

Citibank Investment Services Account Agreement

1. SCOPE OF SERVICES

The Bank does in terms of this Investment Services Account provide to its Customer(s) inter- alia the following services:-

- (a) Investment Advisory & Distribution Services
- (b) Referral Services

(herein-after collectively referred to as " the Services").

The Bank and the Customers agree that the provision of the aforesaid Services shall be governed by the terms and conditions as contained here and as may be amended from time to time. Accordingly, I/We hereby appoint Citibank, N.A. (hereinafter referred to as "the Bank") at my/our express instructions to purchase, transact and/or sell third party wealth management products, including but not limited to Mutual Funds, Structured Notes, Market Linked Debentures (MLD), Fixed Income Securities(FIS) and Bonds ("Investment Products") on my/our behalf in respect thereof from time to time on a non discretionary and on a non- participation basis , on the terms and conditions mentioned herein and/or in the transaction documents. However all actions undertaken by the Bank will be at the express instructions of me/us.

(a) Investment Advisory & Distribution Services

Further as part of the Investment Advisory and Distribution Services, the Bank may provide me/us with information regarding Investment Products as may be contained in the Bank's brochure or other material or any third party product material or otherwise communicated by the Bank however, the same shall not be construed by me/us as an investment scheme or a proposal/offer by the Bank. I/We agree that the Bank may provide recommendation to me/us and I/we are not obligated to accept any such advice or recommendation at all times. I/We do hereby confirm that the investment decisions so made by me/us shall be taken keeping in consideration my/our financial circumstances and needs, investment objectives and risk tolerance. All decisions to invest and that all decisions to perform Investment transactions shall be made by me/us and shall be on the basis of my/our own personal judgment arrived at after due consideration. Further I/we understand and agree that the Bank does not in any manner:

- (i) guarantee payment on any units; or
- (ii) guarantee the liquidity of any units; or
- (iii) make any offer to buy back any units; or
- (iv) guarantee the redemption or repayment of any units on maturity; or prematurely; or
- (v) guarantee the payment of interest or dividend; or
- (vi) promise, indicate or guarantee any returns; or
- (vii) guarantee any good delivery if, notwithstanding anything stated herein,
- (viii) determine whether I am/we are entitled to and have requisite power and authority to make investments hereunder.

I/we understand that any sum invested through the Citibank Investment Services account is not a deposit with the Bank and is not insured by the Bank. The same is not endorsed or guaranteed and does not constitute obligations of Citibank, N.A., Citigroup Inc. or any of their subsidiaries, associates or affiliated companies, whose role is only as described in this Agreement. I/we further understand that the Investment Products purchased are subject to investment risks, including the possible loss of principal amount invested. The value of my/our units/securities may fluctuate. If I/we sell my/our units/securities, I/we may receive more or less than I/we paid at the time of purchase of the said units/securities, depending upon the market value of the units/securities in the fund or trust at the time of sale. I/we understand that any bonds purchased by me/us are obligations only of the issuers of such bonds. The Bank does not

guarantee buy-back of bonds.

I/We understand that past results are not a guarantee of future performance, Yield or performance fluctuates and may not be a reflection of past results. Yield or a fund's past performance should not be considered as an indication or guarantee of future yields or results. The Bank shall be under no duty to assess the prudence or otherwise of any instructions given by me/us or to give any advise in relation thereto and would be justified in acting on my/our instructions irrespective of their prudence or otherwise.

ACCOUNT & TRANSACTION TYPES

My/our Investment Services Account ("the Account") is and shall be at all times linked to my/our Current/Savings Account (" Bank Account") opened , operated and maintained by me/us with the Bank. The Account will be maintained in the same holding pattern as the Bank Account and any change in the Bank Account shall be duly reflected in the Account save and except in the case that any such change in the Account cannot be made/effectuated due to constraints as placed by the third party issuers and/or reasons beyond the control of the Bank. The Account shall be classified as a 'Recommended' Account. Within a Recommended Account, the Bank may recommend products to me/us and may provide investments advice and conduct risk based assessments of transactions in my/our account from time to time however the final investment decision rests with me/us. I/we declare that I/We will be required to confirm my/our Knowledge and Experience (K&E) and risk profile with regard to Investment Products to the Bank on a periodic basis prior to conducting any Investment transactions with the Bank. I/We shall provide the said information through the Individual Risk Profile Questionnaire/Corporate Investment Declaration Form, as the case may be. I/We confirm that all investments so proposed to be made by me/us will be required to be commensurate to the K&E so confirmed by me/us from time to time.

