

Investment Advisory Agreement

This Investment Advisory Agreement is made on this ____ / ____ / ____ (DD/MM/YYYY)

Between:

Arijit Mazumdar, Securities and Exchange Board of India (SEBI) registered Investment Adviser (IA), bearing Registration No. INA300011609 having his registered office at Haridradanga, Goalapara, Po & Ps-Chandannagore, Hooghly, WB -712136, website URL-www.stockdunia.com (Redirect) / www.stockdunia.in, hereinafter referred to as the "INVESTMENT ADVISER" of the FIRST PART

AND

Mr. /Ms./Mrs. (name of the client) : _____. Register E-mail ID: _____.
_____. Reg. Mobile No: _____. PAN No: _____.
_____. Address: Street: _____ Area: _____
_____. Town: _____ Pin: _____. District: _____.
_____. State: _____. Country: _____. Hereinafter referred to as the "CLIENT" of the SECOND PART;

Both INVESTMENT ADVISER and the CLIENT shall be hereinafter collectively referred as 'Parties'. Whereas the Client is desirous of availing the investment advisory service from the Investment Adviser on the terms and conditions as described hereinafter.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT OF THE INVESTMENT ADVISER : In accordance with the applicable laws, the Client hereby appoints, entirely at his / her / its risk, the Investment Adviser to provide the required services in accordance with the terms and conditions of the agreement as mandated under Regulation 19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

2. (a) CONSENT OF THE CLIENT :

- "I / We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee."
- "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".

(b) DECLARATION FROM THE INVESTMENT ADVISER THAT:

- Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to the Investment Adviser.
- 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.

(c) FEES SPECIFIED UNDER INVESTMENT ADVISER REGULATION AND RELEVANT CIRCULAR ISSUED THEREUNDER:

As per the Regulation 15A of the SEBI Investment Adviser Regulation 2013 as amended in 3rd July 2020 and circular no SEBI/HO/IMD/DF1/CIR/P/2020/182 dated 23rd September 2020 issued by SEBI an Investment Adviser can charge fees from the clients in either of the two modes:

(A) Assets under Advice (AUA) mode

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

(B) FIXED fee mode:

- a) The maximum fees that may be charged under this mode shall not exceed INR 1,51,000 per annum per family client across all service offer by the IA.

General conditions for fixed fee mode

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

(d) FEES CHARGED TO THE CLIENT BY INVESTMENT ADVISER :

The Investment Adviser will charge advisory fees under Fixed Fee mode on advance basis.

Package Taken By Client: _____ (Package Name)

Price Charged (INR) :Rs. _____ for _____ (Period)

3. SCOPE OF SERVICES: The Investment Adviser may provide following Advisory service(s) subject to the activities permitted under the Securities and Exchange Board of India (Investment Adviser) Regulation 2013. The Client may take any / multiple package, service or subscription as per his / her Risk Profiling eligibility and risk assessment criteria. The Investment Adviser shall never invest or take any

decision on behalf of the Client. The decision of the Client to buy / sell / hold / exit / maintain stop loss/follow suggestion/update and/or any other decisions in relation to securities (equity / index / derivative /option/Mutual Fund) and/or any Advisory product / instruments as advised by the Investment Adviser, shall be at the sole discretion and conscious choice of the Client itself. It is also Client's complete discretion to act/execute/implement/trade, and to maintain portfolio, trading and demat account with the vendor, broker, depository, depository participant of his/her own choice. The Investment Adviser shall act in a fiduciary capacity towards its clients at all time for the safeguard, interest and benefit of the clients.

PACKAGE/SERVICE DETAILS:

Long Term Equity Investment Plan

- **Fees:** Rs 3,000
- **Duration:** 1–2 Months
- **Key Features:** Provides 5–7 specific stock recommendations via email with a 2–3 year focus, entry price reviews, and live technical support during market hours.

