

Advisory Services Agreement

This Advisory Services Agreement sets forth the terms upon which Client engages Shailendra Jain Prop. Of Samriddhi Capitals (hereafter "Samriddhi Capitals") as an Investment Advisor for providing advisory services as subscribed by the Client.

..... ("Client") having PAN No.
and Samriddhi Capitals, an investment adviser registered with the Securities and Exchange Board of India as an Investment Adviser under SEBI (Investment Advisers) Regulations, 2013, agree to enter into a advisory relationship, subject to the terms and conditions of this Advisory Services Agreement ("Agreement"), which will allow Samriddhi Capitals to provide the Services described herein. This Agreement is effective immediately upon acceptance by Samriddhi Capitals. In consideration of the mutual covenants herein, Client and Samriddhi Capitals agree as follows:

Client Services: Client engages Samriddhi Capitals to provide the following services (collectively, the "Services") subject to the terms and conditions of this Agreement:

- Provide investment advice or recommendations aligned to advisory services subscribed by Client. This may include investment advice or recommendations for trading and/or investment in asset classes including stocks, commodities, futures and options.
- Prior to subscribing any of our advisory services listed in our website (www.samriddhicapitals.in), Client shall ensure risk profiling is carried out through our risk profiling tool as available in our website, and advisory services is availed only based on recommended advisory services as determined to be appropriate and suitable for Client, which is communicated to the Client through email.
- In case the Client want to avail advisory services, which are not aligned to recommended advisory services, the same shall be communicated by the Client in writing along with reason. Samriddhi Capitals will re-assess the Client's requirement and communicate them regarding acceptance or rejection of their request.

Samriddhi Capitals's obligation to provide the above listed services is subject to Client providing the correct information about Client as requested by Samriddhi Capitals.

Services Outside Scope of Engagement: Samriddhi Capitals will not provide Client with tax, accounting, or legal advice, nor will Samriddhi Capitals prepare any accounting, tax, or legal documents for the implementation or execution of Client's transactions. Samriddhi Capitals encourages Client to work closely with his or her attorney, accountant, and other appropriate professionals to implement and/or review Samriddhi Capitals recommendations.

Fees: You agree to pay subscription fees to us for the Client Services subscribed at the rate specified in "Services" page of our website www.samriddhicapitals.in.

Initial Service Period and its Extension: The initial service period relating to Clients Service will start the next day from the date of payment for subscription fees and will be valid for the service period for which subscription fees is paid. The service period will automatically extend if the subscription fees for subsequent period is paid in advance prior to expiry of previous validity end date. The Client would not receive any advisory services upon expiry of initial service period or extended service period, as applicable.

The Client must ensure that the advance subscription fees paid to Samriddhi Capitals shall not exceed fees for 2 quarters.

Refund Policy: All subscription of or availing services shall be final upon receipt of payment, and there shall be absolutely no refunds. We strongly recommend that before making any payments, all our Clients must read all information about our services, Terms of Service, Privacy Policy and this Agreement. By making payment for advisory fees or subscription fees to Samriddhi Capitals, you acknowledge that you have read and agree to Payment and Refund policy.

Mode of Payments: All payments shall be made by account payee crossed cheques / demand draft or by way of direct credit into our bank account through NEFT/ RTGS. You can also pay via app which supports net banking, debit cards, credit cards and UPI. It is clarified that Samriddhi Capitals does not accept cash deposits. All payments should be through legitimate sources and should be in compliance with the policies and guidelines laid down by RBI, NPCI, SEBI, or any other regulatory body. Further, Advisory fees or Subscription fees shall be made through your own Bank account and in case of a joint Bank Account, you shall be one of the holders of such Bank Account.

