

INVESTMENT ADVISORY SERVICES AGREEMENT

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

BETWEEN

Naveen Rego Capital Private Limited, a Registered Investment Advisor with SEBI Registration No. INA000019211 having office at 1-17-1198/10/11/12, 1st Floor, N J Arcade, Ladyhill,, Dakshina Kannada, Mangalore, Karnataka, 575006, (hereinafter referred to as the “**INVESTMENT ADVISOR**” 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

Mr. (PAN:) & Mrs (PAN:)a resident of (hereinafter referred to as the “**CLIENT**” which expression shall unless it be repugnant to the context or be deemed to mean and include, its administrators & permitted assigns) of the **SECOND PART**;

Both Investment Advisor and the Client shall also hereinafter individually referred to as Party & collectively as Parties.

Whereas the Client is desirous of availing the advisory services in respect of the analysis of the investment portfolio from the Investment Advisor on the terms & conditions as described hereinafter.

1. APPOINTMENT OF THE INVESTMENT ADVISER:

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

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 “I/we give consent to the investment advisor to fetch/ Validate/ Update the KYC records from 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 As per clause 15A of SEBI (Investment Advisers) Regulations, 2013

“Investment Adviser shall be entitled to charge fees for providing investment advice from a client in the manner as specified by the Board.”

Circular No.:
SEBI/HO/IMD/DF1/CIR/P/2020/182 dated
Sep 23, 2020, and Circular No.:
SEBI/HO/MIRSD/ MIRSD-PoD-
1/P/CIR/2025/003 dated 8th January, 2025

may be referred using below link to access the guidelines issued by SEBI in this regards:
<https://www.sebi.gov.in/legal/circulars/sep-2020/guidelines-for-investment-advisers-47640.html>

<https://www.sebi.gov.in/legal/circulars/jan-2025/guidelines-for-investment-advisers-90632.html>

5 FEES APPLICABLE TO THE CLIENT AND BILLING

- 5.1 Details of Fees to be charged are following:
- (i) The quantum and manner of payment of fees for investment advice rendered- Refer "Our fees structure 20-06-2024" attached.
 - (ii) Fee modalities and periodicity, by attaching a detailed fee schedule to the agreement; -Refer "Our fees structure 20-06-2024" attached.
 - (iii) Illustration(s) on how the fee will be determined; - Refer the relevant attachment.
 - (iv) Whether payment to be made in advance; -Refer "Our fees structure 20-06-2024" attached
 - (v) Type of documents evidencing receipt of payment of fee; -Tax invoice mentioning clearly the date of receipt and the term
 - (vi) Periodicity of billing with clear date and service period. -Refer "Our fees structure 20-06-2024" attached
- 5.2 The payment of fees shall be through any mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be in cash.
- 5.3 Investment Advisor 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.
- 5.4 SEBI vide circular no. SEBI/HO/MIRSD/MIRSD-POD-1/P/CIR/2024/120 dated September 13,

2024, has introduced an optional mechanism for collection of fees by SEBI Registered IAs and RAs from their clients, called 'Centralized Fee Collection Mechanism (CeFCoM) for IA and RA'. It is to inform that the Investment Adviser has not opted for (CeFCoM) and the same shall be communicated to the clients if Investment Adviser opts for the same in future.

6 MOST IMPORTANT TERMS AND CONDITIONS:

- 6.1 The most Important terms and conditions related to the agreements is more particularly described in Annexure B

7 SCOPE OF SERVICE

- 7.1 Investment Advisor may provide some or all of the following services to the Client:
- 7.1.1 Assist in articulating the family goals & objectives.
 - 7.1.2 Assist in assessing the risk profile.
 - 7.1.3 Develop an Investment Policy Statement based on your goals and risk profile.
 - 7.1.4 Develop investment recommendations based on goals & risk profile and assist in implementing these recommendations.
 - 7.1.5 Provide advice with respect to the investment in equity, mutual funds, insurance, commodities and other financial assets, as needed, and assist in implementing recommendations.
 - 7.1.6 Provide advice and recommendations in any other areas of financial planning in which Advisor or Client identifies a need.

8 DUTIES & FUNCTIONS OF THE INVESTMENT ADVISER

- 8.1 Investment Advisor shall provide Investment Advisory Services to the Client during the term of this Agreement on investment in all financial/investment products under all regulated authorities as is permitted under applicable laws and regulations governing Investment Advisor & the financial industry. The services rendered by the Investment

Advisor 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.