On the basis of these assessments, the Bank may recommend that I/we desist from concluding a particular investment transaction. The Bank does not have any discretionary powers to undertake any transactions in relation to my/our account and express authorization will be required to be provided prior to execution of any investment transaction. I/we understand that any units/securities so invested into by me/us which are held in Demat form (in the Demat Account) so maintained by me/us with the Bank, shall be governed by applicable depository regulations in that regard and I/We understand that the unit reflecting in the Account is to offer a consolidated statement to me/us Within the Recommended Account, I/We, will be able to perform two types of transactions i.e, Advised & Non Advised Transactions:

With respect to Advised Transaction, I/We understand that such transactions can result from a specific investment idea described in materials or otherwise shared by the Bank. For all such transactions, the bank will perform a transaction suitability assessment based on the Investor Rating/Profile so determined by me/us in the Individual Risk Profile Questionnaire/Corporate Investment Declaration Form, as the case may be. All transactions so concluded shall be deemed to be advised unless otherwise intimated by me/us to the Bank as Non Advised Transactions.

With respect to Non Advised Transactions I/We understand that I/We may choose to define all the material terms and instruct the Bank to execute the transaction at my/our request. I/We may also choose to materially modify a specific transaction or investment proposition that the Bank makes me/us aware of, which the Bank shall then execute at my/our express request subject to relevant terms and conditions and on a best effort basis.

I/We understand and confirm that all transactions concluded through the Citibank Online channel shall be deemed to be Non- Advised in nature.

Further, I/We understand that incase I/we choose to invest into sophisticated financial products (Complex Products), as determined by the Bank from time to time, the same are mandatorily subjected to an enhanced transaction suitability review. I/We understand that the above may also warrant a

discussion on the assessment of my/our investor rating and may also affect any further investment recommendations that may be made to me/us by the Bank from time to time.

I/We understand and are aware that prior to any investment decision I/We should always bear in mind that concentration risk is an important element to consider. A concentrated position may be defined as significant presence of a single security, securities of a single issuer or a certain class of securities in one's investments. No single guideline or maximum percentage of a particular security or class of securities suits all investors. Concentrated positions may entail greater risks than a diversified approach to securities and issuers.

I/we hereby give and grant unto the Bank full power and authority from time to time to appoint one or more substitute or substitutes to do, execute and perform all or any of such matters and things as aforesaid and be at pleasure to remove such substitute or substitutes and to appoint another or others in his/her/their place AND I/we hereby ratify and confirm and agree and undertake to ratify and confirm whatsoever the Bank shall lawfully do or cause to be done by virtue of these presents.

Investment Products related services instructions shall only be processed provided there is sufficient balance in the Bank Account to cover the purchase price and to cover all other costs, fees and charges which are payable in connection with such transactions.

The Bank shall on a best effort basis endeavor to execute such transactions, however the Bank shall not be responsible for the non-execution of my/our instructions. I/We authorise the Bank to do, perform or execute upon my/our express instructions and at my/our risk and cost, all or any of the following acts, deeds, matters and things:

