

INVESTMENT ADVISORY SERVICES AGREEMENT

This Investment Advisory Services Agreement (“**Agreement**”) is made on ((**Current_date**)) at Pune, Maharashtra, India.

By and Between

DSIJ Wealth Advisory Pvt Ltd (Formerly known as DSIJ Private Limited), a company registered under the Companies Act, 1956 and having its registered office at 409, Solitaire Business Hub, Kalyani Nagar, Pune 411006 (hereinafter referred to as the “**Investment Adviser**” or “**IA**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the ONE PART;

AND

The **individual client whose details are specified in Annexure A** (hereinafter referred to as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, successors, executors, administrators, legal representatives and permitted assigns) of the SECOND PART.

The Investment Adviser and the Client are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

I. APPOINTMENT OF THE INVESTMENT ADVISER

1. In accordance with applicable laws and SEBI (Investment Advisers) Regulations, 2013, as amended (“**IA Regulations**”), the Client hereby appoints, entirely at his/her own risk, DSIJ Private Limited as the Investment Adviser to provide investment advisory services (“**Services**”) in accordance with:
- IA Regulations; and

- applicable circulars, guidelines and directions issued by SEBI from time to time, subject to the terms and conditions of this Agreement and as detailed in **Annexure C**.
2. The Client understands that this Agreement is a pre-condition for receipt of investment advice and payment of any fee to the Investment Adviser.

II. CONSENT AND DECLARATIONS

(A) Client’s Consent and Declaration

The Client hereby confirms and declares that:

- a. The Client has **read, understood and agreed** to:
- the terms and conditions of the investment advisory services;

• the fee structure and the mechanism for charging and payment of fees; and

• the Most Important Terms and Conditions (MITC) set out in **Clause XXX** of this Agreement.

- b. Based on a written request sent to the Investment Adviser (for example, via email to pas@dsij.in), the Client was provided an opportunity to ask questions and interact with the **person(s) associated with investment advice**.
- c. The Client authorises the Investment Adviser to **fetch/ validate/ update** the Client’s KYC records from CKYCR and KRA platforms, as permitted by law.
- d. If the Client already has an active subscription with DSIJ Wealth Advisory Private Limited for any of its services offered under SEBI Research Analyst (“RA”) registration, the Client shall **disclose the same to the IA and shall not subscribe** to any investment advisory services under this IA registration until the RA service expires, in order to ensure client-level segregation as per SEBI requirements.

(B) Investment Adviser’s Declaration

The Investment Adviser hereby declares that:

- a. It shall neither render investment advice nor charge any fee until the Client has duly executed this Agreement (physically or through legally accepted electronic mode) and a copy thereof has been provided to the Client.
- b. It shall not manage funds or securities on behalf of the Client and shall only receive such monies from the Client as are necessary to discharge the Client’s liability towards the fees owed to the Investment Adviser for Services rendered.
- c. In the course of performing the Services, the Investment Adviser shall not provide any assured/guaranteed/ fixed/minimum/target returns or indicate any percentage accuracy or success ratio or any other nomenclature that may directly or indirectly create an impression of risk-free or assured returns.
- d. It shall at all times abide by the Code of Conduct as specified in the Third Schedule to the IA Regulations and all guidelines and circulars issued by SEBI from time to time.

III. FEES AND RELATED TERMS OF BILLING

a. Regulatory framework

Pursuant to Regulation 15A of the IA Regulations and SEBI circulars including (but not limited to):

- **SEBI/HO/IMD/DF1/CIR/P/2020/182 dated September 23, 2020** (Guidelines for Investment Advisers);([Securities and Exchange Board of India](#))
- **SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2025/003 dated January 08, 2025** (Guidelines for Investment Advisers);([Securities and Exchange Board of India](#))

the Investment Adviser shall charge fees only in the manner and within the limits prescribed by SEBI, as amended from time to time.

b. Fees charged to the Client

The Client agrees to pay fees for the Services as mutually agreed and documented in **Annexure C**, along with applicable statutory charges and taxes.

