

To,

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Dear Sir,

As per the SEBI's new IA regulations, we need to sign an agreement with all our clients, before we commence our service. This includes details already agreed upon and visible in your account details on our site, now put together in form of an agreement.

Feel free to get in touch with your Investment Counselor in case of any queries.

Please sign the agreement digitally using your Aadhar card details. Miss. Mukta Vaze, Your Investment Counselor has already shared the details with you.

Thank you
For MoneyWorks4me Investment Advisers,
The Alchemists Ark Pvt Ltd

Raymond Moses
Director

DRAFT AGREEMENT

Investment Advisory Services Agreement
Portfolio Building and Alignment Agreement

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (the “**Agreement**”) is made on ()
BETWEEN

The Alchemists Ark Pvt. Ltd., a registered investment adviser with SEBI Registration No. INA000013323 having office at B-101, Signet Corner, Baner Road, Baner, Pune, Maharashtra, 411045, (hereinafter referred to as the “**INVESTMENT ADVISER**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**
And

() A Resident of () hereinafter referred to as the “**CLIENT**” which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

Both INVESTMENT ADVISER and the CLIENT shall also be hereinafter individually referred to as Party & collectively as Parties.

Whereas the **CLIENT** is desirous of availing the advisory services from the Investment Adviser as per the terms & conditions described hereinafter.

1. APPOINTMENT OF THE INVESTMENT ADVISER:

1.1 In accordance with the applicable laws, 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. CONSENT OF THE CLIENT

The Client states as under :

2.1 “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.”

2.2 “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”.

3. DECLARATION FROM THE INVESTMENT ADVISER

- 3.1 Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- 3.2 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.
- 3.3 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.

4. FEES SPECIFIED UNDER INVESTMENT ADVISER REGULATIONS AND RELEVANT CIRCULARS ISSUED THEREUNDER

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

(A) Assets under Advice (AUA) mode

- a) The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per client across all services offered by IA.
- b) IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client. Towards this the client has provided/updated on site the latest holding/transaction statement of his demat
- c) Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

(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 IA.

- 4.2 *General conditions under both modes*

- a) In case "family of client" is reckoned as a single client, the fee as referred above shall be charged per "family of client".
- b) 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.

5. FEES APPLICABLE TO THE CLIENT AND BILLING

5.1 Details of Fees to be charged are given in Annexure 1 which includes the following

(i) Mode - **Percentage of AUA at the beginning of the period**

(ii) The quantum and manner of payment of fees for investment advice rendered.
(_) of the AUA paid in advance for 6 months.

(iii) Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement

AUA	fees (%)

(iv) Illustration(s) on how the fee will be determined.

Fee will be calculated as % of AUA in the beginning of the period.

AUM	Fees (%)	Amount Payable (Rs)	Amount discounted/adjusted	Final amount paid (Rs)

(v) Whether payment to be made in advance **Yes, as defined above**

(v) type of documents evidencing receipt of payment of fee;
Invoice

(vi) Periodicity of billing with clear date and service period. **As defined above**

5.2 The payment of fees shall be through any mode which shows traceability of funds.

5.3 Investment Adviser shall receive all considerations by way of remuneration or compensation or in any other form from the client only and not from any person other than the client being advised, in respect of the underlying securities or investment products for which the advice is or to be provided.

6. SCOPE OF SERVICE

6.1 Investment Adviser may provide some or all of the following services to the Client:

6.1.1 Assist in assessing the risk profile.

6.1.2 Develop an Investment Policy Statement based on your risk profile.

6.1.3 Build a financial plan with our IA keeping in mind your goals and liabilities

6.1.4 Provide a portfolio review on existing portfolio if any

6.1.5 Help to build an investment portfolio suited to your risk profile.

6.1.6 Provide advice with respect to the investment in equity, mutual funds, ETFs and other financial assets, as needed.

6.1.7 Provide research coverage on () stocks

6.1.8 Provide access to theme based portfolios

7. DUTIES & FUNCTIONS OF THE INVESTMENT ADVISER

- 7.1 Investment Adviser shall provide Investment Advisory Services to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Adviser & the financial industry. The services rendered by the Investment Adviser are non-binding non-recourse advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 7.2 Investment Adviser shall act in a fiduciary capacity as one of the advisers to the Client with respect to managing its investment-related portfolio holistically & will be providing all back end supporting services. Investment Adviser shall act in a bonafide manner for the benefit and in the interest of the Client.
- 7.3 Investment Adviser shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 7.4 Investment Adviser shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 7.5 Pursuant to the SEBI (INVESTMENT ADVISERS) REGULATIONS, 2013 guidelines with respect to Risk Profiling and Suitability Assessment, Investment Adviser shall conduct proper risk profiling and risk assessment for each of the clients based on the information provided for by the Client.
- 7.6 The IA shall obtain the consent of the Client on completed risk profile either through registered email or physical document
- 7.7 As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Adviser needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.
- 7.8 Investment Adviser shall provide reports to clients on potential and current investments if requested.
- 7.9 Investment Adviser shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.
- 7.10 Investment Adviser shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 7.11 Investment Adviser undertakes to abide by the Code of Conduct as specified in the

Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Adviser shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Adviser.

8. CLIENT OBLIGATIONS

- 8.1 The Client agrees to provide any information as may be reasonable requested by the IA to enable the IA to perform the services under this Agreement or comply with applicable law, regulations and policies.
- 8.2 The client agrees to maintain an up-to-date and accurate portfolio on the Investment Adviser's site and understands that advice is dependent on this.
- 8.3 The Investment Adviser provides important and relevant information, research and advice on its site and expects the client to refer to the same when taking decisions. However, specific recommendations to the client are customized and there may be some variations. The client is encouraged to seek clarification if required.
- 8.4 The Client undertakes to notify the IA promptly in case of any material change in the information provided by the client to the IA. Client understands that failure to do so may adversely affect the services being rendered by the IA under this Agreement
- 8.5 The Client undertakes not to disclose any advise provided by the IA under this Agreement to any third party. Any advise provided under this Agreement is exclusively for the knowledge and use by the Client .
- 8.6 The Client confirms that the Client has understood all the risks involved in investing in any financial products and that the value of such investments could substantially depreciate to an unpredictable extent.

9. INVESTMENT OBJECTIVE AND GUIDELINES

- 9.1 Investment Adviser would provide investment advice with respect to investment in equity, mutual funds, ETFs, Gold and other financial assets, as needed.
- 9.2 Investment Adviser undertakes to recommend direct implementation of advice i.e. through direct schemes/ direct codes, and other client specifications / restrictions on investments, if any.
- 9.3 Investment Adviser shall provide investment advice based on the risk profiling conducted for the client, total budgeted investment amount of the client and time period for deployment as informed by the client.
- 9.4 Investment Adviser shall communicate the tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee, if any.

10. RISK FACTORS

- 10.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved;
- 10.2 Past performance of the investment adviser does not indicate its future

performance.

- 10.3 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 10.4 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Adviser or any of its Associates.
- 10.5 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 10.6 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

11. VALIDITY OF ADVISORY SERVICES

- 11.1 The validity of this agreement starts from the date of signing and will continue to be in force till (). However, any of the parties can terminate it by giving 1 months' notice period.

12. CONFIDENTIALITY

- 12.1 Neither party to the Agreement will either before or after the termination of this Agreement, disclose any confidential information relating to the other party or to the affairs of either such party, to any person not authorised by the other party to receive the same, and of which information the party disclosing the same will have possessed during the term of this Agreement, and each party will use all reasonable efforts to prevent any such disclosure. Except which confidential information is disclosed under compulsion of law or if so required by an appropriate regulatory authority; or which is disclosed to their advisers where reasonably necessary for the performance of their professional services;
- 12.2 All information regarding the Investment Adviser's analyses, opinions and conclusions with respect to investments provided to the Client, including without limitation, all qualitative and quantitative assessments of the individual or collective performance of the Portfolios or their individual investment performance, shall be treated as confidential by the Client and shall not be disclosed to any person or entity other than the Client's officers, employees, directors and agents, accountants and legal counsel,
- 12.3 except for information that (i) is publicly available other than as a result of disclosure by the Client's officers, employees or agents, (ii) becomes known to the Client from a source that, to the Client's knowledge, is not bound by a duty of confidentiality to the Investment Adviser, or (iii) the Client is legally required to disclose; provided,

however, the Client shall, unless prohibited by law, give prior timely notice of any request for legally required disclosure to the Investment Adviser to permit the Investment Adviser to seek a protective order or other appropriate remedy.

13. AMENDMENTS

13.1 The Investment Adviser and the client shall be entitled to make amendments to this agreement after mutual agreement. This Agreement may be amended or revised only by an instrument endorsed by the Client and by Investment Adviser.

14. TERMINATION

14.1 This Agreement may be terminated under the following circumstances, namely-

- (a) Voluntary / mandatory termination by the Investment Adviser.
- (b) Voluntary / mandatory termination by the client.
- (c) Suspension/Cancellation of registration of Investment Adviser by SEBI.
- (d) Any other action taken by other regulatory body/ Government authority.

14.2 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.

14.3 In case of suspension of the certificate of registration of the IA, the client may terminate the agreement.

15. IMPLICATIONS OF AMENDMENTS AND TERMINATION

15.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;

15.2 On termination, assignment or amendment of this Agreement, the IA shall have a right to claim a set off of fees received by it or refund the fees, as applicable after deducting the applicable breakage fee in case termination is initiated by the client. Breakage fee will be applicable as to whatever is being permitted by the regulator (currently being one quarter fees). We reserve the right to change it as per change in regulation.

15.3 The Investment Adviser would provide transition support, if requested, to the client in the event of termination.

16. RELATIONSHIP WITH RELATED PARTIES:

16.1 Investment Adviser is carrying on its activities independently, at an arms-length basis from all other activities

16.2 Investment Adviser does not have any conflict of interest of the investment advisory activities with its relationship with related parties, such conflict of interest shall be disclosed to the client as and when they arise.

17. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

17.1 Investment Adviser maintains an arms-length relationship between its activities as an investment adviser and other activities and shall ensure that this arm's length relationship would be maintained throughout the tenure of advisory service

17.2 Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client.

17.3 Investment Adviser shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client;

17.4 Investment adviser does provide free transaction services through Third Party APIs.

18. REPRESENTATION TO CLIENT

18.1 Investment Adviser shall ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.

19. NO RIGHT TO SEEK POWER OF ATTORNEY

19.1 The Investment Adviser shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

20. NO CONFLICT OF INTEREST

20.1 Investment Adviser does not have any conflict of interest of the investment advisory activities, such conflict of interest shall be disclosed to the client as and when they arise.

20.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

21. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

21.1 Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the SEBI (Investment Advisers) Regulations, 2013.

21.2 Investment Adviser shall not divulge any confidential information about its client, which has come to its knowledge, without taking prior permission of its client, except where such disclosures are required to be made in compliance with any law for the time being in force.

22. LIABILITY OF INVESTMENT ADVISER

22.1 Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.

23. REPRESENTATIONS AND COVENANTS:

23.1 CA Ketan Pitrubhukta, CA Roshan Pande, Jeet Shah, MBA Finance

23.2 Investment Adviser is registered with SEBI as Investment Adviser with Registration No. INA000013323. The investment adviser got its registration on 5/16/2019 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.

23.3 Investment Adviser shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of advisory service.

23.4 Investment Adviser shall ensure that the approvals and consents as mentioned in clause 21.1 & 21.2 remains valid throughout the advisory service.

23.5 DEATH OR DISABILITY OF CLIENT: The death or incapacity of the Client shall not terminate the authority of Investment Adviser granted herein until Investment Adviser receives actual notice of such death or incapacity. Upon such notice, the client's executor or the legal heir may continue with availing the services of the IA on production of a valid Will of the deceased client or its Succession Certificate, whichever is applicable

24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION

24.1 No suit, prosecution or other legal proceeding shall lie against the Investment adviser for any 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 Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

24.2 This Agreement is subject to the rules and regulations as are or may be framed/ issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other competent authority, from time to time.

24.3 If any dispute and/or difference that has arisen between the Parties hereto during the subsistence of this terms and conditions or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of these terms and conditions or regarding any question arising out of this terms and conditions or otherwise, the Parties hereto shall endeavor to settle such dispute/difference amicably by negotiation.

24.4 In case of failure to resolve the dispute and/or difference amicably, the dispute and/or difference shall be referred to Arbitration presided by a sole arbitrator. The Arbitration

proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Arbitration proceedings shall be held in Pune, 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. The provisions of this clause shall survive the termination of these terms and conditions for any reason whatsoever.

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

25.1 Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

26. SEVERABILITY

26.1 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

27. FORCE MAJEURE

27.1 The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, pandemic, or failure of communication or power supply.

27.2 In the event of equipment breakdowns beyond its control, the Investment Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

Name of the IA registered with SEBI:	The Alchemists Ark Private Ltd.
Logo:	
Trade/Brand Name of IA:	MoneyWorks4Me Investment Advisers
Brand Logo:	
SEBI registration number:	INA000013323
BASL Membership ID:	BASL1187
Address:	B-101, Signet Corner Building, Balewadi Phata, Baner, Pune, Maharashtra 411045
Principal officer Details:	Name: Raymond Moses Nagawkar Email: raymond.moses@moneyworks4me.com Telephone: 020 6725 8333 Address: Same as IA
Compliance officer Details:	Name: Shrikant Jagtap Email: shrikant.jagtap@moneyworks4me.com Telephone: 020 6725 8333 Address: Same as IA
Grievance Officer Details:	Name: Atharva Bhide Email: atharva.bhide@moneyworks4me.com Telephone: +91 91758 99463 Address: Same as IA
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

Investment Advisory Services Agreement
Portfolio Review and Monitoring Agreement

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (the “**Agreement**”) is made on ()

BETWEEN

The Alchemists Ark Pvt. Ltd., a registered investment adviser with SEBI Registration No. INA000013323 having office at B-101, Signet Corner, Baner Road, Baner, Pune, Maharashtra, 411045, (hereinafter referred to as the “**INVESTMENT ADVISER**” which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**
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2.1 “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.”

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- 3.3 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.

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(iv) Illustration(s) on how the fee will be determined

The schedule of the payment will be-

AUM	Instalment fees (%)	Amount Payable (Rs)	Payment due on

(v) Whether payment to be made in advance **Yes, as defined above**

(v) type of documents evidencing receipt of payment of fee;

Invoice

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- 8.6 The Client confirms that the Client has understood all the risks involved in investing in any financial products and that the value of such investments could substantially depreciate to an unpredictable extent.

9. INVESTMENT OBJECTIVE AND GUIDELINES

- 9.1 Investment Adviser would provide investment advice with respect to investment in equity, mutual funds, ETFs, Gold and other financial assets, as needed.
- 9.2 Investment Adviser undertakes to recommend direct implementation of advice i.e. through direct schemes/ direct codes, and other client specifications / restrictions on investments, if any.
- 9.3 Investment Adviser shall provide investment advice based on the risk profiling conducted for the client, total budgeted investment amount of the client and time period for deployment as informed by the client.
- 9.4 Investment Adviser shall communicate the tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee, if any.

10. RISK FACTORS

- 10.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved;
- 10.2 Past performance of the investment adviser does not indicate its future performance.
- 10.3 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 10.4 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Adviser or any of its Associates.
- 10.5 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 10.6 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

11. VALIDITY OF ADVISORY SERVICES

- 11.1 The validity of this agreement starts from the date of signing and will continue to be in force till (). However, any of the parties can terminate it by giving 1 months' notice period.

12. CONFIDENTIALITY

- 12.1 Neither party to the Agreement will either before or after the termination of this Agreement, disclose any confidential information relating to the other party or to the affairs of either such party, to any person not authorised by the other party to receive the same, and of which information the party disclosing the same will have possessed during the term of this Agreement, and each party will use all reasonable efforts to prevent any such disclosure. Except which confidential information is disclosed under compulsion of law or if so required by an appropriate regulatory authority; or which is disclosed to their advisers where reasonably necessary for the performance of their professional services;
- 12.2 All information regarding the Investment Adviser's analyses, opinions and conclusions with respect to investments provided to the Client, including without limitation, all qualitative and quantitative assessments of the individual or collective performance of the Portfolios or their individual investment performance, shall be treated as confidential by the Client and shall not be disclosed to any person or entity other than the Client's officers, employees, directors and agents,

accountants and legal counsel,

12.3 except for information that (i) is publicly available other than as a result of disclosure by the Client's officers, employees or agents, (ii) becomes known to the Client from a source that, to the Client's knowledge, is not bound by a duty of confidentiality to the Investment Adviser, or (iii) the Client is legally required to disclose; provided, however, the Client shall, unless prohibited by law, give prior timely notice of any request for legally required disclosure to the Investment Adviser to permit the Investment Adviser to seek a protective order or other appropriate remedy.

13. AMENDMENTS

13.1 The Investment Adviser and the client shall be entitled to make amendments to this agreement after mutual agreement. This Agreement may be amended or revised only by an instrument endorsed by the Client and by Investment Adviser.

14. TERMINATION

14.1 This Agreement may be terminated under the following circumstances, namely-

- (a) Voluntary / mandatory termination by the Investment Adviser.
- (b) Voluntary / mandatory termination by the client.
- (c) Suspension/Cancellation of registration of Investment Adviser by SEBI.
- (d) Any other action taken by other regulatory body/ Government authority.

14.2 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.

14.3 In case of suspension of the certificate of registration of the IA, the client may terminate the agreement.

15. IMPLICATIONS OF AMENDMENTS AND TERMINATION

15.1 Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be;

15.2 On termination, assignment or amendment of this Agreement, the IA shall have a right to claim a set off of fees received by it or refund the fees, as applicable after deducting the applicable breakage fee in case termination is initiated by the client. Breakage fee will be applicable as to whatever is being permitted by the regulator (currently being one quarter fees). We reserve the right to change it as per change in regulation.

15.3 The Investment Adviser would provide transition support, if requested, to the client in the event of termination.

16. RELATIONSHIP WITH RELATED PARTIES:

- 16.1 Investment Adviser is carrying on its activities independently, at an arms-length basis from all other activities
- 16.2 Investment Adviser does not have any conflict of interest of the investment advisory activities with its relationship with related parties, such conflict of interest shall be disclosed to the client as and when they arise.

17. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

- 17.1 Investment Adviser maintains an arms-length relationship between its activities as an investment adviser and other activities and shall ensure that this arm's length relationship would be maintained throughout the tenure of advisory service
- 17.2 Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client.
- 17.3 Investment Adviser shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client;
- 17.4 Investment adviser does provide free transaction services through Third Party APIs.

18. REPRESENTATION TO CLIENT

- 18.1 Investment Adviser shall ensure that it will take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.

19. NO RIGHT TO SEEK POWER OF ATTORNEY

- 19.1 The Investment Adviser shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

20. NO CONFLICT OF INTEREST

- 20.1 Investment Adviser does not have any conflict of interest of the investment advisory activities, such conflict of interest shall be disclosed to the client as and when they arise.
- 20.2 Investment adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

21. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

- 21.1 Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the SEBI (Investment Advisers) Regulations, 2013.
- 21.2 Investment Adviser shall not divulge any confidential information about its client, which has come to its knowledge, without taking prior permission of its client, except where such disclosures are required to be made in compliance with any law for the time being in force.

22. LIABILITY OF INVESTMENT ADVISER

22.1 Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or under-performance of the securities/funds or any other market conditions.

23. REPRESENTATIONS AND COVENANTS:

- 23.1 CA Ketan Pitrubhukta, CA Roshan Pande, Jeet Shah, MBA Finance
- 23.2 Investment Adviser is registered with SEBI as Investment Adviser with Registration No. INA000013323. The investment adviser got its registration on 5/16/2019 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.
- 23.3 Investment Adviser shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of advisory service.
- 23.4 Investment Adviser shall ensure that the approvals and consents as mentioned in clause 21.1 & 21.2 remains valid throughout the advisory service.
- 23.5 DEATH OR DISABILITY OF CLIENT:** The death or incapacity of the Client shall not terminate the authority of Investment Adviser granted herein until Investment Adviser receives actual notice of such death or incapacity. Upon such notice, the client's executor or the legal heir may continue with availing the services of the IA on production of a valid Will of the deceased client or its Succession Certificate, whichever is applicable

24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION

- 24.1 No suit, prosecution or other legal proceeding shall lie against the Investment adviser for any 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 Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- 24.2 This Agreement is subject to the rules and regulations as are or may be framed/ issued by the Central Government, the Reserve Bank of India (RBI), SEBI and/or any other competent authority, from time to time.
- 24.3 If any dispute and/or difference that has arisen between the Parties hereto during the subsistence of this terms and conditions or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of these terms and conditions or regarding any question arising out of this terms and conditions or otherwise, the Parties hereto shall endeavor to settle such dispute/difference amicably by negotiation.
- 24.4 In case of failure to resolve the dispute and/or difference amicably, the dispute and/or

difference shall be referred to Arbitration presided by a sole arbitrator. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Arbitration proceedings shall be held in Pune, 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. The provisions of this clause shall survive the termination of these terms and conditions for any reason whatsoever.

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

25.1 Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

26. SEVERABILITY

26.1 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

27. FORCE MAJEURE

27.1 The Investment Adviser shall not be liable for delays or errors occurring by reason of circumstances beyond its control, including but not limited to acts of civil or military authority, national emergencies, work stoppages, fire, flood, catastrophe, acts of God, insurrection, war, riot, pandemic, or failure of communication or power supply.

27.2 In the event of equipment breakdowns beyond its control, the Investment Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

Name of the IA registered with SEBI:	The Alchemists Ark Private Ltd.
Logo:	
Trade/Brand Name of IA:	MoneyWorks4Me Investment Advisers
Brand Logo:	
SEBI registration number:	INA000013323
BASL Membership ID:	BASL1187
Address:	B-101, Signet Corner Building, Balewadi Phata, Baner, Pune, Maharashtra 411045
Principal officer Details:	Name: Raymond Moses Nagawkar Email: raymond.moses@moneyworks4me.com Telephone: 020 6725 8333 Address: Same as IA
Compliance officer Details:	Name: Shrikant Jagtap Email: shrikant.jagtap@moneyworks4me.com Telephone: 020 6725 8333 Address: Same as IA
Grievance Officer Details:	Name: Atharva Bhide Email: atharva.bhide@moneyworks4me.com Telephone: +91 91758 99463 Address: Same as IA
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