- (i) To transact in Investment Products distributed by the Bank on my/our behalf and to pay for the units/securities so purchased, on my/our instructions.
- (ii) To receive the account statement pertaining to the above said units/securities from third party product providers
- (iii) To transact with respect to the units/securities held by me/us (whether solely or jointly with others) at my/our express instructions and to receive the payment of the redemption/sale price and acknowledge receipt of the same, based on my/our instructions.
- (iv) To collect, receive and discharge any sum including dividend, interest or income arising from the units/securities.
- (v) To collect and deposit monies in an account opened in my/our name with the Bank and to make such debits in the said account as may be necessary for effectually discharging the Bank's obligations hereunder.
- (vi) To give instructions and orders to brokers and agents at our express confirmation for the purposes of sale, purchase, transfer of the Investment Products.
- (vii) To correspond with and give notice to third party product provider on my/our behalf.
- (viii) To disclose, exchange, share or part with all/any information relating to me/us or my/our Account with the third party product provider (or any other third party so authorized by the third party product providers) or any regulator and/or service provider of the Bank.
- (ix) To instruct the third party product providers to make note of instructions with regard to nomination/change in investment plan/any other changes.
- (x) To employ agents and managers on my/our behalf.

(b) Referral Products & Services

The Bank may from time to time act as a Referral Agent for any third party

issuer(s) and such services shall be offered on a non- participating basis and non- discretionary in nature. I/We further understand that with respect to Referral Products, the Bank shall be paid an upfront fixed Referral Fee by the Third Party Issuer not linked to the performance of the product and I/We have no objection to the same.

I/We confirm that I/We shall be required to consult my/our own investment advisor and examine the attendant risks and merits carefully before making such investments. I/We shall enter into appropriate documentation directly with the Third party Issuer and my/our investments shall be governed by the terms and conditions so agreed to between me/us and such third party issuer. I/We understand that in all such cases the holding pattern of the referral products will be as per the subscription made by me/us directly with the Third Party product provider. Further, In all such cases the Bank shall not be responsible for any post investment service with regard to the Referral Products and I/We, shall directly engage with the third party issuer(s) in this behalf.

I/We, agree, declare and confirm that I/We shall sign and execute the Disclosure Note in favour of the Bank in terms whereof key disclosures that the Bank desires to communicate shall be read, and understood by me/us before execution thereof.

Further I/We, acknowledge that in the event I/We have any dispute (of any nature whatsoever)with regard to such referred product I,/We fully agree, declare and confirm that the Bank shall not be liable and/or responsible for resolution of the same , nor shall the Bank be liable to provide me/us with any compensation whatsoever. In all such cases I/We shall directly liaise with the third party issuer in this regard for dispute resolution and I/We shall not make the Bank party to the same.

I/We are aware and do hereby agree, declare and confirm that in the event that I we do become Resident(s) of Canada, US Citizen(s), Resident (s) or Green card holders ,the Bank may desist from updating any incremental draw-downs, payments with respect to Referral Products.

2. Communication of Instructions

The Bank may refuse to act on any instruction unless they are given in writing in a manner and form acceptable to the Bank including in the electronic format through Citibank Internet Banking facility or given orally over the telephone in accordance with the CitiPhone facility/or any other authorized entity of the Bank or any other mode as may be determined by the bank from time to time, (hereinafter collectively referred to as "the Channels") subject to the Bank's right to verify such instructions. However, the Bank shall have no obligation or responsibility to determine the authenticity of any instructions given or purported to be given by us. I/we shall not hold the Bank liable on account of the Bank acting in good faith on any of my/our instructions. The Bank may at its discretion not carry out instruction(s) from me/us where the Bank has reason to believe (which decision of the Bank, I/we shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.

The Bank shall not be liable if any instructions are not carried out for any reason whatsoever.

I/we declare and confirm that the I/we shall be required to provide express instructions to the Bank via the Channels in order to enable the bank to execute my/our instructions. I/we hereby jointly and severally agree to indemnify the Bank against any improper/fraudulent instructions purported to be received from any of me/us. The Bank shall not be obliged to accept from any of my/our oral , e- mail or facsimile instructions unless such instructions are in accordance with procedures and processes set forth by the Bank for the Channels. In order to, however, induce the Bank to act upon communications and instructions transmitted by manual procedures (Facsimile, Mail, E- mail , Messenger, Telephone in case of CitiPhone/or any other authorized entity) ;

I/we hereby irrevocably agree that, in the absence of any gross negligence, bad faith or willful misconduct attributable to the Bank, as long as the Bank acts in compliance with such authorisation/instruction, the Bank shall be indemnified for and held free and harmless from and against any and all responsibility for, any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act of omission (or any delay) in response to instructions to the Bank to transfer funds or purchase, sell or otherwise dispose of units/securities, together with any and all attendant costs and expenses including the Bank(s) reasonable legal fees and expenses, collectively referred to as "losses". I/we also acknowledge that the security and control procedures provided by the Bank are designed to verify the source of communication and not to detect any error in transmission or content including discrepancies between names and account numbers.

