologies to perform these services for us. But this shall be subject to the terms as mentioned in this document.

vii. If the client is logged into the Site or Services, the information collected via technology as described in this Section may be associated with client's Personal Information and will, accordingly, be treated as Personal Information in accordance with this Privacy Policy.

c. **Use Of Personal Information:** In general, Personal Information the client submits to the Investment Advisor regarding the client's or client's company shall be used either to respond to requests that the client makes, or to aid the Investment Advisor in serving the client better. The Investment Advisor uses such Personal Information in the following ways:

i. to facilitate the creation of and secure client's Account on the Investment Advisor's network;

ii. to identify the client as a user in the Investment Advisor's system;

iii. to provide improved administration of its Site and Services;

iv. to provide the Services the client requests;

v. to improve the quality of experience when the client interacts with the Investment Advisor's website and Services;

vi. to send the client transactional e-mail notifications

vii. to send newsletters, surveys, offers, and other promotional materials related to the Investment Advisor's Services and for other marketing purposes;

d. **Creation of anonymous information:** The Investment Advisor may create Anonymous Information records from Personal Information by excluding information (such as the name) that makes the information personally identifiable to the data subject. The Investment Advisor uses this Anonymous Information to analyse request and usage patterns so that the Investment Advisor may enhance the content of its Services and improve Site navigation. The rupeerakshak.com platform reserves the right to use Anonymous Information for any purpose and disclose Anonymous Information to third parties at its sole discretion.

i. **Third party websites:** When the client clicks on a link to any other website or location, the client will leave the Investment Advisor's website Site and go to another site and another entity may collect Personal Information or Anonymous Information from the client. The Investment Advisor has no control over, does not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of information after you click on links to such outside websites.

e. **Cookies:** Cookies" are pieces of information that a browser can record after visiting a web site. The Investment Advisor may use cookies for technical purposes such as to enable better navigation through our site, or to store user preferences for interacting with the site. If the client turns off the option to have cookies stored on its browser, it will affect the client's experience of using the rupeerakshak.com platform.

f. **Security of Client's information:** The rupeerakshak.com platform is committed to protecting the security of client's Personal Information. The Investment Advisor uses a variety of industry-standard security technologies and procedures to help protect client's Personal Information from unauthorized access, use, or disclosure. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while the rupeerakshak.com platform uses

reasonable efforts to protect client's Personal Information, the rupeerakshak.com platform cannot guarantee its absolute security.

2. Changes to this Privacy Policy:

a. Please note that this Privacy Policy may change from time to time. The Investment Advisor will post any Privacy Policy changes on this page

i. Terms of the Website: By submitting Personal Information through the Investment Advisor's website or Services, the client agrees to the terms of this Privacy Policy and the client expressly gives its voluntary consent to the collection, use and disclosure of the Personal Information in accordance with this Privacy Policy.

ii. Amendment/Modifications: This Privacy Policy available on the website of the Investment Advisor is current and valid. However, the Investment Advisor reserves the right to amend/modify any of the sections of this policy at any time and the general public are requested to keep themselves updated for changes by reading the same from time to time.