



PMS REGISTRATION KIT-NI

Client Name													
Client Code					Location								
Branch Code					Reference No.								
Demat A/c no.													



Equities



Commodities



Currencies



Demat



IPOs



Mutual Funds



Research



Mobile Trading

4th Floor, Baid House, 1, Tara Nagar, Nr. Civil Lines Metro Stn., Ajmer Road, Jaipur - 302006 (Raj.)

0141-4050505 | contact@tradeswift.net | www.tradeswift.net | 9460450505 | Find us on [f](#) [t](#) [y](#) [in](#) [p](#) [i](#)

ACCOUNT OPENING FORM CUM KNOW YOUR CLIENT NON INDIVIDUAL

(This information is the sole property of Tradeswift Broking Private Limited. ("Tradeswift") and would not be disclosed to anyone unless required by law or except with the express permission of clients).

Please fill this form in English and in BLOCK LETTERS.

PART - I

A. IDENTITY DETAILS OF APPLICANT - NON-INDIVIDUAL

1. Name of the Applicant : _____

2. a. Date of Incorporation: b. Place of Incorporation: _____

c. Date of Commencement of Business:

d. **Status:** Private Limited Company / Public Limited Company / Body Corporate / FI / AOP / Bank / Government Body / Non-Government Organisation / Partnership / LLP / Defense Establishment / BOI / Society / FPI I / FPI II / FPI III / HUF / Trust, Charities / NGO / Others (please specify)

3. a. PAN : b. GSTIN: _____ (If GST Registered)

c. CIN: _____ (If applicable) d. CKYC No.: _____

4. Specify the proof of identity submitted : _____

5: Expiry date for the ID proof submitted (DDMMYYYY): _____

B. ADDRESS DETAILS OF APPLICANT

1. Address for correspondence : _____

_____ City / town / village : _____

Pin Code : State : _____ Country : _____

2. Contact Details : Tel. (Off.) : Tel. (Res.) :

Mobile No. : Email ID. : _____

3. Specify the proof of address submitted for correspondence address : _____

4. Registered Address (if different from above) : _____

_____ City/town/village: _____

Pin Code : State : _____ Country : _____

5. Specify the proof of address submitted for permanent address : _____

6. Expiry date for the address proof submitted (DDMMYYYY): _____

7. **Gross Annual Income Details** (average of immediately preceding three years - please tick (✓) as applicable :

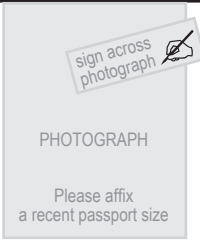




Income Range Rs. per annum : ☐ Below 1 Lac ☐ 1-5 Lac ☐ >5 -10 Lac ☐ >10 - 25 Lac ☐ > 25 - 50 Lac
☐ > 50 Lacs to 1crore ☐ >1-5 crore ☐ > 5 crore

8. **Net worth as on** (date) _____ (_____) ((should not be older than one year)

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PART - II

A. DETAILS OF PROMOTERS/ PARTNERS/ KARTA/ TRUSTEES/ WHOLE TIME DIRECTOR AND AUTHORSIED SIGNATORY FORMING A PART OF KNOW YOUR CLIENT (KYC) APPLICATION FORM FOR NON-INDIVIDUAL

Sr. No.	Name	Relationship with applicant *	PAN	Residential / Registered Address	DIN (For Directors) / UID (For Others)	Whether Politically Exposed	Photograph (please affix your recent passport size photograph and sign across it) (1D)
1.						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> N.A.	 <p>PHOTOGRAPH</p> <p>Please affix a recent passport size</p>
2.						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> N.A.	 <p>PHOTOGRAPH</p> <p>Please affix a recent passport size</p>
3.						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> N.A.	 <p>PHOTOGRAPH</p> <p>Please affix a recent passport size</p>
4.						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> N.A.	 <p>PHOTOGRAPH</p> <p>Please affix a recent passport size</p>
5.						<input type="checkbox"/> PEP <input type="checkbox"/> RPEP <input type="checkbox"/> N.A.	 <p>PHOTOGRAPH</p> <p>Please affix a recent passport size</p>

^PEP: Politically Exposed Person, RPEP: Related to Politically Exposed Person
*(i.e. Promoters, Beneficiary, whole time directors, etc.)

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PART - III

A. INVESTMENT APPROACH OPTED BY CLIENT

The Investment Approach opted by the Client shall be as agreed under the Discretionary Portfolio Management Agreement signed between Tradeswift and the Client.

B. DETAILS OF PORTFOLIO CONSTRUCTION BY CLIENT

The details of the Portfolio Constructed by the Client shall be in the form of Equity (Nature of equities in which investments are desired, may be indicated) as stated explicitly under the Discretionary Portfolio Management Agreement signed between Tradeswift and the Client.

C. DECLARATION

I / We hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

Signature of the Authorised Signatory (1A)

Name of Authorised Signatory:

Date :

Seal / Stamp

FOR OFFICE USE ONLY

☐ (Originals verified) True copies of documents received

☐ (Self-Attested) Self Certified Document copies received

Signature of the Authorised Signatory (1P)

Date :

Name of Authorised Signatory:

Seal/Stamp of the intermediary

IPV

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PART - IV

A. BANK AND DEPOSITORY ACCOUNT DETAILS OF CLIENT, IF ANY

1. **Bank Name** (through which transactions will generally be routed) : _____
2. **Branch** : _____
3. **Address** : _____
4. **Account No** : _____
5. **Account Type** : ☐ Savings ☐ Current ☐ NRI ☐ Others : _____
6. **Depository Participant Name** (through which transactions will generally be routed) : _____

7. **IFSC**: _____ 8. **MICR**: _____

B. DETAILS OF RELATED PARTIES (optional)

1. **KYC Number of Related Person** (if available) : _____
2. **Name of the Related Party** : _____
(Surname) (Name) (Middle Name)
3. **Related Person Type** : ☐ Guardian of Minor ☐ Assignee ☐ Authorized Representative
4. **Proof of Identity of Related Party** (If KYC number and name are provided, proof of identity is optional) : _____

C. REFERENCES (Mandatory)

1. **Name of the Introducer** : _____
(Surname) (Name) (Middle Name)
2. **Address of the Introducer** : _____

City / town / village : _____ Pin Code : State : _____
Country : _____

D. DECLARATION

I / We hereby declare that the details furnished above are true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am aware that I may be held liable for it.

The particulars and various other details furnished above are true to best of my /our knowledge and belief. I/ We further agree to inform any additional details that may be required for better & efficient execution & performance of my / our Portfolio Management Service. I / We confirm that I/we have received the Disclosure Document before execution of Portfolio Management Services agreement with Tradeswift Broking Pvt. Ltd. I / We have read and understood the terms and conditions of

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the Disclosure Document as well as the Portfolio Management Services Agreement and undertake to abide with the provisions of the same.

I / We hereby declare that the amount invested in the same is through legitimate sources / channel only and does not involve and is not designed for the purpose of any contravention or evasion of any Act, Rules, Regulations, Notifications or Directions of the provisions of Income Tax Act, Foreign Exchange Management Act, Prevention of Money Laundering Act, Prevention of Corruption Act or any other applicable laws enacted by the Government of India or any Statutory Authority from time to time.

I / We agree to immediately inform you if there is any change in any of the information given in this application or in the appendices to this application. I / We also declare and agree that if any of the above statements are found to be incorrect or false or any information or particulars have been suppressed or omitted therefrom, the Portfolio Manager has a right to terminate the Portfolio Management Services Agreement. I/We agree to submit any additional information required by the Portfolio Manager or SEBI promptly.

I/We hereby declare that all the information and particulars given by me/us in this application are true and complete and I/We have not suppressed or hidden any fact whatsoever.

I/We hereby authorize Tradeswift Broking Pvt. Ltd to verify and scrutinize the above information in keeping with the "KYC requirements" prescribed under the Prevention of Money Laundering Act (PMLA) , 2002 and any other applicable Acts and Regulations enacted by the Government of India / any other regulatory body from time to time.

I/We confirm that I am/We are aware of the Rules and Regulations of Prevention of Money Laundering Act, 2002 and that I/we have not violated any of the rules and regulations of the said act and hereby indemnify Tradeswift Broking Pvt. Ltd from any liability arising from my/our transactions executed under this Agreement with Tradeswift Broking Pvt. Ltd. I/We agree and undertake to immediately inform the Tradeswift Broking Pvt. Ltd if there is change in any of the information provided in this application.

I/We hereby understand and agree that if any of the aforesaid disclosures made/information provided by me/us is found to be contradictory or unreliable or if I/ We fail to provide adequate and complete information, the Portfolio Manager reserves the right to reject the application/withhold the investments made by me/ us, to terminate the agreement that may be executed under Portfolio Management and/or to disclose/report the relevant details to the competent authority and take such other actions as may be required to comply with the applicable laws as the Portfolio Manager may deem proper at its sole discretion.

In case there are delays caused by any entity in submitting documents or loss in transit of documents to be submitted to the Portfolio Manager, I/We agree to hold Tradeswift Broking Pvt. Ltd harmless and not liable for any such losses and agree that I/ We shall raise no claims against Tradeswift Broking Pvt. Ltd for any rejection of Application due to such causes.

I/We also agree to co-operate with Tradeswift Broking Pvt. Ltd for the purpose of any regulatory requirements and for any additional information requirements which may be required to be provided to any regulatory authority by Tradeswift Broking Pvt. Ltd.

I authorise Tradeswift Broking Pvt. Ltd and its representatives to call me or SMS me through it's Customer Care numbers with reference to my application. This consent will override any DNC / NDNC registration. If you wish to opt out of this in future, you can email us at pms@tradeswift.net

I/We understand that all clients have the option to be onboarded directly with the Portfolio Manager.

FACTA/CRS Declaration:

I / We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me / us on this Form is true, correct, and complete. I / We also confirm that I / We have read and understood the FATCA & CRS Terms and Conditions and hereby accept the same.

Name of Authorised Signatory: _____



Signature of the Authorised Signatory (2A)

Date :

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Seal / Stamp

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INSTRUCTIONS / CHECK LIST FOR FILLING KYC FORM

A. IMPORTANT POINTS :

1. Self-attested copy of PAN card is mandatory for all clients, including Promoters/Partners/ Karta/Trustees and whole-time directors and persons authorized to deal in securities on behalf of company/firm/others.
2. Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification. In case the original of any document is not produced for verification, then the copies should be properly attested by entities authorized for attesting the documents, as per the below mentioned list.
3. If any proof of identity or address is in a foreign language, then translation into English is required.
4. Name & address of the applicant mentioned on the KYC form, should match with the documentary proof submitted.
5. If correspondence & permanent address are different, then proofs for both have to be submitted.
6. Sole proprietor must make the application in his individual name & capacity.
7. For non-residents and foreign nationals, (allowed to trade subject to RBI and FEMA guidelines), copy of passport/PIO Card/OCI Card and overseas address proof is mandatory.
8. For foreign entities, CIN is optional; and in the absence of DIN no. for the directors, their passport copy should be given.
9. In case of Merchant Navy NRI's, Mariner's declaration or certified copy of CDC (Continuous Discharge Certificate) is to be submitted
10. For opening an account with Depository participant or Mutual Fund, for a minor, photocopy of the School Leaving Certificate/ Mark sheet issued by Higher Secondary Board/Passport of Minor/Birth Certificate must be provided
11. Politically Exposed Persons (PEP) are defined as individuals who are or have been entrusted with prominent public functions in a foreign country, e.g., Heads of States or of Governments, senior politicians, senior Government/judicial/military officers, senior executives of state owned corporations, important political party officials, etc.

B. Proof of Identity (POI): - List of documents admissible as Proof of Identity:

1. Unique Identification Number (UID) (Aadhaar)/ Passport/ Voter ID card/ Driving license.
2. PAN card with photograph.
3. Identity card/ document with applicant's Photo, issued by any of the following: Central/State Government and its Departments, Statutory/Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities, Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members; and Credit cards/Debit cards issued by Banks.

C. Proof of Address (POA): - List of documents admissible as Proof of Address:

(*Documents having an expiry date should be valid on the date of submission.)

1. Passport/Voters Identity Card/ Ration Card/Registered Lease or Sale Agreement of Residence/Driving License/Flat Maintenance bill/ Insurance Copy.
2. Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
3. Bank Account Statement/Passbook - Not more than 3 months old.
4. Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
5. Proof of address issued by any of the following: Bank Managers of Scheduled Commercial Banks/Scheduled Co-Operative Bank/Multinational Foreign Banks/Gazette Officer/Notary public/Elected representatives to the Legislative Assembly/ Parliament /Documents issued by any Govt. or Statutory Authority.
6. Identity card/document with address, issued by any of the following: Central / State Government and its Departments, Statutory /Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.
7. For FPI, Power of Attorney given by FPI to the Custodians (which are duly notarized and/or apostilled or consularised) that gives the registered address should be taken
8. The proof of address in the name of the spouse may be accepted.

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D. Exemptions/clarifications to PAN (*Sufficient documentary evidence in support of such claims to be collected.)

1. In case of transactions undertaken on behalf of Central Government and/or State Government and by officials appointed by Courts e.g. Official liquidator, Court receiver etc.
2. Investors residing in the state of Sikkim.
3. UN entities/multilateral agencies exempt from paying taxes/filing tax returns in India.
4. SIP of Mutual Funds upto Rs 50,000/- p.a.
5. In case of institutional clients, namely, FPIs, MFs, VCFs, FVCIs, Scheduled Commercial Banks, Multilateral and Bilateral Development Financial Institutions, State Industrial Development Corporations, Insurance Companies registered with IRDA and Public Financial Institution as defined under section 4A of the Companies Act, 1956. Custodians shall verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details to the intermediary.

E. List of people authorized to attest the documents:

1. Notary Public, Gazette Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).
2. In case of NRIs, authorized officials of overseas branches of Scheduled Commercial Banks registered in India, Notary Public, Court Magistrate, Judge, Indian Embassy /Consulate General in the country where the client resides are permitted to attest the documents.

F. **This has to be same as the term of the agreement.

G. Account details: - Copy of a cancelled cheque leaf/passbook/bank statement containing name of the constituent should be submitted.

H. Clarification/Guidelines on filling details if applicant residence for tax purposes in jurisdiction(s) outside India: -

1. Tax identification Number (TIN): TIN need not be reported if it has not been issued by the jurisdiction. However, if the said jurisdiction has issued a high integrity number with an equivalent level of identification (a "Functional equivalent"), the same may be reported. Examples of that type of number for individual include a social security/ insurance number, citizen/personal identification/services code/number and resident registration number).

Details of Ultimate Beneficial Owner (UBO) Including Additional FATCA & CRS Information

1 APPLICANT Details

Name of the entity	F	I	R	S	T					M	I	D	L	E							L	A	S	T		
--------------------	---	---	---	---	---	--	--	--	--	---	---	---	---	---	--	--	--	--	--	--	---	---	---	---	--	--

Type of address being at KRA ☐ Residential or Business ☐ Residential ☐ Business ☐ Registered Office

Address of tax residence would be taken as available in KRA database In case of any change please approach KRA & notify the changes

Customer ID/ Folio NO

PAN

 Date of incorporation

City of incorporation

 Country of incorporation

Entity Constitution ☐ Partnership Firm ☐ HUF ☐ Private Limited Company ☐ Public Limited Company ☐ Society ☐ AOP/BOI ☐ Trust ☐ Liquidator ☐ Limited Liability Partnership
☐ Artificial Juridical Person ☐ Others Specify _____

Please tick the applicable tax resident declaration

Is Entity a tax resident of any country other than India? ☐ Yes ☐ No

(If yes, please provide country/ies in which the entity is a resident for tax purposes and the associated Tax ID number below)

Country	Tax Identification Number ⁵	Identification Type (TIN or Other ⁵ , please specify)

%In case Tax Identification Number is not available, kindly provide its functional equivalent^s
In case TIN or its functional equivalent is not available, please provide Company Identification number or Global Entity Identification Number or GIIN, etc
In case the Entity's Country of Incorporation / Tax residence is U S but Entity is not a Specified U S Person, mention Entity's exemption code here

2 FATCA & CRS Declaration (Please consult your professional tax advisor for further guidance on FATCA & CRS classification)

PART A (to be filled by Financial Institutions or Direct Reporting NFEs)

1. We are a, ☐ Financial institution⁶ or ☐ Direct reporting NFE⁷ (please tick as appropriate)

GIIN

Note: If you do not have a GIIN but you are sponsored by another entity, please provide your sponsor's GIIN above and indicate your sponsor's name below

Name of sponsoring entity

☐ GIIN not available (please tick as applicable) ☐ Applied for

If the entity is a financial institution, ☐ Not required to apply for - please specify 2 digits sub-category¹⁰ ☐ Not obtained Non-participating FI

PART B (please fill any one as appropriate to be filled by NFEs other than Direct Reporting NFEs)

<p>1. Is the Entity a publicly traded company¹(that is, a company whose shares are regularly traded on an established securities market)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify one stock exchange on which the stock is regularly traded)</p> <p>Name of stock exchange _____</p>
<p>2. Is the Entity a related entity² of a publicly traded company (a company whose shares are regularly traded on an established securities market)</p>	<p>Yes <input type="checkbox"/> (If yes, please specify name of the listed company and one stock exchange on which the stock is regularly traded)</p> <p>Name of listed company _____</p> <p>Nature of relation <input type="checkbox"/> Subsidiary of the Listed Company or <input type="checkbox"/> Controlled by a Listed Company</p> <p>Name of stock exchange _____</p>
<p>3. Is the Entity an active³ NFE</p>	<p>Yes <input type="checkbox"/> (If yes, please fill UBO declaration in the next section.)</p> <p>Nature of Business _____</p> <p>Please specify the sub-category of Active NFE <input type="text"/> <input type="text"/> (Mention code refer 2c of P art D)</p>
<p>4. Is the Entity a passive⁴ NFE</p>	<p>Yes <input type="checkbox"/> (If yes, please fill UBO declaration in the next section.)</p> <p>Nature of Business _____</p>

¹Refer 2a ²Refer 2b ³Refer 2c ⁴Refer 3(i) ⁵Refer 1 ⁷Refer 3(vii) ¹⁰Refer 1A of Section 6

3 UBO Declaration

Category (Please tick applicable category): ☐ Unlisted Company ☐ Partnership Firm ☐ Limited Liability Partnership Company ☐ Unincorporated association / body of individuals
☐ Public Charitable Trust ☐ Religious Trust ☐ Private Trust ☐ Other (Please specify) _____

Please list below the details of controlling person(s), confirming ALL countries of tax residency / permanent residency / citizenship and ALL Tax Identification Numbers for EACH controlling person(s)

Owner-documented FFI s5 should provide FFI Owner Reporting Statement and Auditor s Letter with required details as mentioned in Form W8 BEN E

Name - Beneficial owner / Controlling person Country - Tax Residency Tax ID No - Or functional equivalent for each country%	Tax ID Type - TIN or Other, please specify Beneficial Interest - in percentage Type Code ¹ - of Controlling	Address - Include State, Country, PIN / ZIP Code & Contact Details Address Type -
Name <input type="text"/>	Tax ID Type <input type="text"/>	Address <input type="text"/>
Country <input type="text"/>	Type Code <input type="text"/>	Zip <input type="text"/>
Tax ID No % <input type="text"/>	Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	State <input type="text"/>
		Country <input type="text"/>
Name <input type="text"/>	Tax ID Type <input type="text"/>	Address <input type="text"/>
Country <input type="text"/>	Type Code <input type="text"/>	Zip <input type="text"/>
Tax ID No % <input type="text"/>	Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	State <input type="text"/>
		Country <input type="text"/>
Name <input type="text"/>	Tax ID Type <input type="text"/>	Address <input type="text"/>
Country <input type="text"/>	Type Code <input type="text"/>	Zip <input type="text"/>
Tax ID No % <input type="text"/>	Address Type <input type="checkbox"/> Residence <input type="checkbox"/> Business <input type="checkbox"/> Registered office	State <input type="text"/>
		Country <input type="text"/>

If passive NFE, please provide below additional details

(Please attach additional sheets if necessary)

PAN / Any other Identification Number (PAN, Aadhar, Passport, Election ID, Govt ID, Driving Licence NREGA Job Card, Others)			Occupation Type Service, Business, Others			DOB Date of Birth		
City of Birth - Country of Birth			Nationality			Gender Male, Female, Other		
Father s Name Mandatory if PAN is not available			Occupation Type			Date Of Birth		
1 PAN <input type="text"/>			Nationality <input type="text"/>			<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
City of Birth <input type="text"/>			Father s Name <input type="text"/>			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other		
Country of Birth <input type="text"/>			Occupation Type <input type="text"/>			Date Of Birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
2 PAN <input type="text"/>			Nationality <input type="text"/>			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other		
City of Birth <input type="text"/>			Father s Name <input type="text"/>			Date Of Birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
Country of Birth <input type="text"/>			Occupation Type <input type="text"/>			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other		
3 PAN <input type="text"/>			Nationality <input type="text"/>			Date Of Birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
City of Birth <input type="text"/>			Father s Name <input type="text"/>			Gender <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Other		
Country of Birth <input type="text"/>			Occupation Type <input type="text"/>					

*Additional details to be filled by controlling persons with tax residency / permanent residency / citizenship / Green Card in any country other than India

To include US, where controlling person is a US citizen or green card holder

⁵In case Tax Identification Number is not available, kindly provide functional equivalent.

⁵Refer 3(vi), ¹¹Refer 3(iv) (A) of Section 6

4 FATCA - CRS Terms and Conditions

The Central Board of Direct Taxes has notified Rules 114F to 114H, as part of the Income-tax Rules, 1962, which Rules require Indian financial institutions such as the Bank to seek additional personal, tax and beneficial owner information and certain certifications and documentation from all our account holders. In relevant cases, information will have to be reported to tax authorities/appointed agencies. Towards compliance, we may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto.

Should there be any change in any information provided by you, please ensure you advise us promptly, i.e., within 30 days.

Please note that you may receive more than one request for information if you have multiple relationships with Purnatha Investment Advisers Private Limited. Therefore, it is important that you respond to our request, even if you believe you have already supplied any previously requested information.

If you have any questions about your tax residency, please contact your tax advisor. If any controlling person of the entity is a US citizen or resident or green card holder, please include United States in the foreign country information field along with the US Tax Identification Number.

⁹It is mandatory to supply a TIN or functional equivalent if the country in which you are tax resident issues such identifiers. If no TIN is yet available or has not yet been issued, please provide an explanation and attach this to the form.

5 Certification

I / We have understood the information requirements of this Form (read along with the FATCA & CRS Instructions) and hereby confirm that the information provided by me / us on this Form is true, correct, and complete. I / We also confirm that I / We have read and understood the FATCA & CRS Terms and Conditions below and hereby accept the same.