Personal Financial Planning

- **Fees:** Rs 6,000
- **Duration:** 1 Month
- **Key Features:** A full financial deep dive covering income/expense analysis, short-to-long-term goal planning, asset allocation, and specific strategies for insurance, tax, and retirement.

Portfolio Creation & Asset Allocation

- **Fees:** Rs 3,000
- **Duration:** 1 Month
- **Key Features:** Builds a custom portfolio based on your risk profile across equity, debt, gold, and real estate, including guidance on Lump sum vs. SIP strategies.

Mutual Fund Advisory Plan

- **Fees:** Rs 3,000
- **Duration:** 1 Month
- **Key Features:** Expert selection of mutual funds tailored to up to three specific goals, including calculations for required holding periods.

Portfolio Review & Rebalancing

- **Fees:** Rs 5,000 (New) / Rs 3,000 (Existing)
- **Duration:** 1 Month
- **Key Features:** An annual "health check" of your current investments with strategic modifications and reallocation based on changing market conditions.

Investment Advisory Service Plans

Standard warning : "Investment in securities market are subject to market risks. Read all the related documents carefully before investing."

Disclaimer : "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"

#NB: Days includes Saturday, Sunday and all public/national holidays.

4. FUNCTIONS, OBLIGATIONS, DUTIES AND RESPONSIBILITIES OF THE INVESTMENT ADVISER (including principal office and all persons associated with Investment advice if any):

- a) The Investment Adviser shall be in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- b) The Investment Adviser shall be in compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.
- c) The Investment Adviser shall conduct Risk assessment procedure of Client including their risk capacity and risk aversion.
- d) The Investment Adviser shall be providing reports to Clients on potential and current investments to Clients as per the service/package subscribed by the Client on a periodical basis based on technical and/or fundamental analysis as and when required.
- e) The Investment Adviser shall be maintaining records i.e. Client -wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of Clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The Investment Adviser shall also maintain the records as per point no 2(vi) specified in SEBI circular no. SEBI/HO/IMD/DF1/CIR/P/2020/182 dated 23rd September 2020.

- f) The Investment Adviser shall adhere to the provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- g) The Investment Adviser shall undertake to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

5. INVESTMENT OBJECTIVE AND GUIDELINES:

- a) Investment Adviser would provide advice regarding buy/sell/hold/exit/maintain stop loss/suggestion/update etc. to the Client for any mutual fund/securities (equity/index/derivative/option) or/and products listed/traded in National Stock Exchange (NSE) through direct NSE Symbol and advice on direct mutual fund schemes based on Client's risk profiling eligibility and risk assessment criteria. It is client's responsibility and discretion, whether to act/execute/implement/trade/invest on said advice/recommendations or not. The Client has to act/execute/implement/trade if any, independently in his/her own trading/demat account as per his/her risk profiling eligibility risk assessment criteria including financial capacity and clear funds should be available for that purpose in his/ her own account. The Client must not be over exposed or in leverage position. The Client alone would pay Investment Adviser's fees from his/her own sources of income and bank account. However if the client is a dependent family member, he/she must provide a annual/periodical declaration regarding such dependency and if any other family member take any advisory service(s) from this Investment Adviser he/she must inform with all details to the Investment Adviser before joining such advisory service through his/her register email.
- b) Investment Adviser will not provide full-fledged financial plan or model. The Investment Adviser would advice for the particular service/ subscription/ package /financial goal opted by the Client for any specified period based on his/her risk profiling eligibility and risk assessment criteria. The advisory fees will be charged under Fixed Fee mode on advance basis.
- c) For any tax related aspects pertaining to investment advice including Investment Adviser's fee and capital invested including any tax charged thereon, the Client has to consult with his/her own Tax adviser/consultant for complying Tax related laws, at his/her own cost. It is solely the Client's responsibility/liability/obligation to comply with all such tax related aspects. However Investment Adviser will not charge any tax on Investment Adviser's fee unless and until any new liability/ rules/circulars come into effect from any competent authority.

