



## NON-DISCRETIONARY PMS INVESTMENT ADVISORY AGREEMENT

AGREEMENT, made this day of \_\_\_\_\_, 2023 between the undersigned party, \_\_\_\_\_ whose mailing address is \_\_\_\_\_ (hereinafter the "Client"), and V Globe Capitals Advisory Services LLP is an investment advisory company having its registered office at # 40/1, 3<sup>rd</sup> Floor, HMT Main Road, Next to Reliance Smart, Mathikere, Bangalore 560054, Karnataka (hereinafter the "V Globe Capitals Advisory Services LLP")

Whereas the above-mentioned date will be the date of commencement of the advisory period. The last date as per this agreement for the advisory period, unless terminated earlier will be day of \_\_\_\_\_, 2023

Whereas the details of the wealth plan accepted under this agreement is communicated and enclosed separately

V Globe Capitals Advisory Services LLP provides Financial Advisory Services through its office bearers and its websites <http://www.vglobecapitals.com/> under the brand name V Globe Capitals Advisory Services LLP.

Using our Services shall constitute a binding agreement (hereinafter referred to as "Advisory Agreement") between V Globe Capitals Advisory Services LLP and the Client

"the Client" which expression shall, unless repugnant to or inconsistent with the context or meaning thereof, be deemed to mean and include if the Client is an individual (his/her heirs, executors, administrators and legal representatives and permitted assigns/family members); if the Client is a Partnership Firm, (the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns); if the Client is a company or a body corporate or limited liability partnership or sole proprietor (its successors and permitted assigns); if the Client is the Karta of a Hindu Undivided Family, (the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns); if the Client is a Trust, (the principal trustee or the board



of trustees or the trustees or person authorised by the board of trustees for the time being and from time to time);

#### Scope of Engagement

- The terms stated herein shall apply to the advisory services to be rendered by V Globe Advisory Services LLP for the agreed period of time
- Client hereby appoints V Globe Advisory Services LLP as an Advisor to perform the advisory services hereinafter described, and V Globe Advisory Services LLP Wealth accepts such appointment for the agreed period of time.
- The relationship between Client and V Globe Capitals Advisory Services LLP shall be on a principal-to-principal basis. The Client hereby acknowledges that it shall have no right whatsoever to bind or act on behalf of, V Globe Capitals Advisory Services LLP.

#### The Services we provide

- We, at your request, advise to you on a range of financial products including but not limited to equities and equity-related products, fixed income products, financial planning, tax planning, will drafting, succession planning, sovereign gold bond, and investment analysis (collectively termed as "Product(s)"). Unless specifically requested by you through our application form and explicitly agreed by us, we have no ongoing obligation to advise you on, or to monitor, any individual investment or portfolio of investments held through us or otherwise.
- When, at your request, we advise, we shall provide such advice as per standards prescribed in the applicable Regulations, which may require us to have a reasonable basis to believe that such advice:

(a) meets your investment objectives as may be recorded with us and confirmed by you including but not limited to risk assessment;



(b) that you are able to bear investment risk consistent with your investment objectives and risk tolerance; and

(c) that you have the necessary experience and knowledge to understand the risks involved in the investment(s). Please refer to [Schedule 1](#) for risks disclosures that may be associated with your investments.

- Notwithstanding our advice, your decision, action or omission for financial plans, investment baskets to buy, sell, hold or otherwise deal in the Products shall be based on your own independent evaluation of the risks and rewards of the investments and your own verification of all the relevant facts, including financial and other circumstances and a proper evaluation thereof.
- We recommend that you obtain your own independent legal and tax advice, tailored to your particular circumstances. Please refer [Schedule 2](#) for the Tax Advisory terms.

