

E H Research (owner of Stocksazaar.com)

Energy House, 51 Mahdev Totla Nagar, Bengali Square, Indore-452001 (MP) India,
Mo.+919713088886, (Investment Adviser-SEBI Reg.No. INA000003767),
www.stocksazaar.com, info@stocksazaar.com, Stocksazaar.com@gmail.com,

Agreement

Dear,

Welcome to the unique experience in investing!! Your service subscription details are given after the below mentioned 26 points. Please take out two prints of this agreement, sign on all pages and send it to us at the above mentioned address. One set will be returned to you duly sealed and signed by us.

Important points (1 to 26) required by SEBI as per circular dated 23.09.20

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. This agreement clearly highlights:

(a) The consent of the client on the following understanding:

“I have read and understood the terms and conditions of Investment Advisory services being provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.

Based on our written/ telephonic request to the Investment Adviser Akhilesh Jain Prop.E H Research, an opportunity was provided by the Investment Adviser to ask questions and interact with him.

(b) Declaration from the Investment Adviser Akhilesh Jain Prop.E H Research that:

Investment Adviser Akhilesh Jain Prop.E H Research shall neither render any investment advice nor charge any fee until the client has signed this agreement.

Investment Adviser Akhilesh Jain Prop.E H Research· 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.

Investment Adviser Akhilesh Jain Prop.E H Research· 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.

(c) Fees specified under Investment Adviser Regulations and relevant circulars issued there under. (to be specifically mentioned here) – Done as below.

“ Fees

Regulation 15 A of the amended IA Regulations provide that Investment Advisers shall be entitled to charge fees from a client in the manner as specified by SEBI, accordingly Investment Advisers shall charge fees from the clients in either of the two modes:

(A) Assets under Advice (AUA) mode

a. The maximum fees that may be charged under this mode shall not exceed 2.5 percent of AUA per annum per client across all services offered by IA.

b. IA shall be required to demonstrate AUA with supporting documents like demat statements, unit statements etc. of the client.

c. Any portion of AUA held by the client under any pre-existing distribution arrangement with any entity shall be deducted from AUA for the purpose of charging fee by the IA.

(B) Fixed fee mode

The maximum fees that may be charged under this mode shall not exceed INR 1,25,000 per annum per client across all services offered by IA.

General conditions under both modes

a. In case “family of client” is reckoned as a single client, the fee as referred above shall be charged per “family of client”.

b. IA shall charge fees from a client under any one mode i.e. (A) or (B) on an annual basis. The change of mode shall be effected only after 12 months of on boarding/last change of mode.

c. If agreed by the client, IA may charge fees in advance. However, such advance shall not exceed fees for 2 quarters.

d. In the event of pre-mature termination of the IA services in terms of agreement, the client shall be refunded the fees for unexpired period. However, IA may retain a maximum breakage fee of not greater than one quarter fee.”

(d) Fees to be charged to the client: - It is ‘Fixed fee mode’.

(This agreement is not for clients choosing Assets under Advice (AUA) mode. For them a separate agreement will be issued)

The detail of service chosen by you is mentioned just after these 26 points.

3. Scope of services:

There are 2 types of web based Dynamic Model Portfolio services are common for all subscribers category wise, based on their Risk Profile and does not involve any personal or customized advice. These services do not guarantee any returns.

Though all care is taken in selecting recommendations, the equity shares of companies covered get affected by several dynamic, ever-changing and unpredictable factors. The shares can rise/fall in any manner. Investment Adviser Akhilesh Jain Prop.E H Research (promoter of StocksBazaar) or any of its employees will not be liable for any losses suffered.

Any/all of Dynamic Model Portfolios

a. Multibagger Growth Stock Model Portfolio..... Includes stocks of companies trying to grow aggressively, for serious investors desirous of building up a multibagger portfolio, applicable for Moderate Risk takers.

b. Value Stock Model Portfolio.....Includes companies with short / medium term value - the stocks available at low prices v/s their present intrinsic worth, applicable for Medium Risk takers / for persons having longer experience of equities.

c. Consistent Growth Stocks Model Portfolio..... Includes stocks of well established, proven companies trying to grow consistently, for serious investors desirous of building up a safer growth portfolio, applicable for Low Risk takers.

d. Little Champs Growth Stocks Model Portfolio..... Includes stocks of smaller companies trying to grow very aggressively, for serious investors desirous of building up an aggressive (high risk, high gain portfolio), applicable for Higher Risk takers.*The stocks will be from the universe of well performing companies with market cap less than 400cr. to 1500 cr.*

e. Nano Champs Growth Stocks Model Portfolio..... Includes stocks of smaller companies trying to grow very aggressively, for serious investors desirous of building up an aggressive (high risk, high gain portfolio), applicable for Higher Risk takers.*The stocks will be from the universe of companies with market cap less than 400 cr.*

The service chosen by you is mentioned just after these 26 points.

4. Functions of the Investment Adviser: Some directives regarding functions, obligations, duties and responsibilities meant for Investment Adviser are mentioned here.