Nothing contained herein shall require the Bank to violate any applicable laws, rules or procedures/instructions. The Bank shall have no further duty to verify the contents of any instruction and communication, whether or not authorised, sent in the name and accepted by the Bank.

Further as a safeguard the Bank may from time to time may conduct a post sale call back (over recorded line) to re-affirm the instructions so provided by me/us and I/We do hereby agree, declare and consent to the same.

3. Charges and Fees

As I/we make investments through your account, Citibank shall be entitled to receive a transaction related fee from me/us. The Citibank Investments Transaction Fee Grid details the transaction fees applicable for products brought to me/us by the Bank. Alternatively, for all clients under the Select One fee model, the Select One confirmation letter, would detail the applicable fees and terms & conditions agreed upon with me/us. Clients on the Select One fee model would be charged a fee which is payable on the basis of the Investment Products so held with the Bank and as agreed upon between me/us and the Bank from time to time.

All transactions and all other acts done by the Bank on my/our behalf pursuant to this Agreement shall be at my/our risk and cost and in consideration thereof, I/we agree to pay to the Bank such charges/fees as per the Citibank Investments Transaction Fee Grid. I/we accept and understand that the Bank's charges/fees may be changed/modified by the Bank from time to time at its sole discretion as shall be duly communicated by the Bank to me/us prior to any investment transaction.

The charges/fees shall be paid by me/us to the Bank at the time of or immediately after my/our giving instructions to the Bank. In the event that there is a shortfall, the Bank shall be within its right to earmark the account for the amount due and any subsequent credit into the account shall be utilised for payments for the fees and charges so owing and payable by me/us from time to time. All fees, charges and reimbursement of expenditure shall be paid or made in full by me/us without any counter claim, set off or withholding. In the case of joint account our liabilities and obligations hereunder to the Bank shall be joint and several. All charges and fees shall be debited to my/our Bank Account so opened, operated and maintained with the Bank.

I/we agree and understand that the Bank's charges/fees are in addition to those levied by the mutual fund company as communicated in Scheme Information Document (SID)/Statement of Additional Information (SAI)/Key Information Memorandum (KIM). Please note that SID should be read in conjunction with the SAI at all times and not in isolation I/we shall from time to time be required to acknowledge receipt of the current Schedule of Commissions paid by the AMCs to the Bank which may be varied from time to time without any notice to me/us and the updated Schedule of Commission shall be available on the Bank's website for reference. I/We understand that the Bank shall be entitled to receive commissions from the Asset Management Company (AMC) from the Issuer/Provider of such products. The Schedule of Commissions details the commissions paid to Citibank by the third party product providers. I/We further understand that with respect to Referral

Products, the Bank shall be paid an upfront fixed Referral Fee (on a non-participation basis) from the Third Party Issuer and I/We have no objection to the same.

I/We further agree, declare and confirm that with respect to Bonds, Structured Notes and I/We shall be liable to pay the Bank a fee in the nature of a distribution/broker/transaction fee and that shall be paid at the time of making such an investment.

4. Rights of Lien and Set Off

The Bank will have a charge and right of lien and set off on all my/our securities/units in its possession or custody and all monies standing to my/our credit with or in any account with any branch of the Bank (whether in my sole name or jointly with any other or others) for all sums due or payable by me/us to the Bank hereunder. In the event of default on my/our part in discharging my/our obligations to the Bank hereunder, the Bank shall be entitled to enforce the charge by instructing the Third Party Product Providers to redeem such units/securities and to appropriate the net proceeds of such redemption/sale or any credit balance as aforesaid, in liquidation of my/our liabilities to the Bank.

5. Third Party Risk

The Bank shall not be liable for any loss or damage caused by reasons of failure or delay by the Third Party Product Providers to deliver any units/securities purchased even though payment has been made for the same or failure or delay in making payment in respect of any units/securities sold though they may have been delivered and I/we shall keep the Bank indemnified, saved and harmless and free from any claim in respect thereof. The Bank shall also not be liable for any delay, failure or refusal of the third party product provider/any company/corporation or other body in registering or transferring units/securities to my/our name or for any interest, dividend or other loss caused to me/us arising there from.

6. Liability of the Bank

The Bank shall not in the absence of gross negligence and/or willful default on the Bank's part, be liable to me/us for any act, omission or delay to act under this Agreement if such act, omission or delay is caused due to negligence or delay on part of the mutual fund company/third party product provider or for any claims which I/we may suffer or incur as a result of or in course or discharge by the Bank, or its nominees, agents, officers of the Bank's duties under this Agreement.

Without prejudice to what is stated above, the Bank shall not be held liable for reason of any loss or damage or failure to comply or delay in complying with its obligations under this Agreement which is caused directly or indirectly by any event or circumstances beyond the Bank's reasonable control. The Bank shall not be liable for and I/we shall indemnify the Bank for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorised use of my/our, signatures, personal details, and/or unauthorised use of my Telephone Personal Identification Number (TPIN) and Internet Personal Identification Number (I-PIN).

The Bank will not be liable for any error or inaccuracies in any of the information shared/provided by the bank with me/us which has been obtained from third party provider/public domain.

The Bank shall be under no duty to verify compliance with any restrictions on my/our investment powers. The Bank will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reason of any defects or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone or postal system and or due to reasons beyond the reasonable control of the Bank.

7. Indemnity to the Bank

I/we hereby irrevocably agree that, in the absence of any gross negligence, bad

faith or willful misconduct attributable to the Bank, as long as the Bank acts in compliance with such authorisation/instruction, the Bank shall be indemnified for and held free and harmless from and against any and all responsibility for, any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act of omission (or any delay) in response to instructions to the Bank to transfer funds or purchase, sell or otherwise dispose of units/securities, together with any and all attendant costs and expenses including the Bank(s) reasonable legal fees and expenses, collectively referred to as "losses".

8. Correspondence and Statements

Any notice or other correspondence (including statements) addressed by the Bank to me/us may be sent by the Bank at the mailing address/electronic mail address given by me/us in the Bank Account opening form or to such other mailing address/electronic mail address as the Bank may be informed of as the current address as recorded with the Bank in respect of the underlying Bank Account and it shall be my/our responsibility to update the Bank/Third Party Issuers records in case of any change/discrepancy. However this update may not necessarily reflect on the records of any Third Party Issuer/Bank and I/We will need to directly ensure that the records are duly updated. If according to me/us there is any discrepancy in the particulars or details of any transaction or account of statement then I/we shall be obliged to intimate the same to the Bank in writing within 14 days of the account holder receiving notice thereof, failing which such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by me/us and I/we shall not be entitled to question the correctness or accuracy thereof.

The Bank will provide me/us with the appropriate form for registration in case I/We prefer to receive a paperless electronic version of these statements. I/We can also view my/our statement anytime by accessing my/our Citibank account at www.citibank.co.in by using my/our Citibank Debit card and online password.

With reference to Referral Products, I/We understand that the investment(s) may reflect on the Account Statement with a delay and in all such cases the Bank shall not be held responsible and/or liable under any circumstances whatsoever. I/We understand that the investments will be reflected under the Account but the actual holding pattern of the investments will be as conveyed by me/us to the third part product provider in the third party product provider agreement/subscription form.

This account statement is inter- alia a collation of my/our investment summary along-with all other transactions concluded by me/us with the Bank. I/We further understand that with respect to Bonds, Structured Notes and Referral Products duly recorded in the Statement, shall reflect the current amounts so invested by me/us into the Products at cost and is independent of the overall commitment so made by me/us and should not be deemed to be the current market value of such Products. The Statement reflects only such investments as have been intimated to the Bank by me/us/third party product providers. The Statement is periodically generated based on information available with the Bank so received from me/us/third party providers and/or the Referral Agent/agency as the case may be. These investments may simultaneously reflect in the my/our Investment and Demat account held with the Bank.