6. RISK FACTORS: Investment in Mutual Fund /Securities (equity/index/derivative/option) market is subject to market risk as well as stock/index specific risk. The risk may also vary from client to client depending on the Client's risk profiling eligibility and risk assessment. The investment may affect with the following risk inter alia inflation risk ,liquidity risk, default risk, re-investment risk, business risk, exchange rate risk, interest rate risk, price/volume volatility risk, risk of non performing ,risk of uncertainty ,political and economical risk, communication risk, halted in trading hours risk, risk of circuit, risk of delisting, any rumor, scam etc. Any past performance/track record and/or advices/recommendations

(buy/sell/hold/exit/maintain stop loss/suggestion/update) by Investment Adviser shall not provide any assurance/guarantee/surety/warranty of profit/positive returns/percentage return/percentage target/assured returns as all advices/recommendations will be provided on the basis of technical/fundamental analysis for the purpose of future prediction/forecasting only and may include various risks as mentioned hereinabove. The Investment Adviser or any other person associated with the Investment Adviser including but not limited to, its legal heirs, successors, executor, trustee, administrator of estate of the deceased (Obligor), employee, if any is not liable or responsible or compensate for any risk, damages, losses (including but not limited to, direct/indirect financial losses, non-financial losses, stop loss triggered, mental agony, opportunity loss, loss of notional profit or any other losses or damages etc.) and costs associated with any investment including but not limited to, total loss of principal/capital, loss of profits, and all taxes/brokerage/carrying costs charged thereon..

Client must understand and agree that his/her investment objective/expected return/financial goal may not be achieved and even can fail to retain his/her actual capital/principal amount invested and can also suffer losses.

Segment wise Risk Classification and Types of Risk associate with in

Equity /cash market Investment=High Risk=Market/Systematic Risk and Stock/Index specific risk..

Future & Option market Investment=Very High Risk=Market/Systematic Risk and Stock/Index specific risk

Medium Term /Long Term Investment in Equity / Equity Mutual Fund Scheme = High Risk=Market/Systematic Risk and Stock/Index specific risk

Liquid/Overnight Debt Fund =Moderate Risk=Market/Systematic Risk /Credit risk/Interest Rate Risk.

Hybrid Equity Fund = High Risk =Market/Systematic Risk and Stock/Index specific risk/Credit risk/Interest Rate Risk.

Hybrid Debt Fund -=Moderate to High Risk=Market/Systematic Risk and Stock/Index specific risk/Credit risk/Interest Rate Risk.

Bond/Debenture -=Moderate to High Risk=Market/Systematic Risk and Stock/Default specific risk/Credit risk/Interest Rate Risk

7. VALIDITY OF ADVISORY SERVICES AND VALIDITY OF AGREEMENT: This Agreement shall be valid from the date of signing of the Agreement by the Parties till the expiry of the specific period of service/package/subscription obtained by the Client plus service stop alert information (through SMS/email) for any day(s) or grace period, if any by Investment Adviser or service stop request (through register email before 24 hours) by the Client for any specific working day(s) for any reason will also be added/adjusted with the actual advisory service expiry and validity of this Agreement will also be extended accordingly. The advisory service(s) validity shall be counted from the date of activation of that service(s) by the Investment Adviser and not from the date of signing of the Agreement by the parties. The service activation may take 3/7 days time depend on the verification process after payment done by the Client. Upon expiry of the term/period of this Agreement/advisory service, the Investment Adviser may renew the Agreement/advisory service before or after the expiry of Agreement/advisory service at the written request by the Client from his/her registered email followed by a corresponding acceptance email from the Investment Adviser, provided all the requisite applicable terms and conditions, rules and regulations are

complied with. The Client has to pay the advisory fees in advance for advisory service opted within 7 days from the date of signing the Agreement by the parties and failing to do so this Agreement will be treated as null and void and this Agreement will cease to exist. In case of renewal, advisory fees have to be paid in advance to reactivate/renew the advisory service/Agreement within 7 days, from the renewal acceptance email from the Investment Adviser and no advisory service will be given during that period including follow up/pending calls, if any. If the Client does not renew the advisory service(s) after the expiry of the Agreement/advisory service(s) within specified time then this Agreement will not be renewed and this Agreement will be treated as expired Agreement. Upon renewal of the service/package within specified time as mentioned hereinabove, the existing advisory service /Agreement or/and amended Agreement if any will automatically be come into force. The client must agree and understand that after the expiry of advisory service/Agreement no advisory service(s) will be given including follow up/pending calls/support/investment in-progress, if any by the Investment Adviser.