- a) Terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
- b) Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.
- c) Risk assessment procedure of client including their risk capacity and risk aversion.
- d) Providing reports to clients on potential and current investments.
- e) Maintenance of records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- f) Provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
- g) Undertaking to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

5. Investment objective and guidelines:

- (a) Types of securities in which investment advice would be provided- **Equity**.
- (b) Particulars regarding financial plan or model or strategy as agreed with the client (based on the risk profiling conducted for the client, total AUA of the client and time period for deployment.
- (c) Tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee.

Both (b) and (c) are not applicable here, being web based Dynamic Model Portfolio services which are common for four categories of subscribers. Applicable, GST on fee will be deposited by IA Akhilesh Jain.

6. Risk Factors:

Though all care is taken in selecting recommendations, the equity shares of companies covered get affected by several dynamic, ever-changing and unpredictable factors. The shares can rise/fall in any manner.

7. Validity of advisory services: As mentioned after these 26 points.

8. Amendments – The agreement may be amended by mutual written consent of the parties.

9. Termination – This Agreement may be terminated under the following circumstances, namely-

- (a) Voluntary / mandatory termination by the Investment Adviser.
- (b) Voluntary / mandatory termination by the client.
- (c) Suspension/Cancellation of registration of Investment Adviser by SEBI.
- (d) Any other action taken by other regulatory body/ Government authority.

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.

In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.

10. Implications of Amendments and termination: The implications of Amendment, Termination and assignment, such as set off of fees received by the Investment Adviser, refund of fees, completion/termination of investment-in-progress, transition support obligations of the Investment Adviser, are: GST will be fully deducted & in such cases a breakage fee of one quarter will be deducted as allowed by SEBI. Further, 30 days of written prior notice has to be given.

11. Relationship with related parties: The Investment Adviser Akhilesh Jain Prop. E H Research clearly declares that it is carrying on its activities independently, at an arms-length basis with its related parties. In this regard, please see point no.15 below.

12. Investment Adviser Akhilesh Jain Prop. E H Research is **not engaged in other activities like any distribution services.** And confirms that the family of Investment Adviser Akhilesh Jain Prop. E H Research shall not provide distribution services to the client advised by the individual Investment Adviser, for securities and investment products.

And also confirms that they shall not provide investment advisory services, for securities and investment products, to a client who is receiving distribution services from other family members;

13. Representation to client: The investment adviser Akhilesh Jain Prop. E H Research will 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.

14. No right to seek Power of Attorney: The Investment Adviser Akhilesh Jain Prop. E H Research clearly declares that it shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

15. No conflict of interest: The Investment Adviser Akhilesh Jain Prop. E H Research clearly declares that it will disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the client's securities/investment products.

As mentioned in Disclosure, Investment Adviser Akhilesh Jain Proprietor E H Research and his family being long term investors may have holding in some/ all of stocks being recommended.

In most cases we buy and test the stocks on ourselves before recommending to clients. Such policy is predominantly prevalent in grown up economies like USA etc. We do not undertake any trade contrary to the norms prescribed by SEBI.

16. Maintenance of accounts and confidentiality: Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

17. Terms of fees and billing: It will be advance fee for 6 months.

The payment of fees shall be through a 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 accepted in cash.

18. Liability of Investment Adviser. This agreement clearly states that the Investment Adviser Akhilesh Jain Prop.E H Research 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.

19. Representations and covenants: Some directives meant for Investment Adviser are mentioned here.

20. Death or Disability of client: Provisions in relation to continuation / termination of the advisory service in event of client's death / disability, succession, nomination, representation etc. will be as guided in point number 9 and 10 above.

21. Death or Disability of investment adviser:

“ Every individual investment adviser must appoint one of its legal heirs, executor, trustee, administrator of estate of the deceased (the “Obligor”) as the person-in-charge in the event of investment adviser’s death / disability.”

“The agreement must set out”

Full name: - Aditya Jain (son of IA Akhilesh Jain), PAN - AJCPJ2224J

Contact details: - adityaj1411@gmail.com, +918123888188, Energy House, 51, Mahadev Totla Nagar, Bengali Sq. Indore (MP).

“The agreement must disclose the steps to be taken by the Obligor in the event of the above eventuality in order to ensure protection of interest of the clients and redressal of clients’ claims, including but not limited to”

(a) Giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor – Yes

(b) Settlement of account with the client (fees payable and/or fees refundable), - Yes

(c) Completion of transition of any outstanding business to another duly registered investment adviser – to the best mutually possible.

(d) Redressal of any outstanding or new disputes / claims of clients- Yes.

22. Settlement of disputes and provision for arbitration: Adequate provisions to cover protection of acts done in good faith as well as for dispute resolution mechanism including arbitration that may be specified under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. All subject to Indore (MP) jurisdiction.