- c. The Investment Adviser declares that all advice provided under this Agreement is in the nature of professional services against a fee, and that it does not derive any direct or indirect benefit (such as commission, brokerage, referral fees or incentives) from the Client’s securities/investment products.

d. **Mode of payment**

Fees shall be payable only through banking channels, including account payee crossed cheque, demand draft, NEFT, RTGS, IMPS, UPI or such other modes permitted by law. Cash payment of fees is strictly prohibited.

e. **Advance fee & billing period**

Subject to SEBI’s limits, fees may be charged in advance for a period not exceeding one year at a time. Presently, the fee for the Services is charged as specified in Annexure C, subject always to the maximum fee caps prescribed by SEBI/IAASB from time to time.

f. **Centralized Fee Collection Mechanism (CeFCoM)**

SEBI vide circular no. **SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/120 dated September 13, 2024** has introduced an optional Centralized Fee Collection Mechanism (CeFCoM) for IAs and RAs. At present, the Investment Adviser has not opted for CeFCoM. If the Investment Adviser subsequently opts for CeFCoM, the same shall be communicated to the Client and the Agreement shall be updated accordingly, if required.

IV. WHEREAS CLAUSES

1. The Investment Adviser is engaged in the business of providing investment advisory services to individuals and corporates in relation to investments in the Indian securities market and is registered with SEBI as an Investment Adviser under registration number **INA000001142**.
2. The Investment Adviser owns and operates the website www.dsij.in (“**Website**”).
3. The Client is desirous of receiving the Services from the Investment Adviser and agrees to pay the applicable fees in accordance with this Agreement and **Annexure C**.
4. The Client warrants that he/she is legally competent and eligible to enter into this Agreement and avail the Services.
5. Both Parties agree to be bound by the terms and conditions of this Agreement.

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

V. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

Unless the context otherwise requires:

- a. Words in the singular shall include the plural and vice versa.
- b. “Investment” shall include disinvestment.
- c. References to the “**Client**” shall, where the Client is:
 - an individual: include his/her heirs, executors, administrators, legal representatives and permitted assigns;
 - a partnership firm: include the partners for the time being, survivors, their respective heirs, executors, administrators, legal representatives and permitted assigns;
 - a company/body corporate/LLP/sole proprietorship: include its successors and permitted assigns;

- a Karta of a Hindu Undivided Family: include the members of the HUF and their respective heirs, executors, administrators and assigns;
- a trust: include the principal trustee, board of trustees or any trustees/persons authorised to act on behalf of the trust.

- d. Words importing the masculine gender shall, where the context so admits, include the feminine and neutral genders.
- e. “In writing” or “written” shall include communication made by email or other legally recognised electronic means.
- f. The captions used in this Agreement are for convenience only and are not intended to have any legal effect.

VI. SCOPE OF SERVICES

- a. The Services to be provided by the Investment Adviser and agreed by the Client are described in detail in **Annexure C**.
- b. The Investment Adviser does not provide implementation or execution services for the advice given under this Agreement. The IA shall not execute trades or place orders in any trading or demat account of the Client.
- c. The Client shall, at his/her sole discretion and risk, decide whether to act upon any advice/recommendation provided by the Investment Adviser. The Investment Adviser has no authority to act on behalf of the Client for execution.
- d. The role of the Investment Adviser is strictly limited to the scope of Services under this Agreement and does not extend to portfolio management, fund management, accounting, tax filing or legal advisory services.