- 8.2 Investment Advisor shall act in a fiduciary capacity as one of the advisors to the Client with respect to managing its investment-related portfolio holistically & will be providing all back end supporting services. Investment Advisor shall act in a Bonafide manner for the benefit and in the interest of the Client.
- 8.3 Investment Advisor shall be in compliance with the SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- 8.4 Investment Advisor shall be in compliance with the eligibility criteria as specified under the IA Regulations at all times.
- 8.5 Pursuant to the SEBI (Investment Advisers) Regulations, 2013 guidelines with respect to Risk Profiling and Suitability Assessment, Investment Advisor shall conduct proper risk profiling and risk assessment for each of the clients. As per risk analysis, risk capacity, risk aversion & client requirement, the Investment Advisor needs to ensure that correct product/service as per client risk tolerance capacity is being offered, which is suitable for client.
- 8.6 Investment Advisor shall provide reports to clients on potential and current investments if requested.
- 8.7 Investment Advisor shall maintain client-wise KYC, advice, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, rationale of advice, related books of accounts and a register containing list of clients along with dated investment advice in compliance with the SEBI (Investment Advisers) Regulations, 2013.
- 8.8 Investment Advisor shall get annual compliance audit conducted as per the SEBI (Investment Advisers) Regulations, 2013.
- 8.9 Investment Advisor undertakes to abide by the Code of Conduct as specified in the

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

9 INVESTMENT OBJECTIVE AND GUIDELINES

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

10 RISK FACTORS

- 10.1 Investments in securities are subject to market risks and there is no assurance or guarantee that the objective of the investments will be achieved;
- 10.2 Past performance of the investment adviser does not indicate its future performance.
- 10.3 The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- 10.4 Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slowdown, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil

disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Investment Advisor or any of its Associates.

- 10.5 The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.
- 10.6 Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.

11 VALIDITY OF ADVISORY SERVICES

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

12 AMENDMENTS

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 Advisor.

13 TERMINATION

- 13.1 This Agreement may be terminated under the following circumstances, namely-
1. Voluntary / mandatory termination by the Investment Adviser.
 2. Voluntary / mandatory termination by the client.
 3. Suspension/Cancellation of registration of Investment Adviser by SEBI.
 4. 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 case of suspension of the certificate of registration of the IA, the client may terminate the agreement.

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 In case the clients are not satisfied with the services being provided by the investment adviser and want to terminate/ stop Investment Advisory services or the investor adviser is unable to provide Investment Advisory services, either party shall have a right to terminate Investment Advisory relationship at any time subject to refund of advisory fee after deducting one quarters fee as breakage fee in case termination is initiated by the clients and refund of the proportionate advisory fee in case termination is initiated by Investment Adviser.
- 14.3 The Investment Advisor 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 Advisor 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

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

17 REPRESENTATION TO CLIENT

Investment Advisor 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

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

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 Details of name, contact no, email id, certification and qualifications of the adviser, persons associated with the investment advice

Investment adviser

Name	Naveen Julian Rego
Contact No.	9845557582
Email	naveen@naveenreg.com
Certification	NISM XA and XB, CFP®
Qualification	BE, MA(Economics), PGDM

- 22.2 Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA000019211. The investment adviser got its registration on June 20, 2024 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 advisory service.
- 22.4 Investment Adviser shall ensure that the approvals and consents as mentioned in clause 22.1 & 22.2 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 client's executor, guardian, successor, nominee, attorney-in-fact or other authorized representative must engage Investment Adviser

in order to continue to service client's accounts.

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 All disputes, differences, claims and questions whatsoever arising from this Agreement between the Client and Investment Advisor and/or their respective representatives touching these presents shall be in accordance with and subject to the provisions of The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof for the time being in force. Such Arbitration proceedings shall be held at Mangalore and the language of Arbitration will be English.
- 24.4 Both parties agree to undertake online conciliation and/or online arbitration by participating in the ODR Portal and/or undertaking dispute resolution in the manner specified in the SEBI circular no. SEBI/HO/OIAE/OIAE_IAD-1/P/CIR/2023/131 dated July 31, 2023, on "Online Resolution of Disputes in the Indian Securities Market".

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

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, or failure of communication or power supply.
- 27.2 In the event of equipment breakdowns beyond its control, the Investment Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

28 MISCELLANEOUS

Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof

Agreed and Accepted:

.....

.....

.....
Naveen Julian Rego
Managing Director & Principal Officer
For Naveen Rego Capital Private Limited

Date: 20-06-2024

Naveen Rego Capital Private Limited

Trade Name: Naveen Rego Capital Private Limited,
SEBI Registered Investment Advisers Registration No. INA000019211
BSE Enlistment No: 2178, CIN of the IA: U65999KA2004PTC034441
(Type of Registration- Non-Individual, Validity of Registration- Perpetual)
Address: 1-17-1198/10/11/12, 1st Floor, N J Arcade, Ladyhill,, Dakshina Kannada, Mangalore,
Karnataka, 575006
Contact No: 9845557582, Email: support@naveenregocapital.com
SEBI Regional/local office address - Jeevan Mangal Building, Hayes Rd, off, Residency Rd,
Shanthala Nagar, Ashok Nagar, Bengaluru, Karnataka 560025
Principal Officer: Naveen Julian Rego, Contact No: 9845557582, Email: support@naveenregocapital.com
Compliance Officer: Manjiri Joshi, Contact No:9686694288, Email: manjiri@naveenregocapital.com
Grievance Officer: Manjiri Joshi, Contact No:9686694288, Email: manjiri@naveenregocapital.com

Standard warning

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

Disclaimer

"Registration granted by SEBI, Enlistment with BSE and certification from NISM in no way guarantee performance of
the intermediary or provide any assurance of returns to investors"

Naveen Rego Capital Private Limited

SEBI Registered Investment Adviser

Reg No: INA000019211 & BSE Membership ID: 2178

1st Floor, NJ Arcade, Lady hill, Mangalore-575006

CIN: U65999KA2004PTC034441

GSTIN: 29AAACF8215B1ZY

Our Fee Structure

We have a slab wise pricing structure for our advisory engagements, which is easy and simple to understand.

The fees are dependent on the Engagement models opted as below:

Annual Advisory Comprehensive Engagement fees:

Asset Under Advice	Annual Advisory Fees p.a.in INR
Upto Rs. 50 lakhs	Rs. 25,000/-
Above Rs. 50 lakhs	0.50% of Asset Under Advice

Annual Advisory Lite Engagement fees:

Total Financial Wealth	Annual Advisory Fees p.a. in INR
Upto Rs. 1 Cr	Rs. 25,000/-
Rs. 1 Cr to Rs. 5 Cr	Rs. 50,000/-
Rs. 5 Cr and above	Rs. 1,00,000/-

Set-up Fees:

New clients opting for Annual Advisory Engagement (Comprehensive and Lite) or clients joining back after a break will have to pay set-up fees. This would be between Rs. 10,000/- to Rs. 25,000/- based on the work and expertise required. This would cover initial discussions, review of the existing portfolio, account set up and documentation work.

One Time Advice:

Time basis - Rs 3,000/- for up to 60 minutes and in multiples thereof.

Project based -between Rs 10,000/- to Rs 25,000/- per assignment for maximum 30 days

Note:

1. We do not earn any brokerage/commissions on our recommendations and advise.
2. **Assets Under Advice for Annual Advisory Comprehensive Engagement** include only financial assets like Mutual Funds, Listed Securities like stocks, ETFs, Bonds, debentures, REIT's/InvITs, Gold holdings in financial form (SGB), PMS, AIF's and structured Real Estate. One can safely exclude banking products, Postal savings Scheme, Senior Citizen Savings

Schemes, PPF, Employer benefits including NPS and ESOPs, Traditional & Market Linked (ULIPs) Insurance, Pension/Annuity Plans, Jewelry and Real Estate holdings. Also, client managed some direct stock and mutual fund portfolio could be excluded if the client does not want restructuring/review on the same. Mutual Funds in Regular Option would also not be counted for Asset Under Advice if no advice is sought on the same. However, Mutual Funds in regular options which require our expertise would be charged review and restructuring fees. It could be noted that for **Annual Advisory Lite Engagement** Clients **Total financial wealth includes all financial assets excluding Real Estate and employer terminal benefits.**

3. **Valuation of Assets/ Wealth (for fee calculation)** would be done in the beginning of the term which could be every quarter/6month/ year as the case may be. This could be done with mutual consultation with the client. Investments proposed in the term could also be added to Asset Under Advice.
4. **Government Levies: 18%** GST charges would be over and above the quoted fees/installment dues.
5. Annual fees could be paid in advance annually or half yearly or quarterly installments. This would be based on the Asset Under Advice /Total financial wealth for that term. Other fees are to be paid up front.
6. Fees paid after the due date will have 10% escalation during the grace period of 15 days.
7. The fees are quoted per client family constitutes of an individual spouse and dependent children. Children having independent income would be billed separately based on their wealth.
8. All regulatory documentation and compliance as per SEBI Investment Adviser guidelines have to be completed before engaging with us.
9. **It would be advisable to pay the advisory fees from the portfolio and not from personal cash flows so that the net portfolio performance is considered after fees.**

Disclaimer:

1. The information is only for consumption by the client and such material should not be redistributed.
2. Investment in the securities market is subject to market risks. Read all the related documents carefully before investing.
3. Registration granted by SEBI, membership of BSE and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.

