



PORTFOLIO MANAGEMENT SERVICES

CONSENT LETTER

Rest Assured



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1. The person who has opened the portfolio management account ("Client") with NJ Asset Management Private Limited (formerly known as "NJ Advisory Services Private Limited") ("Portfolio Manager"), hereby states and consents having carefully read, understood and agrees to abide by the terms set out herein which are supplementary to the Discretionary Portfolio Management Services Agreement executed between the Client and Portfolio Manager in respect of portfolio management services.

2. The Portfolio Manager brings forth the Digital Transaction Facility for the benefit of Client and the Client is desirous of availing the same consenting to the terms as set out herein this letter ("Consent Letter").

3. Definitions:

- a) "**Account Modification Request**" shall mean all the requests in respect of modification of account details and information of the Client registered with the Portfolio Manager including but not limited to request for change of registered bank account, change of nominee, change of address, change of registered email address, change of mobile number etc. to be submitted to the Portfolio Manager in prescribed mode signed by all the holders.
- b) "**Agreement**" or "**PMS Agreement**" means the Discretionary Portfolio Management Services Agreement executed between the Client and the Portfolio Manager and shall include all modifications, alterations, additions or deletions thereto made in writing or through Digital Transaction Facility upon mutual consent of the parties.
- c) "**Digital Transaction**" means paperless, online or automated transaction or communication through any electronic mode including but not limited to electronic mail, Website with client restricted access, telephone systems, personal data assistance services, mobile applications and interactive response systems, which takes place between Client and the Portfolio Manager in compliance with the provisions of the Information Technology Act, 2000 and any amendments thereto.
- d) "**Digital Transaction Facility**" means Digital Transaction or viewing facility offered by the Portfolio Manager at its sole discretion through Website or mobile applications to the Client and which requires authorization in prescribed mode from Client through two factor authentication or otherwise.
- e) "**Transaction Request**" shall mean the transaction request of financial nature posted by the Client with Portfolio Manager in respect of Client's portfolio management account including but not limited to request for additional fund top-up, partial redemption, change in Investment Approach through Digital Transaction Facility or through physical mode to the office of the Portfolio Manager.
- f) "**Website**" means and includes the website owned, hosted and managed by the Portfolio Manager.

4. Terms applicable for Digital Transaction Facility:

- a) The Portfolio Manager may at its sole discretion grant access to a Digital Transaction Facility to the Client. The Portfolio Manager may issue and assign a unique Login ID and/or Personal Identification Number ("PIN") and/or any other identification ("ID") and/or password to the Client so as to enable the access of Digital Transaction Facility (collectively referred to as "Login Credentials"). The Client is responsible for safeguarding the secrecy and confidentiality of any such Login Credentials. Any transactions done through the Login Credentials assigned to the Client will be deemed having done by the Client.
- b) The Client agrees that Login Credentials shall be sent by the Portfolio Manager to the email address and/or contact details mentioned in the account opening application form or as registered by the Client

through separate request in prescribed form. In case the account is held jointly by two or more persons, the requests posted and transactions done through the Digital Transaction Facility shall be binding on all the joint holders.

- c) The Client agrees that the Portfolio Manager may at its sole discretion accept the requests and process transactions received through the electronic mode from the Client. All such requests/transactions shall be considered as legally binding, valid and fully enforceable in respect of all the joint holders to the fullest extent permitted by the Applicable Laws.
- d) In consideration of the Portfolio Manager providing Digital Transaction Facility, the Client agrees to indemnify and hold the Portfolio Manager, its Affiliates, directors, employees, representatives and agents against all losses, expenses and liabilities which the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents may incur, sustain, suffer or are likely to suffer in connection with execution of the Client's instructions and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses as a consequence or by reason of providing service through Digital Transaction Facility or considering and processing request received through registered email ID of the Client for any action taken or omitted to be taken by the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents.
- e) The Client agrees to indemnify, defend and hold harmless the Portfolio Manager, its Affiliates, directors, employees, representatives and agents against any claim, suit, action or other proceeding brought against the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents by a third party, to the extent that such claim, suit, action of other proceeding brought against the Portfolio Manager, its Affiliates, directors, employees, representatives and/or agents is based on or arises in connection with:
 - i. violation of the terms and conditions, breach of any covenant or obligation to be performed by the Client/ any authorised personnel of the Client; or
 - ii. any misrepresentation or breach of representation or warranty made by the Client; or
 - iii. any deletions, additions, insertions or alterations to, or any unauthorized use of, Digital Transaction Facility by the Client/ any authorised personnel of the Client; or
 - iv. any loss due to any virus or malware that may affect the Portfolio Manager's or any of its Affiliates, sub-contractors, agents or service provider's system; or
 - v. any errors, delays, problems or non-receipt of any instructions / requests / applications claimed to have been sent by the Client/authorised personnel of the Client; or
 - vi. any of them acting or refraining to act pursuant to, in accordance with or relying upon, any instructions / requests / applications.
- f) The Client acknowledges and understands that the internet per se is susceptible to a number of frauds, misuse, hacking and other actions that could adversely affect the Client's use of the Website. Whilst the Portfolio Manager shall endeavor to provide reasonable security to prevent the same, the Portfolio Manager, however, disclaims all the responsibilities/liabilities arising from such internet frauds, hacking and other actions that could affect the use of the Website including resultant delay or failure in receipt, or processing, of the transaction, requests and applications the Client desires to make.
- g) The Client may introduce additional Fund/Securities through Digital Transaction Facility or through physical mode subject to the

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condition that the corpus value of Portfolio pursuant to such additions shall meet the criterion of minimum investment amount prescribed by SEBI or specified by Portfolio Manager from time to time.

- h) In the event the Client intends to withdraw part of the Funds/Securities from the Portfolio Management Services, the Client must at its own cost and risk (such as capital gain tax and exit load) give to the Portfolio Manager minimum one week prior notice in writing or request through Digital Transaction Facility of its intention to withdraw Securities or Funds from the Portfolio Management Services (in the form prescribed by the Portfolio Manager). Provided however that the Client shall ensure that pursuant to the redemption/withdrawal request, the value of the Portfolio under the management of the Portfolio Manager shall not fall below the required minimum investment amount as prescribed by SEBI or the Portfolio Manager from time to time. In case the value of the Portfolio of the Client pursuant to a partial withdrawal request by the Client falls below the minimum investment amount requirement as specified above, the PMS Agreement shall be deemed to be terminated in accordance with the Termination Clause of the PMS Agreement.
- i) The Client agrees and undertakes to sign on behalf of all joint holders on every Account Modification Request and submit the same to Portfolio Manager in prescribed form so as to enable the Portfolio Manager to verify and process the same in due course.
- j) The Client specifically authorizes any one of the joint holders to sign on behalf of the other holders on all the Transaction Requests including but not limited to request for change in Investment Approach, additional fund top-up, partial redemption and submit the same to the Portfolio Manager in prescribed form in terms hereof. The Client shall be bound by the action taken by the Portfolio Manager based on such Transaction Requests and the Client shall not raise any objection in this regard anytime under terms of the Agreement.
- k) Capitalized terms used herein, which are not otherwise defined, shall

have the meanings set forth in the PMS Agreement.

- l) The terms provided herein this Consent Letter shall prevail in supersession to anything to the contrary in corresponding clauses of the PMS Agreement.

5. Fee and Charges:

- a) The Client agrees that the fees and charges described in the Schedule C are the maximum rates levied by the Portfolio Manager. However, the Portfolio Manager has absolute discretion to change the fees to the extent the fees do not exceed the mutually agreed fees as specifically mentioned in Schedule C.
- b) The Client agrees that in case of any change in Investment Approach, the Client is not required to provide Schedule C of the PMS Agreement again so long as the applicable fees in respect of the new Investment Approach does not exceed the mutually agreed fees as specifically mentioned in such Schedule C.

6. Reports to Clients:

- a) The Client understands, acknowledges and agrees that the Portfolio Manager shall make available the necessary statements, reports and other documents as prescribed under Applicable Laws and/or by SEBI from time to time on its Website and provide the Client with restricted access to the Website. Such reports may also be sent through electronic mail or the Portfolio Manager may also provide a physical copy on specific request from the Client. The Portfolio Manager shall have the sole and absolute discretion to invest/ divest the Client's Funds in permissible Securities, including the Securities issued by any of the group or associates companies/entities of the Portfolio Manager. Investments may also be made in financial instruments issued by the group companies of the Portfolio Manager or in units of mutual funds only through direct plans, shall not charge any distribution related fees to the Client and make proper disclosures in Client Reports in accordance with the extent SEBI Regulations;

I/we hereby confirm that I/we have read, understood and unconditionally consent to abide by the terms of this Consent Letter at all times.

Date:

PMS Client Code

Name _____

Sole/First Applicant/
Authorised Signatory

Name _____

Second Applicant/
Authorised Signatory

Name _____

Third Applicant/
Authorised Signatory

www.njpms.in



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CIN: U67100GJ2005PTC046959 | SEBI PMS Regn. No. : INP000003518