#### Client Obligations

- You agree to provide any information we may reasonably request from time to time, in order to enable us to perform our Services or comply with any laws, regulations and policies (including, without limitation, "know your client (KYC)" requirements). You undertake to notify us promptly of any material change to the information provided by you to us, including any change related to personal information. You understand and accept that failure to do so may adversely affect the quality of the advice or recommendations. An illustrative list of factors that may be important for us to render Services effectively are as follows:
  1. Circumstances that may lead to a change in your risk appetite or risk tolerance;
  2. Your investment objectives including time for which you wish to stay invested;
  3. The purposes of the investments;



4. Any restrictions or preferences that you may wish to specify in respect of the nature or manner of Investments or on any particular security/sector;
  5. Your income details;
  6. Your liabilities details; and
  7. Your existing Investments and assets including those not advised by us.
  8. Proof of those trades executed based on our advice (including, contract notes or/and an email)
- You shall not disclose any advice provided by us to you pertaining to the purchase and sale of Securities to any third party and we shall not be responsible for any Losses that may be suffered by such party as a result of the disclosure of such advice by you. No third party shall place any reliance on the information furnished or advice given to you. Any advice provided is exclusively for your knowledge and use, subject to the extent otherwise permitted herein.
  - You confirm that you understand the risks involved in investing in products available on our Application. You are aware that the value of the investments could substantially depreciate to an unpredictable extent.

#### Our Liability and responsibilities to you

- We will attend your account with due care and diligence, but we will only be liable for the performance or profitability of investments we advise to you. All decisions in relation to investments are based on our evaluation of your financial circumstances and investment objectives. Any decision, action or omission to buy, sell or hold Investments shall be based solely on our verification and a proper evaluation of all the relevant facts, financials and other circumstances.
- We shall maintain an arms-length relationship between our activities as an Advisor and other activities carried by the client on his own.



- Where V Globe Capitals Advisory Services LLP is engaged in activities other than Advisory Services, we shall ensure that the Advisory Services are clearly segregated from all other activities of V Globe Capitals Advisory Services LLP in the manner as prescribed by the Regulations.
- We will not act on our own account (on a principal to principal basis), to sell Securities or Investment products to, or purchase Securities or Investment product from, you in respect of which we are rendering Advisory Services envisaged under this Advisory Agreement.
- You confirm that you are aware that Securities are subject to a very wide variety of risks which include amongst others (and by way of illustration) an unpredictable loss in value which may extend to a total loss of value of the Securities due to, inter alia:
  - (a) overall economic slowdown, unanticipated corporate performance, environmental or political problems, changes to monetary or fiscal policies, changes in government policies and regulations with regard to industry and exports;
  - (b) acts of force majeure including nationalisation, expropriation, currency restriction, measures taken by any government or agency of any country, state or territory in the world, industrial action or labour disturbances of any nature, boycotts, power failures or breakdowns in communication links or equipment (including but not limited to loss of electronic data) international conflicts, violent or armed actions, acts of terrorism, insurrection, revolution, nuclear fusion, fission or radiation, or acts of God, default of courier or delivery service or failure or disruption of any relevant stock exchange, depository, clearing house, clearing or settlement systems or market, or the delivery of fake or stolen securities;
  - (c) volatility of the stock markets, stock market scams, circular trading of securities and price rigging.
  - (d) default or non-performance of a third party, company's refusal to register a Security due to legal stay or otherwise and disputes raised by third parties; and



## Fees

You agree to pay fees to us at the rates and in the manner set out at the time of on boarding or as may be mutually agreed by and between us from time to time.

A component of your payment terms is the profit sharing. Based on the plan availed the client vide this agreement agrees to share the profit over and above the targeted hurdle rate of return. Computation of the same will be communicated to the client through the regular portfolio performance statement and the same will be settled on the last day of the agreed time period of service agreement or at the time of termination of agreement whichever is applicable.

## Cancellation Terms

You can cancel your membership any time by contacting our team at [Contact@vglobecapitals.com](mailto:Contact@vglobecapitals.com)

## Protection of Intellectual Property Rights

- You agree and acknowledge that the intellectual property in all material provided by V Globe Capitals Advisory Services LLP, including literature, manuals, reports, research papers, data, flow charts, drawings, designs, logo, videos, illustrations, diagrams, tables, software, source code or object code or other information or materials in whatever form and on whatever media stored or held ("Material") is owned either by V Globe Capitals Advisory Services LLP or third party entities who have licensed or permitted such placing or use of Materials. Except as expressly permitted herein, none of the Materials shall be copied, reproduced, distributed, republished, downloaded, displayed, posted, transferred or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of V Globe Capitals Advisory Services LLP.
- You shall not transfer, reverse engineer, decompile, disassemble, modify or create derivate works based on the Materials except as permitted herein or by law.



- You also agree not to use any Material available on V Globe Capitals Advisory Services LLP, website for any unlawful purpose, and you shall comply with the request of V Globe Capitals Advisory Services LLP, or any of the third party providers to protect their respective rights thereon.
  
- The copyright, trademarks, service marks, registered designs, database rights, patents and all similar rights in and relating to the Material are owned by V Globe Capitals Advisory Services LLP,, its licensors or relevant third party content providers. Nothing on the Platform should be construed as granting, by implication, estoppel or otherwise, any license or right to use Material without written permission of V Globe Capitals Advisory Services LLP, or the relevant third party owners.
  
- You agree and warrant not to do anything that will violate, infringe, prejudice or in any way affect V Globe Capitals Advisory Services LLP, or any third party's intellectual property rights and shall take all necessary measures to preserve and protect these intellectual property rights.
  
- While availing the provisions or services rendered by V Globe Capitals Advisory Services LLP, Wealth to you, you shall not:
  - (a) use, sell, distribute, publish, broadcast, circulate, reproduce, retransmit, disseminate, exploit (whether for commercial benefit or otherwise) the Material obtained from or through V Globe Capitals Advisory Services LLP, in any manner whatsoever without the express written approval of V Globe Capitals Advisory Services LLP.;
  
  - (b) use the Material for any wrongful or illegal purpose or in contravention of applicable laws;
  
  - (c) make any additions, modifications, adjustments or alterations to, tamper any part or corrupt any Material or services available through V Globe Capitals Advisory Services LLP;



(d) use the Material and/or facilities available on our Application otherwise than as contemplated under these terms and conditions or such other directions which may be issued by V Globe Capitals Advisory Services LLP, from time to time;

(e) amend, modify, suspend or terminate the operation of the services and the provisions rendered by V Globe Capitals Advisory Services LLP;

#### Authority of Personal Representatives

In the event of the Client's demise, V Globe Capitals Advisory Services LLP, shall be absolutely protected in acting under these terms and conditions until V Globe Capitals Advisory Services LLP, receives written notice of death from the legal representatives or executors of the Client. The legal representatives or executors will be recognized by V Globe Capitals Advisory Services LLP, as having the sole authority to act under these terms and conditions on behalf of the deceased Client only upon the legal representatives or executors producing the appropriate and valid legal documents which establishes them as the legal representatives of the deceased Client. All acts performed by V Globe Capitals Advisory Services LLP, prior to receiving written notice of the Client's death, shall be valid and binding upon the Client and the Client's successors in title.

#### Indemnity

- Without prejudice to the other rights or remedies that V Globe Capitals Advisory Services LLP, may have under the applicable laws, you hereby agrees to indemnify V Globe Capitals Advisory Services LLP, its directors, employees and representatives for all the liabilities (including claims, damages, suits or legal expenses in defending itself in relation to the foregoing) arising due to non-performance and/or non-observance of your duties and obligations under this Agreement or due to breach of terms and conditions provided herein;
- The provisions of this clause shall survive termination of this Agreement for any reason whatsoever.

#### Termination





- V Globe Capitals Advisory Services LLP, reserves the right to terminate Client Account or this Agreement forthwith, upon the occurrence of any of the following events:
  1. if you commit a breach of any of the terms and conditions hereunder;
  2. the you become insolvent or enters into liquidation or receivership or suffers an administration receiver to be appointed in relation to the whole or any part of its assets, or suffers any judgment to be executed in relation to any of its property or assets, if any of these would adversely affect the performance of the obligation under these terms;
  3. any of your representations, warranties or statements hereunder or in the Application Form or in any document delivered pursuant to these terms and conditions have not been complied with or is incorrect or incomplete in any respect;
  4. ii. You can opt out of using our Services by writing to us at [contact@vglobecapitals.com](mailto:contact@vglobecapitals.com)

#### Execution Services

- In addition to being an Advisor, V Globe Capitals Advisory Services LLP, provides execution services through a separately identifiable department having its own team of professionals distinct from its professionals involved in advisory services. Also, all the transaction between our activities as investment advisor and execution services happens at arms-length relationship.
- Execution of Mutual Funds is done only via BSE StarPlatform. If you wish to use these execution services you will need to open an Account with BSE Star Platform. You hereby acknowledge that the execution for Mutual Direct Plan as well as Regular Plan is done through BSE Star platform. You acknowledge that investment decision and choice of funds are your choice.
- V Globe Capitals Advisory Services LLP, may, at your request, refer you to service providers, stock brokers or other intermediaries or distributors (collectively hereinafter referred to as "Intermediaries") whom may facilitate or provide services to enable you to implement any advice or recommendation made by us in respect of Products. Where any consideration by way of



remuneration or compensation or in any other form whatsoever, if any, is received or receivable by us from such Intermediaries, we shall disclose the same to you. You confirm that you shall independently evaluate the services and capabilities of the Intermediaries and you shall enter into a contract for services at your sole discretion, judgment and opinion.

- You agree that the decision to execute such transactions, whether directly or through any Intermediary is at your sole discretion, judgment and opinion. You further undertake and confirm that you shall be responsible for all the investment decisions and trades executed through such Intermediaries. We shall not be held liable in respect of services rendered by the Intermediaries.

#### Miscellaneous

- Compliance with applicable laws: Your relationship with V Globe Capitals Advisory Services LLP and rendering of the investment advisory services herein shall be subject, at all times, to the applicable laws V Globe Capitals Advisory services LLP may take or refrain from taking any action whatsoever, and you shall do all things required by V Globe Capitals Advisory Services LLP, in order to procure or ensure compliance with applicable laws.
- Acting upon the instructions: Any instructions (oral or otherwise) purported to be given by any person other than you, need not be acted on by V Globe Capitals Advisory Services LLP but V Globe Capitals Advisory Services LLP, is authorized to act on any and all such instructions which V Globe Capitals Advisory Services LLP believes in good faith, or has reason to believe, is from you as soon as such instructions have been received by V Globe Capitals Advisory Services LLP in writing, fax, or email correspondence thereof. V Globe Capitals Advisory Services LLP, shall not be liable for any loss, damage, cost, charge and expense incurred by you as a result of V Globe Capitals Advisory Services LLP, so acting.
- Non-individual Clients: In cases where a person is using our services for and on behalf of a non-individual Client, the person represents that it has the appropriate authority to use our services and bind the said entity to this agreement.



- Notification of error etc.: Whenever you receive any communication (including investment advice) pursuant to this Agreement from V Globe Capitals Advisory Services LLP,, that you agree it will inform V Globe Capitals Advisory Services LLP, of any mistakes or omission or disagreements within seven (7) days from the date of the relevant information/documents. If you fail to do so, you shall be deemed to have agreed to the contents in such communications (including investment advice) and will no longer have the right to dispute the accuracy thereof. Accordingly, V Globe Capitals Advisory Services LLP, has the right to treat your silence as your representation that the such communication is accurate or/and to your satisfaction. Nothing in this Clause shall prevent V Globe Capitals Advisory Services LLP, from unilaterally amending any such statement for any inaccuracy it detects.

#### Amendments

V Globe Capitals Advisory Services LLP, reserves the right to amend, modify or vary any of the terms stated herein at any time in its sole and absolute discretion and any such amendment, modification or variation shall take into effect and bind you from such date as may be prescribed by V Globe Capitals Advisory Services LLP.

#### Dispute Resolution

- 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.
  - 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 Mumbai, 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.

#### Governing Law and Jurisdiction

The laws of India shall govern this Agreement, and the courts of Mumbai shall have the exclusive jurisdiction.