The above are our thoughts to make the fee charging exercise transparent for existing and prospective clients. These could be changed on a future date on prospective basis with due communication. It could be noted that fees are our only remuneration and hence there is no conflict of interest in our advisory engagements. To know more about the service deliverables, please refer our note on **Engagement Options**.

We believe that you would have got a better idea about our fee structure. In case, you are still not able to choose the most appropriate option or have any further queries then feel free to contact us at 9740457582 / 9686694288 or assistant@naveenrego.com.

Naveen Julian Rego -CFP®

Managing Director & Principal Officer

Date : 20th June 2024

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

Case Studies

CASE 1: One Time Engagement

Ms. Kareena, aged 35, has the following Investments:

- Fixed deposits: ₹25 lakhs
- Postal savings: ₹10 lakhs
- PPF: ₹4 lakhs
- NPS: ₹5 lakhs
- Mutual funds: ₹10 lakhs
- Stocks: ₹3 lakhs
- Real estate holdings: ₹50 lakhs

Ms. Kareena has opted for a **One-Time Engagement**, a 60-minute personalized financial advisory session, to reassess her comprehensive financial portfolio, covering all the above-mentioned investments. The fee for this service is **₹3,000, inclusive of 18% GST**. Incase, she wants a longer interaction, the fees would be in multiples of that time.

CASE 2: Annual Advisory Lite Engagement

Mr. Gopal, aged 55, is an NRI Businessman. His investments include:

- Cash: ₹1 crores
- Mutual funds: ₹1 crore
- Direct stocks: ₹1 crores
- Fixed deposits: ₹1.50 crores
- A self-occupied house worth: ₹2 crores

Mr. Gopal has chosen **Annual Advisory Lite Engagement**. The Total financial wealth of Mr. Gopal excluding self-occupied house is Rs.4.50 crore. He would be charged Rs.10,000 plus 18% GST as a one-time setup charge (applicable for all new clients). Apart from this, annual fees would be Rs. **₹50,000 plus 18% GST**, which could be paid at one go or in two equal installments. It could be noted Mr. Gopal needs to implement all the financial transactions himself.

CASE 3: Annual Advisory Comprehensive Engagement

Mr. and Mrs. Dsouza, aged 45 and 40 years, respectively, are seeking an **Annual Advisory Comprehensive Engagement** to manage their personal finances, which include:

- Mutual funds: ₹20 lakhs
- ESOPs: ₹5 lakhs
- Stocks: ₹15 lakhs
- Fixed deposits (FD): ₹5 lakhs
- Employee Provident Fund (EPF): ₹2 crores

Assets under Advice (AUA) of Mr. and Mrs. Dsouza is Rs.35 Lakhs (Mutual funds & Stocks only)

considered). They would be charged Rs.15,000 plus 18% GST as a one-time setup charge (applicable for all new clients). Apart from this, their annual fees would be Rs. **₹25,000 plus 18% GST**, which could be paid at one go or in two equal installments. It could be noted our implementation team would execute all the market linked transactions, if required.

Annexure B

MOST IMPORTANT TERMS AND CONDITIONS (MITC)

[Forming part of the Investment Advisory Agreement]

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 two quarters/ one year as the case may

be. 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.
12. The IA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
13. For any grievances,

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

Details of Designation	Contact Person Name	Address Where the Physical Address Location	Contact No.	Email- ID	Working hours when complaint can call
Customer Care	KHUSHI RIYANA DLIMA	NAVEEN REGO CAPITAL PRIVATE LIMITED N J ARCADE 1st FLOOR LADYHILL MANGALORE - 575006	+91-9740457582	ASSISTANT@NAVEENREGO.COM	MONDAY TO FRIDAY 9 A.M TO 6 P. M SATURDAY 9 A.M TO 1 P.M
HEAD OF CUSTOMER CARE	MANJIRI RAHUL JOSHI	NAVEEN REGO CAPITAL PRIVATE LIMITED N J ARCADE 1st FLOOR LADYHILL MANGALORE - 575006	+919686694288	manjiri@naveenregocom	MONDAY TO FRIDAY 9 A.M TO 6 P. M SATURDAY 9 A.M TO 1 P.M

COMPLIAN CE OFFICER	MANJIRI RAHUL JOSHI	NAVEEN REGO CAPITAL PRIVATE LIMITED N J ARCADE 1st FLOOR LADYHILL MANGALORE - 575006	+91 968669 4288	manjiri@naveenre go.com	MONDAY TO FRIDAY 9 A.M TO 6 P. M SATURDAY 9 A.M TO 1 P.M
CEO	NAVEEN JULIAN REGO	NAVEEN REGO CAPITAL PRIVATE LIMITED N J ARCADE 1st FLOOR LADYHILL MANGALORE - 575006	+91- 984555 7582	<u>NAVEEN@NAVEEN REGO.COM</u>	MONDAY TO FRIDAY 9 A.M TO 6 P. M SATURDAY 9 A.M TO 1 P.M
PRINCIPAL OFFICER	NAVEEN JULIAN REGO	NAVEEN REGO CAPITAL PRIVATE LIMITED N J ARCADE 1st FLOOR LADYHILL MANGALORE - 575006	+91- 984555 7582	<u>NAVEEN@NAVEEN REGO.COM</u>	MONDAY TO FRIDAY 9 A.M TO 6 P. M SATURDAY 9 A.M TO 1 P.M

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>

14. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.
15. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.
16. 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.

Naveen Rego Capital Private Limited
SEBI Registered Investment Adviser
Reg No: INA000019211 & BSE Membership ID: 2178
1st Floor, NJ Arcade, Lady hill, Mangalore-575006
CIN: U65999KA2004PTC034441
GSTIN: 29AAACF8215B1ZY

Annexure C

DISCLOSURES

1. Descriptions about "Investment Advisor"

1. History, Present business and Background

Investment Advisor is registered with SEBI as Investment Advisor with Registration No. INA000019211. The firm got its registration on June 20, 2024 and is engaged in Investment advisory, Wealth Management and Financial Planning services.

We are a professional Financial Planning and Wealth Management firm giving unbiased fee only financial advice across all financial products and goals. The advice is customized to each client's goals and risk appetite. We only recommend third party products, if need be, and have no financial products created by us.

As we charge fees from clients, we are not dependent on commissions/ brokerages for our revenues unlike the agents and banks. We would never act as sales agents for any financial institution and recommend unwanted products for getting higher commissions/brokerages. The advice given is always documented for future reference and review.

We always carry a simple test on each advice/product that is recommended to our clients. We would not recommend an investment product/financial plan which we ourselves in our personal portfolio would never accept. In a nutshell, we practice what we preach.

2. Terms and conditions of Advisory Services

Terms and conditions of advisory services are detailed in the client agreement. Please refer to the same for details.

3. Disciplinary history

1. No penalties / directions have been issued by SEBI under the SEBI Act or Regulations made there under against the Investment Adviser relating to Investment Advisory services.
2. There are no pending material litigations or legal proceedings, findings of inspections or investigations for which action has been taken or initiated by any regulatory authority against the Investment Adviser or its Directors, or employees.

1. Affiliations with other intermediaries

The Adviser is an authorized person with Mirae Asset Sharekhan to execute listed securities (Stocks, Bonds, REIT, ETFs etc) transactions. It also is associated with Mutual Fund Utility (MFU), NSE Mutual Fund (NMF) Platform, CAMS (Computer Age Management Services), KFinTech and the respective AMC platforms to execute Mutual

funds transactions. In all the above cases there are no remunerations received by the Adviser.

3. The Adviser and its employees may have holding or position in the securities advised herein.
4. The Adviser and its employees have no actual or potential conflicts of interest arising from any connection to or association with any issuer of products/securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services. Such conflict of interest shall be disclosed to the client as and when they arise.
5. Disclosure of all material facts relating to the key features of the products or securities, particularly, performance track record, warnings, disclaimers etc.

Clients are requested to go through the detailed key features, performance track record of the product, or security including warnings, disclaimers etc before investing as and when provided by the Investment Advisor. Such product materials may also be available to www.sebi.gov.in or www.nseindia.com or respective issuers website.

6. Drawing client's attention to warnings, disclaimers in documents, advertising materials relating to investment products.

Investment Advisor draws the client's attention to the warnings, disclaimers in documents, advertising materials relating to an investment product/s which are being recommended to the client/s. A brief regarding the risk associated with the investment products are available in client agreement, same may be referred before investing in advised product or securities.

7. Disclosure on Non- SEBI Product:
 1. **Only investment advice relating to SEBI-regulated securities** falls under the SEBI (Investment Adviser) Regulations, 2013.
 2. **Services related to products outside the purview of SEBI**, though offered by the IA, do not fall under SEBI's regulatory framework, and hence **no grievance redressal through SEBI** is available for such services.

8. AI Tools:

Investment Adviser is **not using/ using** Artificial Intelligence tools in providing investment advice.