VII. FUNCTIONS, OBLIGATIONS AND DUTIES OF THE INVESTMENT ADVISER

The Investment Adviser shall:

- a. Provide investment advisory services in accordance with the IA Regulations, circulars and guidelines issued by SEBI from time to time.
- b. Act in a fiduciary capacity and in the best interest of the Client at all times.
- c. Ensure continuous compliance with IA Regulations and other applicable laws, rules and regulations.
- d. Ensure that the Principal Officer and all persons associated with investment advice meet the qualification and certification requirements prescribed under Regulation 7 of IA Regulations.
- e. Maintain required net worth at all times as prescribed under Regulation 8 of IA Regulations.
- f. Maintain and preserve records, including records of client communications, risk profiling, suitability, advice given, fees charged and complaints, as required under IA Regulations and SEBI circulars.
- g. Provide to the Client periodic reports on investment advice/recommendations as part of the Service.
- h. Ensure that annual compliance audit is conducted within the timeline prescribed by SEBI (presently within six months of the end of the financial year or such other time as may be specified).
- i. Disclose and display on its Website such information relating to grievances and complaints as may be mandated by SEBI.

VIII. RISK PROFILING

- a. The Investment Adviser shall carry out risk profiling of the Client, including assessment of risk capacity and risk appetite, in accordance with IA Regulations and applicable SEBI circulars.
- b. The Investment Adviser shall provide advice that is suitable and appropriate to the Client’s risk profile and investment objectives.
- c. The Investment Adviser will not be liable or responsible for any loss or liability incurred on account of Client opting for services not suitable to the risk profile of the Client. The Client agrees to indemnify the Investment Adviser for any liability which the Investment Adviser may incur on account of providing Services.
- d. The Investment Adviser shall communicate the assessed risk profile to the Client.
- e. The Client agrees to give consent on the risk profile arrived at in the manner as required by the Investment Adviser under the IA Regulations.
- f. For the purposes of risk profiling and providing advice, the Client agrees to furnish information including, but not limited to: age, investment objectives, investment horizon, income, expenses, existing investments, risk appetite and liabilities.
- g. The Client’s risk profile shall be reviewed and updated:
 - whenever there is a material change in the information provided by the Client and such change is communicated to the IA; or
 - at least once in three years, whichever is earlier.

IX. INVESTMENT OBJECTIVE AND GUIDELINES

- a. Based on the selected product/service (as per **Annexure C**), the Investment Adviser may provide advice in respect of listed equity shares and equity-oriented mutual funds, or such other SEBI-regulated securities as may be permitted from time to time.
- b. The investment objective of the Investment Adviser is to provide suitable advice aligned with the Client’s risk profile and investment goals; however, no assurance is given regarding achievement of such goals.
- c. The Investment Adviser shall provide reports/communications on the investment advice and recommendations based on the risk profile and the selected Service.
- d. Tax matters are outside the scope of this Agreement. The Client shall consult his/her own tax advisor/chartered accountant for tax implications of investments. GST and other applicable taxes shall be levied on the Investment Adviser’s fees.

X. RISK FACTORS

The Client acknowledges and agrees that:

- a. All investments in stock markets, securities and other financial instruments are subject to market risks and the returns may go up or down depending upon the factors and strategies affecting the securities market. The prices may swing widely, beyond expectations, and may lead to unanticipated losses.
- b. There are no guaranteed returns. The Client may suffer partial or total loss of the capital invested.

- c. Equity investments may be subject to volatility in market prices which may occur on account of various factors such as corporate events, adverse news events, future market expectations, changes in industry factors, change in management/key personnel, acquisition/loss of key contracts, overall economic slowdown, unanticipated corporate performance, etc.
- d. Past performance of any recommendations, strategies or Services is not indicative of future performance.
- e. Investment advice may not always be profitable and may result in under-performance relative to benchmarks or other strategies.
- f. Liquidity in securities may at times be limited due to low trading volumes and settlement periods.
- g. Acts of State, or sovereign action, acts of nature, acts of war, civil disturbance are extraneous factors which can impact the advice provided by the Investment Adviser.

XI. VALIDITY OF ADVISORY SERVICES

- a. This Agreement becomes effective from the date of its execution and shall remain in force until terminated in accordance with **Clause XIII**.
- b. Services may be renewed by the Client by paying the applicable fees and executing any updated agreement/terms, if required.

XII. AMENDMENTS

Any amendment or modification to this Agreement shall be **valid only if made in writing**, specifically referring to this Agreement and duly signed/consented to by both Parties (including through legally acceptable electronic modes).