#### Schedule 1

Your investments can experience volatility or lack of liquidity or credit risk. The fluctuations are dependent upon various factors such as: macro-economics, geopolitical, sentiments, fundamentals, micro-economics, the performance of underlying companies and assets. These are not the only factors and there could be many other factors that can lead to such volatility, reduction, loss or increase in capital.

All investments are subject to market risks. As an investor, you have satisfied yourself by reading the investment brochures.

Any change in law and regulatory affairs may impact your investments. You understand the legal obligations and tax affairs including making any applicable filings and payments and complying with any applicable laws and regulations.

#### Schedule 2



Tax advisory services are provided by the third party empanelled CA firms or entities or individuals. For availing the tax advisory and related services ("Services") (as defined below) referred by V Globe Capitals Advisory Services LLP, you acknowledge and agree to the Terms of Services mentioned hereinbelow. These Terms of Services shall form a binding agreement between you and V Globe Capitals Advisory Services LLP, and you shall be obliged by the same.

For the purposes of these Terms of Services, "Services" shall mean, facilitating and referring assistance in tax computation and filing of income tax returns, and providing income tax advisory and support services (including tax audit) through its empanelled chartered accountants, by V Globe Capitals Advisory Services LLP.

- In order to avail the Services, you shall with your explicit consent provide necessary information to the CA directly
- You agree that any information you give to V Globe Capitals Advisory Services LLP, for availing the Services shall always be accurate, factually correct and up to date. You shall be solely responsible for any liabilities arising due to wrongful representation of information, and V Globe Capitals Advisory Services LLP, shall not be liable for any loss or damage caused to you in any such circumstances.
- You agree to avail the Services only for the purpose that are permitted under the applicable laws.
- You agree and acknowledge that V Globe Capitals Advisory Services LLP, provides no guarantee or warranty on the correctness of your income tax returns, audit carried out by its empanelled chartered accounts, and tax planning and tax advisories. You agree to carry out your own review of your income tax return and audit reports for ensuring correctness and apply your own judgment on the tax planning and tax advisories.
- You agree that you shall be solely responsible for (and that V Globe Capitals Advisory Services LLP, has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Services and for the consequences (including any loss or damage which V Globe Capitals Advisory Services LLP, may suffer) due to any such breach. You hereby agree to indemnify V Globe Capitals Advisory Services LLP, its directors, employees and



representatives for the liabilities (if any, including error occurred at the time of filing your returns);

- You also agree and acknowledge that the tax planning and tax advisories rendered to you is based on own methodologies and independent professional judgment of the tax consultants empanelled with V Globe Capitals Advisory Services LLP, basis their own interpretation of the facts and information as furnished by you. V Globe Capitals Advisory Services LLP, does not guarantee any future performance of such advisories or the success of any investment or transactional decision taken by you pursuant to such advisories, and therefore, you may consider applying your own judgment and/or seek further independent expert advise on such services. V Globe Capitals Advisory Services LLP, shall not be liable to you or any third party for any loss and damage that you or any such third party may suffer by reason of such investment or transactional actions by you.
- Whilst every reasonable precaution has been taken to ensure the accuracy, security and confidentiality of data and information available in the website of V Globe Capitals Advisory Services LLP, V Globe Capitals Advisory Services LLP, shall not be held responsible for any consequence due to the actions carried out by you or any unauthorized person.
- You acknowledge and agree that V Globe Capitals Advisory Services LLP, may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at its sole discretion, without prior notice to you. You may also at your own discretion stop using the Services at any time.
- If you are using the Services for other person(s) / entity(ies), you agree to do so after taking consent of such person(s) / entity(ies) and after fully understanding the implications of the same. V Globe Capitals Advisory Services LLP, shall not be responsible if the same is done without the knowledge and consent of such person(s) / entity(ies).



IN WITNESS WHEREOF, Client and Advisor have each executed this Agreement on the day, month and year first above written.

Client Signature

**For V Globe Capitals Advisory Services LLP**

Investment Advisor Representative Signature  
Name

Investment Advisor Representative

Date: