

INVESTMENT ADVISORY AGREEMENT

SEBI Registered Investment Adviser | Registration No. INA000021191

This Investment Advisory Agreement is made on _____ between:

<p>Panchagnula Venkateswara Rama Prasad Proprietor, RP Investment Advisor SEBI Reg. No.: INA000021191 Office: 2-1-565/3/A/1, Nallakunta, Hyderabad, Telangana 500044 (hereinafter called the Investment Adviser)</p>	<p>Name: _____ S/O: _____ Address: _____ _____ Email: _____ Mobile: _____ (hereinafter called the Client)</p>
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The expression of the terms **Investment Adviser** and **Client** shall mean and include their legal heirs, successors, assigns and representatives, etc.

WHEREAS Investment Adviser has been authorized by SEBI to provide investment advice in terms of SEBI (Investment Advisers) Regulations, 2013; **AND WHEREAS** The Client is desirous of availing the Investment Advisory services from the Investment Adviser on the terms & conditions as described hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties hereby agree as follows:

1. Appointment of the Investment Adviser

In accordance with the applicable laws, client hereby appoints, entirely at his/her/its risk, **Panchagnula Venkateswara Rama Prasad Proprietor RP Investment Advisor** to provide Investment Advisory 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. Consent of the Client

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

Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with 'person(s) associated with the investment advice'.

The Client also hereby gives his consent to the Risk Profiling done by the Investment Adviser on _____ wherein the Risk Score of the Client is _____ and is categorized as _____ Risk Taker.

3. Declaration from the Investment Adviser

- Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.

- The Investment Adviser shall not manage funds and securities on behalf of the client and 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 shall not hold out any investment advice implying assured returns, minimum returns, target return or percentage accuracy or any nomenclature that gives the impression that the investment advice is risk-free.**

4. Fees Specified Under Investment Adviser Regulations

As per clause 15A of SEBI (Investment Advisers) Regulations, 2013: *"Investment Adviser shall be entitled to charge fees for providing investment advice from a client in the manner as specified by the Board."*

Circular No.: SEBI/HO/MIRSD/MIRSD-PoD-1/P/CIR/2025/003 dated January 08, 2025 may be referred to access the guidelines issued by SEBI in this regard: https://www.sebi.gov.in/legal/circulars/jan-2025/guidelines-for-investment-advisers_90632.html

5. Fees

In consideration of the services to be rendered by Investment Adviser, the Client agrees to pay charges/fees as per the Investment Adviser's schedule of charges/fees (described in **Schedule A**).

Payment shall be through traceable modes including account payee crossed cheque/Demand Drafts, NEFT/RTGS/IMPS/UPI or any other mode specified by SEBI. **Fees shall not be accepted in cash.**

The client agrees to pay fees within **7 days** of signing this Agreement, failing which services would be stopped and the agreement would stand cancelled.

6. Scope of Services

Subject to the activities permitted under the said Regulations, Investment Adviser shall act in a **fiduciary capacity** towards its clients at all times and has agreed to provide the following services:

The Investment Adviser SHALL:

- ✓ Advice on portfolio strategy, investments, and divestments relating to securities and permitted investment products.
- ✓ Investment advice relating to investing in, purchasing, selling, or otherwise dealing in securities and investment products, based on the Client's Risk Profiling.
- ✓ Recommendation of asset allocation strategies aligned to the Client's financial goals and personal financial management.
- ✓ Periodic review and recommendation for portfolio rebalancing, if required, to align with Client's financial goals.
- ✓ Continuous advisory services during the tenure of this Agreement, subject to compliance with SEBI regulations.
- ✓ The Investment Adviser shall provide advice only on permitted investment products, as per applicable SEBI regulations and circulars.

The Investment Adviser SHALL NOT:

- X Manage or handle funds and/or securities of the Client.

X Execute or implement transactions on behalf of the Client.

X Receive any commission, referral fees, or any other form of remuneration from third parties, product manufacturers, distributors, mutual funds, brokers, portfolio managers, or any intermediaries.

The Client shall remain **solely responsible** for the implementation of advice and all investment decisions. The role of the Investment Adviser shall be limited to providing independent and unbiased investment advice.

7. Functions of the Investment Adviser

Investment Adviser shall provide Investment Advisory Services to the Client during the term of this Agreement as permitted under applicable laws and regulations. The services rendered are **non-binding non-recourse Advisory** in nature and the final decision on the type of instruments, proportion of exposure and tenure of the investments shall be taken by the Client at its discretion.

Investment Adviser shall follow SEBI (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications. Investment Adviser shall conduct proper risk profiling and risk assessment for each client and maintain client-wise KYC, advice, risk assessment, analysis reports, and related books of accounts.

8. Investment Objective and Guidelines

Investment Adviser would provide investment advice in listed Equity Shares (Large Cap/Mid-Cap/Small Cap) as chosen by the client in the Risk Profiling form. Investment Adviser shall provide investment advice based on the risk profiling, total budgeted investment amount, and time for deployment as informed by the client.

Note: Investment Adviser is **not qualified** to provide legal, accounting, estate, actuary, or tax advice. Client will rely on his/her tax attorney or accountant for such matters.

9. Risk Factors

1. Investment in equities, derivatives, mutual funds and the Exchange Traded Index are subject to market risks and there is no assurance or guarantee that the objective of the Investment Strategy will be achieved.
2. Investment in the securities market is subject to market risks. Read all the related documents carefully before investing.
3. The past performance of the Investment Adviser does not indicate future performance. Investors are not being offered any guaranteed returns.
4. Investors may note that the Investment Adviser's investment advice may not be always profitable, as actual market movements may be at variance with anticipated trends.
5. The Investment Adviser is neither responsible nor liable for any losses resulting from Investment Advisory Services.
6. Registration granted by SEBI, enlistment as IA with exchange and certification from NISM in no way guarantee performance of the intermediary or provide any assurance of returns to investors.
7. The liquidity of the Investment Adviser's investment advice is inherently restricted by trading volumes in the securities in which it invests.
8. The Investment Adviser may advise lower rated/unrated securities offering higher yields. This may increase the risk of the client's portfolio.

9. The performance of the Investment Strategies may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems.

10. The names of the products/nature of investments do not in any manner indicate their prospects or returns.

11. There are inherent risks arising out of investment approach, investment objectives, investment strategy, asset allocation and non-diversification of portfolio.

12. Changes in Applicable Law may impact the performance of the Portfolio.

10. Validity of Advisory Services

This Agreement shall remain in force for the duration of service as mentioned in this agreement. On mutual consent, Advisory services may be renewed before expiry. The Agreement will be deemed terminated after the date of completion of the agreement term if not renewed. The Investment Adviser shall not be liable for making any refund after the termination of the Agreement.

11. Amendments

The Investment Adviser and the client shall be entitled to make amendments to this agreement after mutual agreement. Any communication done with a client over mail/WhatsApp with respect to change in service, fees charged, or duration shall be considered as part of this agreement.

12. Termination

This Agreement may be terminated under the following circumstances: (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 regulatory body/Government authority.

In case of voluntary termination, both parties shall give a **30-day prior written notice**.

13. Implications of Amendments and Termination

Notwithstanding any termination, all rights, liabilities and obligations of the parties arising out of transactions entered into prior to termination shall continue to subsist.

In case of client-initiated termination, refund shall be made after deducting **one quarter's fee as breakage fee**.

In case of adviser-initiated termination, proportionate advisory fee shall be refunded.

14. Relationship with Related Parties

The Investment Adviser hereby declares that it is carrying on its activities independently, at an arm's-length basis with its related parties. Any conflict of interest shall be disclosed to the client as and when they arise.

15. Investment Adviser Engaged in Other Activities

Investment Adviser shall not provide any distribution services for securities and investment products, either directly or through their group to an Advisory client. Investment Adviser shall not provide investment Advisory services to the distribution client.

16. Representation to Client

Investment Adviser shall 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.

17. No Right to Seek Power of Attorney

The Investment Adviser hereby declares that it shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.

18. No Conflict of Interest

Investment Adviser does not have any conflict of interest in the investment Advisory activities; such conflict of interest shall be disclosed to the client as and when they arise. Investment Adviser shall not derive any direct or indirect benefit out of the client's securities/investment products.

19. Maintenance of Accounts and Confidentiality

Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under SEBI (Investment Advisers) Regulations, 2013. Investment Adviser shall not divulge any confidential information about its client without prior permission, except where required by law.

20. Liability of Investment Adviser

Except as otherwise provided by law, Investment Adviser or its officers, Partners, employees or affiliates will not be liable to Client for any loss that:

- The client may suffer by reason of any depletion in the value of the assets under advice resulting from fluctuation in asset value, or non-performance or under-performance of the securities/funds.
- Client may suffer as a result of Investment Adviser's investment advice or other action taken in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use.
- Is caused by following Client's written or oral instructions.
- Is caused by using inaccurate, outdated or incomplete information provided by Client and/or Client's failure to promptly inform Advisor of changes in financial situation or investment objectives.

21. Representations and Covenants

Investment Adviser undertakes to comply with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications and keep the SEBI registration valid throughout the term of the Agreement.

22. Death or Disability of Client

The death or incapacity of the Client shall not terminate the authority of Investment Adviser granted herein until Investment Adviser receives actual notice of such death or incapacity. Upon such notice, client's executor, guardian, successor, or other authorized representative must engage Investment Adviser to continue services.

23. Death or Disability of Investment Adviser

Investment Adviser appoints _____ as the Obligor in the event of Investment Adviser's death/disability. The Obligor shall: (a) give notice to all clients; (b) settle accounts with clients; (c) complete transition of outstanding business to another duly registered investment adviser; (d) redress outstanding or new disputes/claims from clients.

Obligor Name: _____ PAN No.: _____

Contact details: _____

24. Settlement of Disputes and Provision for Arbitration

All disputes, differences, claims and questions whatsoever arising from this Agreement shall be in accordance with the provisions of The Arbitration and Conciliation Act, 1996. Such Arbitration proceedings shall be held at **Hyderabad** and the language of Arbitration will be **English**.

25. Adherence to Grievance Redressal Timelines

The Investment Adviser shall be responsible for resolving grievances within the timelines specified under SEBI circulars.

Contact No.: +91- Mail id: _____

In case the client is not satisfied, grievance may be lodged with SEBI at <https://scores.sebi.gov.in> or may initiate dispute resolution through the ODR Portal: <https://smartodr.in/>

26. 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.

27. Force Majeure

The Investment Adviser 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.

28. Means of Communication

The Investment Adviser will render investment advice by way of **SMS/WhatsApp**. Client shall only accept advice provided by said medium. Investment Adviser shall not be liable if the client accepts advice provided by any other means. Client shall acknowledge any communication via mail through _____.

29. Most Important Terms and Conditions (MITC)

1	Fee Collection: The IA shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
2	No Guaranteed Returns: The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3	No Assured Schemes: Any assured/guaranteed/fixed returns schemes are prohibited by law . No scheme of this nature shall be offered to the client by the IA.
4	SEBI Purview: Investment advice related only to securities shall fall under the purview of SEBI. IA shall make appropriate disclosures for products/services outside SEBI's purview.
5	No Unauthorized Trading: The IA cannot execute/carry out any trade on behalf of the client without his/her explicit and positive consent on every trade.
6	Fee Limit: The fee charged by IA to the client will be subject to the maximum prescribed by SEBI/IAASB. Current fee limit: Rs. 1,51,000/- per annum per family (Fixed Fee) or 2.5% of AUA per annum (AUA mode).
7	Advance Fees: IA may charge fees in advance if agreed by the client, not exceeding one year. In case of pre-mature termination, the client shall be entitled to seek refund of proportionate fees for unexpired period; IA may retain breakage fee up to one-quarter.
8	Payment Modes: Fees may be paid by cheque, online bank transfer, UPI, etc. Cash payment is not allowed . Optionally, payment may be made through Centralized Fee Collection Mechanism (CeFCoM) managed by BSE Limited.

9	Financial Information: The IA is expected to know the client's financial details for providing services. Hence, the client is required to share financial information (income, existing investments, liabilities, etc.) with the IA.
10	Risk Profiling: The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis.
11	Conflict of Interest: As part of conflict-of-interest management, the client or client's family members will not be provided any distribution services by IA or any of its group entities.
12	Grievance Redressal: Step 1: Contact IA directly. Step 2: Lodge grievance at SEBI SCORES platform (www.scores.sebi.gov.in). Step 3: Consider Online Dispute Resolution (ODR) through Smart ODR portal (https://smartodr.in).
13	SEBI Certification: SEBI registration, enlistment as IA with exchange, and NISM certification do not guarantee the performance of IA or assure returns to the client.
14	Contact Details: Clients are required to keep contact details, including email id and mobile number/s, updated with the IA at all times.
15	Security Warning: The IA shall NEVER ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.

30. Optional Centralised Fee Collection Mechanism

There is an optional 'Centralized Fee Collection Mechanism for Investment Advisors and Research Analysts' (CeFCoM) for fee payments. The Investment Adviser has presently not opted for the same. Once the Investment Adviser gets registered for it, said mechanism will be available for the client.

31. Disclosures and Disclaimer

Client shall read the disclosure and disclaimer as mentioned on the website and Investment Adviser shall disclose to the client if there is any change in the information contained therein.

32. Miscellaneous

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

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date(s) set forth below, and the Agreement is effective on the date of acceptance by the Advisor.

_____	_____
Name: _____	Panchagnula Venkateswara Rama Prasad
Date: _____	RP Investment Advisor



SEBI Registered Investment Adviser | Registration No.: **INA000021191**

Type of Registration: Individual | Validity: Oct 28, 2025 – Perpetual

Address: 2-1-565/3/A/1, Nallakunta, Hyderabad, Telangana 500044

Principal/Compliance Officer: Panchagnula Venkateswara Rama Prasad

Contact: +91-9820735720 | Email: arun_27march@yahoo.com

SEBI Regional Office: 7th Floor, 756-L, Anna Salai, Chennai – 600002, Tamil Nadu

Tel: +91-44-28880222 / 28526686 | Fax: +91-44-28880333 | Email: sebinro@sebi.gov.in

SCHEDULE A

Fee Schedule

For AUA (Assets Under Advice) Method

Fee Rate: 0.40% per annum (billed quarterly at 0.40% on average quarterly balance of previous quarter)

Billing Cycle: Fees billed quarterly in advance, calculated at 0.40% on the average quarterly balance of the previous quarter (Quarterly AUA).

Due Date: Fee is due on the first day of each quarterly period in advance. An invoice will be raised by the Investment Adviser; fee shall be paid within **15 days** of date of invoice.

Payment Confirmation: The Client shall provide the UTR reference number or an email confirmation evidencing payment of fee. An email will be sent to the client confirming receipt of fees.

Tax: Fees are exclusive of all taxes and subject to tax deducted at source as applicable under the Income Tax Act, 1961.

Pro-rate Billing: Any Client joining in the middle of a period will be charged on a pro-rate basis till the end of the Quarterly period.

Quarterly Periods:

Quarter	Period
Q1	1st April to 30th June
Q2	1st July to 30th September
Q3	1st October to 31st December
Q4	1st January to 31st March

Illustration:

A Client has executed the agreement on April 1. The first quarterly fee instalment shall be charged in advance on 1st April, based on the average AUA of the previous quarter (January to March). An invoice shall be raised as soon as the AUA is determined. The client shall be liable to make the payment within 15 days from the date of the invoice.

Payment Modes: Account payee crossed cheque/Demand Drafts, or direct credit through NEFT/RTGS/IMPS/UPI or any other mode specified by SEBI. **Fees shall not be accepted in cash.**

Tax Obligations: The Client is required to pay relevant taxes like STCG/LTCG arising out of investment decisions, which are over and above the fee charged by the Investment Adviser.