XIII. TERMINATION

- 1. This Agreement may be terminated in the following circumstances:
 - a. Voluntary or mandatory termination by the Investment Adviser;
 - b. Voluntary termination by the Client;
 - c. Expiry of subscription period and non-renewal by the Client;
 - d. Suspension/cancellation of the Investment Adviser’s SEBI registration;
 - e. Bankruptcy/insolvency or liquidation of the Investment Adviser or the Client;
 - f. Any order, directive or action by any regulatory authority/government that necessitates termination;
 - g. Any other event expressly specified by SEBI/IA Regulations requiring termination.
- 2. Either Party may terminate this Agreement by giving the other Party 30 (thirty) days’ prior written notice.
- 3. The Parties may also terminate this Agreement by mutual written consent.

XIV. IMPLICATIONS OF AMENDMENTS AND TERMINATION

- a. In case the Client does not accept any amendment to this Agreement as proposed by the Investment Adviser, the Client may opt to terminate the Agreement.
- b. In the event of pre-mature termination of the Agreement (by either Party), the Client shall be entitled to a refund of fees for the unexpired period of the Services, after deduction of a breakage fee not exceeding one-quarter of the annual fee, as permitted by SEBI.
- c. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Any assignment without such consent shall be voidable at the option of the non-assigning Party.

XV. RELATIONSHIP WITH RELATED PARTIES

- a. The Investment Adviser maintains appropriate arrangements to identify and manage related-party relationships and conflicts of interest.
- b. Details of business activities, other registrations and related disclosures are provided in **Annexure B**.
- c. Any present or future activity with related parties shall be carried out on an arm’s-length basis and in accordance with applicable laws and SEBI requirements. Any conflict of interest, actual or potential, shall be disclosed to the Client as and when it arises.

XVI. INVESTMENT ADVISER ENGAGED IN OTHER ACTIVITIES

- a. The Investment Adviser shall ensure that any other permitted activities are carried out at arm’s length, with clear segregation from investment advisory activities.
- b. The Investment Adviser shall not provide any distribution services (for securities and investment products) to the Client, either directly or through any group entity/family member, in line with SEBI’s conflict-of-interest management framework.

XVII. REPRESENTATIONS TO CLIENT

The Investment Adviser shall obtain such consents, confirmations and declarations from the Client as may be required under IA Regulations and other applicable laws prior to rendering Services or acting in relation to the securities or investment products advised.

XVIII. NO POWER OF ATTORNEY

The Investment Adviser shall not seek or accept any Power of Attorney (PoA) or authorisation enabling it to operate or execute trades in the Client’s trading, demat or bank accounts. All execution decisions shall rest solely with the Client.

XIX. NO CONFLICT OF INTEREST

- a. The Investment Adviser shall disclose all actual or potential conflicts of interest to the Client as and when they arise and shall not derive any direct or indirect benefit from the Client’s securities/investment products.
- b. The Investment Adviser shall disclose to the Client any connection or association with issuers of

products/securities that may reasonably be expected to impair its objectivity or independence, including material information or facts that may impact the advisory relationship.

c. The Client acknowledges that he/she has reviewed and understood the disclosures provided in **Annexure B**.

XX. MAINTENANCE OF ACCOUNTS AND CONFIDENTIALITY

a. The Investment Adviser shall maintain Client records and data in accordance with the IA Regulations and applicable SEBI circulars and shall keep such data confidential, subject to legal and regulatory requirements.

b. The Investment Adviser may disclose the Client’s information:

- where required under applicable law, regulation, court order or regulatory/governmental directions; or
- to any authority or entity to whom disclosure is required in connection with regulatory filings, inspections, audits or investigations.

XXI. LIABILITY OF INVESTMENT ADVISER

a. The Client agrees that the Investment Adviser shall not be liable for any loss, damage or diminution in value of the Client’s investments arising from market movements, volatility, corporate events or any other factors beyond the reasonable control of the Investment Adviser.

b. The Investment Adviser shall not be liable for any errors or inaccuracies in publicly available information (such as stock exchange data or third-party sources) reasonably relied upon in good faith.

XXII. INDEMNITIES

Without prejudice to any other rights available to the Investment Adviser, the Client agrees to indemnify and hold harmless the Investment Adviser from and against any and all lawful claims, losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising out of or in connection with:

- a. Any action taken or omitted to be taken in good faith by the Investment Adviser pursuant to this Agreement and based on information, documents or instructions provided by the Client;
- b. Any negligence, misrepresentation, wilful default or misconduct by the Client;
- c. Any breach or non-compliance by the Client of the terms of this Agreement or applicable laws, including incorrect or incomplete information furnished by the Client.

XXIII. REPRESENTATIONS AND COVENANTS

(A) Client’s Representations

The Client represents, warrants and undertakes that:

- a. The Client has the legal capacity and authority to execute, deliver and perform this Agreement and has obtained all requisite consents and approvals.
- b. This Agreement constitutes a legal, valid and binding obligation of the Client, enforceable in accordance with its terms.

- c. The Client has read and understood this Agreement, the risk factors and the nature of Services and shall not hold the Investment Adviser responsible for any loss arising from inherent market risks.
- d. The Client enters into this Agreement on his/her own behalf and interest and not as a nominee or agent of any third party (unless specifically disclosed and accepted by the IA).

(B) Investment Adviser’s Representations

The Investment Adviser represents, warrants and undertakes that:

- a. It has the legal capacity and authority to execute, deliver and perform this Agreement and has obtained all necessary consents and approvals.
- b. This Agreement constitutes a legal, valid and binding obligation on the Investment Adviser, enforceable in accordance with its terms.
- c. The Principal Officer and persons associated with investment advice fulfil the qualification and certification requirements as prescribed under IA Regulations.
- d. Advice on securities is based on internal research methodology, the Client’s risk profile and suitability considerations and is not driven by commissions, brokerage, gifts or any other form of incentive.
- e. The Investment Adviser shall endeavour to act in the best interest of the Client at all times.

XXIV. CLIENT’S OBLIGATIONS

The Client agrees to:

- a. Provide true, complete and up-to-date information and documents relating to financial status, income, expenditure, assets, liabilities, investment objectives and other details required by the Investment Adviser from time to time.
- b. Comply with KYC and Anti-Money Laundering (AML) requirements as specified under applicable laws and SEBI guidelines.
- c. Promptly inform the Investment Adviser, in writing or through accepted electronic means, of any change in information provided earlier (including contact details, financial situation, risk appetite, etc.).
- d. Acknowledge that misrepresentation or incorrect information in the risk profiling questionnaire or KYC documents may result in inappropriate advice and additional risk to the Client.
- e. Agree to receive SMS, emails and other communications on the registered mobile number/email address, including for service-related and regulatory communications.
- f. Confirm that he/she has clearly understood the questions and descriptions in any risk profiling or suitability questionnaire used by the IA.
- g. Provide details of dependent family members where advisory services are sought in respect of assets funded from the Client’s income.
- h. Use the Services strictly for personal use and not copy, distribute, transmit, display, publish, create derivative works, transfer or sell any proprietary information of the Investment Adviser.

XXV. DEATH OR DISABILITY OF CLIENT

- a. In the event of death or permanent disability of the Client during the currency of this Agreement, and upon receipt of written notice and supporting documents from the Client (in case of disability) or from his/her successors/legal heirs (in case of death), this Agreement shall stand terminated.
- b. The fees already paid by the Client will not be refunded. However, the legal heirs will not be responsible for the payment of the fees for the remaining period of the agreement.

XXVI. SETTLEMENT OF DISPUTES AND ARBITRATION

- a. The Investment Adviser shall not be liable for any loss or damage suffered by the Client that may arise from acts done or omitted in good faith and in accordance with the Client’s instructions and applicable law.
- b. The procedure for grievance redressal is detailed in **Annexure D** and further supplemented in **Clause XXX (MITC)**.
- c. Any disputes, differences or claims arising out of or in connection with this Agreement shall, in the first instance, be sought to be resolved through mutual discussions between the Parties.
- d. If unresolved within a reasonable period, the matter shall be referred to and settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended. The seat and venue of arbitration shall be Pune, Maharashtra, and the arbitration proceedings shall be conducted in English.
- e. Both Parties agree to participate in Online Dispute Resolution (ODR) mechanisms (including the “Smart ODR” portal) and such other mechanisms as may be mandated under SEBI circular no. **SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023**, and subsequent circulars.

XXVII. ADHERENCE TO GRIEVANCE REDRESSAL TIMELINES

The Investment Adviser shall endeavour to resolve Client grievances within the timelines specified under SEBI circulars and disclose the same on its Website, including escalation matrix and ODR processes.

XXVIII. SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

XXIX. FORCE MAJEURE

The Investment Adviser shall not be liable for any delay, interruption or failure in performance arising from circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, riots, strikes, lockouts, pandemic, epidemic, failures of communication networks, or orders of governmental/regulatory authorities.

XXX. INTELLECTUAL PROPERTY

- a. All Intellectual Property Rights in the material (text, data, reports, charts, software, designs, logos, videos, etc.) made available to the Client by the Investment Adviser shall remain the exclusive property of DSIJ Private Limited or its licensors.
- b. The Client shall not copy, reproduce, distribute, republish, download, display, transmit, reverse engineer, decompile, disassemble or create derivative works from such material, except to the limited extent permitted under this Agreement or applicable law.
- c. Any unauthorised use of the Investment Adviser’s intellectual property may result in civil and/or criminal liability under applicable law.

XXXI. DISCLOSURES – MOST IMPORTANT TERMS AND CONDITIONS (MITC)

This section forms part of the Most Important Terms and Conditions (MITC) as required under SEBI circulars for Investment Advisers.

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.
- h. 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).
- i. 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.
- j. 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.
- k. 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.
- l. The IA shall endeavour to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
- m. For any grievances,

Step 1: The client should first contact the IA using the latest contact details on its website. Following are the contact details as of now:

Grievance Redressal/ Escalation Matrix			
Designation	Contact Person	Contact No.	Email-ID
Customer Care	Mr. Ratin Biswas	+91 9240904925	service@dsij.in
Compliance Officer	Mr. Abhishek Chitre	+91 9240904926	complianceofficer@dsij.in
Chief Operating Officer	Mrs. Kaamini Padode	+91 9240904926	coo@dsij.in
Principal Officer	Mrs. Kaamini Padode	+91 9240904926	principalofficer@dsij.in

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>

- n. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.
- o. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.
- p. 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.

XXXII. MISCELLANEOUS

1. Expenses

Each Party shall bear its own expenses (including professional fees to lawyers, consultants, auditors, etc.) incurred in connection with this Agreement and the transactions contemplated herein.

2. **Notices**

All notices under this Agreement shall be in English, in writing, and sent by registered post, recognised courier service or email to the addresses specified below (or such other address as may be notified):

- Investment Adviser:
DSIJ Wealth Advisory Private Limited (Non-Individual Investment Adviser)
Communication Address: 409, Solitaire Business Hub, Kalyani Nagar, Pune – 411006.
Principal Officer: **Mrs. Kaamini Padode**
Contact No.: +91 9240904926
Email: principalofficer@dsij.in
- Client:
As specified in **Annexure A**.

3. **Remedies**

No remedy under this Agreement is intended to be exclusive of any other remedies available at law or in equity. Exercise of any one remedy shall not preclude the exercise of other remedies.

4. **Entire Agreement**

This Agreement together with its Annexures constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior understandings and communications.

5. **Counterparts**

This Agreement may be executed in counterparts (including by electronic signatures), which together shall constitute one binding agreement.

6. **Waiver**

No failure or delay by either Party in exercising any right or remedy shall operate as a waiver thereof. Any waiver must be in writing and signed by an authorised representative of the waiving Party.

7. **No Agency**

Nothing in this Agreement shall be construed as creating an agency, partnership or joint venture between the Parties.

8. **Further Assurances**

Each Party shall perform such further acts and execute such further documents as may be reasonably required to give full effect to the provisions of this Agreement.

XXXIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra, subject to arbitration as set out in Clause XXVI.

IN WITNESS WHEREOF

The Parties hereto have executed this Agreement on the date appearing above as the date of this Agreement.

For DSIJ Wealth Advisory Private Limited (Formerly known as DSIJ Private Limited)

By: _____
Name: **Kaamini Padode**
Designation: **Principal Officer**
Date: **((Current_date))**

For Client

By: _____
Name: **((Client name))**
Date: **((Current_date))**

Annexure A
DETAILS OF CLIENT

Full Name	((Client name))
Residential Address	((#b.address#1 length:19)) ((#b.address#2 length:19))
Email ID	((Email_id_of the_client))
Mobile No.	((MobileNo_of_client))
PAN	((PANcard_umber))

Annexure B
Disclosures under IA Regulations

Since we are registered with SEBI as an Investment Adviser, we are required to disclose certain information to our clients so that they can take informed decisions before taking any of our services.

DSIJ Wealth Advisory Private Limited (Formerly known as DSIJ Private Limited),
CIN No: U66190PN2003PTC239888, is registered with Securities and Exchange Board of India (SEBI), as an Investment Adviser bearing registration number INA000001142; Type - Non- Individual, Validity - Perpetual, with Registered Office Address and Correspondence/Head Office Address at: 409, Solitaire Business Hub, Kalyani Nagar, Pune 411006., (+91)- 9240904925. BSE Enlistment no.: 1346. Compliance Officer: Mr. Abhishek Chitre, Contact Number: (+91)- 9240904926 and Email: complianceofficer@dsij.in; SEBI regional/local office address- SEBI Bhavan BKC, Plot No.C4-A, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051. URL: <https://sebi.gov.in/contact-us.html>

Investments in securities market are subject to market risks. Read all the related documents carefully before investing.
Registration granted by SEBI, enlistment of BSE and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

About the Directors:

Sr. No.	Name	DIN	Designation
1.	Mr. Rajesh Padode	01345574	Managing Director
2.	Mrs. Keerti Padode	01853307	Director
3.	Mr. Shashikant Singh	10165670	Director
4.	Mrs. Kaamini Padode	10380821	Director

About Business activities:

As per the subscription business activity, every customer subscribes to a particular product/service to receive the recommendation content/advice on a periodic basis.

Product/Service Bouquet at DSIJ:

Other than the flagship magazine and FNI newsletter which have been in existence since 1986, the other advisory services at DSIJ are

- **Investment Advisory (IA) Services as of now:**
 - Portfolio Advisory Service (PAS) (Not being a Portfolio Manager)
- **Investor Services as of now:**
 - Large Rhino
 - Mid Bridge
 - Vriddhi Growth
 - Tiny Treasure
 - Mispriced Gems
 - Value Pick

- Multibagger Pick
 - Micro Marvel
 - Penny Pick
 - Momentum Pick
 - Model Portfolio
- **Trader Services as of now:**
 - POP BTST
 - POP Stocks
 - POP Options
 - Technical Advisory Service

Disciplinary History:

There are no outstanding litigations or no disciplinary history against the Company and its directors.
<https://www.dsij.in/litigations>

Disclosure about conflict of interest:

As the Company does not provide any **distribution services**, there is **no conflict of interest**. The Company is also **registered as a Research Analyst bearing registration no. INH000006396 with SEBI** as of now and provides research services and research reports on equity stocks and derivatives to clients. The recommendations provided to clients under research analyst services may differ from the advice given to clients under investment advisory services.