23. Adherence to grievance redressal timelines: Investment Adviser Akhilesh Jain Prop.E H Research, shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

24. 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

25. Force Majeure.

The Investment Adviser Akhilesh Jain Prop.E H Research, 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. In the event of equipment breakdowns beyond its control, the Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

26. Miscellaneous.

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

Your services subscription details are:

This Agreement shall remain in force indefinitely from the Effective Date unless terminated by mutual agreement of both parties. It is subject to payment of mutually agreed fee for next period (Agreement validity will remain in spite of gaps in between).

Presently the fee is paid for 6 months which is extendable subject to mutually agreed fee for next period.

User Name:

Email-ID :

Password :

Phone Number :

Services Name :

Package : 6 Months (Valid upto),

Amount Paid :

Your account will be activated within one working day of receipt of duly signed Subscription Agreement (this agreement). Please send two sets with each page duly signed. One set will be returned with our seal and signature.

By signing this agreement you also confirm that you have undertaken Risk Profiling exercise, understood it and have subscribed services matching to your Risk Profile, and you confirm your consent on completed Risk Profile.

Here are some useful suggestions:

You must keep shares in the Core portfolio for the long term and trade in the same stock along with other stocks in the Satellite portfolio. It will help you in income tax planning also. Keep the Satellite portfolio in the name of lesser IT payee family member.

Uncertain times bring excellent opportunities for building up a great, lasting portfolio. Always stagger your Buying and Selling. Keep booking profit. Never sell off long term stocks completely, you may miss the bus.

Wish you an excellent portfolio appreciation!!

Terms and Conditions, Disclosure and, Disclaimer are as given below-

A. Terms and Conditions

Subscriber's log in password will be activated after receipt of KYC and Risk Profiling. It is strongly advised to make payment only for services which are matching to your Risk Profiling.

- Only Authorized users who have paid for our services are allowed to login to <http://www.stocksbazaar.com>
- No data, information, reports, views, recommendations etc given on www.stocksbazaar.com should be downloaded, copied, shared or distributed in any form with others.
- The services do not guarantee any returns.
- These web based services are common for all subscribers of stocksbazaar and we do not provide any personal service.
- StocksBazaar does not guarantee access to the website if there is any problem in the internet, network, server or any technical issue.
- StocksBazaar.com is only for personal use. It must not be shared with others in any form.
- Investment / disinvestment decisions are entirely at the discretion of the subscribers and the entire gains/losses are theirs. **Stocksbazaar does not accept and manage funds and will not be liable for any losses which the client may suffer due to depletion in the value of their investments for any reason.**
- The recommendations are strictly for investment purpose and not for speculative short-term trading.
- Though all care is taken in arriving at recommendations, the equity shares may rise or fall in a manner not foreseen. Hence stocksBazaar.com or any of its employees will not be liable for any loss suffered.
- Our stocks are long term oriented researched based on multiple parameters, hence **once subscribed, there will be no refund.**
- **Completion of your Risk Profiling and your being KYC compliant are necessary steps before making payment. Else your account will not be activated.**
- We reserve the right to discontinue the subscription without any refund if any violation of Terms and Conditions is found.
- We will be subjected to Indore (MP) jurisdiction only.

B. Disclosure: Promoter of StocksBazaar, SEBI registered Investment Adviser E H Research, Proprietor Akhilesh Jain and family being long term investors may have holding in some/ all of stocks recommended.

In most cases we buy and test the stocks on ourselves before recommending to clients. Such policy is predominantly prevalent in grown up economies like the USA etc. We do not undertake any trade contrary to the norms prescribed by SEBI.

C. Disclaimer: The information given is impersonal and not tailored to the investment needs of any specific person. The information contained herein is not a complete analysis of every

material fact representing any company, industry or security. The views expressed may change. While the information contained herein has been obtained from sources believed to be reliable, no responsibility (or liability) is accepted for the accuracy of its contents. Investors are advised to satisfy themselves before making any investments. Investment / disinvestment decisions are entirely at the discretion of the subscribers and the entire gains/losses are theirs. **Stocksbazaar does not accept and manage funds and will not be liable for any losses which the client may suffer due to depletion in the value of their investments for any reason. Further, the past performance is not an indication of future trends.**

Please feel free to contact us on +919713088886 for any issues.

If you like us please spread the word. We thank you for trusting www.StocksBazaar.com - experts in multiplying your investments.

Sincerely,

Investment Adviser E H Research, Proprietor Akhilesh Jain

& Team StocksBazaar

info@stocksbazaar.com, Stocksbazaar.com@gmail.com,

9713088886

“I made my first investment at age eleven. I was wasting my life up until then.” – Warren Buffett

The team stocksbazaar consists of energetic, passionate and highly competitive individuals. It is promoted by EH Research (SEBI Registered Investment Adviser). The team leader is Investment Adviser Mr.Akhilesh Jain, BE(Hons) from BITS Pilani and PGDIE from NITIE Mumbai, with 35+ years of experience in spotting the growth power houses at early stages. He believes in buying stocks of great companies at early stages, holding them for long term in Core Portfolio and trading in Satellite Portfolio to take short/medium term price advantages to generate wealth.