8. AMENDMENTS - The Agreement may be amended or modified only by mutual written consent of the parties.

9. TERMINATION- This Agreement may be terminated under the following circumstances, namely Mandatory Termination by the Investment Adviser :

1. If the Client has committed a breach of any of the terms of the Agreement; 2. Upon death, winding-up, bankruptcy, insolvency or lack of legal capacity of the Client ; 3. If the Client has misrepresented any fact at the time of entering into the Agreement or during the subsistence of the Agreement or otherwise; 4. If any investigation / litigation (civil, criminal, regulatory or otherwise) is/ has been initiated against the Client or his/her properties or otherwise which can affect the effective implementation of the service provided by the Investment Adviser; 5. If the Client fails to pay the fees as per the plan/ package subscribed by the Client within 7 (seven) days of the signing of the Agreement. 6. Investment Adviser may also terminate this agreement without assigning any reason to the Client. 7. If client does not agree to accept/abide by the terms and conditions of amended Agreement.

b. Mandatory Termination by the Client :

1. If the Investment Adviser has committed a breach of any of the terms of the Agreement; 2. Upon death, winding-up, bankruptcy, insolvency or lack of legal capacity of the Investment Adviser; 3. If the Investment Adviser has misrepresented any fact at the time of entering into the Agreement or during the subsistence of the Agreement or otherwise; 4. If any investigation / litigation (civil, criminal, regulatory or otherwise) is/ has been initiated against the Investment Adviser or its properties or otherwise which can affect the effective implementation of the service provided by the Investment Adviser; 5. Client may also terminate this agreement without assigning any reason to the Investment Adviser.

c. Either Party can terminate the Agreement upon suspension/ cancellation of registration of the Investment Adviser by SEBI, with immediate effect.

d. Upon any other action taken by other regulatory body / Government authority, either Party can terminate the Agreement with immediate effect.

10. IMPLICATIONS OF AMENDMENTS AND TERMINATION OF THE AGREEMENT: In case of Amendment (if not agreed by Client) and/or Termination and/or assignment if any, the fees paid by the Client will be refunded by the Investment Adviser on a pro rata basis for the remaining or unexpired period of the Agreement / service / package i.e. till its termination/expiry from the date of service/package/subscription deactivation. No advice/recommendations/support in whatsoever manner will be provided by the Investment Adviser for the unexpired/remaining period including follow up/pending calls/recommendation/advice/termination of investment in-progress, transition support obligation. The Client shall have no rights whatsoever to assign his/her rights under the Agreement to any third party.

11. RELATIONSHIP WITH RELATED PARTIES: The Investment Adviser declares that it is carrying on its activities independently, at an arms-length basis with its related parties and it does not have any conflict of interest with its related parties. The Investment Adviser shall disclose any such conflicts of interest, as and when required and necessary.

12. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES:

i. The Investment Adviser (individual) maintains an arms-length relationship between its activities as an investment adviser and other activities and to covenant that this arm's length relationship shall be maintained throughout the tenure of advisory service;

ii. a. The Investment Adviser shall not provide any distribution services;

b. The family of an individual Investment Adviser shall not provide distribution services to the Client advised by the individual Investment Adviser, for securities and investment products.

c. The Investment Adviser shall not provide investment advisory services, for securities and investment products, to a Client who is receiving distribution services from other family members;

13. REPRESENTATION TO CLIENT : The Investment Adviser will take all consents and permissions from the Client prior to undertaking any actions in relation to the securities or investment product advised by the Investment Adviser. By signing this Agreement, the Client gives the consents and permissions to receive advisory services including but not limited to advice/recommendation like buy/hold/sell/exit /suggestion/update on any securities or investment product as per services /package taken by the Client based on risk profiling eligibility and risk assessment.

14. NO RIGHT TO SEEK POWER OF ATTORNEY: The Investment Adviser clearly declares that it shall not seek any power of attorney or authorizations from its Clients for implementation of investment advice.

15. NO CONFLICT OF INTEREST: The Investment Adviser clearly declares that 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

16. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY: Investment Adviser shall be responsible for maintenance of Client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. The Investment Adviser will treat all kinds of information received from the Client as confidential. The Client shall equally treat all the information including but not limited to, advisory services, calls as confidential and will not disclose/ distribute/ repeat such confidential information to any third party. Such non-disclosure of confidential information shall not apply to any requests made to either Party from any court/ tribunal/ regulatory authority / government or local body or any other competent authority for production of such confidential documents.

17. TERMS OF FEES AND BILLING:

(a) The following details as follows:

(i) The quantum and manner of payment of fees for investment advice rendered : The amount of fees and period as taken by the Client as mention in point no 2.(d) in this agreement and the manner of payment mention in point no 17 (b) in this agreement (ii) Fee modalities and periodicity has been attached with detailed fee schedule mention in point no. 2(d) and point no. 3 in this Agreement (iii) Illustration(s) on how the fee will be determined, mentioned in point no. 2(d)) and point no. 3 in this Agreement (iv) All payments for investment adviser's fees must be paid in advance however this payment should not greater than 6 months and manner/mode of payment must be as per SEBI guideline as mentioned in point no 17(b) in this Agreement. (v) Type of documents evidencing receipt of payment of fee; Client has to inform via email regarding payment done with date of payment, amount paid, transaction ID, Scan copy of deposit in slip for payment, screen shot of payment ,package /service for which payment is made. Investment Adviser will send payment received confirmation to the Client's registered email/mobile number after checking/verifying those details. The Client must make payment from his/her own independent sources of account and Client must not make any payment via Cash Deposit. Investment adviser shall not be liable/ responsible for any such Cash Deposit and service will not be activated for such request. (vi) Investment

Adviser will send billing to Client's registered email id within 3-5 working days with package, clear date and service period after receiving the payment from the Client. Investment Adviser will send billing at 6 months interval but in the mean time if Client requires billing the Client may request for billing from his/her registered email and it will be sent within 7 working days.

(b) The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.

18. LIABILITY OF INVESTMENT ADVISER: The Investment Adviser shall not incur any liability by reason of any loss, which a Client may suffer by reason of any depletion in the value of the assets/stock/securities 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. The liability of the Investment Adviser is also governed under point no. 6 (Risk factor) hereinabove.

19. REPRESENTATIONS AND COVENANTS:

a. The Investment Adviser is registered with SEBI under the SEBI (Investment Advisers Regulations) 2013 and bound by the provisions of the regulations. The registration number of the Investment Adviser is INA300011609. The detail qualification of Investment Adviser is given in point number 26 (i).

b. The Investment Adviser has obtained all the necessary permissions and consents from regulatory /statutory to enter into the Agreement and to perform its obligations under this Agreement.

c. The Investment Adviser shall ensure that the Investment Adviser, principal officer, persons associated with the investment advice, if any, are qualified and certified at all times and maintain them throughout the validity of Advisory service as per the SEBI (Investment Advisers Regulations) 2013.

20. DEATH OR DISABILITY OF CLIENT: In case of death or disability of the Client (whether individual or non individual) this Agreement shall terminate with immediate effect on receipt of intimation of such event from the successor/ nominee/ representative of the Client through email. The Investment Adviser shall refund the fees paid by the Client for the remaining/ unexpired period from the date of intimation of such event till the expiry of service/Agreement to the Client's successor/ nominee/ representative. In case, any intimation/claim of refund of fees is made after expiry of the Agreement/package/services, no refund of fees will be entertained/ allowed for the death or disability of the Client. Register for successor/ nominee/ representative : Nominee :

Name as per ID : _____ Age , DOB in case of Minor : _____.