Affiliation with other intermediaries:

- There is no affiliation with any other intermediaries as on date, except as mentioned above.
- DSIJ or its analysts did not receive any compensation or other benefits from the companies or third party in connection with providing any investment advice.
- Subject company may have been client of DSIJ or its associates during twelve months preceding the date of publication of the research report.
- DSIJ or its associates may have received compensation for services provided from the subject company in the past twelve months.
- DSIJ or its associates have not managed or co-managed public offering of securities for the subject Company in the past twelve months.
- The Research Analysts of the company have not served as an officer, director or employee of the subject Company.
- The Research Analysts or the Company have not been engaged in market making activity for the subject Company.
- Research analyst or his/her relatives may have actual/ beneficial ownership of 1% or more securities of the subject company at the end of the month immediately preceding the date of publication of research report.
- DSIJ or Research analyst or his/her relatives may have financial interest in the subject company in ordinary course of business.
- DSIJ and its associate company(ies), their directors and employees may from time to time, without intention, may have a long or short position in, and buy or sell the securities of the company(ies) mentioned herein or may have any other potential conflict of interests with respect to any recommendation and other related information and opinions.

Disclosure on Non- SEBI Product:

Any Investment advice given by the Investment adviser on the products or services which are outside the regulatory purview of the Board, no recourse from the Board shall be available to clients for any grievance arising therefrom.

AI Tools:

The IA discloses to the client that it may utilise Artificial Intelligence (AI) tools where it determines that such technology enhances its research and services, leading to improved quality and a superior client experience. Currently, OpenAI and Deepseek are among the primary AI tools in use, but the IA reserves the right to adopt additional AI tools as deemed beneficial over time.

Definitions of Terms Used in the research reports:

- 'Subject company' means the company where a recommendation is being suggested.
- Buy: The intended audience is being informed that they can consider purchasing the shares of the said company
- Sell: The intended audience is being informed that they can consider selling the shares of the said company
- Hold: The intended audience is being informed that they can consider to neither purchase or sell but continue to hold, if any, the shares of the said company

Annexure C
Details of service and fees charged To the Client

Service Name: Portfolio Advisory Service (PAS)

Scope of Service

- IA will recommend approximately 18–22 stocks and build a portfolio during the subscription validity.
- Each recommendation will include a brief rationale. IA will monitor each recommended stock and may advise action (Buy/Accumulate/Sell/Hold) during the subscription period.
- Recommendations and updates will be delivered via one or more of: email, in-app notification, SMS/message, or any future mechanism adopted by IA.
- IA may issue ad-hoc updates on recommended stocks while the subscription remains active.

Fee Structure:

Mode of charging fees	Fees
Fixed Fee	Rs. 34,999 per annum, inclusive of GST.

- The above fee is for individual/HUF Clients; fees for non-individual/accredited investor clients may be separately agreed, if applicable.
- Fees are payable in advance for 1 year, through permitted non-cash modes.
- An invoice will be issued after receipt of payment. This Agreement (unless superseded) shall apply to all future renewals of this Service, and the specific subscription period and fee paid will be reflected in the invoice/receipt at that time.

Annexure D
Settlement of disputes

1. If the Client is not satisfied with our services and would like to lodge a complaint, we would request the Client to first talk to our representative/consultant from the Investment Adviser Department who is the point of contact. The Client can discuss with him/her and be rest assured that the complaint will be resolved on best efforts within 21 working days.
2. The Client can also email or talk to the representative/consultant via telephone. The contact no. is (+91) - 9240904925.
3. Alternatively, the Client can send us a complaint in writing or via email on **pas@dsij.in**.
4. If the Client's complaint is not resolved within a period of one month, the Client may refer their complaint to the regulator - The Securities and Exchange Board of India (SEBI).
Corresponding SEBI office address: Plot No.C4-A, 'G' Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra. SEBI has launched a centralized web-based complaints redress system 'SCORES'. The link to the platform is <https://scores.sebi.gov.in/scores/complaintRegister.htmls>.
