

## **Green Portfolio Advisory Agreement**

Green Portfolio Private Limited is a company registered with the Securities and Exchange Board of India as a Portfolio Manager vide SEBI registration no. INP000006022 having its registered office at ground floor, 7/7, Ansari Road, Darya Ganj, New Delhi-110002, India.

Green Portfolio Private Limited provides Portfolio Management and Advisory Services through its websites <https://www.greenportfolio.co> (hereinafter referred to as "Services" or "Application").

Using our Services shall constitute a binding agreement (hereinafter referred to a "**Advisory Agreement**") between Green Portfolio

and

You (also referred to as "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 Green Portfolio.
- Client hereby appoints Green Portfolio as an Advisor to perform the advisory services hereinafter described, and Green Portfolio accepts such appointment.

- The relationship between Client and Green Portfolio 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, Green Portfolio.

### **The Services we provide**

- We may, 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 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 with us or otherwise.
- When, at your request, we advise on Products on our Application, 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).

- 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.

## **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 on our Application, 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 (i.e. over email mentioning the Order/Client ID on subject line);
  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.
- 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.

- The services once taken are non-cancellable post order completion.
- You acknowledge that the scope of any advisory services is incidental to the portfolio management services rendered by Green Portfolio.
- You acknowledge and confirm that the advisory services taken in for the purpose of self only and not for any third person or entity.
- You acknowledge to have read all the information on the website [www.greenportfolio.co](http://www.greenportfolio.co) and agree to the disclaimer, privacy policy, cookies and terms and conditions as mentioned on the website.

### **Our Liability and responsibilities to you**

- We will attend your account with due care and diligence, but we will not be liable for the performance or profitability of investments we advice to you. All decisions in relation to investments are based on your own evaluation of your financial circumstances and investment objectives. Any decision, action or omission to buy, sell or hold Investments shall be based solely on your own verification and a proper evaluation of all the relevant facts, financials and other circumstances and neither we nor any of our employees, officers, directors, personnel, agents or representatives shall be responsible or held liable for the same for any reason whatsoever.
- We shall maintain an arms-length relationship between our activities as an Advisor and other activities. Green Portfolio also provides Portfolio Management Services, Stock Market Advisory and Investment Portfolio Review Services through this entity. The distribution of third party products is handled by Green Portfolio Private Limited and its associate companies including Green Advisors Private Limited. However the entities get separately compensated for the distribution services, there is no obligation for the customer to buy the products through our group companies along with Advisory services.
- Green Portfolio and its management may have investments and interests in the securities where advise, portfolio management services are provided.

- Green Portfolio does not have any pending complaints from any investor. However in case there is a status change in the same, the same can be accessed from our website within stipulated time as per SEBI guidelines.
- Where Green Portfolio is engaged in activities other than Advisory Services, we shall ensure that the Advisory Services are clearly segregated from all other activities of Green Portfolio 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

(e) low possibilities of recovery of loss due to expensive and time-consuming legal process and any changes in the Securities and Exchange Board of India (SEBI) rules and regulations and other applicable laws governing the Terms.

### **Fees**

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

### **Protection of Intellectual Property Rights and use of the Application**

- You agree and acknowledge that the intellectual property in all material provided on the application, 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 Green Portfolio or third party entities who have licensed or permitted such placing or use of Materials. Except as expressly permitted herein or on the Application, 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 Green Portfolio.
- 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 Green Portfolio's Application for any unlawful purpose, and you shall comply with the request of Green Portfolio 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 Green Portfolio, 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 Green Portfolio or the relevant third party owners.

- You agree and warrant not to do anything that will violate, infringe, prejudice or in any way affect Green Portfolio's 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 Green Portfolio 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 Green Portfolio (including from Application of Green Portfolio) in any manner whatsoever without the express written approval of Green Portfolio;

(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 on our Application;

(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 Green Portfolio from time to time;

(e) amend, modify, suspend or terminate the operation of the services and the provisions rendered by Green Portfolio;

### **Authority of Personal Representatives**

In the event of the Client's demise, Green Portfolio shall be absolutely protected in acting under these terms and conditions until Green Portfolio receives written notice of death from the legal representatives or executors of the Client. The legal representatives or executors will be recognized by Green Portfolio 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 Green Portfolio 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 Green Portfolio may have under the applicable laws, you hereby agree to indemnify Green Portfolio, 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**

- Green Portfolio reserves the right to terminate User 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;
- ii. You can opt out of using our Services by writing to us at [invest@greenportfolio.co](mailto:invest@greenportfolio.co).

### **Execution Services**



- In addition to being an Advisor, Green Portfolio 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 Star Platform. If you wish to use these execution services you will need to open an Account with BSE Star Platform. You acknowledge that investment decision and choice of funds are your choice.
- Green Portfolio may, at your request, refer you to service providers, stock brokers or other intermediaries or distributors (collectively hereinafter referred to as "Intermediaries") who 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**

- Rights of Green Portfolio to restrict the usage: You agree and accept that Green Portfolio has the sole discretion to restrict you from using the Application.
- Compliance with applicable laws: Your relationship with Green Portfolio and rendering of the investment advisory services herein shall be subject, at all times, to the applicable laws. Green Portfolio may take or refrain from taking any action whatsoever, and you shall do all things required by Green Portfolio, in order to

procure or ensure compliance with applicable laws. You can reach out to our compliance officer at [divam@greenportfolio.co](mailto:divam@greenportfolio.co)

- 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 Green Portfolio but Green Portfolio is authorized to act on any and all such instructions which Green Portfolio believes in good faith, or has reason to believe, is from you as soon as such instructions have been received by Green Portfolio in writing, fax, or email correspondence thereof. Green Portfolio shall not be liable for any loss, damage, cost, charge and expense incurred by you as a result of Green Portfolio so acting.
- Security Measures: You shall be responsible for the systems used by yourself with respect to dealings with Green Portfolio and for various security measures which you have to take to prevent unauthorized access to details relating to the dealing with Green Portfolio through the Application, and Green Portfolio shall not be liable for any such unauthorized access.
- Non-individual Clients: In cases where a person is using our Application for and on behalf of a non-individual Client, the person represents that it has the appropriate authority to use our Application 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 Green Portfolio, that you agree it will inform Green Portfolio 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, Green Portfolio 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 Green Portfolio from unilaterally amending any such statement for any inaccuracy it detects.

## **Amendments**

Green Portfolio 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 Green Portfolio.

## **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 Delhi, 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 Delhi 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 Green Portfolio, you acknowledge and agree to the Terms of Services mentioned hereinbelow. These Terms of Services shall form a binding agreement between you and Green Portfolio, 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 Green Portfolio.

- In order to avail the Services, you shall with your explicit consent provide necessary information to the CA directly or via the Application.
- You agree that any information you give to Green Portfolio 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 Green Portfolio 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 Green Portfolio 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 Green Portfolio 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 Green Portfolio may suffer) due to any such breach. You hereby agree to indemnify Green Portfolio, 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 Green Portfolio, basis their own interpretation of the facts and information as furnished by you. Green Portfolio 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. Green Portfolio 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 Green Portfolio, Green Portfolio 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 Green Portfolio 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. Green Portfolio shall not be responsible if the same is done without the knowledge and consent of such person(s) / entity(ies).