Name	F	I	R	S	T							M	I	D	D	L	E												L	A	S	T
Designation																																
Signature					Signature					Signature					Place _____ Date _____																	

6 FATCA Instructions & Definitions

1 Financial Institution (FI) - The term FI means any Financial institution that is a Depository Institution, Custodial Institution, Investment Entity or Specified Insurance company, as defined

- Depository institution is an entity that accepts deposits in the ordinary course of banking or similar business
- Custodial institution is an entity that holds as a substantial portion of its business, holds

financial assets for the account of others and where it's income attributable to holding financial assets and related financial services equals or exceeds 20 percent of the entity's gross income during the shorter of-

- (i) The three financial years preceding the year in which determination is made, or
- (ii) The period during which the entity has been in existence, whichever is less

a) Investment entity is any entity

- That primarily conducts a business or operates for or on behalf of a customer for any of the following activities or operations for or on behalf of a customer

(i) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.), foreign exchange, exchange, interest rate and index instruments, transferable securities, or commodity futures trading, or

(ii) Individual and collective portfolio management, or

(iii) Investing, administering or managing funds, money or financial asset or money on behalf of other persons,

or

b) The gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a depository institution, a custodial institution, a specified insurance company, or an investment entity described above

An entity is treated as primarily conducting as a business one or more of the 3 activities described above, or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets of the entity's gross income attributable to the relevant activities equals or exceeds 50 percent of the entity's gross income during the shorter of

(i) The three-year period ending on 31 March of the year preceding the year in which the determination is made, or

2 Non-Financial Entity (NFE) - Foreign entity that is not a financial institution

Types of NFEs that are regarded as excluded NFE are

a) Publicly traded company (listed company)

A company is publicly traded if its stock are regularly traded on one or more established securities markets

(Established securities market means an exchange that is officially recognized and supervised by a governmental authority in which the securities market is located and that has a meaningful annual value of shares traded on the exchange)

b) Related entity of a publicly traded company

The NFE is a related entity of an entity of which is regularly traded on an established securities market,

c) Active NFE (is any one of the following)

Code Sub-category

01 Less than 50 percent of the NFE's gross income for the preceding financial year is passive income and less than 50 percent of the assets held by the NFE during the preceding financial year are assets that produce or are held for the production of passive income,

02 The NFE is a Governmental Entity, an International Organization, a Central Bank, or an entity wholly owned by one or more of the foregoing,

03 Substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an entity shall not qualify for this status if the entity functions as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes,

04 The NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE shall not qualify for this exception after the date that is 24 months after the date of the initial organization of the NFE,

05 The NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganizing with the intent to continue or recommence operations in a business other than that of a Financial Institution,

06 The NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution,

07 Any NFE that fulfills all of the following requirements

(ii) The period during which the entity has been in existence

The term Investment Entity does not include an entity that is an active non-financial entity as per codes 03, 04, 05 and 06 - refer point 2c)

- Specified Insurance Company Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract

FI not required to apply for GIIN

A Reasons why FI not required to apply for GIIN

Code Sub-category

01 Governmental Entity, International Organization or Central Bank

02 Treaty Qualified Retirement Fund, a Broad Participation Retirement Fund, a Narrow Participation Retirement Fund, or a Pension Fund of a Governmental Entity, International Organization or Central Bank

03 Non-public fund of the armed forces, an employees' state insurance fund, a gratuity fund or a provident fund

04 Entity is an Indian FI solely because it is an investment entity

05 Qualified credit card issuer

06 Investment Advisors, Investment Managers & Executing Brokers

07 Exempt collective investment vehicle

08 Trustee of an Indian Trust

09 FI with a local client base

10 Non-registering local banks

11 FFI with only Low-Value Accounts

12 Sponsored investment entity and controlled foreign corporation

13 Sponsored, Closely Held Investment Vehicle

14 Owner Documented FFI

- It is established and operated in India exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes, or it is established and operated in India and it is a professional organization, business league, chamber of commerce, labor organization, agricultural or horticultural organization, civic league or an organization operated exclusively for the promotion of social welfare,

- It is exempt from income tax in India,

- It has no shareholders or members who have a proprietary or beneficial interest in its income or assets,

The applicable laws of the NFE's country or territory of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased, and

The applicable laws of the NFE's country or territory of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a governmental entity or other non-profit organization, or escheat to the government of the NFE's country or territory of residence or any political subdivision thereof

Explanation - For the purpose of this sub-clause, the following shall be treated as fulfilling the criteria provided in the said sub-clause, namely -

- (I) an Investor Protection Fund referred to in clause (23EA),
- (II) a Credit Guarantee Fund Trust for Small Industries referred to in clause 23EB, and
- (III) an Investor Protection Fund referred to in clause (23EC),

of section 10 of the Act,

3 Other Definitions

(i) Related entity

An entity is a related entity of another entity if either entity controls the other entity, or the two entities are under common control. For this purpose, control includes direct or indirect ownership of more than 50% of the votes and value in an entity

(ii) Passive NFE

The term passive NFE means

(i) any non-financial entity which is not an active non-financial entity including a publicly traded corporation or related entity of a publicly traded company, or

(ii) an investment entity defined in clause (b) of these instructions

(iii) a withholding foreign partnership or withholding foreign trust,

(Note: Foreign persons having controlling interest in a passive NFE are liable to be reported for tax information compliance purposes)

(iii) Passive income

The term passive income includes income by way of

(1) Dividends,

(2) Interest

(3) Income equivalent to interest,

(4) Rents and royalties, other than rents and royalties derived in the active conduct of a

business conducted, at least in part, by employees of the NFE

(5) Annuities

(6) The excess of gains over losses from the sale or exchange of financial assets that gives rise to passive income

(7) The excess of gains over losses from transactions (including futures, forwards, options and similar transactions) in any financial assets,

(8) The excess of foreign currency gains over foreign currency losses

(9) Net income from swaps

(10) Amounts received under cash value insurance contracts

But passive income will not include, in case of a non-financial entity that regularly acts as a dealer in financial assets, any income from any transaction entered into in the ordinary course of such dealer's business as such a dealer

(iv) Controlling persons

Controlling persons are natural persons who exercise control over an entity and includes a beneficial owner under sub-rule (3) of rule 9 of the Prevention of Money-Laundering (Maintenance of Records) Rules, 2005. In the case of a trust, the controlling person means the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust. In the case of a legal

arrangement other than a trust, controlling person means persons in equivalent or similar positions

Pursuant to guidelines on identification of Beneficial Ownership issued vide SEBI circular no CIR/MIRSD/2/2013 dated January 24, 2013, persons (other than Individuals) are required to provide details of Beneficial Owner(s) (BO). Accordingly, the Beneficial Owner means Natural Person, who, whether acting alone or together, or through one or more juridical person, exercises control through ownership or who ultimately has a controlling ownership interest of / entitlements to

- i More than 25% of shares or capital or profits of the juridical person, where the juridical person is a company,
 - ii More than 15% of the capital or profits of the juridical person, where the juridical person is a partnership, or
 - iii More than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals
- Where the client is a trust, the financial institution shall identify the beneficial owners of the client and take reasonable measures to verify the identity of such persons, through the identity of the settlor of the trust, the trustee, the protector, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership

Where no natural person is identified the identity of the relevant natural person who holds the position of senior managing official

(A) Controlling Person Type

Code	Sub-category
01	CP of legal person-ownership
02	CP of legal person-other means
03	CP of legal person-senior managing official
04	CP of legal arrangement-trust-settlor
05	CP of legal arrangement--trust-trustee
06	CP of legal arrangement--trust-protector
07	CP of legal arrangement--trust-beneficiary
08	CP of legal arrangement--trust-other
09	CP of legal arrangementOther -settlor equivalent
10	CP of legal arrangementOther -trustee equivalent
11	CP of legal arrangementOther -protector equivalent
12	CP of legal arrangementOther -beneficiary equivalent
13	CP of legal arrangementOther -other equivalent
14	Unknown

(v) Specified U S person A U S person other than the following

- (i) a corporation the stock of which is regularly traded on one or more established securities markets,
- (ii) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e)(2) of the U S Internal Revenue Code, as a corporation described in clause (i),
- (iii) the United States or any wholly owned agency or instrumentality thereof,
- (iv) any State of the United States, any U S Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing,
- (v) any organization exempt from taxation under section 501(a) of the U S Internal Revenue Code or an individual retirement plan as defined in section 7701(a)(37) of the U S Internal Revenue Code,
- (vi) any bank as defined in section 581 of the U S Internal Revenue Code,
- (vii) any real estate investment trust as defined in section 856 of the U S Internal Revenue Code,
- (viii) any regulated investment company as defined in section 851 of the U S Internal Revenue Code or any entity registered with the U S Securities and Exchange Commission under

the Investment Company Act of 1940 (15 U S C 80a-64),

- (ix) any common trust fund as defined in section 584(a) of the U S Internal Revenue Code,
- (x) any trust that is exempt from tax under section 664(c) of the U S Internal Revenue Code or that is described in section 4947(a)(1) of the U S Internal Revenue Code,
- (xi) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State,
- (xii) a broker as defined in section 6045(c) of the U S Internal Revenue Code, or
- (xiii) any tax-exempt trust under a plan that is described in section 403(b) or section 457(g) of the U S Internal Revenue Code

(vi) Owner documented FFI

An FFI meets the following requirements

- (a) The FFI is an FFI solely because it is an investment entity,
- (b) The FFI is not owned by or related to any FFI that is a depository institution, custodial institution, or specified insurance company,
- (c) The FFI does not maintain a financial account for any non participating FFI,
- (d) The FFI provides the designated withholding agent with all of the documentation and agrees to notify the withholding agent if there is a change in circumstances, and
- (e) The designated withholding agent agrees to report to the IRS (or, in the case of a reporting Model 1 IGA, to the relevant foreign government or agency thereof) all of the information described in or (as appropriate) with respect to any specified U S persons and (2) Notwithstanding the previous sentence, the designated withholding agent is not required to report information with respect to an indirect owner of the FFI that holds its interest through a participating FFI, a deemed-compliant FFI (other than an owner-documented FFI), an entity that is a U S person, an exempt beneficial owner, or an excepted NFE

vii) Direct reporting NFE

A direct reporting NFFE means a NFFE that elects to report information about its direct or indirect substantial U S owners to the IRS

(viii) Exemption code for U S persons

Code	Sub-category
A	An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
B	The United States or any of its agencies or instrumentalities
C	A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
D	A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg section 1.1472-1(c)(1)(i)
E	A corporation that is a member of the same expanded affiliated group as a corporation described in Reg section 1.1472-1(c)(1)(i)
F	A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
G	A real estate investment trust
H	A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
I	A common trust fund as defined in section 584(a)
J	A bank as defined in section 581
K	A broker
L	A trust exempt from tax under section 664 or described in section 4947(a)(1)
M	A tax exempt trust under a section 403(b) plan or section 457(g) plan

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**RISK PROFILING
QUESTIONNAIRE**

A. ENTITY DETAILS:

	Authorised Applicant
Full Name:	
Registered Address:	
Complete Address for correspondence (if different from registered address):	
Phone No. for correspondence (with applicable code):	
E-mail id for correspondence:	
Date of incorporation / registration:	(dd/mm/yyyy)

RISK PROFILING AND SUITABILITY FOR NON-INDIVIDUAL CLIENTS:

I / We understand that in order to further enhance the risk profiling and encompass suitable factors in case of non-individual clients, Tradeswift shall use the investment policy as approved by board/ management team of such non-individual clients for risk profiling and suitability analysis. However, the discretion to share the investment policy/ relevant excerpts of the policy shall lie with the non-individual client.

- ☐ I / We agree to submit the investment policy as approved by board/ management team of the entity.
- ☐ I / We don't agree to submit the investment policy as approved by board/ management team of the entity.

Name of Authorised Signatory: _____

Signature of the Authorised Signatory (2A)

Date :

Seal / Stamp

RISK PROFILING QUESTIONNAIRE

B. RISK PROFILE

RISK PROFILE TYPES:

Profile Type	Description
1) Conservative	You are a conservative investor who does not wish to take any investment risk. Your priority is to safeguard your investment capital. You are prepared to forego higher returns for peace of mind.
2) Balanced	You are a balanced investor with some understanding of investment market behaviour. You prefer a balance between capital growth and capital security. You are prepared to accept some short-term risk in order to gain longer term capital growth.
3) Assertive Growth	You are an assertive investor who understands the movement of investment markets. You are most interested in maximising long-term capital growth, although you do not wish to make unbalanced investment decisions. You are happy to take calculated risks in order to maximise long term capital growth. Tax advantaged investments are a focus.
4) Aggressive Growth	You are an aggressive investor with a strong bias towards investments with high growth potential. You are willing to accept higher performance fluctuations in return for potentially higher long-term capital growth. You also have a greater focus on tax advantaged investments and/or leverage of your assets to further improve capital growth potential.
5) Very Aggressive	You are an experienced or sophisticated investor. Security of capital is secondary to the pursuit of high investment returns. Your portfolio will comprise almost solely of growth assets and you are happy to accept the risks this involves.

I/We confirm that our Risk Profile Type is _____ as per the table above.

C. CLIENT DECLARATION:

I/We confirm that the details recorded in the "Risk Profiling Questionnaire" are correct and reflect our true financial position and understanding and investment risk profile.

I/We confirm that I/we have read and understood our agreed Risk Profile selection and would like the profile selected by me/us applied to our funds available for investment.

Based on the information provided to Tradeswift, our risk profile type is identified as mentioned above. However, I/We would like to make an exception/ deviation from the recommended asset allocation by Tradeswift and I/We hereby give our consent for an asset allocation of 100% in equity, 0% in debt and 0% in cash. I/We understand that, due to change in asset allocation, our risk appetite and the investment decisions undertaken by Tradeswift might deviate from our actual risk-taking ability.

I/We shall not hold Tradeswift responsible for any direct or indirect losses due to non-disclosure or misrepresentation of complete financial information by me/us and/ or partial disclosure of my / our portfolio by me/us and/ or recommendation of a revised asset allocation by Tradeswift.



Signature of the Authorised Signatory (3A)

Name of the Authorised Signatory

Date :

Seal / Stamp

CLIENT'S INVESTMENT PROFILE

Investment Parameters	First/Sole Applicant	Not applicable	Not applicable
Do you understand Equity Market are subject to market risk and there is no guaranteed returns	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Investment Experience regarding securities	<input type="checkbox"/> <3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> >10 years	<input type="checkbox"/> <3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> >10 years	<input type="checkbox"/> <3 years <input type="checkbox"/> 3-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> >10 years
Risk Tolerance	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High	<input type="checkbox"/> Low <input type="checkbox"/> Medium <input type="checkbox"/> High
What is the percentage of total portfolio proposed to be invested with the Portfolio Manager	<input type="checkbox"/> <25% <input type="checkbox"/> 25-50% <input type="checkbox"/> >50%	<input type="checkbox"/> <25% <input type="checkbox"/> 25-50% <input type="checkbox"/> >50%	<input type="checkbox"/> <25% <input type="checkbox"/> 25-50% <input type="checkbox"/> >50%
Overall Investment Goals	<input type="checkbox"/> Capital Appreciation <input type="checkbox"/> Capital Appreciation and Regular Income <input type="checkbox"/> Regular Income	<input type="checkbox"/> Capital Appreciation <input type="checkbox"/> Capital Appreciation and Regular Income <input type="checkbox"/> Regular Income	<input type="checkbox"/> Capital Appreciation <input type="checkbox"/> Capital Appreciation and Regular Income <input type="checkbox"/> Regular Income
Portfolio Constraint	<input type="checkbox"/> Equity <input type="checkbox"/> Balanced <input type="checkbox"/> Debt <input type="checkbox"/> Mutual Fund <input type="checkbox"/> Others	<input type="checkbox"/> Equity <input type="checkbox"/> Balanced <input type="checkbox"/> Debt <input type="checkbox"/> Mutual Fund <input type="checkbox"/> Others	<input type="checkbox"/> Equity <input type="checkbox"/> Balanced <input type="checkbox"/> Debt <input type="checkbox"/> Mutual Fund <input type="checkbox"/> Others
Time period for which investments are proposed to be made with the portfolio manager	<input type="checkbox"/> 5 Years <input type="checkbox"/> Above 5 Years	<input type="checkbox"/> 5 Years <input type="checkbox"/> Above 5 Years	<input type="checkbox"/> 5 Years <input type="checkbox"/> Above 5 Years
Annual Surplus available for investment	<50 lacs 50 lac - 2 Crore 2Crore - 5 Crore Above 5 Crore	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, whether <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annual
Are you alright with Investment in equity derivatives like future and options which may be used to take fresh position to hedge the existing portfolio	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
I hereby confirm that such investment is in accordance with my needs and I am investing in the above referred portfolio basis is/our professional skills and my own assessment of the risk involved in the portfolio.			

21. APPLICANT DECLARATION

- I/We hereby declare that the details furnished above are true and correct in all aspects. I/We agree to promptly inform the Portfolio Manager of any Change in such information(s). In case any of the above information is found false or untrue or misleading or misrepresenting, I/We am/are aware that I/We may be held liable for it.
- I/We hereby declare that I/We shall not act in the capacity of a sub-broker/agent and all the transactions entered into will be on my/our own account.
- I/We agree to abide by the Terms and Conditions, Rules and Regulations as stipulated in PMS Agreement.
- I/We confirm that the amount invested by me/us is through legitimate sources/channels only and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of any Act, Rules, Regulations, Notifications or Directions of Income Tax Act, Prevention of Money Laundering Act, Anti Corruption Act or any other applicable laws, as may be in force from time to time.
- I/we understand that the details furnished in this form (like PAN, Date of Birth, Aadhaar etc) would be utilised by the Portfolio Manager to fetch my/our KYC details from central databases like CVL KRA and CKYC database or ITD database or any other database. We hereby provide our consent for fetching of such information.
- I/We hereby declare that I am/we are not a US person, within the meaning of the United States Securities Act, 1933, as amended from time to time; and that I am/we are not applying on behalf of proxy Applicants of a person who is a US person.
- I/We undertake to provide all the disclosures as required under SEBI (Prohibition of Insider Trading) Regulations, 2015, Prevention of Money Laundering Act 2002, SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011 as amended from time to time or any other Act/Regulation. I/we hereby declare that I/we will immediately inform the Portfolio Manager in case I am/we are convicted under any grounds or any action is taken against me/us by any authority.
- Distributor had informed me/us about the advisory fees/distribution commission that would be earned related to my investment.
- I/we hereby agree that though my/our risk profile may be different from the risk of the approach chosen i.e. of high risk (aggressive) and decision to avail services have/has been taken by me/us and agree that the approach is suitable to me/us.

Sign <i>First Authorised Signatory</i>	Sign <i>Second Authorised Signatory</i>	
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FOR TRADESWIFT OFFICE USE ONLY

Conclusion of Client Investment Profile

Ok to invest in Equities ☐ Yes ☐ No

Employee Name		Employee Signature	
		Sign	
Date	<div>D</div> <div>D</div> <div>M</div> <div>M</div> <div>Y</div> <div>Y</div> <div>Y</div> <div>Y</div>	Place	

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DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

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DISCRETIONARY PORTFOLIO MANAGEMENT SERVICES AGREEMENT

This Discretionary Portfolio Management Services Agreement (hereinafter referred to as “this Agreement”) made and entered into by and between the person(s) specified in Application cum KYC Form (hereinafter referred to as “the Client” which expression shall unless the context otherwise requires, be deemed to include his/hers/its, successors, administrator, and executors) of the ONE PART;

AND

Tradeswift Broking Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 4th Floor, Baid House, 1-Tara Nagar, Ajmer Road, Jaipur-302006 (Rajasthan)- India (hereinafter referred to as “Portfolio Manager” which expression shall, unless the context otherwise requires, be deemed to include its successors and assigns) of the OTHER PART.

WHEREAS:

A. The Portfolio Manager holds a valid certificate of registration under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993 (as repealed and superseded by SEBI (Portfolio Managers) Regulations, 2020), to carry on the business of portfolio management services vide Registration No. INP000008446



B. The Portfolio Manager is, inter alia, engaged in investing funds of its clients in securities and providing portfolio management services to its clients. The Client is desirous of appointing the Portfolio Manager for managing the investment of his/its funds on a discretionary basis and to avail the portfolio management services by the Portfolio Manager in the manner more particularly set out here in.

C. The Portfolio Manager has made available to the Client a copy of the "Disclosure Document" and "Most Important Terms and Conditions (MITC)" prior to the signing of the Agreement and the Client having read and understood the contents of the Disclosure Document, has agreed to avail the services of the Portfolio Manager in accordance with the terms and conditions set out in this Agreement.

D. The Portfolio Manager has made available to the Client who is an Accredited Investor (defined below) the details of regulatory concessions available for the investment and the relevant conditions applicable under the Accredited Investor Framework

In this Agreement, unless the context otherwise requires, the Portfolio Manager and the Client shall hereinafter be jointly referred to as the “Parties”, and severally as a “Party”.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Parties agree as follows:

	
Signature of 1 st Authorised Signatory	Signature of 2 nd Authorised Signatory
Name of 1 st Authorised Signatory	Name of 2 nd Authorised Signatory

1. DEFINITIONS

For the purpose of this Agreement the following terms shall have the following meanings:

1.1 "Accreditation Agency" means a subsidiary of a recognized stock exchange or a subsidiary of a depository or any other entity as may be specified by SEBI from time to time

1.2 "Accredited Investor" means any person who fulfills the following eligibility criteria or such other criteria as may be specified by SEBI from time to time and is granted a certificate of accreditation by an accreditation agency

The following persons shall be eligible to be considered as Accredited Investors:

(i) Individuals, HUFs, Family Trusts and Sole Proprietorships, which meet the criteria as under:

a. Annual Income \geq INR 2 Crore; OR

b. Net Worth \geq INR 7.5 Crore, out of which at least INR 3.75 Crore is in the form of financial assets; OR

c. Annual Income \geq INR 1 Crore+ Net Worth \geq INR 5 Crore, out of which at least INR 2.5 Crore is in the form of financial assets;

(ii) Partnership Firms set up under the Indian Partnership Act, 1932 in which each partner independently meets the criteria for accreditation.

(iii) Trusts (other than family trusts) with net worth greater than or equal to INR 50 Crore.

(iv) Body Corporates with net worth greater than or equal to INR 50 Crore.

1.3 "Agreement" means this Discretionary Portfolio Management Services Agreement, as amended, modified, supplemented or restated from time to time together with all annexures, schedules and exhibits, if any.



1.4 "Applicable Laws" means any applicable Indian statute, law, ordinance, regulation including the SEBI Regulations, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument which has a force of law in India, as is in force from time to time.

1.5 "Application Form" means the application provided by the Portfolio Manager to the Client seeking know your client details and other necessary information.

1.6 "Associate" means: (i) a body corporate in which a director or partner of the Portfolio Manager holds either individually or collectively, more than twenty percent of its paid-up equity share capital or partnership interest, as the case may be; or (ii) a body corporate which holds, either individually or collectively, more than twenty percent of the paid-up equity share capital or partnership interest, as the case may be of the Portfolio Manager

1.7 "Asset Under Management" or "AUM" means (i) the value of Securities in the Client's Portfolio and/or (ii) the Funds and (iii) all accruals thereto and (iv) expenses due from the Client's Portfolio, payable by the Client as applicable. For the purpose of calculating the asset under management, securities shall be valued at the fair market value/marked to market basis (as applicable).

1.8 "Business Day" means any day other than a day declared as a public holiday under the Negotiable Instruments Act, 1881, a Saturday or a Sunday, a day on which banks or stock exchanges are closed and any other day on which normal

	
Signature of 1 st Authorised Signatory	Signature of 2 nd Authorised Signatory
Name of 1 st Authorised Signatory	Name of 2 nd Authorised Signatory

business cannot be transacted due to storms, floods, bandhs, strikes, lockdown or such other events as the Portfolio Manager may specify from time to time. The Portfolio Manager reserves the right to amend the definition of "Business Day".

1.9 "Capital Contribution" means the sum of money or Securities or combination thereof, contributed by the Client simultaneously upon execution of this Agreement or any time thereafter, subject to a minimum amount as prescribed under SEBI regulations or such other higher amount as may be specified by the Portfolio Manager in compliance with Applicable Laws which is set forth in Application cum KYC Form. Provided that the requirement of minimum sum under SEBI Regulations shall not apply to an Accredited Investor.

1.10 "Client/Investor" means such person(s) whose money or portfolio is advised or directed or managed by Portfolio Manager and is specified in Application cum KYC Form.

1.11 "Custodian" means one or more custodian appointed by the Portfolio Manager, from time to time, for maintaining custody of funds and/or Securities of the Client;

1.12 "Depository Account" means one or more account or accounts opened, maintained and operated by the Portfolio Manager or the Custodian in the name of the Client or the Portfolio Manager/Custodian with any depository or depository participant registered under the SEBI (Depositories and Participants) Regulations 1996.

1.13 "Disclosure Document" means the Disclosure Document filed by the Portfolio Manager with SEBI as required under the SEBI Regulations and as may be amended from time to time.

1.14 "Distributor"/"Advisor" means a person/entity empaneled by the Portfolio Manager which refers clients to the Portfolio Manager in lieu of commission/charges (whether known as Channel Partners, Agents, Referral Interfaces or by any other name).

1.15 "Eligible Investors" means individuals, company, body corporate, partnership firm, association of persons, limited liability partnership, trust, hindu undivided family and such other persons as may be deemed by the Portfolio Manager, to be eligible to avail of the services of the Portfolio Manager from time to time under the PMS.

1.16 "Fair Market Value" means the valuation of securities determined by an agency appointed by the Portfolio Manager, which may include a reputable chartered accountant or other consultants.



1.17 "Hurdle Rate" means the rate of return or benchmark return above which the performance fee will be charged as per the terms of the Agreement.

1.18 "Interim Disbursement" shall have the meaning prescribed under Clause 19.7.1 of the Agreement.



1.19 "Investment Approach" is a broad outlay of the type of securities and permissible instruments to be invested in by the Portfolio Manager for the Client, taking into account factors specific to Clients and securities and includes any of the current investment approach such investment approach that may be introduced by the Portfolio Manager, from time to time.

1.20 "Management Fee" means the fees payable to the Portfolio Manager in accordance with Schedule "C".

1.21 "Net Realized Value" means the net value realized of the Securities held in the Client Portfolio pursuant to any sale, transfer, redemption, buy- back or other mode of realization which, as the case may be, may be inclusive of returns, entitlements, dividend, interest, premium, discounts, bonus, if any, net of all taxes deducted at source by the Portfolio Entity/ies or otherwise.

	
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- 1.22 “Non-Resident Indian” or “NRI” means an individual resident outside of India who is an Indian Citizen.
- 1.23 “Overseas Citizen of India” or “OCI” means an individual resident outside India who is registered as an Overseas Citizen of India cardholder under Section 7(A) of the Citizenship Act, 1955.
- 1.24 “Person” means and includes any individual, partnership, limited liability partnership, corporation, company, body corporate, unincorporated organization or association, trust or other entity whether incorporated or otherwise.
- 1.25 “Performance Fee” means the performance-linked fee payable to the Portfolio Manager above the hurdle rate or benchmark return in accordance with Schedule “C” hereto.
- 1.26 “Portfolio” or “Client Portfolio” shall mean the total holding of Securities and goods belonging to the Client in accordance with this Agreement.
- 1.27 “Portfolio Commencement Date” means the date when each of the payment of the Capital Contribution shall be made to the Portfolio Manager. For avoidance of doubt, where the Capital Contribution is received prior to account being opened, initial Portfolio Commencement Date shall be the date on which the demat account of the Client is opened and formal client on-boarding process is completed by the Portfolio Manager.
- 1.28 “Portfolio Entity” means companies, enterprises, bodies corporate or any other entities in which the monies of the Portfolio are invested subject to Applicable Laws.
- 1.29 “Portfolio Investments” means investments in Securities of one or more Portfolio Entity/ies made by the Portfolio Manager on behalf of the Client under the PMS from time to time.
- 1.30 “PMS” shall mean the discretionary service platform provided by the Portfolio Manager in accordance with the terms and conditions set out in this Agreement and in accordance with the terms of the Disclosure Document.
- 1.31 “Product” mean the investment products with the respective Investment Approach/features of PMS services, introduced by the Portfolio Manager from time to time.
- 1.32 “Related Party” means:
- (i) a director, partner or his relative; (ii) a key managerial personnel or his relative; (iii) a firm, in which a director, partner, manager or his relative is a partner; (iv) a private company in which a director, partner or manager or his relative is a member or director; (v) a public company in which a director, partner or manager is a director or holds along with his relatives, more than two per cent. of its paid-up share capital; (vi) anybody corporate whose board of directors, managing director or manager is accustomed to act in accordance with the advice, directions or instructions of a director, partner or manager; (vii) any person on whose advice, directions or instructions a director, partner or manager is accustomed to act: Provided that nothing in sub-clauses (vi) and (vii) shall apply to the advice, directions or instructions given in a professional capacity; (viii) any body corporate which is— (A) a holding, subsidiary or an associate company of the portfolio manager; or (B) a subsidiary of a holding company to which the portfolio manager is also a subsidiary; (C) an investing company or the venturer of the portfolio manager. The investing company or the venturer of the Portfolio Manager means a body corporate whose investment in the portfolio manager would result in the portfolio manager becoming an associate of the body corporate. (ix) a related party as defined under the applicable accounting standards; (x) such other person as may be specified by the Board: Provided that, (a) any person or entity forming a part of the promoter or promoter group of the listed entity; or

	
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(b) any person or any entity, holding equity shares: (i) of twenty per cent or more; or (ii) of ten per cent or more, with effect from April 1, 2023; in the listed entity either directly or on a beneficial interest basis as provided under section 89 of the Companies Act, 2013, at any time, during the immediately preceding financial year; shall be deemed to be a related party.

1.33 "Securities" for the purpose of the Agreement shall mean and include securities listed or traded on a recognized stock exchange, money market instruments, units of mutual funds or other securities as specified by SEBI from time to time.

1.34 "SEBI" shall mean the Securities and Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.

1.35 "SEBI Regulations" shall mean the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 as amended and modified from time to time and including any circulars/notifications issued pursuant there to.

1.36 "Term" shall mean the term of this Agreement as provided to it in Clause 13 hereunder.



1.37 "Termination Fee" means the termination fee as prescribed in Schedule "C" hereto, payable in accordance with Clause 19.4 hereunder.

Capitalized terms used herein, which are not otherwise defined in this Agreement but defined under Applicable Law/s shall have the same meanings respectively assigned to them in such Applicable Law/s. In this Agreement, unless the context otherwise requires:

- a. Words in the singular shall include words in the plural and vice-versa;
- b. References to a person shall include such person's successors and permitted assignees or transferees;
- c. Words importing a particular gender include all genders and word denoting company include body corporate, corporations and trusts and vice- versa;
- d. The headings and sub-headings to this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions; a reference to a thing includes a part of that thing;
- e. Where the day by which anything is to be done is not a Business Day, that thing must be done by the Business Day following immediately thereafter; and
- f. References in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re- enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).

2. APPOINTMENT OF THE PORTFOLIO MANAGER

The Client hereby appoints 'Tradeswift Broking Private Limited as its Portfolio Manager to provide the portfolio management services, subject to the investment guidelines and terms and conditions contained herein and the Portfolio Manager hereby accepts such appointment and agrees to assume the rights, obligations, responsibilities and duties set forth herein.

	
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3. SCOPE

3.1 The Portfolio Manager will manage the Portfolio as per the investment objectives, approaches and restrictions, stated in this Agreement as well as in accordance with the Applicable Laws. Subject to such objectives, approaches and restrictions, the Portfolio Manager, will have complete discretion (including without prior reference, intimation or discussions with the Client) to buy, sell, retain, exchange or otherwise deal in any Securities and investments, place deposits, subscribe to issues such as rights issue, public issue, buyback etc., effect transactions in any markets, take day to day decisions in respect of the Client Portfolio and otherwise act as the Portfolio Manager judges appropriate in relation to the management of the Portfolio. It is clarified that in providing such services, the Portfolio Manager is not guaranteeing or assuring any return on or protection of the Capital Contribution, either directly or indirectly.

3.2 The Portfolio Manager shall be permitted viz., advisory, investment management, custody of securities, keeping track of corporate benefits associated with securities.

3.3 The Portfolio Manager shall be entitled to take such steps as may be from time to time necessary, incidental, ancillary or conducive to the fulfillment of the objectives of this Agreement.

3.4 The Portfolio Manager shall act in a fiduciary capacity towards the Client and in respect of the portfolio management services provided hereunder shall act as an agent of the Client.

4. CLIENT PARTICIPATION


4.1 The Client represents that it is eligible to enter into this Agreement and has the full legal right, power, authority and capacity to execute, deliver and fully perform this Agreement. The Client may cause its duly constituted attorney to represent the Client under this Agreement. Subject to the terms and conditions of this Agreement, the Client's Capital Contribution as mentioned in Application cum KYC Form of this Agreement, to be invested through the Portfolio Manager, shall be provided by the Client simultaneously with execution of this Agreement. The Client may make further placement/s of funds in form of additional Capital Contribution on one or more occasion(s) during the Term. Such amounts shall be governed by the terms and conditions of this Agreement.

The permissible costs/fees/expenses would be paid from the Capital Contributions, post which the Portfolio Manager will invest the funds in terms of the Agreement.

4.2 The Client shall have executed a valid, irrevocable power of attorney (in the form prescribed under Schedule "A" of this Agreement) in favor of the Portfolio Manager and/or its authorized representatives to enable the Portfolio Manager to provide portfolio management services on a discretionary basis under this Agreement.

4.3 The Client warrants that he/she has not been prohibited by SEBI, Reserve Bank of India (RBI) or any other authority or judicial body in India or abroad from investing in Securities. Further, The Client warrants that no investigation or similar proceedings are pending in relation to the Client's existing investments in Securities, if any.

4.4 The Client hereby warrants that it has been appraised with the Cyber Security policy of the Portfolio Manager and consents to provide all necessary information relying on the industry best standards of cyber security and data confidentiality measures adopted by the Portfolio Manager for the protection of sensitive, confidential and personally identifiable data as mandated under the applicable laws.

	
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4.5 The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the Applicable Laws, all taxes payable in connection with the Portfolio including without limitation income tax, if any, on the income arising from the Portfolio whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that regard. The Client may, at its own cost and consequences, obtain advice from tax consultants.



4.6 The Portfolio Manager shall deal exclusively with the Client and shall under no circumstances recognize or take cognizance of any privity of contract between the Client and any other person or entity in respect of this Agreement, except in the case of duly constituted attorneys and/or authorized agents who will be recognized strictly for the purpose of representation of the Client under this Agreement in accordance with the rights granted to such attorney.

4.7 The Portfolio Manager hereby discloses to the Client that the Portfolio Manager may raise monies from other clients under the PMS for the purpose of investment in the Securities and for this purpose the Portfolio Manager shall enter into separate agreements with each of its clients under the PMS. In such a case, to the extent permissible by the Applicable Laws and for the purpose of economies of scale, the Portfolio Manager may aggregate purchases or sales of Securities. This Agreement and the pursuant relationship of Portfolio Manager with the Client is exclusive and does not create any interest whatsoever between the clients inter-se or between the clients as a group and the Portfolio Manager.

4.8 The Portfolio Manager shall hold Securities in the name of the Client or in such other manner as may be permitted under Applicable Laws from time to time. Subject to Applicable Laws, in the event of aggregation of purchase or sales carried out for the purpose of economies of scale, inter se allocation between the Client and other clients of the Portfolio Manager shall be done by the Portfolio Manager on a pro-rata basis and at the weighted average price of the day's transactions. The Portfolio Manager shall complete the allocation process on the same day on which sales and / or purchases are affected or as prescribed under the Applicable Laws.

4.9 In the event of (i) any change in the constitution or identity or name or official status or restructuring of the Client, (ii) any material change in the control and management of the Client during the currency of this Agreement; or (iii) any change in the information submitted by the Client to the Portfolio Manager, it shall be the duty of the Client to keep the Portfolio Manager duly informed of the change. The Portfolio Manager may seek advice or appropriate directions, where required, from competent authorities under Applicable Law with regard to the continuation of this Agreement and any other agreement(s) entered into with the Client which may be affected by such a change and in such an event the Portfolio Manager will be entitled to terminate this Agreement if it so deems fit. In addition to the above and more particularly where the Client is a partnership firm, body corporate or a trust, the Client shall advise in writing of any change that may take place in the partnership firm/body corporate/trust, and all the present partners/officers/directors/trustees will be liable for any obligations which may be standing in the name of the firm/trust on the date of the receipt of such notice by the Portfolio Manager and until all such obligations have been fulfilled.

4.10 The Client (jointly and severally, in case of joint ownership) hereby confirms that he/she/it has read and understood the terms of this Agreement and is availing of the services of the Portfolio Manager after understanding the general risk factors and the specific risk factors and after being satisfied as to the terms and conditions of this Agreement and agrees to be bound by the same. The Client has such knowledge and experience in financial and business matters that the Client is capable of evaluating the merits and risks associated with the investments proposed to be made by the Portfolio Manager under the PMS, and the Client is able to bear the risk of such investment.

	
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4.11 The Client warrants that at all times it shall comply with the Applicable Laws and will not do or permit anything to be done which might cause or otherwise result in a violation or breach of such Applicable Laws.

4.12 The Client hereby agrees and confirms that it shall not transfer or cause to transfer any securities, scrip, stock by whatever named called in the demat account opened and operated under the Power of Attorney as per the terms of this Agreement unless such transfer has been made permissible under the terms of this Agreement and as per the applicable laws.

4.13 The Client agrees to execute, from time to time and as and when called upon to do so by the Portfolio Manager, one or more powers of attorney and such other deeds, documents and writings in the form and content required by the Portfolio Manager and / or to do such other acts or things as are necessary for the purpose of this Agreement.

4.14 The Client shall not at any time during the Term of this Agreement, create or agree to creation of a pledge/lien or any other encumbrance on its Portfolio or any part thereof.



4.15 The Client shall disclose in writing its direct or indirect interest in various body corporates, which may enable the Client to obtain unpublished price sensitive information from such body corporate, as provided in the SEBI (Prohibition of Insider Trading) Regulations, 2015 in the form provided in Schedule "E" hereto.

4.16 If the Client is an individual, the Client may, by executing the Nomination Form attached here to as Schedule "B", nominate any individual to receive all proceeds that have accrued on his Portfolio upon his / her death, subject to the submission of requisite documents to the Portfolio Manager and completion of certain necessary formalities as may be required from the nominee in favour of and to the satisfaction of the Portfolio Manager as per the Portfolio Manager's policies and procedures that may be in place in this regard. Nomination may be made either singly or jointly, provided that in case of joint holding, the joint holders shall jointly and not severally appoint the nominee. Furthermore, all the joint holders shall be required to sign the Nomination Form. In case of such joint holding, the nomination process provided above shall become applicable only upon death of all the joint account holders of the Client Portfolio. The process for transfer of the rights and liabilities of the joint account holder/s in case of death has been provided in Clause 19.6 of the Agreement.

4.16.1 In case of death of a Client without having made a nomination or in the case of the nominee also having expired, the Portfolio Manager shall have a right to call for all such documents it deems appropriate, including without limitation, certified copies of probate, letters of administration, succession certificate etc. The Portfolio Manager would be under no liability to return the Client Portfolio to any person claiming to be the success or the claimant of the Client Portfolio, unless the documents as specified herein below are duly produced before it and are verified (it is clarified that the Portfolio Manager may require additional documents as it deems fit:

(a) Certified/attested copy of the Death Certificate; (b) Notarized or certified copy of the Will; (c) Certified copy of Probate, Letter of Administration, or Succession Certificate (d) Know Your Client documents, PAN; and (e) Indemnity Bond.

4.16.2 Notwithstanding anything stated above in Clause 4.16.1 and subject to Applicable Law, in case of death of the Client who has appointed a nominee, the Agreement may continue in favour of such nominee if mutually agreed between the Portfolio Manager and the nominee, pursuant to which the nominee shall be bound by the obligations and duties of the Client here under without any further action on the part of the Portfolio Manager. The Portfolio Manager shall have the right to call upon the nominee to execute such documents as may be necessary for the purpose of giving effect to this provision.

	
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4.17 Transfer / payment of the Client Portfolio to the nominee or the claimant as aforesaid shall discharge the Portfolio Manager from all its responsibilities under this Agreement. Provided however that if the Portfolio Manager incurs any loss or expenses whatsoever arising out of any litigation or harm that it may suffer in relation to the nomination; the Portfolio Manager will be entitled to be indemnified absolutely from the deceased Client's estate and the Portfolio Manager will have a right to set-off such loss from the Client's Portfolio.

4.18 The Client agrees and undertakes to give prior written intimation to the Portfolio Manager in the even to proposed change in residential status from a person resident in India to a person resident outside India including a Non-Resident Indian as defined under the Foreign Exchange Management Act, 1999 and rules and regulations made thereunder. The Client agrees that failure in complying with the requirement laid down in this clause would require the Client to make good any losses/expenses/penalties incurred by the Portfolio Manager under Applicable Law. The Client further agree that the Portfolio Manager may in its sole and absolute discretion consider the proposed change of residential status of the Client (as contemplated in this clause above) as voluntary termination of the Agreement by the Client and make it subject to charge of Termination Fee.

4.19 In the event of termination of Agreement upon change of residential status of the Client as per Clause 4.18 above, the Portfolio Manager shall arrange to deposit in the designated bank account of the Client the Net Realized Value in the manner stated in Clause 19 below as soon as practicable from the date of written intimation by the Client of change of the residential status to the Portfolio Manager.

4.20 Additional terms and conditions applicable to Non- Resident Indian and/or Overseas Citizen of India In the event of the Client being an NRI or an OCI, in addition to the other conditions specified in this Agreement, such a Client shall be subject to the following additional terms and conditions:

4.20.1 The Client shall have obtained all relevant exchange control permissions for the purpose of entering into this Agreement and performing the transactions envisaged here under (including without limitation, approvals required from the RBI, if any).

4.20.2 The services provided to the Client by the Portfolio Manager, under this Agreement, shall be subject to the exchange control regulations applicable to such Client, including but not limited to the provisions of the Foreign Exchange Management Act, 1999 and the rules and regulations issued there under.



4.20.3 In the event of the Client ceasing to be an NRI, the Client shall promptly inform the Portfolio Manager of the same.

4.20.4 All communications/intimations by the Client to the Portfolio Manager shall be accompanied by the requisite and relevant approvals from RBI and/or any other regulatory authorities.

4.20.5 The Portfolio Manager shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/reporting for and on behalf of the Client.

4.20.6 The Portfolio Manager shall not be liable for any loss, cost, damage and/or expense caused to the Client as a consequence of any delay of RBI and/or any other regulatory authority.

4.20.7 The Client shall indemnify and keep the Portfolio Manager, its partners, officers, employees and agents harmless (on a full indemnity basis) from the consequences that the Portfolio Manager may suffer due to a non-compliance by the Client with any law/regulatory requirements, including but not limited to any losses, cost, damage and/or expense that the Portfolio Manager may suffer due to any Securities purchased for the Client not being registered in the Client's name due

	
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to any regulatory reasons (including without limitation, the percentage of NRI/OCI holdings in the relevant company exceeding permissible limits).

4.20.8 Without prejudice to the other provisions contained herein above, in all dealings with the Client, the Portfolio Manager shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

5. INVESTMENT OBJECTIVES, APPROACHES & RESTRICTIONS

The investment objective of the Portfolio Manager under its PMS is to endeavor to generate alpha and risk adjusted returns for the Client. The Portfolio Manager may invest Capital Contributions in listed equity and debt Securities, products, fixed income products/instruments, mutual fund units, exchange traded fund/s, structured product/s and any other permissible securities/ instruments/products in which the Portfolio Manager can invest as per Applicable Laws including the SEBI Regulations. The Portfolio Manager would seek to generate capital appreciation as well as returns on Client's capital by such investments. The Client understands and agrees that the Portfolio Manager may use derivative instruments like stock index futures, futures on individual stocks, options on stock Indices and options on individual stocks, interest rate swaps, forward rate agreements or such other derivative instruments as may be introduced from time to time, as permitted by the SEBI Regulations and Applicable Laws. However, the total exposure of the Portfolio of the Client in derivatives will not exceed the Portfolio placed with the Portfolio Manager. The Portfolio Manager shall not leverage the portfolio of its Clients for investment in derivatives. Kindly refer to "Risks Associated with Derivatives" under Clause 16 here to for more details in respect of derivative transactions that the Portfolio Manager shall undertake in respect of the Portfolio.

5.1 The Portfolio Manager shall have the sole and absolute discretion to invest the Capital Contribution in accordance with this Agreement and make changes to the investment pattern. The Portfolio Manager shall invest the Client's funds in Securities as may be permitted under SEBI Regulations and Applicable Law, in such manner and through such markets as it deems fit in the interest of the Client.



5.2 The investment in Securities shall be held by the Portfolio Manager for a period which shall not exceed the Term of this agreement and shall at all times be subject to the Investment Approach/es chosen by the Client.

5.3 Subject to Applicable Laws, the Portfolio Manager may exercise voting rights, if any, and such other rights in relation to any Securities held on behalf of the Client, in its absolute discretion.

5.4 The investment approach proposed to be undertaken by the Portfolio Manager has been detailed out under Schedule "F". The client can avail more than one Investment Approach, from time to time, under this agreement by executing additional Term Sheet, which shall form part and parcel of this Agreement.

5.5 Any decision of the Portfolio Manager (taken in good faith) in deployment of the Client Portfolio is absolute and final and cannot be called in question or be open to review at any time during the currency of the Agreement or any time thereafter except on the grounds of malafide, fraud, conflict of interest (other than those as provided under Clause 11 annexed hereto) or gross negligence.

5.6 The Portfolio Manager, in its absolute discretion, may conduct operations and transactions including sale and purchase transactions from the Client Portfolio through agencies, entities, brokers or a panel of brokers at prevalent market prices. The Portfolio Manager, in its absolute discretion, may resort to transactions through private placement, arrangements, agreements and/or contracts for facilitating acquisition and/or disposals, as the case maybe.

	
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5.7 In the management of the Client Portfolio, the Portfolio Manager may, in its sole discretion apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal in the Securities and generally manage, convert, transpose and vary the investments of the Client Portfolio. The powers exercised by the Portfolio Manager as above shall be final, binding and irrevocable on the Client and the Client shall be deemed to have approved/ratified any such investment and related activities or deeds that the Portfolio Manager may undertake from time to time.

5.8 Accruals, accretions, benefits, allotments, calls, refunds, returns, privileges, entitlements, substitutions and / or replacements or any other beneficial interest including dividend, interest, premium, discounts and other rights, benefits and accruals that accrue to the investments in respect of the Client Portfolio shall be received by the Portfolio Manager in the name of the Client and would in every event be long to Client Portfolio.

5.9 The Portfolio Manager shall buy and sell Securities on the basis of delivery and shall in all cases of purchases, take delivery of the relevant Securities and in all cases of sale, deliver the relevant Securities and shall in no case put itself in a position whereby it has made a short sale or needs to carry forward a transaction or engage in bill discounting, badla finance or lending or placement with corporate or non- corporate bodies. The Portfolio Manager may, subject to authorization by the client in writing, participate in securities lending as per the Securities Lending Scheme, 1997 specified by SEBI. The Portfolio Manager may however, in accordance with the SEBI Regulations and Applicable Laws, enter into futures contracts, options in securities, options on indices and other similar types of investment, which may result in the Client having to provide initial margin payments and which would be deemed to constitute part of the normal course of managing the Portfolio and also transactions which will have the possibility of creating a hedge against the existing structure of the portfolio and such transactions could include derivative products as may be permissible under law from time to time. The Securities will be valued at closing/settlement prices on the relevant stock exchange/s /fair market value/marked to market basis (as applicable).



5.10 Subject to the fees charged by the Portfolio Manager, and other deductible expenses, all variations in the value including capital appreciation or depreciation, trading profits or losses, dividends, interest, premium, discounts and other rights and accruals on the Securities and goods of the Client Portfolio, would be to the account of and shall belong solely to the Client.

5.11 The Portfolio Manager, may from time to time, execute off market transaction in Client Portfolio in accordance with the SEBI Regulations.

5.12 The Portfolio Manager shall invest in the securities of its related parties or its associates only after obtaining prior consent of the client in Schedule "G" in accordance with SEBI Regulations. Additionally, the Portfolio Manager undertakes to comply with the prudential limits on the investments as prescribed by SEBI from time to time.

5.13 The Portfolio Manager may keep the funds of the Client in a separate bank account maintained with a scheduled commercial bank segregated from the accounts of Portfolio Manager's other clients subject to the requirements laid down under SEBI Regulations and use the same for the purpose of the purchase and sale of Securities allowed in this Agreement and for payment of allowable expenses/fees and for the purposes set out in this Agreement. The Portfolio Manager shall not use funds of the Client for the benefit of any other clients. Accounts of the Client shall be segregated from the accounts of all the other clients of the Portfolio Manager and shall be maintained separately.

5.14 The Portfolio Manager shall segregate each client's funds and portfolio of securities and keep them separately from his own funds and securities and shall be responsible for safekeeping of client's funds and securities.

	
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5.15 The Portfolio Manager shall not hold the securities belonging to the portfolio account, in its own name on behalf of the Client either by virtue of contract with Client or otherwise.

5.16 The Portfolio Manager shall be free to deploy idle cash balances of the Client, which may arise from time to time, in bank deposits, liquid, money market or other direct plan of mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws. In no case shall the Portfolio Manager deploy the Capital Contribution in unregulated financing mechanism such as badla or discounting of bills of exchange or for the purpose of lending or placement with corporate or non-corporate bodies unless otherwise permitted by SEBI.

5.17 In the management of the Portfolio, the Portfolio Manager, may in its sole discretion, apply for, subscribe, obtain, buy, accept, acquire, endorse, transfer, redeem, renew, exchange, dispose, sell or otherwise deal with the Securities and generally manage, convert and vary the investments of the Portfolio in such manner as the Portfolio Manager deems fit in accordance with SEBI Regulations.

5.18 The Portfolio Manager may invest in units of mutual funds only through direct plans and shall not charge any distribution related fees to the Client in accordance with the SEBI Regulations. Further, the Portfolio Manager shall not (i) invest the Client Portfolio in the portfolio managed or administered by another portfolio manager and (ii) invest the Client Portfolio based on the advice from any other person.



6. CAPITAL CONTRIBUTION AND REINVESTMENT

6.1 The Client agrees to place with the Portfolio Manager an amount or Securities as specified in this Agreement/ Application Form as being the Capital Contribution. The Client Portfolio shall be subject to the Fees as specified in Schedule "C" hereto.

6.2 Simultaneously upon the execution of this Agreement, the Client shall transfer the Capital Contribution to the Portfolio Manager. Till the time the Capital Contribution is invested as per the investment objectives, the Portfolio Manager shall be entitled but not obligated to invest the same in bank deposits, liquid, money market or other direct mutual fund schemes, money market instruments including, commercial paper, trade bill, treasury bill, certificate of deposit and usance bill or such other Securities as per the Applicable Laws, as may be deemed fit by the Portfolio Manager, for the interim period or may be kept in a bank account as may be specified by the Portfolio Manager from time to time. Any returns generated from such investments shall be paid to the Client by the Portfolio Manager.

6.3 The number of applicants in a joint application shall not exceed 3 (three). In case of joint Clients (who are individuals), all shall be jointly and severally liable for payment of Capital Contribution. All the joint Clients agree that they will be jointly and severally liable for payment of Capital Contribution in accordance with this Agreement.

6.4 In the event an account has more than 1 (one) registered holder, the first-named holder (as determined by reference to the Application Form) shall receive the Statements, all notices and correspondences with respect to the account, the Interim Disbursements as well as the proceeds of any and all sums as due and payable to the Client on termination or expiry of the Agreement. The Portfolio Manager shall have no liability in this regard to any account holder other than the first named holder of the account.

	
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6.5 The interest, premium, dividend, discounts, returns, money arising out of disposal of any Portfolio Investment/s and other rights and accruals on the Securities to the account of the Client may be reinvested by the Portfolio Manager subject to the terms of this Agreement.

7. NO WARRANTY

7.1 The Portfolio Manager does not provide any warranty (express or implied) as to the appreciation in the value of the Securities or as to the return on such Securities, in which the Client's funds are invested by the Portfolio Manager. It is clearly understood by the Client that the Portfolio Manager shall not, in any manner whatsoever, be liable, in case of depreciation in the value of Securities, either individually or in total, in which funds are invested by the Portfolio Manager or for any indirect or consequential losses or for non-recovery of or failure of the Portfolio Entity/ies to return the investments in the Securities together with the interest, premium and other benefits and accruals thereon.

7.2 The Client acknowledges and confirms that the purchase and sale of Securities has an inherent risk and accordingly, any loss, damage, cost direct or indirect or consequential on account of purchase and sale of Securities by the Portfolio Manager with the funds of the Client, in terms of this Agreement, shall be that of the Client. The Portfolio Manager shall not in any way, directly or indirectly be responsible or liable for the loss or otherwise which arises to the Client on account of the aforesaid eventualities.

8. FEES AND CHARGES



8.1 The Portfolio Manager shall receive remuneration/fee for services rendered to the Client under this Agreement, as stated in Schedule "C".

8.2 The Portfolio Manager will, charge (a) Management Fee and/or Performance Fee, as applicable; (b) Termination Fee and (c) Operating expenses including other costs and expenses. The Portfolio Manager will calculate and charge Performance Fee, on high watermark principle, over the life of investment. High watermark shall be the highest value that the Portfolio has reached. Value of the Portfolio for computation of high watermark shall be taken to be the value on the date when performance fees are charged. In case of interim contributions/withdrawals by Client, performance fees may be charged after appropriately adjusting the high watermark on proportionate basis. Performance Fee will be charged over and above the Hurdle Rate or the benchmark return as specified in Schedule "C".

8.3 Upon termination, fees due and payable for the period since the last fee payment period, would be calculated by the Portfolio Manager, on a proportionate basis for the number of days till termination, based on the value of the average of the daily Assets Under Management.

8.4 In the event of transmission upon demise of the Client, the accrued management fees and other charges shall be incurred on the existing AUM of the deceased investor until the completion of the transmission process and shall be adjusted from the AUM before the transmission.

8.5 The Client hereby irrevocably directs the Portfolio Manager to directly debit all fees and charges as per this Agreement to the Client's funds and the Portfolio Manager hereby undertakes to provide the Client with complete details of the charges debited to the Client's funds.

	
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8.6 The Client hereby grants its consent to the fees and charges as specified in Schedule “C” and elsewhere in the Agreement for the services provided directly and indirectly by the Portfolio Manager including any charges/expenses incurred in relation to Portfolio Investments and shall not raise any objections on the charging of the same by the Portfolio Manager.

8.7 Billing will be at the frequency stated in Schedule “C”.

8.8 No up-front fees shall be charged by the Portfolio Manager directly or indirectly to the Client. Notwithstanding the above, the Portfolio Manager may charge on-boarding/closing costs and expenses so attributable to the Client in terms of this Agreement upon commencement date or closure date or during the tenure of the agreement at the discretion of the Portfolio Manager.

8.9 Without prejudice to what is stated above, the Client shall reimburse the Portfolio Manager towards the following charges/expenses:

Operating expenses excluding brokerage, over and above the fees charged for Portfolio Management Services, shall not exceed 0.50% per annum of the client's average daily Assets under Management (AUM).

(a) Transaction expenses including but not limited to statutory fees, documentation charges, statutory levies, stamp duty, registration charges, commissions, charges for transactions in Securities, custodian fees, fees for fund accounting, RTA expenses, investor servicing expenses, valuation charges, audit and verification fees, depository charges, and other similar or associated fees, charges and levies, legal fees,

incidental expenses etc.;

(b) Legal and statutory expenses including litigation expenses, if any, in relation to the Portfolio;

(c) Statutory taxes and levies, if any, payable in connection with the Portfolio;

(d) Valuation expenses, valuer fees, audit fees, levies and charges;

(e) All other costs, expenses, charges, levies, duties, administrative, statutory, revenue levies and other incidental costs, fees, expenses not specifically covered above arising out of or in the course of opening, managing or operating, closing of the Portfolio.



(f) Brokerage and transaction costs are amounts payable to the broker for opening of an account, execution of transactions on the stock exchange or otherwise for the transfer of Securities and may inter-alia include service charges, stamp duty costs, GST, STT etc. and is expected to be in the between 10-20 BPS.

8.10 All fees and charges shall be levied on the actual amount of Client's Asset Under Management.

9. ACCREDITED INVESTOR

9.1 Client who is an Accredited Investor, hereby agrees and confirm that he/she/it holds a valid accreditation from Accreditation Agency and fulfils the

criteria as an Accredited Investor

	
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9.2 The Client agrees that he/she/it shall be able to avail the benefits of an accredited investor till the time period for which he/she/it fulfills the accreditation criteria or till the period of Consent or expiry of validity of accreditation whichever is earlier

9.3 The Client hereby undertakes that he/she/it wishes to avail benefits under the AI framework ("Consent").

9.4 The Client has the ability to bear the financial risks associated with the investment

9.5 The Client has the necessary knowledge and means to understand the features of the Investment Approach, including the risks associated with the investment

9.6 The Client is aware that the investment product is meant for AIs and may not be subject to the same regulatory oversight as over investment products meant for investors other than AI

9.7 The Client shall have the flexibility to withdraw his/her/their consent and discontinue availing benefits of accreditation, subject to the following:

(a) In case if the client withdraws 'Consent' after availing the benefit of lower ticket size of Capital Contribution, he/she/it shall be required to increase the investment to the minimum amount as defined under SEBI Regulations within 21 working days or as may be specified by the Regulations.

(b) If the Client who has availed concessions to the regulatory framework withdraws the 'Consent' furnished to the Portfolio Manager provider before the expiry of this Agreement, the investments already made shall be 'grandfathered' i.e. such investments shall continue to be reckoned as investments by an AI. With effect from the date of withdrawal of Consent, any further transaction shall be in accordance with the applicable regulatory framework.

Provided that the Client shall be able to withdraw the Consent subject to such terms as considered appropriate by the Portfolio Manager

10. POWERS, DUTIES AND OBLIGATIONS OF THE PORTFOLIO MANAGER



10.1 The Portfolio Manager shall invest the Capital Contribution in accordance with the SEBI Regulations, the terms and conditions of this Agreement and Applicable Laws

10.2 The Portfolio Manager shall act in a fiduciary capacity and will act as a trustee and agent of the Client Portfolio.

10.3 The Portfolio Manager will hold Securities in a separate Depository Account opened for the purpose of portfolio management services. The Custodian/Portfolio Manager shall follow up all entitlements such as bonus, rights, dividends etc. on behalf of the Client to the extent permissible under Applicable Laws. The Portfolio Manager shall not invest and/or divest and/or deal in the Client's funds based on price sensitive classified information.

10.4 The Portfolio Manager shall observe a high standard of integrity and fair dealing in all transactions involving the Client's funds.

10.5 The Portfolio Manager and/or any of its officers, partners, employees or associates shall not derive any benefit, whether direct or indirect, from the Client's Portfolio.

	
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10.6 The Portfolio Manager shall not borrow funds and/or Securities on behalf of the Client. The Portfolio Manager shall not lend securities held on behalf of the Client to a third person without prior authorization by the Client.

10.7 The Portfolio Manager shall exercise due care and diligence in rendering services, under this Agreement, to prevent the possibility of loss of capital. However, it is understood that investments are made on certain evaluation basis and there can be no assurance with regard to returns or even preservation of capital.

10.8 The Portfolio Manager shall invest up to a maximum of 30% of the Client's AUM in the securities of its associates/related parties. The Portfolio Manager shall ensure compliance with the following limits:

Security	Limit for investment in single associate/related party (as percentage of Client's AUM)	Limit for investment across multiple associates/ related parties (as percentage of Client's AUM)
Equity	15%	25%
Debt and hybrid securities	15%	25%
Equity + Debt + Hybrid securities*	30%	

*Hybrid securities include units of Real Estate Investment Trusts (REITs), units of Infrastructure Investment Trusts (InvITs), convertible debt securities and other securities of like nature.



The aforementioned limits shall be applicable only to direct investments by Portfolio Manager in equity and debt/hybrid securities of its associates/ related parties and not to any investments in the Mutual Funds. In the event of passive breach of the specified investment limits, (i.e., occurrence of instances not arising out of omission and/or commission of portfolio manager), a rebalancing of the portfolio shall be completed by Portfolio Manager within a period of 90 days from the date of such breach. The Client may give an informed, prior positive consent in Schedule "G" to the Portfolio Manager for waiver from the rebalancing of the portfolio to rectify any passive breach of the investment limits.

Further, the Portfolio Manager shall not make any investment in below investment grade securities.

10.9 The Portfolio Manager will take best efforts to safeguard the Client's interest with regard to dealing with capital market intermediaries such as brokers, custodians, bankers etc. Any contract or understanding arrived at by the Portfolio Manager with any such intermediary shall be strictly on behalf of the Client, and the Portfolio Manager shall not be responsible for the due performance of the contract or understanding by the intermediary.

10.10 The Portfolio Manager shall be entitled to appoint and at its discretion remove agents, to determine their respective duties, to fix their emoluments in carrying out the services to be provided under this Agreement; and to acquire security in such instance and for such amount as it may think fit. Any such fees, charges paid / incurred by the Portfolio Manager shall be borne by and debited to the Client's Portfolio.

10.11 The Portfolio Manager shall be entitled to open and operate one or more bank accounts, demat accounts and constituent subsidiary general ledger accounts for and on behalf of the Client, to deposit and withdraw monies / Securities in such accounts and to fully operate the same. These accounts will be solely operated by the Portfolio Manager and/or the Custodian to the exclusion of the Client and the Client hereby confirms and ratifies that it shall not exercise any right in relation to operation of these accounts till the termination / revocation of this Agreement.

	
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10.12 The Portfolio Manager will send to the Client all such reports as are required to be sent to the Client under the SEBI Regulations within the period stipulated there by.

10.13 The Portfolio Manager shall appoint one or more Custodians, for carrying out custodial services in relation to the Client Portfolio.

10.14 The Portfolio Manager may appoint agents, representatives, service providers or other persons as the Portfolio Manager may deem fit from time to time, to perform any of the functions which the Portfolio Manager is empowered / obligated to perform, subject always to Applicable Laws. The Portfolio Manager may delegate to such persons, the authority / power to perform any of the functions to be performed by the Portfolio Manager and provide such instructions, as the Portfolio Manager may deem fit from time to time, to enable such performance.

10.15 If the Portfolio Manager is required under Applicable Laws, including without limitation the Income-tax (11th Amendment) Rules, 2015 notified by the Central Board of Direct Taxes ("FATCA Implementation Rules"), to provide information regarding the Client to any regulatory authority and/or the Portfolio and/or income there from, and the Portfolio Manager complies with such request in good faith, whether or not it was in fact enforceable, they shall not be liable to the Client or to any other party as a result of such compliance or in connection with such compliance. The Client will be required to comply with the request of the Portfolio Manager to furnish such information/documentation/declarations as and when deemed necessary by the Portfolio Manager in accordance with the Applicable Laws including any compliances under FATCA Implementation Rules.

10.16 The provisions of the FATCA Implementation Rules are relevant not only at on-boarding stage of the Client but also throughout the life cycle of the Agreement. The Client therefore should immediately intimate to the Portfolio Manager, any change in their status with respect to any FATCA Implementation Rules related information/documentation/declarations provided by them previously.



10.17 In case the Client fails to furnish the relevant information/ documentation/declarations in accordance with the Applicable Laws, the Portfolio Manager reserves the right to report of such Clients and/or levy of withholding Tax on payments made to the Client and/or take any other action/s in accordance with Applicable Laws.

11. CONFLICT OF INTEREST

The Client understands and acknowledges that the Portfolio Manager and its affiliates, Related Parties, Associates, holding companies, subsidiaries, partners, officers and employees of Portfolio Manager ("Relevant Parties") are engaged in a broad spectrum of activities in the portfolio management and financial services sectors. There will be instances where the interests of such parties conflict with the interests of the Client under the PMS. Some of the possible conflicts of interest are identified below, which the Client hereby acknowledges and confirms to have carefully studied before entering into this Agreement and is aware of all the conflicts as disclosed in the Disclosure Document which is available on the Portfolio Manager's website.

Some of the possible conflicts of interest and potential conflicts of interest are outlined below:

11.1 The Portfolio Manager and/or any of the Relevant Parties may act as an investment manager/advisor to other clients/alternative investment funds/ entities under its advisory/management business by identifying, evaluating and recommending investments to its clients. Any conflict arising out of such relationships would be managed by the Portfolio Manager subject to Applicable Laws and SEBI Regulations.

	
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11.2 There could be multiple portfolios under the management of Tradeswift Broking Private Limited as a Portfolio Manager/Investment Manager/Advisor to other funds/schemes and/or any of the Relevant Parties, thereby presenting possibility of conflict of interest in allocating investment opportunities amongst the various portfolios. The Portfolio Manager will endeavor to resolve any such conflicts in a reasonable manner as it deems fit.

11.3 The Portfolio Manager and/or any of the Relevant Parties, while managing the funds of Client, may from time-to-time effect transactions in securities in which the Portfolio Manager may have a financial or other business interest.

11.4 The Relevant Parties providing services to the Client will have, in addition to their responsibilities for the Client, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interests in allocating management time and other resources amongst the Fund and such other projects and clients.

11.5 The Portfolio Manager and/or any of the Relevant Parties can act as manager/advisor to any of the Portfolio Entity/ies, charge fee for the services rendered to them, provide broad range of financial services, from time to time and earn fee in addition to the fee charged to the Client under this Agreement. Any conflict arising out of any such relationships would be managed by the Portfolio Manager subject to Applicable Law and SEBI Regulations.

11.6 The Portfolio manager and/or any of the Relevant Party's and/or its advisory clients or managed clients like AIF/FPI may have existing similar or contra positions in the stocks/ recommended in the client's account and may execute their trades at different timeline based on their execution strategy which may not match with trade execution in the PMS

11.7 The Portfolio Manager may or may not have a similar position as PMS in its other products/services/funds/vehicle where it acts as investment manager or advisor.



11.8 Certain Relevant Parties may also serve as employees or partner(s) /director(s) of the company within the group. In such situations, the employees or partners or directors is considered to be in a "dual hat" situation, which may result in conflicts of interest due to duties to differing entities.

11.9 As on date, Tradeswift Broking Private Limited is acting as a Portfolio Manager and Stock Broker. In the future, Tradeswift may also undertake the role of Investment Manager for Alternative Investment Funds and/or provide Investment Advisory Services. Accordingly, a potential conflict of interest could arise or be perceived between the investments and disinvestments undertaken by the Portfolio Manager for PMS strategies, the investments and disinvestments undertaken by the Investment Manager for AIF schemes, and the investment/disinvestment advice provided to investment advisory clients.

11.10 The attorneys, accountants, and other professionals, who perform services for the Tradeswift Broking Private Limited may, and in some cases do, also perform services for the Relevant Parties.

11.11 The services rendered by the Portfolio Manager will be subject to conflict of interest relating as Portfolio Manager and various other affiliates, associates, holdings companies, subsidiaries, partners, officers and employees of the Portfolio Manager, which are engaged in a broad spectrum of activities in the financial sector.

Conflict of interest would be inherent between the activities of the Portfolio Manager, Portfolio Entity/ies and the Relevant Parties. Tradeswift Broking Private Limited has adopted, inter alia, certain policies and procedures intended to protect the interest of all the investors. It is intended for such conflicts to be managed primarily by complying with the Applicable Laws, acting in good faith to develop equitable resolutions of known conflicts and developing policies to reduce the

	
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possibilities of such conflict. The Portfolio Manager shall ensure fair treatment to all its clients in case of conflicts of interest.

The attorneys, accountants, and other professionals, who perform services for the Tradeswift Broking Private Limited may, and in some cases do, also perform services for the Relevant Parties.

12. PREVENTION OF MONEY LAUNDERING

12.1 The Client hereby agrees to adhere to the compliance of the policy of the Portfolio Manager pertaining to the “Know Your Customer” (‘KYC’) and “Prevention of Money Laundering” (PML) as required under the Prevention of Money Laundering Act, 2002 and SEBI guidelines / circulars / notifications thereto and provide necessary information, documents as and when required by the Portfolio Manager under its KYC and PML policy.

12.2 The Client confirms that the amount invested and to be invested under the Portfolio is and will be through legitimate sources only and does not and will not involve and is not and will not be designated for the purpose of any contravention or evasion of the provisions of the Income Tax Act, 1961, Prevention of Money Laundering Act, 2002, Fugitive Economic Offenders Act, 2018, Prevention of Corruption Act, 1988 and/or any other Applicable Law.

12.3 The Client hereby confirms and agrees that Portfolio Manager reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature within the purview of Applicable Laws.

12.4 The Portfolio Manager also reserves the right to seek information and/or obtain and retain documentation for establishing the identity of the Client, proof of residence, source of funds, etc. to ensure appropriate identification of the Client under its KYC policy and with a view to monitor transactions in order to prevent money laundering. It may re-verify identity and obtain any incomplete or additional information for this purpose, including through the use of third-party databases, personal visits, or any other means as may be required for the Portfolio Manager to satisfy itself of the Client’s identity/ies, address and other personal information. The Client shall produce reliable, independent source documents such as photographs, certified copies of ration card/passport/driving license/Permanent Account Number card; and/or such other documents or produce such information as may be required by the Portfolio Manager from time to time for verification of the personal details of the Client including inter alia identity, residential address(es), occupation and financial information.

12.5 The KYC requirements shall also be applicable for all joint holders, legal representatives, legal heirs, estates, nominees, authorized signatories of the Client. The KYC documentation requirements shall also be complied with by the person(s) becoming beneficial owner of the account by virtue of operation of law for e.g. transmission cases and nominee/legal heirs on the death of the Client. In case of minor Client, KYC documentation requirements shall be complied by the Client on attaining the “major” status.

	
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13. TERM

13.1 The term of the Portfolio shall be a period of 12(Twelve) years from the Effective Date, which shall be automatically renewed for every successive block period of 12(Twelve) years, unless terminated by the Client or Portfolio Manager in accordance with the provisions of Clause 19 hereof ("Term"). This Agreement shall commence from the Effective Date.

14. REGISTRATION, TRANSFER AND CUSTODY

14.1 The Portfolio Manager shall take adequate steps for registration of the Client's Securities in the name of the Client as per the Applicable Laws.

14.2 The Securities purchased/held under this Agreement and requiring transfer/registration in favour of the Client, will be transferred/ registered in the name of the Client as per the SEBI Regulations and other Applicable Laws.

14.3 Subject to Applicable Laws, the Portfolio Manager shall not be liable for any negligence or lapse of the Custodian in carrying out its custodial duties or executing any instructions issued by the Portfolio Manager, provided the Portfolio Manager has acted with due care and in the interest of the Client.

15. ACCOUNT AND RETURNS

15.1 The Portfolio Manager shall maintain a separate designated back-office account for the Client. The details of the Capital Contributions received, investments and/or disinvestments made and all credits to the account by way of accruals, accretions, benefits, allotment, calls, refunds, returns, privileges, entitlements, substitutions and/or replacement or any other beneficial interest including dividend, interest, discounts, premium, rights, bonus received from time to time as well as debits shall be reflected in the Client's account.



15.2 The Portfolio Manager shall furnish a report to the Client at such interval as may be required under Regulation 31 of the SEBI Regulations (and as and when required by the Client) in accordance with the SEBI Regulations. The Portfolio Manager may make necessary arrangements (on its own or through a service provider) for the viewing of these reports on the Portfolio Manager's website giving restricted access to the Client along with a copy of Disclosure Document. The Client shall have the right to obtain the details of his Portfolio from the Portfolio Manager.

15.3 The statement of account shall accurately reflect the affairs of the Client's funds as per Clause 15.1 here in above. It shall include the composition

and value of the Portfolio, description of Securities and goods, number of Securities, value of each Security held in the Portfolio, units of goods, value of goods, cash balance and the aggregate value of the Portfolio as on the date of the report.

15.4 The Portfolio Manager represents that the statements / documents / report furnished by the Portfolio Manager to the Client shall present a true and fair picture of the actual transactions.

15.5 The Client acknowledges and confirms that the Portfolio Manager has provided to the Client, the copy of the Most Important Terms and Conditions ("MITC"), link to access the Fee Calculation tool and Disclosure Document regarding its portfolio management services duly certified by a chartered accountant as specified in SEBI Regulations, prior to the execution of the Agreement hereof.

	
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15.6 The Client shall be entitled to inspect the books and accounts containing information regarding Client's Portfolio that are maintained by the Portfolio Manager in respect of portfolio management services under this Agreement, after giving a reasonable advance notice, in writing. The Portfolio Manager upon receiving such notice shall fix time and date for such inspection, which in no case shall be later than 45 (forty-five) days from the date of receiving notice from the Client and shall produce the relevant documents for inspection/audit.

15.7 Apart from the reports furnished to the Client the Portfolio Manager shall also furnish to the Client such documents and information relating to the management of the Portfolio, as may be requested by the Client.

15.8 The books and accounts of the Portfolio Manager relating to the Client's Portfolio / transactions shall be audited annually by an independent chartered accountant and a copy of the certificate issued by the chartered accountant shall be forwarded by the Portfolio Manager to the Client. The Client may appoint a chartered accountant of its choice at his own cost and expense to audit the books and accounts of the Portfolio Manager, relating to his transactions and the Portfolio Manager shall co-operate with such chartered accountant in course of the audit.

16. RISKS FACTORS

An investment made through the PMS would involve a significant degree or risk and is suitable only for investors who fully understand and are capable of bearing the risks of such investments. The Client should carefully consider the investment objectives, investment approaches and the investment restrictions as described in this Agreement. Accordingly, the Client should carefully consider the following factors, among others, before making a decision to invest through the PMS.

Management and Operational Risk



Reliance on the Portfolio Manager

- The success of the PMS will depend to a large extent upon the ability of the Portfolio Manager to source, select, complete and realize appropriate investments and also reviewing the appropriate investment proposals. The Portfolio Manager shall have considerable latitude in its choice of Portfolio Entities and the structuring of investments. Furthermore, the team members of the Portfolio Manager may change from time to time. The Portfolio Manager relies on one or more key personnel and any change/removal of such key personnel may have material adverse effect on the returns of the Client.
- The investment decisions made by the Portfolio Manager may not always be profitable.
- Investments made by the Portfolio Manager are subject to risks arising from the investment objectives, investment approach and asset allocation.

Termination Fee: Client may have to pay a high Termination Fee to withdraw the funds/Portfolio (as stipulated in the Agreement with the Client). In addition, they may be restricted / prohibited from transferring any of the interests, rights or obligations with regard to the Portfolio except as may be provided in the Agreement and in the SEBI Regulations.

Non-diversification risks: This risk arises when the Portfolio is not sufficiently diversified by investing in a wide variety of instruments, However, the Portfolio Manager will attempt to maintain a diversified portfolio in order to minimize this risk.

No Guarantee: Investments in Securities are subject to market risks and Portfolio Manager does not in any manner whatsoever assure or guarantee that the objectives will be achieved. Further, the value of the Portfolio may increase or decrease depending upon various market forces and factors affecting the capital markets such as de-listing of Securities,

	
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market closure, relatively small number of scrips accounting for large proportion of trading volume. Consequently, the Portfolio Manager provides no assurance of any guaranteed returns on the Portfolio.

India-related Risks Political, economic and social risks: Political instability or changes in the government could adversely affect economic conditions in India generally and the Portfolio Manager's business in particular. The Portfolio Entity's business may be affected by interest rates, changes in government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

Since 1991, successive governments have pursued policies of economic liberalization and financial sector reforms. Nevertheless, the government has traditionally exercised and continues to exercise a significant influence over many aspects of the economy. Moreover, there can be no assurance that such policies will be continued and a change in the government's economic liberalization and deregulation policies in the future could affect business and economic conditions in India and could also adversely affect the Portfolio Manager's financial condition and operations. Future actions of the Indian central government or the respective Indian state governments could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions, prices and yields of the Portfolio Entity/ies.

Inflation and rapid fluctuations in inflation rates have had, and may have, negative effects on the economies and securities markets of the Indian economy. International crude oil prices and interest rates will have an important influence on whether economic growth targets in India will be met. Any sharp increases in interest rates and commodity prices, such as crude oil prices, could reactivate inflationary pressures on the local economy and negatively affect the medium-term economic outlook of India.

Legal and Tax risks



Tax risks: Changes in state and central taxes and other levies in India may have an adverse effect on the cost of operating activities of the Portfolio Entities. The government of India, state governments and other local authorities in India impose various taxes, duties and other levies that could affect the performance of the Portfolio Entities. An increase in these taxes, duties or levies, or the imposition of new taxes, duties or levies in the future may have a material adverse effect on the Client Portfolio's profitability. Furthermore, the tax laws in relation to the Client Portfolio are subject to change, and tax liabilities could be incurred by Client as a result of such changes.

Bankruptcy of Portfolio Entity: Various laws enacted for the protection of creditors may operate to the detriment of the PMS if it is a creditor of a Portfolio Entity that experience financial difficulty. For example, if a Portfolio Entity becomes insolvent or files for bankruptcy protection, there is a risk that a court may subordinate the Portfolio Investment to other creditors. If the PMS/Client holds equity securities in any Portfolio Entity that becomes insolvent or bankrupt, the risk of subordination of the PMS's/Client's claim increases.

Change in Regulation: Any change in the SEBI Regulation and/or other Applicable Laws or any new direction of SEBI may adversely impact the operation of the PMS.

Risks pertaining to Investments

Investment in Securities/Instruments



	
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- The Client Portfolio may comprise of investment in listed fixed income securities, listed debt securities/products and in case of such securities, the Portfolio Manager's ability to protect the investment or seek returns, liquidity may be limited.
- In case of in-specie distribution of the Securities by the Portfolio Manager upon termination or liquidation of the Client Portfolio, the same could consist of such Securities for which there may not be a readily available public market. Further, in such cases the Portfolio Manager may not be able transfer any of the interests, rights or obligations with respect to such Securities except as may be specifically provided in the agreement with Portfolio Entities. If an in-specie distribution is received by the Client from the Portfolio Manager, the Client may have restrictions on disposal of assets so distributed and consequently may not be able to realize full value of these assets.
- The Portfolio Manager will invest in securities listed on the stock exchange. In connection with such listing, the Portfolio Manager may be required to agree not to dispose of its securities in the Portfolio Entity for such period as may be prescribed under the Applicable Law, or there may be certain investments made by the Portfolio Manager which are subject to a statutory period of non- disposal and hence Portfolio Manager may not be able to dispose of such investments prior to completion of such prescribed regulatory tenures and hence may result in illiquidity.
- The Client Portfolio may be invested in listed securities and as such may be subject to the market risk associated with the vagaries of the capital market.
- The Portfolio Manager may also invest in Portfolio Entity/ies which are investment vehicles like mutual funds/trusts. Such investments may present greater opportunities for growth but also carry a greater risk than is usually associated with investments in listed securities or in the securities of established companies, which often have a historical record of performance.

Risks associated with investments in equity and equity linked securities

- Equity and equity related securities by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors.
- In domestic markets, there may be risks associated with trading volumes, settlement periods and transfer procedures that may restrict liquidity of investments in equity and equity related securities.
- In the event of inordinately low volumes, there may be delays with respect to unwinding the Portfolio and transferring the redemption proceeds.
- The value of the Client Portfolio, may be affected generally by factors affecting securities markets, such as price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the government, taxation laws or policies of any appropriate authority and other political and economic developments and closure of stock exchanges which may have an adverse bearing on individual securities, a specific sector or all sectors including equity and debt markets. Consequently, the Portfolio valuation may fluctuate and can go up or down.
- Client may note that Portfolio Manager's investment decisions may not always be profitable, as actual market movements may be at variance with anticipated trends.

Risks associated with investments in fixed income Securities/products

	
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Some of the common risks associated with investments in fixed income and money market securities are mentioned below. These risks include but are not restricted to:

Interest Rate Risk: As with all debt securities, changes in interest rates affects the valuation of the portfolios, as the prices of securities generally increase as interest rates decline and generally decrease as interest rates rise. Prices of longer-term securities generally fluctuate more in response to interest rate changes than do shorter-term securities. Interest rate movements in the Indian debt markets can be volatile leading to the possibility of large price movements up or down in debt and money market securities and thereby to possibly large movements in the valuation of portfolios.

Liquidity or Marketability Risk: This refers to the ease at which a security can be sold at or near its true value. The primary measure of liquidity risk is the spread between the bid price and the offer price quoted by a dealer. Liquidity risk is characteristic of the Indian fixed income market.

Credit Risk: Credit risk or default risk refers to the risk which may arise due to default on the part of the issuer of the fixed income security (i.e. risk that the issuer will be unable to make timely principal and interest payments on the security). Due to this risk, debentures are sold at a yield spread above those offered on treasury securities, which are sovereign obligations and generally considered to be free of credit risk. Normally, the value of a fixed income security will fluctuate depending upon the actual changes in the perceived level of credit risk as well as the actual event of default.

Reinvestment Risk: Investments in fixed income securities may carry reinvestment risk as interest rates prevailing on the interest or maturity due dates may differ from the original coupon of the bond. Consequently, the proceeds may get invested at a lower rate.



Rating risks: Different types of debt securities in which the Client invests, may carry different levels and types of risk. Accordingly, the risk may increase or decrease depending upon its investment pattern, for instance corporate bonds carry a higher amount of risk than Government securities. Further even among corporate bonds, bonds, which are AA rated, are comparatively riskier than bonds, which are AAA rated.

Price volatility risk: Debt securities may also be subject to price volatility due to factors such as changes in interest rates, general level of market liquidity and market perception of the creditworthiness of the issuer, among others (market risk). The market for these Securities may be less liquid than that for other higher rated or more widely followed Securities.

Investment and Liquidity Risks: Since the Portfolio may include a limited number of investments, poor performance by one or a few of the investments could severely adversely affect the total returns of the PMS.

Identification of Appropriate Investments: The success of the PMS as a whole depends on the identification and availability of suitable investment opportunities and terms. The availability and terms of investment opportunities will be subject to market conditions, prevailing regulatory conditions in India where the Portfolio Manager may invest, and other factors outside the control of the Portfolio Manager. Therefore, there can be no assurance that appropriate investments will be available to, or identified or selected by, the Portfolio Manager.


Regulatory Risks: The Portfolio Manager will operate as per the Applicable Laws, which provide for stringent investment conditions and compliance. If policy announcements or regulations are made subsequent to this offering, which require retrospective changes in the structure or operations of the Portfolio Manager, these may adversely impact on the Client Portfolio.

	
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Risks associated with investments in derivatives

- Derivative products are leveraged instruments and can provide disproportionate gains as well as disproportionate losses to the investor. Execution of such strategies depends upon the ability of the Portfolio Manager to identify such opportunities. Identification and execution of such strategies to be persuaded by the Portfolio Manager involve uncertainty and decision of the Portfolio Manager may not always be profitable. No assurance can be given that the Portfolio Manager shall be able to identify or execute such strategies.
- The risks associated with the use of derivatives are different from or possibly greater than, the risk associated with investing directly in securities and other traditional investments.
- As and when the Portfolio Manager on behalf of Clients would trade in the derivatives market there are risk factors and issues concerning the use of derivatives that investors should understand. Derivative products are specialized instruments that require investment techniques and risk analysis different from those associated with stocks and bonds. The use of a derivative requires an understanding not only of the underlying instrument but also of the derivative itself. Derivatives require the maintenance of adequate controls to monitor the transactions entered into, the ability to assess the risk that a derivative adds to the portfolio and the ability to forecast price or interest rate movements correctly. There is a possibility that loss may be sustained by the Portfolio as a result of the failure of another party (usually referred as the “counter party”) to comply with the terms of the derivatives contract. Other risks in using derivatives include the risk of mispricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices. Thus, derivatives are highly leveraged instruments. Even a small price movement in the underlying security could have a large impact on their value.
- The options buyer's risk is limited to the premium paid, while the risk of an options writer is unlimited. However, the gains of an options writer are limited to the premiums earned.
- The writer of a put option bears the risk of loss if the value of the underlying asset declines below the exercise price. The writer of a call option bears a risk of loss if the value of the underlying asset increases above the exercise price.
- The Portfolio Manager may invest in derivatives to hedge market risk. The parameters that the Portfolio Manager expects to follow while making transactions in derivatives are given below:
 - Quantum of exposure to derivatives: The notional value of derivatives shall not exceed 70% of the aggregate funds placed by the client.
 - Type of derivative instruments: Index Futures / Index Options
 - Objective of using above derivative instruments: To seek to reduce losses to Client Portfolio in the event of drop in NIFTY50 Index.
 - The Portfolio Manager shall obtain prior consent from the Client for making any change in the above parameters.
 - Investments in index futures face the same risk as the investments in a portfolio of shares representing an index. The extent of loss is the same as in the underlying stocks.

Risks associated with investments into securities of Associates/Related Parties

	
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- The associates/related parties providing services will have, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interests in allocating management time and other resources amongst the Portfolio Manager and such other projects and clients.
- Further, the Client Portfolio may be invested in listed securities of the associates/related parties and as such may be subject to the market risk associated with the vagaries of the capital market.

17. RISKS AND LOSSES

17.1 Losses arising out of any act, omission or commission of the Portfolio Manager under this Agreement will be solely at the risk of the Client and the Portfolio Manager will not be liable for any act of omission or commission or failure to act unless the same arises out of bad faith, gross negligence or fraud on part of the Portfolio Manager. The Portfolio Manager shall not be responsible for any losses arising to the Client out of any change or amendment or clarifications to the SEBI Regulations or any other Applicable Laws, which adversely affects the PMS operations in any manner whatsoever.

17.2 Subject to applicable taxation laws in force from time to time, the Portfolio Manager/Portfolio Entity/ies may deduct tax at source while effecting disbursements/payments of amounts interim or otherwise to the Client under this Agreement. Any tax arising on such disbursements shall be charged to the Client's account and shall be borne by the Client in full. The Portfolio Manager shall not undertake tax planning for the Client under this Agreement. If required by the Portfolio Manager, at its sole discretion, the Client shall have executed a valid, irrevocable power of attorney in favour of the Portfolio Manager or any other nominee(s) or agent(s) of the Portfolio Manager conferring inter alia powers to represent the Client before such revenue/taxation authority(ies) and comply with other requirements as envisaged in this Agreement. The Client agrees and undertakes to furnish any information, papers and documents as may be required by the Portfolio Manager in connection with tax incidence or implications thereof and also for the proper operation of the Client Portfolio thereto.



17.3 The Client shall not question any of the acts, deeds, omissions or commissions or things done or performed by the Portfolio Manager under good faith under this Agreement and the Portfolio Manager shall fulfill its duties and obligation, at its absolute discretion, without interference from the Client, their attorney(s) or authorized agent(s).

17.4 The Portfolio Manager will not be liable for any delay or default by the Portfolio Entity or any other related party in respect of issue, allotment or transfer of the Securities. The Portfolio Manager will also not be liable for any adverse material financial impact on the Client Portfolio upon the happening of any event beyond the control of the Portfolio Manager.

17.5 The provisions of this Agreement and the principal and returns on the Securities subscribed by the Portfolio Manager may be subject to force majeure and external risks such as war, natural calamities, policy changes of local / international markets and such events which are beyond the reasonable control of the Portfolio Manager. Any policy change / technology updates / obsolescence of technology would affect the investments made by the Portfolio Manager.

17.6 The Client clearly understands that investment in Securities entails a high degree of risk and there is no assurance by the Portfolio Manager about any minimum returns on the Client Portfolio's funds or even as regards preservation of capital. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in this Agreement and the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.

17.7 The Portfolio Manager shall be entitled to the use of derivative instrument such as index futures, stock futures and options contracts, or any other derivative instruments that are permissible under the SEBI Regulations and Applicable

	
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Laws. The risks associated with the use of derivatives are different from or possibly greater than, the risks associated with investing directly in securities and other traditional investments. Other risks include risk of mispricing or improper valuation and the inability of the derivative to correlate perfectly with underlying assets, rates and indices, illiquidity risk whereby the Portfolio Manager may not be able to sell or purchase derivative quickly enough at a fair price.

17.8 The Client agrees that investments in Securities involve certain considerations and significant risks. Accordingly, before deciding to avail the services of the Portfolio Manager hereunder, the Client confirms to have carefully studied the specific risk factors together with all the information contained in the Disclosure Document and confirms that they have sought and obtained independent investment and tax advice.

17.9 The Client further agrees that additional risks and uncertainties not presently known to the Portfolio Manager, or those risks currently deemed immaterial may also have an adverse impact on the Client in the future. Details of the key risk factors presently known are contained in this Clause 17, the Disclosure Document and Clause 16 hereto.

18. LIQUIDITY AND TRANSFER

18.1 The Client agrees that the Portfolio Manager, without assuming any liability or obligation, may at its absolute discretion, permit the Client to transfer the whole but not part of the Portfolio to any other Eligible Investor, subject to such Eligible Investor executing such documentation/writing as may be required by the Portfolio Manager. Any costs related to such transfer including stamp duty etc. shall be borne by the Client.

18.2 In the event a Client is desirous of transferring its Portfolio the Client shall first obtain the prior written consent of the Portfolio Manager and will give to the Portfolio Manager complete details of the proposed transferee. The Client agrees that the Portfolio Manager shall have the right to reject any transfer without assigning any reason whatsoever. The Client shall ensure that the proposed transferee complies with all the requisitions raised by the Portfolio Manager including requisitions raised with respect to "Know Your Client" norms under Applicable Law and as per the Portfolio Manager's requirements.



18.3 The Portfolio Manager shall be entitled to deduct any amounts due from the Client before considering an application for transfer by the Client.

18.4 Further, in the event the Portfolio Manager consents to any transfer as above, the Portfolio Manager will be entitled to impose such conditions as it deems fit and also determine the manner in which the transfer is to be affected and the documents that have to be executed for this purpose.

19. TERMINATION, PARTIAL WITHDRAWAL AND REPAYMENT

19.1 Subject to the terms of this Agreement and the SEBI Regulations, this Agreement may be terminated in the following circumstances:

- (i) By mutual consent of the Parties;
- (ii) By giving a notice of minimum 90 (ninety) days in writing by the Client to the Portfolio Manager;
- (iii) The Portfolio Manager reserves the absolute discretion to independently terminate this Agreement at any time by giving a written notice of not less than 30 (thirty) days to the Client and cause the Client to close all accounts with the

	
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Portfolio Manager. The Portfolio Manager shall also be entitled to immediately terminate the Agreement if the performance there of is prevented for any cause beyond there as on able control of the Portfolio Manager, including but not limited to war, flood, earth-quake, act of God, any act of government, policy changes which affect capital markets, policy change / technology upgrade / obsolescence of technology or any other cause beyond the control of the Portfolio Manager which could not have been fore seen or avoided by the exercise of due diligence.

(iv) Notwithstanding anything stated in Clause 19.1 (ii) and (iii) above, the Portfolio can be withdrawn or taken back by the Client, before the expiry

of this Agreement on account of the following reasons:



- (a) Voluntary or compulsory termination of business of the Portfolio Manager;
- (b) the suspension/termination of certificate of registration granted to the Portfolio Manager by SEBI and/or any other competent authority;
- (c) Bankruptcy or liquidation of the Portfolio Manager.
- (v) In event of the PMS account is not sufficiently funded or remains unfunded for a period of more than six months
- (vi) in the event of death, insolvency, dissolution or winding up of the Client during the currency of the Agreement, upon receipt of a notice, in writing of such an event or on determining that such an event has taken place, the Portfolio Manager may decide to cease operations of the Client's Portfolio, and the Agreement shall stand terminated with effect from the date of receipt of such notice by the Portfolio Manager in its sole discretion.

Notwithstanding anything stated in Clause 19.1(vi) above and subject to Applicable Law, in case of death of the Client who has appointed a nominee the nominee of the Client shall intimate Portfolio Manager of the death of the Client as soon as possible. Notwithstanding anything contained in Clause 19 of this Agreement, the nominee and the Portfolio Manager shall be entitled to discuss and decide the continuation of the services on terms and conditions mentioned herein. In the event the nominee decides to continue to engage the Portfolio Manager for the services in relation to the Portfolio Investments, a fresh power of attorney and an agreement shall be executed by such nominee in favor of the Portfolio Manager.

19.2 Subject to the terms of this Agreement and the SEBI Regulations, the Client may partially with draw funds/Portfolio by giving a minimum 60 (sixty) days advance notice in writing to the Portfolio Manager. Such withdrawal shall be subject to the provisions of this Agreement. In no circumstance, the partial withdrawal shall lead to Client holding less than the minimum investment amount as prescribed under the SEBI Regulations.

19.3 Termination of the Agreement and services thereunder, as per the terms of this clause shall result in immediate termination of the obligations under the corresponding Power of Attorney and Depository Account subject to documents received.

19.4 The Client agrees that any termination of the Agreement and/or withdrawal of any amount/s by the Client (except on expiry of the Term and/or in the circumstances laid down under Clause 19.1 (iii) or under Clause 19.1(iv) above), such termination/withdrawal would be subject to a fee to be charged by the Portfolio Manager as specified in Schedule "C" of this Agreement ("Termination Fee"). It is further clarified that if the Client does not continue to remain an Eligible Investor during the Term of this Agreement, including as contemplated in Clause 4.16 of the Agreement, then occurrence of such event shall amount to voluntary termination of the Agreement by the Client and subject to payment of Termination Fee.

	
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19.5 In the event of termination or cancellation or expiry of this Agreement, such cancellation, termination or expiry shall have no effect on the transactions executed before such cancellation, termination or expiry and parties shall have the same rights and obligations.



19.6 In the event the Client's account with the Portfolio Manager is held jointly by two or more persons (but not exceeding three), the account shall be terminated as above only upon the death/insolvency of all the joint account holders of that Client account. Provided further that, in case of death / insolvency of any one or more of the joint account holders, the Portfolio Manager shall not be bound to recognize any person(s) other than the remaining holders. In all such cases, on the execution of a letter of indemnity/other necessary documents by the first- named of such remaining account holders or the last survivor of such account holders, as the case may be, of the Portfolio and in case of death of all the holders, by the nominee and in the event of death/insolvency of all the account holders, shall result in automatic transfer of all the rights and liabilities of the deceased/insolvent Client in the favour of the first-named holder or last surviving holder or nominee or legal heir respectively. In all such cases, any payment under this Agreement shall be made to the first-named of such remaining account holders of the Portfolio. Payment to the first-named of such remaining account holders as per this Agreement shall discharge the Portfolio Manager of all liability towards the estate of any deceased account holder(s) and his / her / their successors / legal heirs. Notwithstanding anything contained in the Agreement, the Portfolio Manager shall be entitled to deal with the Portfolio upon the occurrence of death or insolvency of the Client in accordance with such advice as maybe received by the Portfolio Manager and as per Applicable Law.

Explanation: In case the Application Form specifies the holding of the Portfolio specified as 'Joint', any notice for termination of the Agreement or payment of Portfolio on termination or expiry of the Agreement or partial withdrawal during the term of the Agreement would have to be signed by all joint holders in the same order as registered with the Portfolio Manager.

19.7 Repayment

Repayment will be made in the name of first holder only against execution of necessary documents by all the joint holders.

19.7.1 The Portfolio Manager may, at its sole discretion, or on a request by the Client (in case of partial withdrawal of funds/Portfolio), choose to effect interim disbursements of amounts to the Client by selling a part of the Portfolio Investments ("Interim Disbursements"). The Portfolio Manager may at its sole discretion, also effect Interim Disbursements of dividend or interest accrued and realized in respect of the Client Portfolio, from time to time. The Portfolio Manager shall, upon termination of this Agreement or partial withdrawal of the funds/Portfolio by the Client, at its sole discretion, and subject to any permissible deductions, within 45 days from the date of receipt of request, arrange to deposit in the designated bank account the Net Realized Value (or the Net Realized Value of the partially withdrawn Portfolio, as the case may be), subject to the Client fulfilling all its obligations under the Agreement. The Portfolio Manager will be entitled to withhold from any distributions, amounts necessary to create, in its sole and absolute discretion, appropriate reserves for expenses and liabilities of the Portfolio, any entitlements as well as any required tax with holdings. In the event the Portfolio Manager is unable to dispose of any Securities or on a request by the Client, the Portfolio Manager shall make in specie distribution of Securities (or an in-specie distribution of partially withdrawn Portfolio, as the case may be) to the Client's demat account within 15 days from the date of receipt of request, subject to the Client fulfilling all its obligations under the Agreement and in making such in specie distribution the Portfolio Manager will have the right to determine the manner and the terms and conditions of such in specie distribution. In case of any corporate action or pending dues, the said funds/securities transfer would be settled within additional 15 days from the date of the settlement of the said corporate

	
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action. However, the timelines under this Agreement to comply with the aforesaid repayment shall not exceed regulatory timelines prescribed under SEBI Regulations, if any.

19.7.2 The termination of this Agreement/partial withdrawal of funds/Portfolio shall be subject to below deductions and till clearance/payment of the same, the Portfolio Manager shall have the right of lien on the Portfolio of the Client in respect there of:

- (a) Fees accrued and due to the Portfolio Manager till the date of termination of this Agreement (or fees accrued with respect to the partial withdrawal of the funds/Portfolio, on such date of withdrawal by the Client, as the case may be) in accordance with Schedule "C";
- (b) For the setting up of any reserves which the Portfolio Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Portfolio of the Client, including any tax demand that may be raised on the Portfolio Manager in respect of the Client Portfolio;
- (c) Expenses incurred for determining the Fair Market Value of the securities in case of in- specie distribution, including but not limited to the appointment of an independent auditor;
- (d) Any other dues, liabilities, obligations etc. owed by/due on account of the Client under this Agreement.

19.7.3 In case of in-specie distribution to the Client for the purpose of calculation of the Termination Fee and Performance Fee, all unlisted securities (if any) shall be valued at the Fair Market Value and all listed Securities shall be marked to market.

19.7.4 The Client hereby agrees and understands that any early termination of the Agreement/ partial withdrawal, prior to its expiry, may result in a devaluation of the Client Portfolio and agrees that the Portfolio Manager shall not be held responsible or liable on account of any losses arising out of such withdrawal/termination.

19.7.5 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any

Party hereto against the other Party hereto.



19.8 In the event that this Agreement is terminated for any of the reasons stated in the Agreement, the Client shall take or cause to be taken, all necessary steps to close and /or transfer all accounts maintained by the Client with the Portfolio Manager and/or any agents or sub-agents in relation to the services provided under this Agreement, within a period of 30 days from the date of termination.

19.9 The Portfolio Manager on termination, by disbursement through payment or otherwise, as provided here in above, subject to all the above recoveries, deductions and appropriations, would be validly discharged of all its obligations towards the Client or its nominee(s), as the case may be, in respect of this Agreement.

19.10 On termination, the Portfolio Manager shall also give a detailed statement of account to the Client reflecting the affairs of the Client as of the termination date, as per Clause 15 here of, and settle the account of Client as specified in this Agreement.

19.11 The termination or purported termination of this Agreement shall be without prejudice to any claim or right of action previously accrued to any Party

hereto against the other Party here to.

	
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19.12 Notwithstanding any other provisions of this Agreement, to the extent the Portfolio Manager may be required by law to withhold or to make tax payments on behalf of or with respect to any Client, the Portfolio Manager may withhold such amounts and make such tax payments as so required.

20. PROTECTION OF ACTS DONE IN GOOD FAITH

The Portfolio Manager shall not be under any liability on account of anything done or omitted to be done or suffered by the Client in good faith in accordance with or in pursuance of any request or advice of the Portfolio Manager or any committee of the Portfolio Manager or any of its agents.

21. ACCEPTANCE OF CERTIFICATE

The Portfolio Manager may accept as sufficient evidence of the value of any investment or the cost price or sale price thereof, or of any stock exchange quotation or of any other fact within its competence, a certificate by a stock broker or other professional person approved by the Portfolio Manager for this purpose.

22. PORTFOLIO MANAGER MAY RELY ON ADVICE

Subject to and to the extent permitted under Applicable Laws, the Portfolio Manager may act upon any advice of or information obtained from any bankers, accountants, brokers, lawyers, valuers, professionals, agents and the Portfolio Manager shall not be bound to supervise the acts of any such persons nor be bound to verify the advice or information obtained therefrom (subject to Applicable Laws) and the Portfolio Manager shall not be liable for anything Bonafide done or omitted or suffered in reliance upon such advice or information.



23. LIMITATION OF CLIENT'S RIGHTS AND OBLIGATIONS

23.1 In no event shall the Client have or acquire any rights against the Portfolio Manager except as expressly conferred on such Client under this Agreement, nor shall the Portfolio Manager be bound to make any payment to the Client, except out of funds held by it for the Client and in accordance with the provisions of this Agreement.

23.2 The liabilities of the Client arising out of this Agreement shall be limited to the extent of the Capital Contribution and any gains arising out of the Portfolio Investments made under this Agreement.

24. INDEMNITY TO PORTFOLIO MANAGER

24.1 Without prejudice to the right of indemnity available to the Portfolio Manager under Applicable Laws, the Portfolio Manager, its partners, officers, agents, affiliates, advisors delegates of the Portfolio Manager, Custodians and every person appointed by the Portfolio Manager ("Indemnified Parties") shall be entitled to be indemnified out of the Client Portfolio with respect to all liabilities, losses and expenses incurred by it/them in providing the services under this Agreement or any of the powers, authorities and discretions vested in it/them pursuant to this Agreement and against all actions, proceedings, costs, claims, and demands in respect of any matter or thing done or omitted in any way in relation to this

	
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Agreement, and the Portfolio Manager shall have a lien on and may retain any funds and/or Securities in the hands of the Portfolio Manager, necessary to effect such indemnity.

24.2 The Indemnified Parties shall not be liable to the Client for any mistake, error of judgement or loss suffered by the Client in connection with the subject matter of this Agreement or any matter or thing done or omitted to be done by the Indemnified Parties in pursuance thereof (including, in particular, but without limiting the foregoing, any loss following or arising out of any failure to effect or any delay in effecting any transaction, any loss, delay, mis-delivery or error in transmission of any communication or of the bankruptcy or insolvency or of a failure to pay by any bank, institution, country, governmental department, authority, company or person with whom or in which the moneys of the Client are from time to time invested or deposited or which is a counterpart to an investment transaction or generally in relation to the purchase, holding or sale of investments) unless such loss, prejudice or disadvantage arises from gross negligence, bad faith, fraud or willful default in the performance or non-performance by the Indemnified Parties.

24.3 The Client shall indemnify and keep indemnified the Indemnified Parties from and against any charges arising out of payment of stamp duties or any taxes, including income tax, goods and services tax and other direct taxes incurred by or levied on the Indemnified Parties while acting as an agent of the Client. The Portfolio Manager shall have a lien on the Portfolio of the Client, returns thereon and the exclusive right thereof for the purpose of indemnifying as aforesaid and reimbursing all unpaid dues (including without limitation, fee, charges, taxes etc.) in connection with the management, operation and administration of the Portfolio.

24.4 The Indemnified Parties will be indemnified within the funds deployed by the Client, against any liability incurred by them for defending any

proceedings, whether civil or criminal for which judgement is given in its favour or in which they have been acquitted or discharged by the court.



25. ALTERATION

The Portfolio Manager shall not, at its sole discretion, be entitled, at any time, to alter, vary, change or amend all or any of the terms and conditions of this Agreement including fees and charges contained herein (as may be applicable basis the Investment Approach(es) chosen by the Client) except with the written consent of the Client and thereupon, such altered, varied, changed or amended terms and conditions shall prospectively apply as if the same were expressly incorporated herein . If any policy announcements/ regulations/directions are made subsequent to entering into this Agreement, which require retrospective changes in the structure, investment strategy, terms of the Agreement etc., these would be compulsorily carried out by the Parties and the Client would agree to be bound by such requisite changes.

26. ASSIGNMENT

26.1 The Client shall not assign this Agreement or any part thereof to any third party except with the express prior written consent of the Portfolio Manager.

26.2 Subject to Applicable Laws, the Portfolio Manager may assign its rights or obligations hereunder to any other company, person, firm or institution acceptable and approved by SEBI by executing an instrument in writing whereby it shall assume the obligations of the Portfolio Manager hereunder and thereafter such assignee/successor may exercise all

	
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of the powers and enjoy all of the rights and be subject to all the duties and obligations of the Portfolio Manager hereunder as fully as though originally named as a party to this Agreement.

27. NOTICE, INSTRUCTIONS AND COMMUNICATIONS

27.1 Notice

27.1.1 Any notice and other communication given pursuant to this Agreement must be in writing and either (a) delivered personally or by overnight courier, or (b) sent by tele facsimile or other similar facsimile transmission, or (c) sent by registered mail; or (d) sent by electronic mail; to the addresses of the Parties as provided.

27.1.2 All notices and other communications required or permitted under this Agreement that are addressed as provided in this Clause will (a) if delivered personally or by overnight courier, be deemed given upon delivery; (b) if delivered by facsimile or similar facsimile transmission, be deemed given when electronically confirmed; (c) if sent by registered or certified mail, be deemed given when received; and if sent by electronic mail, be deemed given when electronically confirmed. Any communication sent by facsimile or other electronic transmission may be followed by a hard copy of the same. Any Party from time to time may change its address for the purpose of notices to that Party by giving a similar notice specifying a new address, but no such notice will be effective until it is actually received by the Party sought to be charged with the contents thereof.

27.2 Instructions



The Portfolio Manager may rely and act on any instruction or communication which purports to have been given (and which is reasonably accepted as having been given) by or on behalf of any person notified by the Client from time to time as being authorized to instruct the Portfolio Manager in respect of the Client Portfolio and in writing, unless the Portfolio Manager shall have received written notice to the contrary, whether or not the authority of any such person shall have been terminated.

27.3 Communications

27.3.1 The Portfolio Manager shall furnish statements, correspondences, reports, etc pertaining to the account (collectively "Statements") on its website under client login and Client hereby agrees to download and view the statements from the client log in from time to time. Moreover the Portfolio Manager may share the statements via e-mail to the Client, in case the Client has provided an e-mail address to the Portfolio Manager and/or the Distributor/Advisor or Client's authorized representative. However, if the Client wishes to receive Statement otherwise than by e-mail, he/she may request the Portfolio Manager in writing for the same. In case the Client experiences any difficulty in accessing the electronically delivered Statements, the Client should promptly advise Portfolio Manager to make the delivery through alternative means. Failure to advise the Portfolio Manager of such difficulty within 24 (twenty-four) hours of receiving the e-mail will serve as an affirmation regarding the acceptance by the Client of the Statement and will be a valid discharge of Portfolio Manager's responsibility to deliver Statements under this Agreement.

27.3.2 The Client shall ensure the Portfolio Manager is forthwith intimated about any changes in Client's e-mail address or any other correspondence details.

27.3.3 The Client understands that any communication/ Statement sent via the internet, diskettes or any other method over public lines is not encrypted, and these transmission methods are therefore not secure means of transmission of

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information. The Client acknowledges and accepts that such unsecured transmission method involves the risk of possible unauthorized alteration and/or unauthorized use of communication. The Client agrees to exempt the Portfolio Manager from any and/ or all responsibility of any misuse of communication, and to hold the Portfolio Manager harmless for any cost or loss that the Portfolio Manager may incur due to any error, delay or problem in transmission or otherwise caused by internet, diskettes, or any method over public lines as a means of transmission not attributable to any act or omission of the Portfolio Manager.

28. SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations under this Agreement of the parties are not/will not be materially and adversely affected thereby, (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such provision had never comprised a part here of; (c) the remaining provision of this Agreement will remain in full force and effect and will not be affected by the striking down of such provision or by its severance here from; and (d) the parties shall with due promptitude and in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante. And in any other event if by reason of striking down of such provision, the rights of any Party are materially and adversely affected then in such event the Parties shall, in good faith, agree upon a suitable alternative provision restoring to the extent possible the status quo ante, failing which the provisions relating to the termination of this Agreement would come in to force.

29. WAIVER

Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof. Such waiver must be in writing and must be executed by an authorized officer of such party. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on any other occasion.



30. ENTIRE AGREEMENT

This Agreement supersedes all prior discussions, information, writings, memorandums, brochures, marketing materials, presentations and documents exchanged and Agreements between the Parties with respect to the subject matter of this Agreement, and this Agreement is the sole and entire Agreement between the Parties here to with respect to the subject matter hereof.

31. GRIEVANCE REDRESSAL AND DISPUTE SETTLEMENT MECHANISM

31.1 This Agreement is subject to the rules and regulations as are or may be framed/issued by the Central Government, RBI, SEBI and/or any other statutory/or competent authority, from time to time.

31.2 Grievance Redressal: The personnel/s of the Portfolio Manager as listed out in the Disclosure Document will attend to and address any Client query / concern / grievance in accordance with the grievance redressal mechanism stated in the Disclosure Document and Applicable Laws.

	
Signature of 1 st Authorised Signatory	Signature of 2 nd Authorised Signatory
Name of 1 st Authorised Signatory	Name of 2 nd Authorised Signatory

31.3 If the grievance is not redressed satisfactorily by the personnel/s of the Portfolio Manager, the Client may, in accordance with the SCORES guidelines, escalate the same through the SCORES Portal at <https://scores.sebi.gov.in/> post which SEBI may forward the complaint to the Portfolio Manager and the Portfolio Manager will suitably address the same. However, Parties shall at all times be bound by the provisions of this Agreement during the continuance of grievance redressal process which shall include the effects of acts done in good faith and all risk or losses arising out of normal business practices.

31.4 After exhausting the aforesaid mentioned options for resolution of the grievance, if the Client is still not satisfied with the outcome, he / she / they can initiate dispute resolution mechanism that includes mediation and / or conciliation and / or arbitration, through the Online Dispute Resolution Portal (ODR Portal) at <https://smartodr.in/login> in accordance with the procedure specified by SEBI. The Client can also directly initiate dispute resolution through the ODR Portal if the grievance lodged with the Portfolio Manager is not satisfactorily resolved at any stage of the subsequent escalations mentioned above.

32. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by the laws of India. The courts of Jaipur shall have exclusive jurisdiction to adjudicate upon the claims of the parties.



33. CONFIDENTIALITY

33.1 Each Party agrees that any information obtained by such Party (the "Receiving Party") which is, or would reasonably be perceived to be, proprietary to any other Party hereto (the "Designated Party") or otherwise confidential, will not be disclosed without the prior written consent of the Designated Party; provided that any information shall not be deemed proprietary or confidential if (i) such information is now or subsequently becomes generally known or available by publication, commercial use or otherwise, through no fault of the Receiving Party; (ii) such information was previously known by the Receiving Party at the time of disclosure from a source other than the Designated Party without violation of an obligation of confidentiality;

(iii) such information is independently developed by the Receiving Party without the use of any confidential or proprietary information; (iv) such information is required by the Receiving Party to be disclosed in course of its day to day affairs and business; or (v) the Designated Party agrees in writing that such information may be disclosed by the Receiving Party.

33.2 Notwithstanding Clause 33.1 above (i) the Portfolio Manager may disclose any information pertaining to the Client to its agents, brokers, Custodians and any other service providers engaged by the Portfolio Manager for assisting it in providing the portfolio management services hereunder; (ii) each Party may disclose such information as required under Applicable Laws.

33.3 It is hereby clarified that all documents, information, and advice provided by the Portfolio Manager for the purpose of meeting its obligations under the terms of this Agreement shall remain the proprietary information of the portfolio manager. Any misuse of such information for the purpose of undue gains shall tantamount to a breach of this clause and entitle the portfolio manager to remedies under the Applicable Law.

	
Signature of 1 st Authorised Signatory	Signature of 2 nd Authorised Signatory
Name of 1 st Authorised Signatory	Name of 2 nd Authorised Signatory



34. NO EXCLUSIVITY

The Client understands and agrees that the services provided by the Portfolio Manager here under are not exclusive and that the Portfolio Manager shall

be entitled to provide similar services to any other Person, without any liability whatsoever to the Client.

35. PARTNERSHIP OR AGENCY

Nothing in this Agreement shall be deemed to constitute a partnership, association of persons, body of individuals, trust, joint venture or any other taxable and/or legal entity in terse between the Parties hereto and any such similar agreement(s) entered into between the Portfolio Manager and other clients.

	
Signature of 1 st Authorised Signatory	Signature of 2 nd Authorised Signatory
Name of 1 st Authorised Signatory	Name of 2 nd Authorised Signatory

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS ON THIS AGREEMENT INCLUDING THE SCHEDULE OF FEES AND THE APPLICATION FORMING PART THEREOF TO BE SIGNED IN DUPLICATE AT THE PLACE ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.



(Client Signature) Client Name (1st Authorised Signatory) : _____

(Client Signature) Client Name (2nd Authorised Signatory) : _____

For Portfolio Manager

For Tradeswift Broking Private Limited.
Authorised Signatory

Signed by:

Seal/Stamp of the intermediary

Witnessed by:

Name of Witness: _____

Name of Witness: _____

SCHEDULE A POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME I/WE, _____ **AND**
_____ an individual/ partnership firm/
company/ HUF/ others having its registered office at/ residing at _____

(hereinafter referred to as the "Client" which expression, shall unless repugnant to the context or meaning thereof, be deemed to include its/ his/ her/ their respective heirs, executors, administrators, successors and permitted assigns) hereby sign this power of attorney ("POA") on this _____ day of (**Month**) YYYY.

WHEREAS:

Tradeswift Broking Private Limited, a company incorporated under the Companies Act, 1956 having CIN No. U67120RJ1996PTC023722 and having its registered office at 4th Floor, Baid House, 1- Tara Nagar, Ajmer Road, Near Civil Lines Metro Station, Jaipur-302006 (Raj) (hereinafter referred to as the "Portfolio Manager" or "PM" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors and assigns) is duly authorised by Securities and Exchange Board of India (hereinafter referred to as "SEBI") to provide Portfolio Management Services vide Registration No. INP000008446 dated December 13,2023.

AND WHEREAS the Portfolio Manager has agreed to provide Portfolio Management Services in the name of Tradeswift Broking Private Limited and I/We, being the Client have agreed to avail the services under the Discretionary Portfolio Management Agreement dated DD / MM / YYYY ("Agreement").

NOW THESE PRESENTS WITNESS for me/us and on my/our behalf and on behalf of the survivor of me/us in my/our name and in the name or names of my/our survivor(s)/nominee(s), do hereby nominate, constitute and appoint the Portfolio Manager acting through any of its officers as my/our true and lawful attorney (hereinafter referred to as "Attorney") to do all or any of the following acts, deeds and things in relation to and concerning the funds, monies, amounts placed by us with or given to the Portfolio Manager in respect of the portfolio management.



(Client Signature)



(Client Signature)



(Portfolio Manager)

SCHEDULE A

POWER OF ATTORNEY

1. To do all such acts, things, deeds and to give all such instructions whatsoever concerning the sale/ purchase of Securities, receipt/ payment of investment amount and make discretionary investment and/or reinvestment and/or disinvestment decisions regarding all or any assets, funds, Securities or monies etc. forming part of my portfolio and to give effect to such investment and/or reinvestment decisions as I/ we myself/ ourselves would have if I/ we were personally present.

The term "Securities" shall include shares, scrips, stocks, bonds, convertible debentures, debentures stock, equity linked instruments, exchange traded funds, or other marketable securities of a like nature in or of any incorporated company or other body corporate, units issued by mutual funds, units or any other instrument issued by any collective investment scheme to the investors in such schemes rights or interest in securities and such other instruments as may be defined in The Securities Contracts (Regulation) Act, 1956.

2. To make necessary application(s) on my/our behalf to banks, any authorities in India and particularly to the Central Government, SEBI and/or Reserve Bank of India in connection with my / our purchase/sale/transfer/holding and continuing to hold Securities and to represent me in all respects before such authority or authorities and establish without encumbrance the ownership of the Securities in my name. The Attorney shall have the sole authority to open and operate fully the bank accounts and carry out all banking transactions such as issue of cheques/ drafts, debiting/ crediting the account/ transfer monies, making RTGS and NEFT transactions, etc. and to otherwise operate the bank accounts with full authority. The Attorney shall also have the authority to close the said bank account.
3. To avail all banking facilities including but not limited to net banking, phone banking and obtain secret passwords and one time passwords, PIN, TIN, etc. as may be required for operational convenience and if required, to execute all requisite documents including indemnities and to enter into, make, sign and seal agreements, deeds and documents on behalf of the Client as may be necessary or proper in the opinion of the Attorney.
4. To appoint, nominate, engage and instruct brokers, custodians, depository participants, advisors and/or agent of other intermediary in relation to the services agreed to under the Agreement executed including but not limited to effecting purchase, sale and transfer of the Securities and to enter into agreements and deal with them for the same and share information with them as required or deemed fit for the purpose of rendering portfolio management services.
5. To acquire by subscribing to or by purchase of Securities and to sell, redeem, deliver, transfer and endorse the Securities or redeem the same through signing and to execute all transfer deeds whether as transferor or transferee and such other instruments, application and papers as may be necessary for the purpose of acquiring or transferring /redeeming the same, marking pledge on such securities and/or for transferring the investments in the units of mutual fund from one scheme to another or between mutual funds, including to enter into foreign transactions required for this at the Portfolio Manager's own discretion for and on behalf of me/ us.
6. At its sole discretion, to hold / trade Securities contributed by the Client as initial investment in accordance with the Portfolio Management strategy adopted by the Portfolio Manager and balance the value of the investments to the required value of the assets under management (AUM).
7. For the purpose of the aforesaid to sign contracts, agreements, transfers, acceptances, receipts, acquittance or other instruments, documents and forms, to accept and carry out correspondence with such person(s) or authority/authorities or department(s) and to do all lawful acts requisite for effecting the same.
8. To give instructions to the custodian or any other authorised agent to acquire by subscription, purchase or otherwise, any Securities; to sell, transfer, endorse or deliver any Securities now standing in my/our name or to be hereafter acquired and to sign and execute all transfer deeds, forms, applications or such other instruments, documents and papers as may be necessary for the purpose of acquiring or transferring the Securities in my/our name, selling the Securities held in my/our name.



(Client Signature) (9A)



(Client Signature) (9B)



(Portfolio Manager) (4P)

SCHEDULE A

POWER OF ATTORNEY

9. To make application for, or to renounce and sign renunciation forms in respect of bonds/debentures, rights shares and additional shares of any company/body/authority and to receive and hold such rights or additional shares, bonds or debentures at the discretion of the Portfolio Manager.
10. To open depository account with Depository Participant with such correspondence address as the Portfolio Manager may think fit for the Portfolio.

To operate designated depository account and make applications/issue instructions to the relevant authorities for and to dematerialise and/or rematerialise the Securities and to give delivery/receipt instructions, to give pledge instructions/pledge closure instructions, lending and borrowing instructions and to do all such other things that may be necessary in the course of business relating to management of Portfolio.
11. To make application(s) to companies or corporate bodies for splitting, consolidation, redemption, conversion of the Securities.
12. To manage and make investments and reinvestments of all or any funds or monies forming part of my/our funds/assets and for that purpose buy, sell, transfer and otherwise deal in any other Securities forming part of my/our assets.
13. To periodically issue orders and instructions for the acquisitions and disposal of investments for and on behalf of myself/ourselves and to purchase or otherwise acquire, sell or otherwise dispose of and invest in Securities to maintain the balance in my portfolio, including investment foreign securities s required for this purpose.
14. To enter into, execute, deliver and amend all contracts, agreements, and other undertakings as may be required, necessary or advisable or incidental to the carrying out of the objectives of the Agreement.
15. To open and/or close a custodian account or to hold in safe custody (either in the Portfolio Manager's own account or by outsourcing this activity to a custodian) the investments and all the documents of title to or evidencing ownership of the investments and to procure those of the investments in respect of which registration shall be necessary in order to perfect the transfer thereof and shall as soon as practicable after the receipt of the necessary documents as may be deemed appropriate by the Attorney.
16. To open, close and operate an account with the professional clearing member.
17. To appoint, nominate or engage any broker(s) and/or agent(s) for effecting purchase and sale of the Securities and to sign and submit such documents as may be required for my/our admission as a client of such broker/agent.
18. To issue and administer the instructions to the stock brokers, agents, and other representatives acting for and on behalf of me/us.
19. To appoint any other agent or sub-agent and to delegate all or any of the powers given herein to such a person, generally to do and perform and execute all such other acts, deeds, instruments, matters and things for and on behalf of me/us as may be necessary, proper, convenient or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we myself/ourselves could do if personally present and I/we ratify and confirm and agree and undertake to ratify and confirm whatsoever my/our said Attorney shall lawfully do or cause to be done by virtue of these presents.
20. To appoint and issue such instructions to any auditors for the purpose of auditing my/our accounts.



(Client Signature) (10A)



(Client Signature) (10B)



(Portfolio Manager) (5P)

SCHEDULE A

POWER OF ATTORNEY

21. To demand, receive and give good and effectual receipt(s) and discharge(s) for all and any dividend, interest, bonus or any other sum(s) and/or income or corporate actions arising from the Securities, and to sign and endorse pay orders, dividend or interest warrants or certificates in respect of the demand and receive all debts, sums of money, principal interest, dividend or other dues of whatever nature or account which are now or at any time may be due, payable and belong to me/us on any account(s).
22. To execute and issue indemnity bonds to third parties on account of any work relating to my/our business on such conditions as may be agreed upon between myself/ourselves, or Attorney and the third party.
23. To pay call money on shares, demand, collect, receive, all monies, amounts realised from sale, transfer, surrender of any Securities, as also all interest, dividend accrued, payable or due and invest/reinvest the same in any other securities/deposits/units of mutual funds upon such items that my Attorney may deem fit in the circumstances.
24. To negotiate with any person whether body corporate or otherwise and effect the purchase/ sale of Securities on such terms and at such price as the said Attorney consider best under the circumstances.
25. To give or join in giving notice for calling an extraordinary general meeting of any Company on requisition in accordance with Section 100 and/or other applicable provisions of the Companies Act, 2013.
26. To attend, vote and otherwise act as attorney or proxy at meetings of the members, creditors, debenture holders of any company in which such Securities are acquired or held pursuant to this authority for and on my/our behalf.
27. To compound and accept part in lieu and in satisfaction of the whole of or compromise any sum of money hereafter owing to or payable to me/us or any other claim or demand which I/we have or may have against any person or persons or to grant an extension of the time for payment or satisfaction thereof upon such terms as may be deemed proper either with or without taking security for the same.
28. To appoint and employ agents, including chartered accountants, advocates, or other legal practitioners, overseers, receivers or other persons at such remuneration by way of fees, salary, commission or otherwise as the above-named Attorney may think proper and to dismiss and discharge them from time to time and to employ or appoint any other in their stead.
29. To liaise with any bank for the purpose of purchase, sale or transfer of securities and to represent me/us in all dealings to the bank and to give instructions to the bank for payment for Securities.
30. To make the investment(s) in term deposits in one or more scheduled commercial bank(s) and to foreclose, renew, receive proceeds on maturity or in any other manner and to apply such term deposits for the purpose of meeting any margin requirement of any recognised stock exchange in India.
31. To commence, prosecute, enforce, defend, answer, verify, sign, execute or oppose any suit, complaints, appeals, affidavits, statements, vakalatnamas or other legal proceedings to be filed, instituted or commenced in connection with my portfolio matters in which I/we may be or may hereafter be interested.
32. In all such proceedings and for such purposes, to enter into a compromise or refer the dispute to arbitration or abandon any claim or submit to judgment or become non-suited in all such proceedings whether pending or not.
33. This POA given under my/our hand is irrecoverable by me/us during the tenure of my/our Portfolio Account with the Portfolio Manager, in accordance with the terms and conditions of such portfolio(s)/scheme(s)/ statutory regulations.



(Client Signature) (11A)



(Client Signature) (11B)



(Portfolio Manager) (6P)

SCHEDULE A
POWER OF ATTORNEY

34. To open, close and operate bank account/s including but not limited to pool account/s. The said Bank account be operated only by the authorised signatories appointed by the Portfolio Manager from time to time.
35. Generally to do, perform and execute all such other acts, deeds, instruments matters and things for and on behalf of me/us as may necessary proper or expedient to be done and in and about the premises as fully and effectually to all intents and purposes as I/we would do if personally present and I/we ratify and agree and confirm whatsoever the Attorney shall lawfully do or cause to be done by virtue of these presents.

I/we do and confirm and agree to ratify and confirmation and whatsoever acts, deeds, matters and things done or cause to be done by the Attorney or his substitute by virtues of these presents.

It is hereby clarified and declared that the Attorney being a body corporate, the power herein above granted may be exercised by any of its agents or employees to whom the Attorney may delegate any of the powers aforesaid and accordingly the Attorney may appoint and remove any subagent or Attorney from time to time as it may consider appropriate.

This power of attorney above shall continue to subsist after the death / dissolution of the Client for a period of 30 (thirty) days from the date on which Portfolio Manager is informed of the death /dissolution of the Client by the legal representative of the Client and Portfolio Manager shall be entitled to continue to act under the terms of this power of attorney.

This instrument shall be subject to the exclusive jurisdiction of the Courts in Jaipur, Rajasthan alone.



(Client Signature) (12A)



(Client Signature) (12B)



(Portfolio Manager) (7P)

SCHEDULE A
POWER OF ATTORNEY

IN WITNESS WHEREOF I / We the client herein has/have hereunto set my/our hand(s) at _____ on this DD day of (Month) Y Y Y Y.

First Applicant



(Client's Signature) (13A)

Name : _____

Date :

--	--	--	--	--	--	--	--	--	--

Second Applicant



(Client's Signature) (13B)

Name : _____

Date :

--	--	--	--	--	--	--	--	--	--

Witness for Power of Attorney



Signature (2W)

Name : GANGA SINGH TANWAR

Date :

--	--	--	--	--	--	--	--	--	--



Signature (2W)

Name : ANKUSH KUMAR GUPTA

Date :

--	--	--	--	--	--	--	--	--	--

For and on behalf of Tradeswift Broking Private Limited



Signature (8P)

Name : _____

Date :

--	--	--	--	--	--	--	--	--	--

Place : _____

Seal/Stamp of the intermediary

SCHEDULE C

PORTFOLIO MANAGEMENT FEES

APPLICATION OF THE CLIENT: INVESTMENT APPROACH SELECTED AND AGREED APPLICABLE FEES.

To
Tradeswift Broking Private Limited
 Registered Address: 4th Floor, Baid House, 1-Tara Nagar,
 Ajmer Road, Jaipur-302006 (Rajasthan)

Dear Sir

I/ We wish to avail the Discretionary Portfolio Management Services as offered by Tradeswift Broking Private Limited as a portfolio manager. I/ We wish to inform you that I/ We have read and understood the contents of the Disclosure Document along with enclosed certificate in Form C as specified in the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 and provided to me/ us at least two (2) days prior of entering into the Portfolio Management Service Agreement. I/ We am/ are enclosing herewith the documents/ agreements as required for registering as a client for availing the Portfolio Management Services.

I/ We hereby place Rs. _____/-

Rupees _____ Only)

Bank Payment Details:
Bank & Branch Name: _____
Cheque No. _____ Cheque Date: _____
RTGS Transaction No. _____ RTGS Date: _____

AND/ OR

List of Securities as detailed Below

Sr. No.	Name of Security	Quantity
1.		
2.		
3.		

(Please attach separate list of securities, if required)

As initial corpus under the Discretionary Portfolio Management in the following Product(s).

Investment Approach	Dynamic Gems Allocation Amount: _____
	Sparkling Gems Allocation Amount: _____
Investment Option	Lumpsum

* You are strongly advised to remit funds, in line with your allocation, directly to the designated bank account(s) of the relevant Investment Approach. If funds are remitted to a single bank account, the Portfolio Manager will, upon receipt, apportion and transfer such funds to the designated bank account(s) of the relevant Investment Approach(s) as per your allocation.