Client Communications: Client understands and agrees that the primary method of Samriddhi Capitals communications with Client in connection with their Client Services will be by posting information through a third-party app i.e. Telegram. Client is advised to install Telegram on their mobile or laptop. A link for Telegram channel for each type of subscribed service will be sent to Client through SMS over their mobile. Client are requested to click the given link and join the channel. Client are advised that the channel is unmuted in order to receive notification regarding recommendations or their updates. Client agrees to check the Telegram app regularly.

Client recognizes that the value and usefulness of the Services provided by Samriddhi Capitals will be dependent upon information provided by Client. Client represents and warrants that the financial and other information provided to Samriddhi Capitals is true, correct, and complete to the best of Client's knowledge. Client authorizes Samriddhi Capitals to rely solely on the information provided by Client, and agrees that Samriddhi Capitals is not required to independently verify any information obtained from Client or Client's representatives. Client agrees to promptly inform Samriddhi Capitals of any changes in Client's Investment Profile, including financial condition, investment objectives, or investment restrictions and any other factors that may be important in the risk profiling and providing suitable Client Services. Client hereby authorizes Samriddhi Capitals to provide performance reports, newsletters, disclosure documents, and similar information, and other communications, notices and required disclosures to Client via e-mail and/or any other mobile application.

Market Risk: Client acknowledges that investments are subject to various market, currency, economic, political, and business risks, and that investments will not always be profitable. Client understands that Samriddhi Capitals gives no guarantees with respect to the success or performance of any particular investment, investment strategy or recommendation made under availed Client Services.

Stop Loss Policy: Samriddhi Capitals strictly follow trading discipline and stop loss for each recommended trade under our advisory services. By default, all clients hereby agree to not enter any trade without pre-informed or defined stop loss. If you trade against the stop loss policy, you alone shall be responsible for the same.

No distribution or execution services: We do not provide distribution or execution services. Client to decide on service providers, stock brokers or other intermediaries or

distributors (collectively hereinafter referred as "Intermediaries", who may facilitate or provide services to enable you to implement any advice or recommendation made by us. 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.

No retransmission of information: You agree not to repeat or rebroadcast in anyway the recommendations or investment advices while availing our Services or after expiry of your Service tenure, for any reason whatsoever. You agree that if you do repeat or re-post any of our recommendations or investment advices by any means, you will be liable for actual and punitive damages as determined by Samriddhi Capitals and additional charges to be determined by Indian Court of Law.

ADDITIONAL TERMS AND CONDITIONS

Use of Website: Use of Samriddhi Capitals's Website and tools contained therein are subject to separate Terms of Service agreement which is available on the Website. Client is additionally bound by such Terms of Service agreement, which may be amended from time to time. Client represents that Client has reviewed and understands the current Terms of Service and agrees to review the Terms of Service periodically.

Client's consent: Client's intentional action of signing this Agreement or making payment for subscription of advisory services listed in our website is valid evidence of Client's consent and intention to be legally bound by this Agreement and any other documentation submitted in the process or governing Client's relationship with Samriddhi Capitals. The electronically stored copy of this Agreement shall be considered the true, complete, valid, authentic, and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the Agreement was generated, executed, and maintained in printed form. Client undertake to sign and deliver this agreement through email at connect@samriddhicapitals.in to Samriddhi Capitals within 7 days from the date of subscription of service.

Additional Client Representations: Client represents and warrants that Client has the full power and authority to execute, enter into, deliver, and perform Client's obligations under this Agreement. Client further warrants that this Agreement has been duly authorized, executed, and delivered by Client, and is the legal, valid, and binding agreement by Client, enforceable against Client in accordance with its terms, and that the terms of this Agreement do not violate any obligation by which the Client is bound. If Client is a corporation, limited liability company, partnership, trust, or other legal entity, Client represents and warrants that the individual executing this Agreement on behalf of Client has been duly authorized to do so.

Limitation of Liability: Except as may otherwise be provided by law, Samriddhi Capitals will not be liable to Client for (a) any loss that Client may suffer by reason of any investments made, or other action taken or omitted, by Samriddhi Capitals in good faith and with that degree of care, skill, prudence, and diligence under the circumstances that a prudent person acting in a fiduciary capacity would use; (b) any loss arising from Samriddhi Capitals adherence to Client's instructions; (c) any loss arising from any investment that Client holds

or makes that Samriddhi Capitals does not recommend; (d) any act or failure to act by the Custodian or other third party; (e) any loss arising from Client's failure to follow Samriddhi Capitals's investment advice; (f) any loss resulting from Client's failure to provide Samriddhi Capitals with current, updated, and accurate information related to the Investment Profile and Plan; or (g) any loss caused by conditions and events beyond its control including, without limitation: electrical, mechanical or equipment breakdowns, computer system failures and malfunctions, system access issues, system capacity issues, delays by third party vendors and/or communications carriers.

Indemnity: Without prejudice to the other rights or remedies that Samriddhi Capitals may have under the applicable laws, you hereby agree to indemnify Samriddhi Capitals, its owners, 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.

Delay in Services or Force Majeure: Samriddhi Capitals (including its employees, affiliates or representative) shall not be liable for any losses, costs or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone/mobile interconnect problems, failure or interruption of internet service, maintenance, defects, weather, strikes, fire, acts of God, riots, armed conflicts, acts of war, or other like causes. Samriddhi Capitals shall have no responsibility to provide you access to its website or Services while interruption due to any such cause shall continue.

Termination: This agreement stands terminated after 30 days from the expiry of initial service period or extended service period, as applicable. Samriddhi Capitals reserves the right to terminate this Agreement forthwith, upon the occurrence of any of the following events:

- If you commit a breach of any of the terms and conditions hereunder or terms of services specified in our website; and
- Any of your representations, warranties or statements hereunder or in any other document delivered pursuant to these terms and conditions have not been complied with or is incorrect or incomplete in any respect.

You can opt out of using our Services by writing to us at connect@samriddhicapitals.in

No Assignment: Samriddhi Capitals shall not assign this Agreement without Client's consent. Notwithstanding the foregoing, in the event of a change in control or ownership of Samriddhi Capitals that would result in an "assignment" of this Agreement, Samriddhi Capitals will provide written notice to Client, and Client will be deemed to consent to the assignment if Client's written notice of termination of this Agreement is not received within 30 days from the date of notice.

Notices and Communications: Except where a different form of notice is specifically provided for in this Agreement, any notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) sent through access to our Website, or (ii) sent by electronic mail to the address provided to Samriddhi Capitals by Client.

Entire Agreement: This Agreement constitutes the entire agreement between the parties and each party hereto acknowledges to the other that it is not relying on any statement, understanding or agreement not fully stated herein and each party hereby expressly waives

any, and all, claims or defenses to enforcement of this Agreement which are based on any statement, understanding or agreement not fully stated herein. This Agreement supersedes and replaces any prior agreement between the parties.

Amendment and Waiver: Samriddhi Capitals 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 Samriddhi Capitals.

Governing Law and Jurisdiction: The laws of India shall govern this Agreement. Both the parties agree that all claims, differences and disputes, including any agreements, contracts and transactions made with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfilment or rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, or contracts have been entered into or not, shall be subject to the exclusive jurisdiction of the Courts of Mumbai only.

Dispute Settlement: All disputes, differences and questions of any nature which at any time arise between the parties to this agreement out of the construction of or concerning anything out of this agreement or as to the rights, duties or liabilities under it or the parties to it shall be referred to the Sole Arbitrator under the Arbitration and Conciliation Act, 1996. The Sole Arbitrator shall be appointed by the owners of Samriddhi Capitals. The Arbitration Proceedings shall be held at Mumbai (Maharashtra) India. The laws prevailing in India shall alone apply to the Arbitration Proceedings between the parties.

For Client:

For Samriddhi Capitals:

Place:

Date: