

Investment Advisory Services Agreement

THIS INVESTMENT ADVISORY SERVICES AGREEMENT (the "Agreement") is made on <Date of Signing>

BETWEEN

The Alchemists Ark Pvt. Ltd., a registered investment adviser with **SEBI Registration No. INA000013323** having office at B-101, Signet Corner, Baner Road, Baner, Pune, Maharashtra, 411045, and operates the investment advisory services under the name **MoneyWorks4Me** (hereinafter referred to as the "**INVESTMENT ADVISER**" which expression shall unless excluded by or repugnant to the context, be deemed to include its administrators and permitted assigns) of the **FIRST PART**

And

<Name as per Aadhaar>, a resident of <Postal Address>
Hereinafter referred to as the "**CLIENT**" which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

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

1. APPOINTMENT OF THE INVESTMENT ADVISER:

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

2. CONSENT OF THE CLIENT

The Client states as under :

- 2.1 "I / We have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee."
- 2.2 "Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with 'person(s) associated with the investment advice"
- 2.3 "The Client(s) gives consent to the Investment Advisor to fetch/ validate/ update the KYC records of the client(s) from the CKYCR portal and KRA portal"

3. DECLARATION FROM THE INVESTMENT ADVISER

- 3.1 Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- 3.2 Investment Adviser shall not manage funds and securities on behalf of the client and that it shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to the Investment Adviser.
- 3.3 Investment Adviser shall not, in the course of performing its services to the client, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

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

- 4.1 Regulation 15 A of the amended IA Regulations provide that Investment Advisers shall be entitled to charge fees from a client in the manner as specified by SEBI. *General conditions*
- If agreed by the client, IA may charge fees in advance. However, such advance shall not exceed fees for 2 quarters.
 - In the event of pre-mature termination of the IA services in terms of agreement, the client shall be refunded the fees for unexpired period. However, IA may retain a maximum breakage fee of not greater than one quarter fee.
 - Most Important terms and conditions as per SEBI/HO/MIRSD/MIRSD-PoD/P/CIR/2025/19 are mentioned in Annexure A

5. FEES APPLICABLE TO THE CLIENT AND BILLING –

5.1 Details of Fees to be charged are as following

- Mode – **Percentage of AUA at the beginning of the period**
- Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement

Part A: Portfolio Building and Alignment:

% of Lakhs/Crore to be paid on date of signing

Part	AUA	Fees (%)	Amount (Rs.)	Due Date
Part A				

Part B: Portfolio Monitoring and Management:

% of Lakhs/Crore to be paid at the start of every subsequent annual period.

Part	AUA	Fees (%)	Amount (Rs.)	Due Date
Part B				
Part B				

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

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

(v) Periodicity of billing with clear date and service period.
as defined above

(vi) Should the client be unable to make the required payment within thirty (30) days of the due date, the services may be temporarily paused until the outstanding payment(s) is cleared.

(vii) Should the client be unable to make the required payment within ninety (90) days of the due date, both the services and this agreement will stand terminated.

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

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

6. SCOPE OF SERVICE

Scope of Services are rendered under the brand named: Omega by MoneyWorks4Me

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

Part A: Portfolio Building and Alignment (Period: <Date of Signing> to <1 year forward date>)

- 6.1.1 Assist in assessing the risk profile.
- 6.1.2 Build a financial plan with our IA keeping in mind your goals and liabilities
- 6.1.3 Build an investment portfolio suited to your risk profile.
- 6.1.4 Provide advice with respect to the investment in direct stocks
- 6.1.5 Provide access to relevant research

Part B: Portfolio Monitoring and Management (Period: <1 year forward date > to <end of validity>)

- 6.1.6 Provide advice on new opportunities suitable to risk profile
- 6.1.7 Provide advice to rebalance/reshuffle portfolio when appropriate
- 6.1.8 Review and monitor portfolio once in six months
- 6.1.9 Review and update financial plan once in a year
- 6.1.10 Provide relevant updates on portfolio investments and markets

7. FUNCTIONS OF THE INVESTMENT ADVISER

- 7.1 Investment Adviser shall provide Investment Advisory Services in a fiduciary capacity to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Adviser & the financial industry. The services rendered by the Investment Adviser are non-binding non-recourse advisory in nature and the final decision on the type of instruments; the proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.
- 7.2 Investment Adviser shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications. Investment Adviser shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 7.3 Investment Adviser undertakes to abide by the Code of Conduct as specified in the Third Schedule of the SEBI (Investment Advisers) Regulations, 2013. Investment Adviser shall not receive any consideration in any form, if the client desires to avail the services of intermediary recommended by Investment Adviser.
- 7.4 This agreement is for the investment advisory services provided by the IA and IA cannot execute/ carry out any trade (purchase/ sell transaction) on behalf of the client without his/her specific and positive consent on every trade. Thus, you are advised not to permit IA to execute any trade on your behalf without your explicit consent.

8. CLIENT OBLIGATIONS

- 8.1 The Client agrees to provide any information as may be reasonable requested by the IA to enable the IA to perform the services under this Agreement or comply with applicable law, regulations and policies.

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

9. RISK FACTORS

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

10. VALIDITY OF ADVISORY SERVICES

- 10.1 The validity of this agreement starts from the date of signing and will continue to be in force till **<End of Validity>**, however, any of the parties can terminate it by giving 1 months' notice period.

11. CONFIDENTIALITY

- 11.1** Neither party to the Agreement will either before or after the termination of this Agreement, disclose any confidential information relating to the other party or to the affairs of either such party, to any person not authorised by the other party to receive the same, and of which information the party disclosing the same will have possessed during the term of this Agreement, and each party will use all reasonable efforts to prevent any such disclosure. Except which confidential information is disclosed under compulsion of law or if so required by an appropriate regulatory authority; or which is disclosed to their advisers where reasonably necessary for the performance of their professional services;

11.2 All information regarding the Investment Adviser's analyses, opinions and conclusions with respect to investments provided to the Client, including without limitation, all qualitative and quantitative assessments of the individual or collective performance of the Portfolios or their individual investment performance, shall be treated as confidential by the Client and shall not be disclosed to any person or entity other than the Client's officers, employees, directors and agents, accountants and legal counsel,

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

12. AMENDMENTS

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

13. TERMINATION

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

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

13.2 In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice

13.3 In the event of voluntary termination of the agreement by the IA due to unforeseen scenarios, the client shall be refunded the fees pro-rata for unexpired period . However, IA may retain a maximum breakage fee of not greater than one quarter fee

13.4 In case of suspension of the certificate of registration of the IA, the client may terminate the agreement and the client shall be refunded the fees pro-rata for unexpired period. However, IA may retain a maximum breakage fee of not greater than one quarter fee

14. IMPLICATIONS OF AMENDMENTS AND TERMINATION

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

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

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

15. RELATIONSHIP WITH RELATED PARTIES:

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

16. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

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

17. REPRESENTATION TO CLIENT

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

18. NO RIGHT TO SEEK POWER OF ATTORNEY

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

19. NO CONFLICT OF INTEREST

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

20. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

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

21. LIABILITY OF INVESTMENT ADVISER

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

22. REPRESENTATIONS AND COVENANTS:

- 22.1 Atharva Bhide, CFA is the Principal officer for the IA as on date of signing this agreement
- 22.2 Investment Adviser is registered with SEBI as Investment Adviser with Registration No. INA000013323. The investment adviser got its registration on 5/16/2019 and is engaged in advisory services as approved under SEBI (Investment Advisers) Regulations, 2013.
- 22.3 Investment Adviser shall ensure that the adviser, principal officer and persons associated with the investment advice, maintains the qualification and certification throughout the validity of service

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

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

24. SETTLEMENT OF DISPUTES AND PROVISION FOR ARBITRATION

24.1 No suit, prosecution or other legal proceeding shall lie against the Investment adviser for any damage caused or likely to be caused by anything which is done in good faith or intended to be done under the provisions of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

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

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

24.4 In case of failure to resolve the dispute and/or difference amicably, the dispute and/or difference shall be referred to Arbitration presided by a sole arbitrator. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereto. The Arbitration proceedings shall be held in Pune, India and the language shall be English. The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law. The provisions of this clause shall survive the termination of these terms and conditions for any reason whatsoever.

24.5 A common Online Dispute Resolution Portal ("ODR Portal") which harnesses conciliation and online arbitration for resolution of disputes arising in the Indian Securities Market has been established. ODR Portal can be accessed via the following link - <https://smartodr.in/>

25. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

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



26. SEVERABILITY

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

27. FORCE MAJEURE

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

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

Name of the IA registered with SEBI:	The Alchemists Ark Private Ltd.
Logo:	
Trade/Brand Name of IA:	MoneyWorks4Me Investment Advisers
Brand Logo:	
SEBI registration number:	INA000013323
CIN Number:	U74999PN2000PTC015084
BSE Enlistment No.:	BASL1187
Address:	B-101, Signet Corner Building, Balewadi Phata, Baner, Pune, Maharashtra 411045
SEBI Regional Address:	Plot No. C 4-A , G Block, Near Bank of India, Bandra Kurla Complex, Bandra East, Mumbai, Maharashtra 400051
Principal officer Details:	Name: Atharva Bhide Email: atharva.bhide@moneyworks4me.com Telephone: +91 91758 99463 Address: Same as IA
Compliance officer Details:	Name: Shrikant Jagtap Email: shrikant.jagtap@moneyworks4me.com Telephone: 020 6725 8333 Address: Same as IA
Grievance Officer Details:	Name: Mukta Vaze Email: mukta.vaze@moneyworks4me.com Telephone: +91 98609 919463 Address: Same as IA
Standard Warning:	Investment in securities market are subject to market risks. Read all the related documents carefully before investing.
Disclaimer:	Registration granted by SEBI, membership of BASL and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors

Annexure A

Most Important Terms and Conditions (MITC)

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
 2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
 3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
 4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
 5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.
 6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).
- Note:
- (i) The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.
 - (ii) The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.
 - (iii) The fee limits do not include statutory charges.
 - (iv) The fee limits apply only for investment advice related to securities under purview of SEBI.
 - (v) The fee limits do not apply to a non-individual client / accredited investor.
7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum one year. In case of premature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-quarter fee.
 8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).
 9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.
 10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.
 11. As part of conflict of interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non-commission based) of products only. The IA shall endeavor to promptly inform the client of any

conflict of interest that may affect the services being rendered to the client.

12. For any grievances,

Step 1: The client should first contact the IA using the details on its website or following contact details: mukta.vaze@moneyworks4me.com. Alternatively, the Investor may call on +91 98609 19463

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

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

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

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

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

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