Relation : _____ . ID Number _____ (Also Mention Id Type)

Address _____:

21. DEATH OR DISABILITY OF INVESTMENT ADVISER:

1. The Investment Adviser herein appoints the following individual (the "Obligor") as the person-in-charge in the event of the Investment Adviser's death / disability. Name of the Obligor: Mrs. Shreyoshi Mazumdar ; PAN: AZCPR6456Q ; Contact details 8420903156.

2. In terms of the above eventuality, for the protection of the interest of the Client and redressal of Client's claims, the Obligor shall :

a. Give notice to all Clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor;

b. Settle the account with the Client (fees payable and/or fees refundable);

c. Complete the transition of any outstanding business to another duly registered investment adviser; and

d. Redressal of any outstanding or new disputes/ claims of Clients.

22. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION:

a. No suit, prosecution or any other legal proceeding shall lie against the Investment Adviser for any loss/damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the SEBI (Investment Advisers) Regulations, 2013.

b. Any dispute between the Parties under this Agreement, at the first instance, shall be resolved amicably between the Parties through negotiations and/or mediation. In the event that a dispute cannot be resolved amicably by the Parties within 21 (twenty one) days of the commencement of such negotiations/mediation, the dispute, shall be referred to a common Arbitrator mutually agreed between the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996, amendments made thereto from time to time. The seat of arbitration shall be in Kolkata, West Bengal, India. The language of the arbitration proceedings shall be English. The award of the arbitration proceeding shall be final and binding on the parties.

23. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES: In the event, the Client has any grievances in relation to the service provided by Investment Adviser, Investment Adviser shall make efforts to resolve such issue. If Client has any issue/complaint he/she can send email at support@stockdunia.in and the Investment Adviser will take initiative to resolve the issue within 7 working days from the date of receive the issue. In case the Client does not satisfy with the redressal of grievance by the Investment Adviser then he/she can send email at or compliance@stockdunia.in and Investment Adviser will take initiative to resolve the issue within 15 working days from the date of receive the issue and if Client does not satisfy with the redressal of grievance by the Investment Adviser then he/she can lodge a complaint to SCORE at <https://www.scores.gov.in> i.e. redressal mechanism portal of SEBI. If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

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

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

26. MISCELLANEOUS.

a. Refund Policy: In case of termination as mentioned above in point no.9 (a)(b)(c)(d) in this Agreement, the Client is entitled to get refund of the fees paid for his/her subscription/ package by the Investment Adviser on a pro rata basis for the remaining or unexpired period of the Agreement/ service i.e. till its termination/expiry from the date of service deactivation and for the benefit and interest of the Client, Investment Adviser shall not retain any fees for unexpired/remaining period. However in case of refund of fees for unexpired period, client will not be refunded any bank/transaction charges deducted/written back of discount amount allowed/tax charged, if any at the time of payment of advisory fees. Any bank/transaction charges during refund process will also be deducted from refund amount payable for unexpired/remaining period. The refund of fees for unexpired period will be via NEFT mode or any other mode as decided by Investment Adviser only.

b. False claims/remarks by Client : The Investment Adviser reserves and shall exercise his legal right to initiate any legal proceedings against the Client if any false/ defamatory/mala fide remarks and claims have been made by the Client before any public domain which would cause disrepute/loss/disparagement to the Investment Adviser.

c. Indemnity: The Client agrees to defend, indemnify and hold harmless the Investment Adviser from and against all losses, costs, expenses, liabilities or damages (including legal expenses) as a result of, or in

connection with or arising out of breach of any provisions of this Agreement and / or any claims including third party claims arising out of this Agreement.

d. Queries by Client : The Investment Adviser shall encourage any query related to advice given by the Investment Adviser from the Client during the market hours in working days only. Email reply can take up to 2/3 working days depend on the situation. No query shall be entertained on weekends/ public holidays.

e. Changes in email id, mobile number, domain /hosting of Investment Adviser may change at any time and it will be informed to the Client as and when required.

f. Mode of Service: Mode of advisory service/ recommendation/ tips/suggestion/update will be provided to client's Register EMAIL ID only .SMS (Short Message Service), which may be sent for any communication /OTP to the registered mobile number of the Client irrespective of whether the said mobile number is registered in NCPR/ DND. SMS format will be as per the DLT Template as approved by the concerned telecom operator. The Client, upon signing this Agreement, agree and providing permission/consent to receive the communication/otp alert /recommendation Email /SMS /informative email/SMS/promotional email/SMS/commercial communication EMAIL /SMS at his/her registered mobile number/email id. This SMS/email service may be interrupted/ banned/stopped if any new notification/rules, regulation or circulars comes into effect from any competent authority regarding EMAIL /SMS sending communication and Investment Adviser will not be held liable/responsible for non deliver of EMAIL /SMS due to any of such above cause. Any further communications including but not limited to Agreement, risk profiling and risk assessment, reports, billing information, etc. would be sent to the Client's registered email address.

g. Privacy Policy: The Investment Adviser shall upload/ update/ download information being Identification details, address details, signature (including proof /images/scan copy/photo thereof), mobile number, email address etc. with KRA and CKYC Agencies for mandatory KYC compliance norms. The Client's mobile number can be shared with the SMS service provider or the telecom operator for providing SMS service alert.

h. Change in details of the Client: Any changes in registered mobile number of the Client must be communicated by way of writing from the Client's registered email address. The registered email address cannot be changed and Client must take necessary precaution/measure (adding recovery link-email and mobile number etc.) for accessing his/her registered email address. One/single Client shall have only one registered email address and one mobile number. Such change in registered mobile number of the Client can require up to 3working days from the date of receipt of such request. Package/ Subscription/Service opted by the Client cannot be changed, if request by the Client, it is the sole right of Investment Advisor to take decision on it.

i)Display the following information:

Investment Adviser Profile

Investment Adviser Name: Arijit Mazumdar

Type of Registration: Individual

Registration Number: INA300011609

BASL Enlistment ID: 1139

Validity of Registration: Perpetual

Educational Qualifications: B.COM – Hons (Accounting and Finance) ,M.COM – (Accounting and Finance) ,MBA – (Accounting and Finance),NISM Investment Adviser Level 1 and Level 2 Certified

Registered Office Address:

Haridradanga, Goalapara, PO & PS: Chandannagar, District: Hooghly, West Bengal, Pin - 712136.

Contact Information:

- **Contact Person:** Arijit Mazumdar (Investment Adviser / Compliance Officer)
- **Phone:** 9748-80-50-20
- **Email:** support@stockdunia.in

SEBI Regional Office (ERO) Address:

L&T Chamber, 3rd Floor, 16 Camac Street, Kolkata - 700017, West Bengal.

Most Important Terms and Conditions (MITC) for Investment Advisers

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.
6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

- (i) The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.

(ii) The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.

(iii) The fee limits do not include statutory charges.

(iv) The fee limits apply only for investment advice related to securities under purview of SEBI.

(v) The fee limits do not apply to a non-individual client / accredited investor.

7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum one year. In case of premature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-quarter fee.

8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).

9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.

10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.

11. As part of conflict of interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non- commission based) of products only.

The IA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.

12. For any grievances,

Step 1: The client should first contact the IA using the details on its website or following contact details:

(IA to Provide details as per 'Grievance Redressal / Escalation Matrix')

Step 2 : If the resolution provided by IA is unsatisfactory, the client can lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

Step 3: If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

13. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.

14. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.

15. The IA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.

Signature of Investor/Client

Signature of Investment Advisor

Please sign all pages above with date and send in pdf format from your register email id.