Particulars	Year											
	1	2	3	4	5	6	7	8	9	10	11	12
Fixed Management Fee												
Hurdle Rate												
Performance Fee												
Exit Load				-	-	-	-	-	-	-	-	-

AS PER TARIFF SHEET SIGNED AND
ENCLOSED

First Applicant

Second Applicant



(Client's Signature) (14A)



(Client's Signature) (14B)

SCHEDULE -C

PORTFOLIO MANAGEMENT FEES

Minimum Investment	INR 50,000,00/-
Suitability	For investors with moderate/high risk appetite and investment horizon over a period of 3 to 5 years and above.
Charges on Actual Basis.	Custody charges, DP charges, brokerage & transaction costs, registrar fee, notary charges, stamp duty charges, audit fees, certification & professional charges, service-related expenses like courier expenses, stamp duty, Goods and Services Tax, postal, telegraphic any other out of pocket expenses as may be incurred, incidental and ancillary expenses, etc.
Taxes as applicable	GST and other statutory levies including stamp duty charges on the agreement, as per the law.
Exit Terms	2% of NAV - If Exit before 12 months 1.5% of NAV - If Exit before 24 months 1% of NAV - If Exit before 36 months NIL - If Exit after 36 months
Performance Fee	<i>As per Table-A</i>

* Performance shall be computed on the basis of high-water mark principle over the life of the investment for charging of performance/ profit sharing fee. High Water Mark shall be the highest value that the portfolio/account has reached. Value of the portfolio for computation of high watermark shall be taken to be the value on the date when performance fees are charged. The performance fees will be charged on crossing of Hurdle Rate of the NAV of Portfolio. For the purpose of charging performance fee, the frequency shall not be less than quarterly. The portfolio manager shall charge performance-based fee only on increase in portfolio value in excess of the previously achieved high water mark.

Terms & Conditions:

- a) Fee Schedule is an integral part of Portfolio Management Service agreement and should be read in conjunction with Portfolio Management Service agreement.
- b) Fixed Management Fee & Incidental Charges will be calculated on daily closing asset under management and will be charged monthly in arrears or on full withdrawal date whichever is earlier.
- c) Performance Linked Management Fee is charged by the Portfolio Manager to the Client for management of Portfolio at an agreed rate on returns generated (realized and unrealized). The fee is charged upon exceeding the hurdle rate specified in the Fees Schedule. The fee is computed on the basis of daily closing asset under management of the Portfolio (after adjusting for subscriptions and redemptions) and is charged on Financial year End/full withdrawal date whichever is earlier. In case of early withdrawal, the returns generated will be annualised for calculating the fees.
- d) Upon early termination of Portfolio Management Services, the Portfolio Manager shall be entitled to charge the client an Exit Load. The exit load charged shall not exceed SEBI permissible limits.
- e) The brokerage, Goods & Service Tax thereon, stamp duty, transaction charges, turnover charges and other expenses wherever incurred for purchase and sale of securities are charged on actual basis and are debited to the Client Portfolio as and when the same becomes due for payment.
- f) Audit Fee are charges paid to the Auditors for certification of Client Accounts. The Audit Charges are charged on actual basis and are debited to the Client Portfolio as and when the same becomes due for payment.
- g) All other applicable statutory levies including Stamp Duty, Securities Transaction Tax, and Goods & Services Tax on all fee & expenses heads etc. would be levied separately as per the prevailing rates from time to time. All the fees, charges, expenses and other levies would be directly debited and recovered from the Client Portfolio.
- h) In addition to the specific expenses mentioned above, the Client shall be charged expenses, charges and levies as incurred by Portfolio Manager in terms of Disclosure Document and Portfolio Management Services Agreement.
- i) Partial withdrawal will be allowed only if, the residual asset under management is above the minimum threshold prescribed by the portfolio manager and/ or as stipulated under the Regulations, as amended from time to time.



(Client Signature) (11A)



(Client Signature) (11B)

Table -A- (Performance Fee)

Fee Schedule	Fee Type		Management Fee (p.a)	Hurdle Rate (%)	Performance Fee above hurdle rate
Schedule “A”	Fixed + Variable	Less than 1 cr	1.75%	10.00%	20.00%
		Rs 1 cr upto 3cr	1.60%	10.00%	18.00%
		Rs 3 cr upto 5 cr	1.50%	10.00%	16.50%
		Greater than 5 cr	1.25%	10.00%	15.00%
Schedule “B”	Variable	Rs 50 lakh upto Rs 5 cr	Nil	0.00%	20.00%
		Greater than Rs 5 cr	Nil	0.00%	17.50%
Schedule “C”	Fixed	Rs 50 lakh upto Rs 5 cr	2.50%	N.A	Nil
		Greater than Rs 5 cr	2.00%	N.A	Nil



Please sign against the Fee Schedule Opted by you and strike off, which is not applicable

Declaration:



The Client is required to state in its own handwriting that "I/ We have understood the fees and charges structure of the Portfolio"

Please sign against the Fee Schedule Opted by you and strike off, which is not applicable



Schedule "A"

 (Client Signature) (11A)	 (Client Signature) (11B)
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Schedule "B"

 (Client Signature) (11A)	 (Client Signature) (11B)
---	---

Schedule "C"

 (Client Signature) (11A)	 (Client Signature) (11B)
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SCHEDULE D

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

Most Important Terms and Conditions (MITC) for the clients of the Portfolio															
Name of the Portfolio Manager & SEBI Registration Number	TRADESWIFT BROKING PVT LTD INP000008446														
Contact details of Portfolio Manager	Phone : 0141-4050505 Email : pms@tradeswift.net														
Name of the Client (Details of all the holders)															
Distributor Name															
Service Opted by the Client	Discretionary <input checked="" type="checkbox"/> Non-Discretionary Advisory Co-Investment Services														
Amount Invested															
Date of PMS Agreement															
Risk Tolerance of the Client	<table border="0"> <tr> <td>Risk Profile</td> <td>Risk Tolerance</td> </tr> <tr> <td>Conservative</td> <td>Balanced</td> </tr> <tr> <td>Assertive Growth</td> <td>Aggressive Growth</td> </tr> <tr> <td>Very Aggressive</td> <td></td> </tr> <tr> <td></td> <td>Low</td> </tr> <tr> <td></td> <td>Medium</td> </tr> <tr> <td></td> <td>High</td> </tr> </table>	Risk Profile	Risk Tolerance	Conservative	Balanced	Assertive Growth	Aggressive Growth	Very Aggressive			Low		Medium		High
Risk Profile	Risk Tolerance														
Conservative	Balanced														
Assertive Growth	Aggressive Growth														
Very Aggressive															
	Low														
	Medium														
	High														
Strategy	Equity Debt Hybrid Multi Asset														
Investment Approach	Dynamic Gems Sparkling Gems														
Benchmark for the Investment Approach	Nifty multi asset index 2 for Dynamic Gems & BSE 500 TRI for Sparkling Gems														
Investment tenure/horizon	Medium to Long Term														
Related party investments	Allowed/Not allowed														
Fees & Charges including exit load, if any levied by the Portfolio Manager	As per the Fee schedule signed by the client.														
Details of bank and demat accounts where client's funds and securities are kept	<table border="0"> <tr> <td><input type="checkbox"/></td> <td>A/c No : 201028684126</td> <td><input type="checkbox"/></td> <td>A/c No : 44458270026</td> </tr> <tr> <td></td> <td>Bank Name : Indusind Bank Limited</td> <td></td> <td>Bank Name : State Bank of India</td> </tr> <tr> <td></td> <td>IFSC : INDB00000033</td> <td></td> <td>IFSC : SBIN0009995</td> </tr> </table>	<input type="checkbox"/>	A/c No : 201028684126	<input type="checkbox"/>	A/c No : 44458270026		Bank Name : Indusind Bank Limited		Bank Name : State Bank of India		IFSC : INDB00000033		IFSC : SBIN0009995		
<input type="checkbox"/>	A/c No : 201028684126	<input type="checkbox"/>	A/c No : 44458270026												
	Bank Name : Indusind Bank Limited		Bank Name : State Bank of India												
	IFSC : INDB00000033		IFSC : SBIN0009995												
Tenure of PMS Agreement	Demat Account details will be shared through the Welcome E-mailer.														
Client	As per Agreement Terms														
Nominee along with share of each nominee in PMS, Demat and Bank accounts	Yes/No														
Name of Guardian, in case the Nominee is a minor	First Nominee & % Share Second Nominee & % Share														
Name and contact details of Investor Relation Officer															
Other important T&Cs	Rakesh Sharma 0141-4050501														
	As Per Schedule-C of PMS agreement														

The MITC and all information provided here above are applicable to you. The MITC is in addition to and are to be read in conjunction with the PMS-Client Agreement executed between you and the Portfolio Manager.

First Applicant



(Client's Signature) (15 C)

Name : _____

Date :

Place : _____

Second Applicant



(Client's Signature) (15 D)

Name : _____

Date :

Place : _____

SCHEDULE-E

DISCLOSURE OF INTEREST AND INVESTMENT RESTRICTIONS

1. I/We am/are interested directly/through my relative(s), which enables me/us to obtain unpublished price sensitive information in the following corporate bodies:

No.	Name of bodies corporate in which I am interested directly/ through my relatives. (First holder, Second holder, Third holder)	Designation	Nature of Interest	Qty	% of Paid up capital

Investment Restrictions		
No.	Name of the Company	ISIN

2. I/We hereby undertake to intimate Portfolio Manager in case of any modification to the above change in name, if any, of the body corporate.
3. In case any of the above-mentioned body corporate(s) are not listed on any Recognized Stock Exchange(s), I/we undertake to intimate the Portfolio Manager atleast 15 days prior to its being listed.
4. I/We understand that the Portfolio Manager may not invest in the equity shares of the above-mentioned companies on my/our behalf unless specified otherwise in writing by me/us.
5. I/We confirm and declare that the above declarations constitute compliance with the provisions of the SEBI (Prohibition of Insider Trading) Regulations, 2015 SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Market) Regulations, 2003 and SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, as may be applicable and updated from time to time.
6. I/We further acknowledge that in event of investments made by the portfolio Manager prior to above disclosure then such Securities shall continue to form part of the Portfolio, unless otherwise instructed by the investor. In the event of sale of securities, I/we agree that such sale may have short term/long term capital gain/loss impact or other taxation impact.
7. I/We hereby authorize the Portfolio Manager to mark a permanent freeze on such Securities of the companies in which I/We am/are a Designated Person(s). I/We undertake to check the client master and inform any changes.
8. I/We shall not hold the Portfolio Manager responsible for any lapse in marking freeze on such Securities.

Sign First Authorised Signatory	Sign Second Authorised Signatory	
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SCHEDULE-F

INVESTMENT APPROACH(s)

Strategy: Multi-Asset

Investment Approach: Dynamic Gems

I. Investment Objective:

The objective of this PMS is to generate superior risk-adjusted returns by investing across Asset class and diversified portfolio of equities across all market capitalizations (large, mid, and small cap) and sectors with mid to long-term perspective.

The Portfolio Manager may also resort to investing in other listed instruments like Debts, Bonds, ETFs, InvITs, REITs, and any other listed instruments. The portfolio Manager may also use equity and Index Derivatives for achieving the Objective.

II. Description of types of securities e.g. equity or debt, listed or unlisted, convertible instruments, etc.

The PMS will invest in a universe of Indian equities across all market capitalizations and sectors. The PMS will not restrict its investment universe to any specific index or benchmark.

The Portfolio Manager may also resort to investing in listed instruments like Debts, Bonds, ETFs, InvITs, REITs, and any other listed instruments. The portfolio Manager may also use equity and Index Derivatives for achieving the Objective.

III. Basis of selection of such types of securities as part of the investment approach:

The PMS will employ a fundamental-cum-technical research-driven investment approach, focusing on identifying companies with strong fundamentals, sustainable competitive advantages, and attractive growth prospects and also using technical analysis for making entry and exit decisions.

The portfolio will be constructed with a focus on diversification across market capitalization, sectors, investment styles, and any other listed instruments (e.g. like Debts, Bonds, ETFs, InvITs, REITs, etc.)

IV. Allocation of portfolio across types of securities:

The PMS will invest in a universe of Indian equities across all market capitalizations and sectors. The PMS will not restrict its investment universe to any specific index or benchmark.

The Portfolio Manager may also resort to investing in listed instruments like Debts, Bonds, ETFs, InvITs, REITs, and any other listed instruments. The portfolio Manager may also use equity and Index Derivatives for achieving the Objective.

V.Appropriate benchmark to compare performance and basis for choice of benchmark:

The PMS will be measured against a benchmark of relevant indices, such as the NIFTY 50 Index or the BSE Sensex, Nifty Mid-cap 100, Nifty Small-Cap 100, Nifty Micro-Cap 250.

Considering the nature of portfolio (multi asset) the primary benchmark will be Nifty Multi Asset - Equity: Debt: Arbitrage: REITs/InvITs (50:20:20:10) Index and

Secondary Benchmark can be Nifty Multi Asset - Equity: Arbitrage: REITs/InvITs (50:40:10) Index

VI.Indicative Tenure or Investment Horizon:

Typically, investments with a medium to long term time horizon of 3-5 years.

****** (Note: The Portfolio Manager may, at its discretion if it deems fit, hold any Portfolio Investment beyond 5 years, but the same shall not be beyond the Term of the Agreement.)

VII.Risks Associated with the Investment Approach:

Below are select risks associated with the investment approach apart from those disclosed in Discretionary Portfolio Management Services Agreement. The risks may affect portfolio performance even though the Portfolio Manager may take measures to mitigate the same.

- **Company Risk:** Dependence on the business performance and future prospects of portfolio companies. The Portfolio Manager mitigates this by studying business sustainability and balance sheets in depth.
- **Valuation Risk:** The Portfolio Manager will use varied valuation parameters to assess whether valuations are reasonable at entry and will reassess the same from time to time.
- **Market Risk:** The Portfolio Manager will focus on top down and bottom-up research on both fundamental and technical parameters. He will regularly monitor market and economic factors that may affect performance of the Portfolio stocks.
- **Liquidity Risk:** Equities and other asset class may face liquidity constraints during entry and exit. The strategy mitigates this by targeting a medium to long-term holding period.
- **Concentration Risk:** The Portfolio Manager will keep making efforts to maintain adequate diversification across sectors and stocks.

VIII.Other Salient Features: N.A.

Strategy: Equity

Investment Approach: Sparkling Gems

I. Investment Objective

The investment objective of the approach is to generate alpha and risk-adjusted returns for clients by investing in a **benchmark-agnostic small cap portfolio** with a bias towards companies generally classified in small cap market capitalization thereby creating a market cap-agnostic portfolio, with higher allocation towards re-rating prospects.

II. Description of types of securities e.g. equity or debt, listed or unlisted, convertible instruments, etc.

Under this approach, Portfolio would be primarily invested in listed equities in accordance with the Applicable Laws.

III. Basis of selection of such types of securities as part of the investment approach:

The Portfolio Manager seeks to generate returns for the Client through price appreciation of stocks held over time. The approach adopts:

- A **stringent stock selection process**,
- A **disciplined bottom-up investing approach**,
- A medium to long-term focus.

Holdings and sectors will be tracked on a constant basis, and rebalancing will be undertaken whenever necessary based on revised prospects and valuations. The approach aims to generate returns over the medium to long term by investing predominantly in a basket of listed equities that fall within small cap market capitalization.

IV. Allocation of portfolio across types of securities:

The Portfolio will focus on collection of core holdings and shall seek diversification across the various sectors of the equity market. Securities shall be chosen from a wide spectrum of stocks that fall within small cap market capitalization.

V. Appropriate benchmark to compare performance and basis for choice of benchmark:

The Portfolio Manager will invest in a small cap portfolio including broader markets which are categorized as small market capitalization companies. Effective April 1, 2023 SEBI has prescribed the Portfolio Managers to choose benchmarks from Nifty 50 TRI, BSE 500 TRI and MSEI SX 40 TRI. Out of the options available under regulations, BSE 500 TRI was considered to be most appropriate primary benchmark and we will consider Nifty Small cap 250 as our secondary benchmark.

VI. Indicative Tenure or Investment Horizon:

Typically, investments with a medium to long term time horizon of 3-5 years.

** (Note: The Portfolio Manager may, at its discretion if it deems fit, hold any Portfolio Investment beyond 5 years, but the same shall not be beyond the Term of the Agreement.)

VII. Portfolio Characteristics

- Investments in Small and Micro-cap Stocks
- Bottom-Up Stock Picking Approach
- Maximum Allocation: 20% for Single Stock
- Investment Horizon - Long term (3 to 5 Yrs) **
- Benchmark: -BSE 500 TRI (Primary) and Nifty Small cap 250 (Secondary)

VIII. Risks Associated with the Investment Approach:

Below are select risks associated with the investment approach apart from those disclosed in Discretionary Portfolio Management Services Agreement. The risks may affect portfolio performance even though the Portfolio Manager may take measures to mitigate the same.

- Company Risk: Dependence on the business performance and future prospects of portfolio companies. The Portfolio Manager mitigates this by studying business sustainability and balance sheets in depth.
- Valuation Risk: The Portfolio Manager will use varied valuation parameters to assess whether valuations are reasonable at entry and will reassess the same from time to time.
- Market Risk: The Portfolio Manager will focus on bottom-up research on both fundamental and technical parameters. He will regularly monitor market and economic factors that may affect performance of the Portfolio stocks.
- Liquidity Risk: Small cap equities may face liquidity constraints during entry and exit. The strategy mitigates this by targeting a medium to long-term holding period.
- Concentration Risk: The Portfolio Manager will keep making efforts to maintain adequate diversification across sectors and stocks.

IX. Other Salient Features: N.A.

SCHEDULE-G

PRIOR CONSENT FOR RELATED PARTY INVESTMENTS

1. This document is for obtaining the consent/dissent for investment by Portfolio Manager in its associates/related parties.
2. As per SEBI (Portfolio Managers) Regulations, 2020, the limits applicable for investment in the securities of associates/related parties of Portfolio Manager are as under:

Security	Limit for investment in single associate/related party (as percentage of client's AUM)	Limit for investment across multiple associates/related parties (as percentage of client's AUM)
Equity	15%	25%
Debt and hybrid securities	15%	25%
Equity + Debt + Hybrid securities	30%	

3. The client may choose not to invest in the securities of associates/related parties of the Portfolio Manager. Further, the client may choose a limit lower than the limits prescribed at para 2 above.
4. The risks and conflict of interest associated with investment by the Portfolio Manager in the securities of its associates/related parties are as under:
Risks: The associates/related parties providing services will have, responsibilities for other companies, projects and clients. Accordingly, they may have conflicts of interests in allocating management time and other resources amongst the Fund and such other projects and clients. Further, the Client Portfolio may be invested in listed securities of the associates/related parties and as such may be subject to the market risk associated with the vagaries of the capital market.
Conflict of Interest: The services rendered by the Portfolio Manager will be subject to conflict of interest relating as Portfolio Manager and various other affiliates, associates, holdings companies, subsidiaries, partners, officers and employees of the Portfolio Manager, which are engaged in a broad spectrum of activities in the financial sector.
5. In case the client wants the Portfolio Manager to invest in the securities issued by associated/related parties of Portfolio Manager and provides the consent for the same, the investments shall be subject to the following limits:

Security	Limit for investment in single associate/related party (as percentage of client's AUM)	Limit for investment across multiple associates/related parties (as percentage of client's AUM)
Equity	15%	25%
Debt and hybrid securities	15%	25%
Equity + Debt + Hybrid securities	30%	

SCHEDULE G - PRIOR CONSENT FOR RELATED PARTY INVESTMENTS

6. In case of passive breach of investment limits (i.e., occurrence of instances not arising out of omission and/or commission of Portfolio Manager) as decided at para 5 above, a rebalancing of the portfolio is required to be completed by Portfolio Managers within a period of 90 days from the date of such breach. However, the client may give an informed, prior positive consent to the Portfolio Manager for a waiver from the requirement of rebalancing of the portfolio to rectify the passive breach of investment limits. The client may choose not to provide any waiver.
7. Please indicate consent or dissent as under:

Limits on investment

- ☐ **Consent:** Portfolio Manager can invest in the securities of its associates/related parties within the limits agreed upon at para 5 above.
- ☐ **Dissent:** Portfolio Manager cannot invest in the securities of its associates/related parties.

Waiver from rebalancing of portfolio on passive breach of investment limits

- ☐ **Consent:** Portfolio Manager need not rebalance the portfolio on passive breach of investment limits.
- ☐ **Dissent:** Portfolio Manager should rebalance the portfolio on passive breach of investment limits.

<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> Sign <i>First Authorised Signatory</i> </div> <div style="text-align: center;"> Sign <i>Second Authorised Signatory</i> </div> </div>		
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SCHEDULE-H

SUMMARY OF ILLUSTRATION OF FEES & CHARGES

Input Initial
Contribution

5000000.00

One Year Sample Scenario				Multi year Scenario	
PORTFOLIO VALUE AT THE END OF THE YEAR (Rs In Lacs)				Scenario considered: 1st Year : 20% Gain 2nd Year : 15% Gain 3rd Year : 15% Loss 4th Year : 0% Gain	
Tariff	20% Profit Scenario	20% Loss Scenario	No Profit /Loss Scenario	Tariff	PORTFOLIO VALUE AT THE END OF THE 5 YEARS (Rs In lacs)
Schedule A	57.93	38.90	48.78	Schedule A	57.73
Schedule B	57.69	39.69	49.65	Schedule B	60.39
Schedule C	58.25	38.57	48.41	Schedule C	56.55

Disclaimer: The profit and loss scenarios presented here are hypothetical and should not be interpreted as a guaranteed performance commitment.

Fee Schedule	Fee Type	Capital Contribution	Management Fee (p.a)	Hurdle Rate (%)	Performance Fee above hurdle rate
Schedule "A"	Fixed + Variable	Less than 1 cr	1.75%	10.00%	20.00%
		Rs 1 cr upto 3cr	1.60%	10.00%	18.00%
		Rs 3 cr upto 5 cr	1.50%	10.00%	16.50%
		Greater than 5 cr	1.25%	10.00%	15.00%
Schedule "B"	Variable	Rs 50 lakh upto Rs 5 cr	Nil	0.00%	20.00%
		Greater than Rs 5 cr	Nil	0.00%	17.50%
Schedule "C"	Fixed	Rs 50 lakh upto Rs 5 cr	2.50%	N.A	Nil
		Greater than Rs 5 cr	2.00%	N.A	Nil

PMS SEBI Registration Number: INP000008446

SCHEDULE-H ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE A OF THE TARIFF (ONE YEAR)
TRADESWIFT BROKING PRIVATE LIMITED PMS SEBI Registration Number: INP000008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	1.75%
Other Expenses (%age per annum)	c	0.50%
Performance (%age per annum)	d	20.00%
Hurdle Rate of Return (%age per annum)	e	10.00%
Brokerage and Transaction cost	f	0.20%

Hybrid Fee Illustration		Scenario 1	Scenario 2	Scenario 3
		Gain of 20%	Loss of -20%	No Change 0%
Capital Contributed / Assets under Management	i i = a	5,000,000	5,000,000	5,000,000
Gain / (Loss) on Investment based on the Scenario	ii ii= i*Scenario	1,000,000	-1,000,000	-
Gross Value of the Portfolio at the end of the year	iii iii= I + ii	6,000,000	4,000,000	5,000,000
Daily Weighted Average assets under management	iv iv= (i + iii) / 2	5,500,000.00	4,500,000.00	5,000,000.00
Other Expense	v v= iv x c	-27,500	-22,500	-25,000
Brokerage and Transaction cost	vi vi= iv x f	-11,000	-9,000	-10,000
Management Fees	vii vii = (iv + v + vi) x b	-95,576	-78,199	-86,888
Total charges before Performance fee.	viii viii = v + vi + vii	-134,076	-109,699	-121,888
Gross Value of the Portfolio before Performance fee	ix ix = iii + viii	5,865,924	3,890,301	4,878,113
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	x	5,000,000	5,000,000	5,000,000
Hurdle Rate of return or as defined in the PMS agreement	xi xi = i x e	500,000	500,000	500,000
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii xii = ix > (x+xi) then Yes else No P Fees	Yes	No Pfee	No Pfee
If Yes, proceed to performance fee calculation else 0 (zero) performance fee for the period)				
Portfolio return subject of Performance Fee	xiii xiii = ix - x - xi	365,924	0	0
Performance fee	xiv xiv = xiii x d	-73,185	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	xv xv = ix + xiv	5,792,739	3,890,301	4,878,113
% Portfolio Return	xvi xvi = ((xv - i) / i) %	15.85%	-22.19%	-2.44%
High Water Mark to be carried forward for next year. When performance fee is charged from the portfolio itself.	xvii xvii = Max (x , xv)	5,792,739	5,000,000	5,000,000
High Water Mark to be carried forward for next year. When performance fee is paid separately by the investor to the PM.	xvii xvii = Max (ix , x)	5,865,924	5,000,000	5,000,000

Notes:

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager can charge fee at any frequency i.e. Daily, Monthly, Quarterly, Semi-annually, Annually or at any other frequency as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty /Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
For this illustration, High Water Mark for the 1st Year is the Capital invested and from second year onwards if performance fee is charged, it's the year end closing value after all charges and fees, else it remains the same. However, in actual, High Water Mark is defined in the PMS agreement and may differ from this illustration.
- For this illustration, Hurdle rate is calculated on Higher of (HWM or previous year closing capital). However, in actual Hurdle Rate of return is defined in the PMS agreement and may differ from this illustration.
- Hurdle rate is prorated in case the performance fee period is less than 1 year OR if there are inflow/outflows from the portfolio
- The above illustration shows the High Water Mark to be carried forward in different scenario for equal and fair treatment to the investor.