With reference to Direct transactions/Broker Code Change, I/We understand that the investment may reflect on the Account Statement with a delay and in all such cases the Bank shall not be held responsible and/or liable under any circumstances whatsoever. I/We also understand that the bank is not liable to update all direct transactions in the Account.

9. Request of Information/Complaints

I/We understand that my/our Relationship Manager is available to address any questions relating to my/our account. I/We can also e-mail the Bank's centralized Customer Care Unit at presently indiaservice@citi.com in order to discuss a concern or complaint relating to my/our account.

If I/we am/are not satisfied with the response provided to my/our query, I/We may also write to us presently at head.customercare@citi.com .I/We may also call CitiPhones at the numbers so mentioned on the website of the Bank from time to time.

10. Declaration

I/We hereby agree, affirm, confirm and declare:

That all transactions so proposed to be concluded by me/us are subject to the local regulatory norms and the Bank shall be within its rights to refuse any transactions which do not confirm to the same

- (i) That all transactions so proposed to be concluded by me/us are subject to the Bank's internal policies and suitability assessment criteria as may be amended from time to time and the Bank shall be within its rights to refuse any transactions which do not confirm to the same.
- (ii) That I/We shall be responsible to ensure that I/We have fully read and understood the detailed terms and conditions of the Key Information Memorandum (KIM), Scheme Information Document(SID), Statement of Additional Information (SAI) and Term Sheet of the MLD, Prospectus of Bond(s) and any other offering document as may be applicable to Investments Products.
- (iii) That in case I/We choose to invest into sophisticated financial products (complex products) as determined by the bank from time to time. The same shall mandatorily be subject to an enhanced suitability and the Bank shall be within its rights to refuse any transactions which do not confirm to the same.
- (iv) I/We confirm that I/We have read and understood the contents of the Citibank Investment Services Account Agreement, and agree to abide by the applicable terms and conditions, rules and regulations as on the date of this investment and confirm that the monies invested in the Investment Products legally belongs to me/us. I/We have neither received nor been induced by any rebate or gifts, directly or indirectly in making this investment. This confirmation shall be deemed to be re-confirmed and be effective for every instruction for Investment from me/us to the Bank.
- (v) I/We hereby declare that all the particulars given herein are true, correct and complete to the best of my/our knowledge and belief. I/We further agree not to hold the Bank liable for any consequences in case of any of the above particulars being false, incorrect or incomplete.
- (vi) I/We confirm that I/We shall consult our independent legal and tax advisors, as necessary, for legal or tax advice. All investment decisions relating to my/our account shall be solely undertaken by me/us.
- (vii) That in the event of the me/us providing direct instructions to the Asset Management Companies/Fund Houses/Mutual Fund Company (AMC) or their agents, then the Bank shall not be liable/responsible in this regard for any reason whatsoever. All such transactions including but not limited to the following so initiated by me/us directly with the AMC shall be at sole risk and responsibility of me/us. With regards to such transactions, the bank shall not be responsible for:
 - (a) For any losses, depletion in value and amount, costs, that may be incurred and/or suffered by me/us in respect of the holdings so maintained by me/us with the Bank.
 - (b) For any details being reflected onto the systems of the Bank the same shall be on a best efforts basis on and after receipt of such information/suitable updates from the Third Party Provider and/or their agent.
 - (c) For any and/or all Non Financial Transactions, the Bank shall not be liable for any change in record and the same shall only be effected in the Bank's records on appropriate intimation to this accord being

made to the Bank by me/us and/or the Third Party Provider and/or their agent (as applicable) in the form and manner as deemed acceptable by the Bank; In all such cases the Third Party Provider and/or their agent shall be required and responsible for maintaining appropriate records at its end I/We understand that I/We will need to update the Bank directly of relevant changes being effected by me/us directly with the Third Party Provider and/or their agent, failing which the Bank shall not be in position to reflect the same on its records;

- (d) For existing transaction concluded through the offices of the Bank the same shall be reflected in the Folio no. so maintained and reported by the Bank on a best efforts basis;
 - (e) For any incorrect investments details, dividend processing and payout including reinvestment, subscription/switch in to such Schemes of the Third Party Provider and/or their agent notwithstanding that such investment may be reflected by the Third Party Provider and/or their agent;
 - (f) For any such investment made by me/us, the same shall be deemed to be Non- Advised Transactions
 - (g) For rejection of the proposed investment in case the same is rejected by the Mutual Fund on account of any lacunae in the form and/or contrary instructions so provided to the Third Party Provider and/or their agent;
 - (h) For any investments so made by me/us in such Schemes of the Third Party Provider and/or their agent which have not been approved by the Bank , I/We shall be liable for tracking the same notwithstanding that such investment may be reflected by the Third Party Provider and/or their agent and the same will not reflect in the Account.
 - (i) For any acts not attributable to the Bank on account of me/us providing direct instructions to the Third Party Provider and/or their agent.
- (viii) I/we declare that all the details in my/our relationship record are true and correct and any instructions given to the Bank to transact business on my/our behalf shall be in due conformity with the applicable laws as may for the time being be in force. I am/we are not - Residents of Canada, US Citizen(s), Resident(s), or Greencard Holders. I/we further declare and undertake that I/we shall, immediately upon becoming a Resident(s) of Canada, US Citizen(s), Resident (s) or Green card holders inform the Bank of such change in my status. Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or as per the applicable Tax rules for these countries and any modification or re-enactment thereof. I/we agree and declare that any and all tax liability & any other obligation will be my/our sole responsibility. I/We are aware and do hereby agree, declare and confirm that in the event that I we do become Resident(s) of Canada, US Citizen(s), Resident (s) or Green card holders, the Bank may desist from providing incremental investment services as also terminate existing Standing Instructions.
- (ix) I/We further declare and agree to ensure that the 'Memorandum of Association' and/or 'Articles of Association' and/or other 'Constitutional Documents' do not prohibit me/us from making any investments, (applicable for Private Limited Companies, Public Limited companies, Partnerships, Trusts and Non-Profit Organizations(only Societies)). I/we further declare and undertake that I/we shall, immediately upon any change in any "Constitutional Documents" inform the Bank of any such change.
 - (x) I/We hereby agree and understand that my/our Risk Profile/Investment Objective/Risk Tolerance is assessed by the bank using the Risk Profile Questionnaire (RPQ)/Corporate Investment Declaration Form (CIDF) and

completed by me post account opening. The same shall remain valid for a period of 12 months from the last date of profiling unless modified by me/us prior to the date of expiry of such profile.

I/We shall ensure that the same is kept updated with the Bank from time to time.

- (xi) I/We declare I/We will ensure that all materials, disclosures and confirmation statements are duly read and understood by me/us prior to making any investments and/or signing any documents.

I/We hereby expressly consent and permit the Bank to:

- (i) collect, store, communicate and process information relating to the Account by any means necessary for the Bank to maintain appropriate transaction records; disclose information to third parties about the Account where it is deemed, at the sole discretion of the Bank, as necessary;
- (ii) comply with all laws or government agencies or court orders or legal proceedings and/or when necessary to resolve errors or questions I/We or any other party may have raised and/or in order to satisfy the Bank's internal data processing requirements;
- (iii) disclose at any time and for any purpose, any information whatsoever relating to me/us or the Account or transactions or dealings with the Bank, to any branches, subsidiaries, service providers, affiliates, group companies, third parties whosoever (including employers/family members/employees and authorized signatories) so far as is deemed to be necessary in the exclusive discretion of the Bank, or associated or affiliated corporations of the Bank wherever located or to any government or regulatory agencies or authorities in India or elsewhere or any agents or contractors or third parties which have entered into an agreement to perform any service(s) for the Bank's benefit, and any other person(s) whatsoever ((including employers/family members/employees and authorized signatories) or where the disclosure is required by law or otherwise and to whom the Bank deems fit in its exclusive discretion to make such disclosure;
- (iv) I/We agree to provide to the Bank such information/and or documents as the Bank is required to obtain from me/us by law or regulation or any other appropriate information/and or documents, which the Bank may reasonably request from time to time;
- (v) I/We hereby expressly authorize the Bank to disclose, exchange, share or part with all any information relating to my/our Account and/or me/us to all companies/entities/subsidiaries/affiliates of the Bank or under Citigroup/their agents' Banks/Financial Institutions/Statutory Bodies as may be required and undertake not to hold Citibank, N.A. and/or companies/entities/subsidiaries/affiliates under Citigroup and/or their agents liable or responsible for use of the aforesaid information.

I/We further expressly authorise Citibank, N.A. and/or all the companies/entities/subsidiaries/affiliates thereof under Citigroup and their agents to offer and/or market/sell to me/us any of the products or services offered by Citibank, N.A.

11. Declaration

I/We declare and undertake in connection with my/our use of Citibank Investment Services through the offices of Citibank N.A. India that it shall be my/our sole responsibility to ensure due compliance at all times of all applicable laws, regulations and rules in connection therewith. Further I/We shall ensure that I/we shall at all times ensure due compliance with all regulations and guidelines for any and/or all tax, foreign exchange or capital controls issues including reporting or filing requirements that may apply as a result of my/our country of citizenship, domicile or residence or the location where investment transactions may be concluded by me/us. In the event that

I/We are non resident Indian(s) , I/We further declare and undertake that I/we shall, immediately upon becoming a person resident in India, inform the Bank of such change in my residential status.

I/We am/are aware that there are specified list of countries wherein transactions can be concluded through the Bank including Citibank Online Platform (CBOL). This list may be amended/alterd/varied/modified by the Bank from time to time. Save and except these specified countries, I/We declare and confirm that the Bank shall be within its right to refuse/deny any transactions so initiated by me/us. The Bank reserves the right to seek additional documentation to facilitate Investment transactions.

12. Termination

This Agreement shall commence from the date hereof and shall continue until this Agreement is terminated by either party. Either party shall be entitled to terminate this Agreement forthwith by giving notice in writing in that regard to the other party provided that I/we shall not be relieved of my/our obligations hereunder, notwithstanding such termination, incurred prior to the date on which such termination shall become effective. This agreement shall, however, stand immediately terminated if the objective of this agreement becomes unlawful/illegal under any of the prevalent applicable laws. Upon termination of this Agreement, the money and units/securities with the Bank pursuant to this Agreement may be paid or delivered (as the case may be) by the Bank, after deduction of the Bank's dues, to any of us and the same shall be a valid and full discharge to the Bank. In case of all third party products (distributed and/or referred by the Bank) upon termination of this Account , the Bank shall intimate the third party issuer to move/designate the Investments as "direct" accounts and subsequently I/We shall directly deal with the third party issuer(s) in this regard. Further in case the Bank Account is terminated for any reason whatsoever the Account shall also be terminated forthwith and the Bank shall transfer all such transactions to the AMC as direct.

13. Banking Terms and Conditions

I/we hereby understand and agree that Citibank Account Terms and Conditions as amended from time to time shall be applicable to the Citibank Investment Services Account to be opened by me/us hereunder and I/we shall abide by the same while dealing through my/our Citibank Investment Services Account and/or in connection with these presents. I/we specifically agree that any communication or instructions in connection with these presents sent by me/us using the Channels shall be in accordance with the specific terms and conditions applicable to such facilities of the Bank as contained in the Citibank Account Terms and Conditions or any other terms and conditions of the same.

14. Governing Law and Jurisdiction Clause

All disputes and differences arising out of, under or in connection with this Agreement or anything done hereunder shall be within the exclusive jurisdiction only of the courts of the city in which the branch of the Bank which shall provide services pursuant to this Agreement is situated. Further, this Agreement is subject to and shall be construed in accordance with the laws of India. I/We agree that I/We shall be entitled to maintain any action only against the branch with which I/We have opened the investment account and not against any other branch subsidiary, affiliate or holding company of Citibank whether within or outside India.