SCHEDULE -H- ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE B OF THE TARIFF (ONE YEAR)

TRADESWIFT BROKING PRIVATE LIMITED

PMS SEBI Registration Number: INP00008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	0.00%
Other Expenses (%age per annum)	c	0.50%
Performance (%age per annum)	d	20.00%
Hurdle Rate of Return (%age per annum)	e	0.00%
Brokerage and Transaction cost	f	0.20%

Hybrid Fee Illustration		Scenario 1 Gain of 20%	Scenario 2 Loss of -20%	Scenario 3 No Change 0%
Capital Contributed / Assets under Management	i i = a	5,000,000	5,000,000	5,000,000
Gain / (Loss) on Investment based on the Scenario	ii ii= i*Scenario	1,000,000	-1,000,000	-
Gross Value of the Portfolio at the end of the year	iii iii= i + ii	6,000,000	4,000,000	5,000,000
Daily Weighted Average assets under management	iv iv= (i + iii) / 2	5,500,000	4,500,000	5,000,000
Other Expense	v v= iv x c	-27,500	-22,500	-25,000
Brokerage and Transaction cost	vi vi= iv x f	-11,000	-9,000	-10,000
Management Fees	vii vii = (iv + v + vi) x b	0	0	0
Total charges before Performance fee.	viii viii = v + vi + vii	-38,500	-31,500	-35,000
Gross Value of the Portfolio before Performance fee	ix ix = iii + viii	5,961,500	3,968,500	4,965,000
High Water Mark Value (HWM) (Capital contributed for 1st year and second year onwards as defined in the PMS agreement.	x	5,000,000	5,000,000	5,000,000
Hurdle Rate of return or as defined in the PMS agreement	xi xi = i x e	0	0	0
Gross Value of the Portfolio before Performance fee is greater than High Water Mark Value + Hurdle rate of return	xii xii = ix > (x+xi) then Yes else No P Fees	Yes	No Pfee	No Pfee
If Yes, proceed to performance fee calculation else 0 (zero) performance fee for the period)				
Portfolio return subject of Performance Fee	xiii xiii = ix - x - xi	961,500	0	0
Performance fee	xiv xiv = xiii x d	-192,300	0	0
Net value of the Portfolio at the end of the year after all fees and expenses	xv xv = ix + xiv	5,769,200	3,968,500	4,965,000
% Portfolio Return	xvi xvi = ((xv - i) / i) %	15.38%	-20.63%	-0.70%
High Water Mark to be carried forward for next year.				
When performance fee is charged from the portfolio itself.	xvii xvii = Max (x , xv)	5,769,200	5,000,000	5,000,000
High Water Mark to becarried forward for next year.				
When performance fee is paid separately by the investor to the PM	xvii xvii = Max (ix , x)	5,961,500	5,000,000	5,000,000

Notes:

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager may charge fee at any other frequency (i.e. Quarterly, Semi-annually, Annually) as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement and permitted under SEBI regulations.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty /Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
- For this illustration, High Water Mark for the 1st Year is the Capital invested and from second year onwards if performance fee is charged, it's the year end closing value after all charges and fees, else it remains the same. However, in actual, High Water Mark is defined in the PMS agreement and may differ from this illustration.
- For this illustration, Hurdle rate is calculated on Higher of (HWM or previous year closing NAV). However, in actual Hurdle Rate of return is defined in the PMS agreement and may differ from this illustration.
- Hurdle rate is prorated in case the performance fee period is less than 1 year OR if there are inflow/outflows from the portfolio
- The above illustration shows the High Water Mark to be carried forward in different scenario for equal and fair treatment to the investor.
- This is only a generic illustration, each portfolio manager can modify the illustration as per the terms and condition of their PMS agreement.
- Portfolio Managers are advised to also refer to the illustrations provided in Annexure 4A of Master Circular for Portfolio Managers dated June 07, 2024.

SCHEDULE-H- ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE C OF THE TARIFF (ONE YEAR)

TRADESWIFT BROKING PRIVATE LIMITED

PMS SEBI Registration Number: INP000008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	2.50%
Other Expenses	c	0.50%
Brokerage and Transaction cost	d	0.20%

Fixed Fee Illustration		Scenario 1 Gain of 20%	Scenario 2 Loss of -20%	Scenario 3 No Change 0%
Capital Contributed / Assets under Management	i i = a	5,000,000	5,000,000	5,000,000
Gain / (Loss) on Investment based on the Scenario	ii ii= i*Scenario	1,000,000	-1,000,000	-
Gross Value of the Portfolio at the end of the year	iii iii= I + ii	6,000,000	4,000,000	5,000,000
Average assets under management	iv iv= (i + iii) / 2	5,500,000.00	4,500,000.00	5,000,000.00
Other Expense	v v= iv x c	-27,500	-22,500	-25,000
Brokerage and Transaction cost	vi vi = (iv x d)	-11,000	-9,000	-10,000
Management Fees	vii vii = (iv + v + vi) x b	-136,538	-111,713	-124,125
Total charges during the year	viii viii = v + vi + vii	-175,038	-143,213	-159,125
Net value of the Portfolio at the end of the year	ix ix = iii + viii	5,824,963	3,856,788	4,840,875
% Portfolio Return	x x = ((ix - i) / i) %	16.50%	-22.86%	-3.18%

Notes:

- In the illustration, Management fee is assumed to be charged annually. However, the Portfolio Manager can charge fee at any frequency i.e. Daily, Monthly, Quarterly, Semi-annually, Annually or at any other frequency as defined in the PMS agreement and as permitted under SEBI regulations.
- Portfolio Manager can charge Management Fee on Average portfolio value for the management fee period or the closing portfolio value or in any other manner as defined in the PMS agreement.
- Returns are assumed to be generated linearly through the year.
- Other Expenses includes Account Opening charges, stamp duty / Audit Fee/ Bank charges / Fund Accounting charges / Custody Fee / demat charges or other miscellaneous expense
- Brokerage and transaction cost for the illustration purpose is charged on the Average AUM. However, Brokerage and Transaction cost are charged on basis the actuals trades.
- All Fees and charges are subject to GST.
- This is only a generic illustration, each portfolio manager can modify the illustration as per the terms and condition of their PMS agreement.
- Portfolio Managers are advised to also refer to the illustrations provided in Annexure 4A of Master Circular for Portfolio Managers dated June 07, 2024.

SCHEDULE-H- ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE A OF THE TARIFF (MULTI YEAR)

TRADESWIFT BROKING PRIVATE LIMITED

PMS SEBI Registration Number: INP000008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	1.75%
Other Expenses (%age per annum)	c	0.50%
Performance (%age per annum)	d	20.00%
Hurdle Rate of Return (%age per annum)	e	10.00%
Brokerage and Transaction cost	f	0.20%

Fees		Yr 1		Yr 2		Yr 3		Yr 4		Yr 5	
		Gain / (Loss)	20%	Gain / (Loss)	15.00%	Gain / (Loss)	-20%	Gain / (Loss)	0%	Gain / (Loss)	20%
Capital Contributed /Assets under Management	i	5,000,000		5,792,739		6,482,280		5,043,604		4,920,654	
Gain / (Loss) on Investment based on the Scenario	ii	1,000,000		868,911		-1,296,456		0		984,131	
Gross Value of the Portfolio at the end of the year	iii	6,000,000		6,661,650		5,185,824		5,043,604		5,904,784	
Daily Weighted Average assets under management	iv	5,500,000.00		6,227,194.43		5,834,051.74		5,043,604.18		5,412,719.09	
Other Expense	v	27,500		31,136		29,170		25,218		27,064	
Brokerage and Transaction cost	vi	11,000		12,454		11,668		10,087		10,825	
Management Fees	vii	95,576		108,213		101,381		87,645		94,060	
Total charges during the year (Sum of v, vi and vii)	viii	134,076		151,803		142,220		122,950		131,949	
Value of the Portfolio before Performance fee	ix	5,865,923.75		6,509,846.42		5,043,604.18		4,920,653.71		5,772,835.90	
High Water Mark Value (HWM)	x	5,000,000.00		5,792,739.00		6,482,279.71		6,482,279.71		6,482,279.71	
Hurdle Rate of return	xi	500,000.00		579,273.90		648,227.97		648,227.97		648,227.97	
Portfolio value in excess of Hurdle Rate Return	xii	365,923.75		137,833.52		-		-		-	
Profit share of the PMS	xiii	73,184.75		27,566.70		0.00		0.00		0.00	
Profit Share To be taken by PMS	xiv	73,184.75		27,566.70		0.00		0.00		0.00	
Is the Performance Fee charged?	xvi	Yes		Yes		No		No		No	
Net value of the Portfolio at the end of the year after all fees and expenses	xvii	5,792,739.0		6,482,279.7		5,043,604.2		4,920,653.7		5,772,835.9	
% Portfolio Return	xviii	15.85%		11.90%		-22.19%		-2.44%		17.32%	
High Water Mark to be carried forward for next year	xix	5,792,739		6,482,280		5,043,604		4,920,654		5,772,836	

Notes:

- This is only a generic format for illustration, each portfolio manager can add numbers and method's of calculation as per the terms and conditions of the PMS agreement and as permitted under SEBI regulations.

SCHEDULE-H- ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE B OF THE TARIFF (MULTI YEAR)

TRADESWIFT BROKING PRIVATE LIMITED

PMS SEBI Registration Number: INP000008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	0.00%
Other Expenses (%age per annum)	c	0.50%
Performance (%age per annum)	d	20.00%
Hurdle Rate of Return (%age per annum)	e	0.00%
Brokerage and Transaction cost	f	0.20%

Fees		Yr 1		Yr 2		Yr 3		Yr 4		Yr 5	
		Gain / (Loss)	20%	Gain / (Loss)	15%	Gain / (Loss)	-20%	Gain / (Loss)	0%	Gain / (Loss)	20%
Capital Contributed /Assets under Management	i	5,000,000		5,769,200		6,426,773		5,100,930		5,065,224	
Gain / (Loss) on Investment based on the Scenario	ii	1,000,000		865,380		-1,285,355		0		1,013,045	
Gross Value of the Portfolio at the end of the year	iii	6,000,000		6,634,580		5,141,419		5,100,930		6,078,268	
Daily Weighted Average assets under management	iv	5,500,000.00		6,201,890.00		5,784,096.07		5,100,930.06		5,571,745.90	
Other Expense	v	27,500		31,009		28,920		25,505		27,859	
Brokerage and Transaction cost	vi	11,000		12,404		11,568		10,202		11,143	
Management Fees	vii	0		0		0		0		0	
Total charges during the year (Sum of v, vi and vii)	viii	38,500		43,413		40,489		35,707		39,002	
Value of the Portfolio before Performance fee	ix	5,961,500.00		6,591,166.77		5,100,930.06		5,065,223.55		6,039,266.04	
High Water Mark Value (HWM)	x	5,000,000.00		5,769,200.00		6,426,773.42		6,426,773.42		6,426,773.42	
Hurdle Rate of return	xi	-		-		-		-		-	
Portfolio value in excess of Hurdle Rate Return	xii	961,500.00		821,966.77		-		-		-	
Profit share of the PMS	xiii	192,300.00		164,393.35		0.00		0.00		0.00	
Profit Share To be taken by PMS	xiv	192,300.00		164,393.35		0.00		0.00		0.00	
Is the Performance Fee charged?	xvi	Yes		Yes		No		No		No	
Net value of the Portfolio at the end of the year after all fees and expenses	xvii	5,769,200.0		6,426,773.4		5,100,930.1		5,065,223.5		6,039,266.0	
% Portfolio Return	xviii	15.38%		11.40%		-20.63%		-0.70%		19.23%	
High Water Mark to be carried forward for next year	xix	5,769,200		6,426,773		5,100,930		5,065,224		6,039,266	

Notes:

- This is only a generic format for illustration, each portfolio manager can add numbers and method's of calculation as per the terms and conditions of the PMS agreement and as permitted under SEBI regulations.

SCHEDULE-H- ILLUSTRATION OF FEES AND CHARGES FOR SCHEDULE C OF THE TARIFF (MULTI YEAR)

TRADESWIFT BROKING PRIVATE LIMITED

PMS SEBI Registration Number: INP000008446

Assumptions

Capital Contribution (Rs.)	a	5,000,000
Management Fee (%age per annum)	b	2.50%
Other Expenses (%age per annum)	c	0.50%
Performance (%age per annum)	d	0.00%
Hurdle Rate of Return (%age per annum)	e	0.00%
Brokerage and Transaction cost	f	0.20%

Fees		Yr 1		Yr 2		Yr 3		Yr 4		Yr 5	
		Gain / (Loss)	20%	Gain / (Loss)	15%	Gain / (Loss)	-20%	Gain / (Loss)	0%	Gain / (Loss)	20%
Capital Contributed /Assets under Management	i	5,000,000		5,824,963		6,499,424		5,013,379		4,853,829	
Gain / (Loss) on Investment based on the Scenario	ii	1,000,000		873,744		-1,299,885		0		970,766	
Gross Value of the Portfolio at the end of the year	iii	6,000,000		6,698,707		5,199,539		5,013,379		5,824,594	
Daily Weighted Average assets under management	iv	5,500,000.00		6,261,834.69		5,849,481.59		5,013,379.44		5,339,211.50	
Other Expense	v	27,500		31,309		29,247		25,067		26,696	
Brokerage and Transaction cost	vi	11,000		12,524		11,699		10,027		10,678	
Management Fees	vii	136,538		155,450		145,213		124,457		132,546	
Total charges during the year (Sum of v, vi and vii)	viii	175,038		199,283		186,160		159,551		169,920	
Value of the Portfolio before Performance fee	ix	5,824,962.50		6,499,423.99		5,013,379.44		4,853,828.64		5,654,673.96	
High Water Mark Value (HWM)	x	5,000,000.00		5,824,962.50		6,499,423.99		6,499,423.99		6,499,423.99	
Hurdle Rate of return	xi	-		-		-		-		-	
Portfolio value in excess of Hurdle Rate Return	xii	824,962.50		674,461.49		-		-		-	
Profit share of the PMS	xiii	0.00		0.00		0.00		0.00		0.00	
Profit Share To be taken by PMS	xiv	0.00		0.00		0.00		0.00		0.00	
Is the Performance Fee charged?	xvi	No		No		No		No		No	
Net value of the Portfolio at the end of the year after all fees and expenses	xvii	5,824,962.5		6,499,424.0		5,013,379.4		4,853,828.6		5,654,674.0	
% Portfolio Return	xviii	16.50%		11.58%		-22.86%		-3.18%		16.50%	
High Water Mark to be carried forward for next year	xix	5,824,963		6,499,424		5,013,379		4,853,829		5,654,674	

Notes:

- This is only a generic format for illustration, each portfolio manager can add numbers and method's of calculation as per the terms and conditions of the PMS agreement and as permitted under SEBI regulations.

SCHEDULE-I
NOC FOR INVESTMENT/REDEMPTION THROUGH REGISTERED BANK A/C

To,
Tradeswift Broking Privte Limited
4th Floor, Baid House, 1-Tara Nagar,
Ajmer Road,
Jaipur-302006 (Rajasthan)-India

Dear Sir/Madam,

Subject: No objection for investment/redemption through registered bank account

I/We hereby inform you that the below PMS account is held in below names. Further, I/We hereby declare that we have registered our below bank account for transferring/receiving the funds under Portfolio Management Services and have no objection if you transfer the redemption proceeds to the below mentioned account;

Bank Account No	
Bank IFS Code	

I/We hereby declare and confirm that the funds in the said bank account are sourced from legitimate sources/channels only and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of any Act, Rules, Regulations, Notifications or Directions of Income Tax Act, Prevention of Money Laundering Act, Anti-Corruption Act or any other applicable laws, as may be in force from time to time. I/We further confirm that the tax liability shall be on the first holder of PMS account.

I/We have given our consent and have also enclosed our self-attested PAN copy, Proof of Identity and Proof of Address with this letter for your record for all bank/investment account holders and such details would be utilised by the Portfolio Manager to enable KYC/AML/Aadhar validation/Penny Drop/other checks including CVL KRA\CKYC/Income tax etc.

I/We understand that the above declaration will hold true and valid during the entire tenure of the investments irrespective of any changes in the bank account details carried out by the account holders. I/We will not dispute funds invested/redeemed to the above bank account or will not hold Portfolio Manager responsible for the same and agree to indemnify the Portfolio Manager of any disputes/claims/tax liabilities arising out of it.

Thanking you.
Yours faithfully,

Investor Names as per folio			
Signature of Investors	Sign First Authorised Signatory	Sign Second Authorised Signatory	
Investor Names in the Bank Account used for funding			

Encl: As above

SCHEDULE-J

DECLARATION WITH RESPECT TO LEGITIMATE SOURCE OF FUNDS

Particulars	Details	Notes/remarks
Full name of Investor		
Description and Brief Profile of Investor		
Client Sourced by, if applicable		
Investment Amount (INR)		
Source of funds		
Networth of Investor		
Income for last 1 Years (INR)		
Any other remarks		

I/We hereby declare and confirm that the above details given by me/us are true and accurate, and that the income/source of funds is through legitimate source and does not involve and is not designed for the purpose of any contravention or evasion of the provisions of any Act, Rules, Regulations, Notifications or Directions of Income Tax Act, Prevention of Money Laundering Act, Anti-Corruption Act or any other applicable laws, as may be in force from time to time.

<div> <div>Sign</div> <div>First Authorised Signatory</div> </div>										<div> <div>Sign</div> <div>Second Authorised Signatory</div> </div>																				
Date			D	D	M	M	Y	Y	Y	Y	Place																			

SCHEDULE-K

CONSENT FOR DOWNLOADING & USING KYC RECORDS

To,
Tradeswift Broking Private Limited- (Portfolio Manager)
4th Floor, Baid House, 1- Tara Nagar,
Ajmer Road,
Jaipur-302006 (Rajasthan) India

Subject: Consent for downloading and using KYC records

Dear Sir/Madam,

1. I/We, _____ & _____

(names of all joint account holders) allow TRADESWIFT BROKING PRIVATE LIMITED, having address at 1-Tara Nagar, Ajmer Road, Jaipur-302006 Rajasthan to download and use my/our KYC records available with Central KYC Records Registry (CKYCRR) and KYC Registration Agency (KRA) for the purpose of client onboarding.

2. The said KYC records can be used for the purpose of Prevention of Money Laundering Act, 2002 (PMLA) and other background checks under the requirements of SEBI regulations and the Portfolio Manager shall have to adhere to client account opening procedures and maintain records of such transactions as prescribed under the PMLA and rules notified there under.

3. I/We have indicated my consent as under:
The Portfolio Manager can download and use my/our KYC records available with Central KYC Records Registry (CKYCRR) and KYC Registration Agency (KRA).

<div>Sign</div> <div>First Authorised Signatory</div>										<div>Sign</div> <div>Second Authorised Signatory</div>																			
Date		D	D	M	M	Y	Y	Y	Y	Place																			

ACKNOWLEDGMENT FOR RECEIPT OF DISCLOSURE DOCUMENT, MOST IMPORTANT TERMS AND CONDITIONS (MITC), FEE CALCULATION TOOL

To,
Tradeswift Broking Private Limited
4th Floor, Baid House, 1- Tara Nagar,
Ajmer Road,
Jaipur-302006 (Rajasthan) India

Dear Sir/Madam,

Subject: Acknowledgment for receipt of Disclosure Document, MITC, Fee Calculation tool and understanding the key terms

I/We, _____ & _____ residents of/having Registered/principal office at _____

here acknowledge and confirm that:

1. A copy of the disclosure document (along with a certificate in Form C), Most Important Terms and Conditions (MITC) and link of website of Portfolio Manager to access the Fee Calculation tool has been shared with me/us. I/we have understood all terms related to the portfolio management services.
2. I have received my CKYC number and my KYC/CKYC number is _____
I/We intend to open PMS account with Tradeswift Broking Private Limited (Portfolio Manager). I / We undertake and confirm that the KYC details & documents as available on KRA/CKYC are updated and correct.
3. The Approach choose by me/us is _____
4. This is a Discretionary Portfolio Management Services and level of control over you portfolio lies with the Portfolio Manager.
5. The portfolio management service will invest predominantly in Equity and Equity related securities and is subject to market risk and there are no guaranteed returns.
6. I/We have understood all terms and conditions, risk factors, investment objective, features related to the Approach.
7. I/We hereby voluntarily opt for Aadhaar OVD KYC or e-KYC or offline verification and hereby submit my/our Aadhaar number, virtual ID, E-Aadhaar, XML, Masked Aadhaar, Aadhaar details, Demographic information, identity information, Aadhaar registered mobile number, face authentication details and/or biometric information.
8. The Distributor has informed me/us about the distribution commission that would be earned related to this investment.
9. I/We are aware that Holding/Portfolio details are confidential in nature and disclosure of the same to third party or in public forum is prohibited.
10. I/We hereby agree that though my/our risk profile may be different from the risk of the approach chosen i.e., of high risk (Annexure aggressive) and decision to avail services have/has been taken by me/us and agree that the approach is suitable to me/us.
11. I/we do hereby certify and declare that I/we have been notified of all fees, charges and expenses and I/we are in agreement of the same as certified in writing on Annexure A – Fees Schedule of the PMS agreement.

Sign First Authorised Signatory		Sign Second Authorised Signatory								
Date	D	D	M	M	Y	Y	Y	Y	Place	

TRADESWIFT BROKING PRIVATE LIMITED

Registered Address: 4th Floor, Baid House, 1-Tara Nagar

Ajmer Road, Jaipur-302006-Rajasthan

Phone: +91-0141-4050505

www.tradeswift.net

CIN No. :- U67120RJ1996PTC023722

GSTIN :- 08AAECA3760A1Z5

Portfolio Management Services SEBI Registration No. INP000008446 dated 13/12/2023

Tradeswift Pool Bank Account Details-Dynamic Gems:	
Account Number	201028684126
Account Holder's Name	TRADESWIFT BROKING PRIVATE LIMITED
IFSC Code & Bank Name	INDB0000033 INDUSIND BANK

Tradeswift Pool Bank Account Details- Sparkling Gems	
Account Number	44458270026
Account Holder's Name	TRADESWIFT BROKING PRIVATE LIMITED -SPARKLING GEMS
IFSC Code & Bank Name	SBIN0009995 STATE BANK OF INDIA

For any grievance / dispute, please contact Tradeswift Broking Private Limited at the above address or Email-id: pms@tradeswift.net | Phone: +91-01414050505

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Exchange	TM ID / DP ID / Date	SEBI Regn. No.
Portfolio Manager	13-Dec-2023	INP000008446
National Stock Exchange of India Ltd	12485	INZ000166439
Bombay Stock Exchange of India Ltd.	6284	
Multi Commodities & Derivatives Exchange of India Ltd.	10790	
National Commodity and Derivatives Exchange Ltd.	00142	
Metropolitan Stock Exchange of India Ltd.	47000	
Central Depository Services India Ltd.	12065900	IN-DP-CDSL-563-2010

Clearing Member - NSE & BSE (F&O and CD Segment), MSEI (CD Segment), MCX & NCDEX Commodities Segment

Globe Capital Market Limited : - SEBI Regn. No. : INZ000177137, NSE Clearing No.- 06637 | BSE.: Clearing No.- 3179 | MSEI : Clearing No.- 4
NCDEX Clearing No. : M51085 | MCX Clearing No. : 8090

MEMBER DETAILS

Regd. & Corresp. Office.: 1, Tara Nagar, Ajmer Road, Jaipur-06 | 0141-4050505 | www.tradeswift.net | contact@tradeswift.net

Compliance Officer (Stock Broking) : Mr. Nishant Jain Phone: 0141-4050555 | E-mail: compliance@tradeswift.net

Compliance Officer (PMS) : Mr. Ajay Mundhra | Phone: 0141-4050521 | E-mail: pms.compliance@tradeswift.net

Principal Officer (PMS) : Mr. Manish Agarwal | Phone: 0141-4050505 | E-mail: pms@tradeswift.net

Directors: Mr. Nishant Jain & Mr. Sandeep Kumar Jain | Phone: 0141-4050500 | E-mail: contact@tradeswift.net

GRIEVANCE/DISPUTE

For any **grievance/dispute**, please contact **Tradeswift Broking Pvt. Ltd.** at the above address or email id- helpdesk@tradeswift.net / pms@tradeswift.net and **Phone no. 91-141-4050505**. In case not satisfied with the response, please contact the concerned exchange(s) mentioned below. You can also lodge your grievance with **SEBI** at <https://scores.gov.in>. For any queries/feedback or assistance, please contact **SEBI office** or toll free helpline at **1800-22-7575 / 1800266-7575**

Exchange	E-mail ID	Phone No.
National Stock Exchange of India Ltd	ignse@nse.co.in	022-26598190
Bombay Stock Exchange of India Ltd.	is@bseindia.com	022-22728097
Metropolitan Stock Exchange of India Ltd.	investorcomplaints@msei.in	022-61129000
Central Depository Services India Ltd.	complaints@cdslindia.com	1800-200-5533
Multi Commodities & Derivatives Exchange of India Ltd.	grievance@mcxindia.com	022-67318888
National Commodity and Derivatives Exchange Ltd.	askus@ncdex.com	022-66406608



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