

WealthPlys Investor Charter & Regulatory Disclosures

Public view-only document. Client identity details are redacted.

1) Registration / Onboarding Process (phone -> OTP -> PAN -> profile -> eSign)

1. **Step 1:** Enter phone number and send OTP.
2. **Step 2:** Verify OTP received on the registered phone.
3. **Step 3:** Enter and verify PAN to confirm identity.
4. **Step 4:** Complete profile details and submit registration (including agreement to terms).

eSign execution

After successful registration, the customer completes electronic execution (eSign) of the Investment Advisory Agreement. A signed copy is shared with the customer for records.

Generated on: 12 May 2026

2) First Purchase Email Template (Redacted)

Below is the structure of the email sent after a successful first purchase. Personal customer fields are replaced with **[REDACTED]** for public viewing.

Thank You for Your Purchase!

Dear **[REDACTED]**,

We are delighted to confirm that your payment has been successfully processed. Please find your detailed invoice attached to this email.

Invoice Summary

Invoice Number:	[REDACTED]
Order ID:	[REDACTED]
Date:	[REDACTED]
Amount:	Rs. [REDACTED]
Status:	PAID ✓

What's Next?

- Your purchase is now complete and ready to access
- Access your purchased materials from your account dashboard
- For books: Visit your library to read and download PDFs
- Our support team is available for any questions

Access Links

[View My Library](#)

[My Account](#)

Need Help?

Email: support@wealthplys.com

Website: www.wealthplys.com

Thank you for choosing WealthPlys as your investment partner. We look forward to helping you achieve your financial goals!

Best regards,
The WealthPlys Team

3) Investment Advisory Agreement (Redacted Copy)

Agreement structure is preserved. Client identity details and AUA percentage values are redacted for public viewing.

INVESTMENT ADVISORY AGREEMENT

(Compliant with SEBI (Investment Advisers) Regulations, 2013 & Circular dated 17.02.2025)

Accepted fee: As per fee structure / AUA terms

This Investment Advisory Agreement ("Agreement") is executed on this **12** day of **May 2026**,

BETWEEN

Wealthplys Advisers,

a SEBI Registered Investment Adviser under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013,
SEBI Registration No.: INA000001234,
having its registered office at India
(hereinafter referred to as the "Investment Adviser" or "IA"),

AND

[REDACTED],

residing at [REDACTED], [REDACTED],
PAN: [REDACTED]
(hereinafter referred to as the "Client").

The IA and the Client are individually referred to as a "Party" and collectively as the "Parties".

1. CLIENT CONSENT & STATUTORY DECLARATIONS (MANDATORY)

1.1 Client Consent

"I/We hereby confirm that I/We have carefully read, understood and accepted the terms and conditions of this Investment Advisory Agreement, including fee structure, risk disclosures, grievance redressal mechanism and MITC.

Adequate opportunity was provided to ask questions and seek clarifications before execution of this Agreement."

1.2 Adviser Declaration

The IA declares that:

- No investment advice shall be rendered and no fees shall be charged unless this Agreement is executed.
- The IA shall not manage funds or securities, not hold Power of Attorney, and not execute trades on behalf of the Client.
- The IA shall not promise, indicate or imply any assured, fixed or guaranteed returns.

2. APPOINTMENT & NATURE OF SERVICES

2.1 The Client appoints the IA to provide non-discretionary investment advisory services strictly in

accordance with SEBI (Investment Advisers) Regulations, 2013 and amendments thereto.

2.2 The IA shall act in a fiduciary capacity, exercising due skill, care and diligence, and shall always act in the best interest of the Client.

3. SCOPE OF ADVISORY SERVICES

3.1 The IA shall provide advice only in respect of securities under SEBI jurisdiction, including:

- Equity shares
- Mutual Funds (Direct Plans only)
- Debt securities and other SEBI-permitted instruments

3.2 Advice shall be:

- Non-discretionary
- Suitability-based
- Aligned to client risk profile and financial goals

3.3 The IA shall not:

- Execute transactions
- Handle client money or securities
- Provide any distribution services

4. CLIENT INFORMATION, RISK PROFILING & SUITABILITY

4.1 The Client shall provide accurate and complete information relating to income, assets, liabilities, investment experience, objectives and risk tolerance.

4.2 The IA shall conduct risk profiling and suitability assessment prior to providing advice and shall periodically review the same.

4.3 The IA shall not be responsible for consequences arising from incorrect, incomplete or misleading information provided by the Client.

5. FEES, BILLING & PAYMENT (REGULATION 15A)

5.1 Fees shall be charged strictly as per SEBI prescribed limits.

Fee Mode:

- Fixed Fee Mode - Maximum ₹1,51,000 per annum per family of client
- Assets Under Advice (AUA) Mode - Maximum of AUA per annum

5.2 Fees may be changed at any time with client consent, subject to SEBI limits.

5.3 Fees may be paid through:

- Cheque / NEFT / RTGS / IMPS / UPI
- Centralised Fee Collection Mechanism (CeFCoM - BSE)

Cash payment is strictly prohibited.

5.4 Advance fees, if any, shall not exceed one year.

5.5 On premature termination, proportionate fees for unexpired period shall be refunded, subject to a maximum breakage fee of one-quarter of annual fee.

6. SEGREGATION OF ADVISORY & DISTRIBUTION (REGULATION 22)

6.1 The Client confirms that neither the IA nor its group/family entity shall provide any distribution services to the Client.

6.2 PAN shall be the control record for client-level segregation.

6.3 The Client shall not be forced to liquidate any pre-existing investments.

7. NO ASSURANCE / MARKET RISK DISCLOSURE

7.1 Investments are subject to market risks.

7.2 Past performance is not indicative of future performance.

7.3 The IA does not guarantee returns, accuracy or capital protection.

8. CONFLICT OF INTEREST

8.1 The IA shall disclose any actual or potential conflict of interest in writing.

8.2 The IA shall not derive any direct or indirect benefit from client investments.

9. CONFIDENTIALITY & RECORD MAINTENANCE

9.1 Client information shall be kept strictly confidential.

9.2 Records shall be maintained as per Regulation 19 and shall be available for SEBI inspection.

10. TERMINATION

10.1 Either Party may terminate this Agreement by giving 30 days written notice.

10.2 In case of suspension/cancellation of IA registration, the Client may terminate immediately.

11. GRIEVANCE REDRESSAL

Step 1: Contact IA

Email: support@wealthplys.com | Phone: +91-XXXXXXXXXX

Step 2: If unresolved, lodge complaint on SEBI SCORES

(www.scores.sebi.gov.in)

12. LIMITATION OF LIABILITY

The IA shall not be liable for:

- Market losses
- Client's independent decisions

- Force majeure events

13. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by the laws of India. Courts at Mumbai shall have exclusive jurisdiction.

14. ACCEPTANCE

The Client confirms acceptance of this Agreement and MITC (Annexure-B).

SIGNATURES

For Investment Adviser

Name: _____

Signature: _____

Date: _____

For Client

Name: [REDACTED]

Signature: _____

Date: _____

ANNEXURE - A

TERMS AND CONDITIONS OF AGREEMENT BETWEEN INVESTMENT ADVISER AND CLIENT

(As per SEBI (Investment Advisers) Regulations, 2013 and applicable circulars)

1. Appointment of the Investment Adviser

In accordance with the applicable laws and regulations, the Client hereby appoints the Investment Adviser, entirely at the Client's own risk, to provide investment advisory services strictly in accordance with the terms and conditions of this Agreement and as mandated under Regulation 19(1)(d) of the SEBI (Investment Advisers) Regulations, 2013 ("IA Regulations"). The Investment Adviser accepts such appointment subject to compliance with all applicable laws, rules, regulations, circulars and guidelines issued by SEBI from time to time.

2. Mandatory Client Consent and Adviser Declarations

2(a) Client's Consent

The Client hereby confirms, declares and agrees that he/she/it has carefully read, fully understood and accepted all the terms and conditions of the investment advisory services provided by the Investment Adviser, including the fee structure, fee charging mechanism and payment terms. The Client further confirms that, based on a written request made by the Client, adequate opportunity was provided by the Investment Adviser to ask questions, seek clarifications and interact with persons associated with the provision of investment advice before execution of this Agreement.

2(b) Declarations by the Investment Adviser

The Investment Adviser hereby expressly declares that:

(i) No investment advice shall be rendered and no fee shall be charged to the Client unless and until this Agreement is duly executed by the Client and a copy of the signed Agreement is provided to the Client.

(ii) The Investment Adviser shall not manage funds or securities on behalf of the Client and shall not accept or hold any money or securities of the Client, except to the extent necessary for receiving advisory fees payable under this Agreement.

(iii) The Investment Adviser shall not, at any time, provide or imply any assurance, guarantee, minimum return, target return, accuracy level, or any representation that the investment advice is risk-free or immune from market risks, or that returns will be generated with any level of certainty.

ANNEXURE - B

Most Important Terms and Conditions (MITC)

(Forming an integral part of the Investment Advisory Agreement)

1. Scope of Fees and Handling of Client Funds

The Investment Adviser (IA) shall accept payments only towards fees for providing Investment Advisory Services. Under no circumstances shall the IA accept, handle, hold, or operate any funds or securities belonging to the client. The IA is strictly prohibited from acting as a custodian, trustee, or intermediary for client funds or securities.

2. No Guarantee of Returns

The client clearly understands and agrees that the IA does not provide any assurance, guarantee, or promise of returns, profits, capital protection, or accuracy of any investment advice. All investment advice is subject to market risks, economic conditions, and volatility, and past performance is not indicative of future results.

3. Prohibition on Guaranteed Return Schemes

The client acknowledges that assured, guaranteed, fixed-return schemes or similar arrangements are prohibited by law. The IA shall not design, promote, or offer any such scheme, directly or indirectly. Any claim of guaranteed or fixed returns shall be deemed illegal and void.

4. Regulatory Scope of SEBI

Investment advice provided by the IA shall be restricted to securities falling under the regulatory purview of SEBI. In case the IA provides any guidance or services related to products or services not regulated by SEBI, the IA shall make full disclosure to the client, and obtain a written declaration and undertaking from the client confirming that such products/services are outside SEBI's jurisdiction, and no grievance or claim shall lie with SEBI regarding such products or related advisory services.

5. Execution of Trades

This agreement is limited strictly to investment advisory services. The IA shall not execute, place, or carry out any purchase or sale of securities on behalf of the client without the client's explicit, positive, and trade-specific consent. The client is strongly advised not to authorize discretionary trading rights to the IA.

6. Fee Structure and Regulatory Limits

The fees charged by the IA shall be strictly within the maximum limits prescribed by SEBI / IAASB from time to time, wherever applicable.

Current Fee Limits (for Individual & HUF Clients):

- Fixed Fee Mode: Maximum ₹1,51,000 per annum per family
- Assets Under Advice (AUA) Mode: Maximum of AUA per annum per family

7. Advance Fees and Refund Policy

The IA may charge fees in advance if mutually agreed, subject to the maximum period permitted by SEBI (currently one year). In the event of early termination of services by either party, the client shall be entitled to a proportionate refund for the unexpired period, and the IA may retain a breakage fee not exceeding one-fourth of the total fee.

8. Mode of Fee Payment

Fees shall be paid only through authorized banking channels, including cheque, NEFT/RTGS, UPI, or other digital modes. Cash payments are strictly prohibited. Optionally, the client may pay fees through the Centralized Fee Collection Mechanism (CeFCoM) operated by BSE Limited, the recognized IAASB.

9. Disclosure of Financial Information

For providing suitable and personalized investment advice, the client agrees to truthfully disclose financial information, including income, assets, investments, liabilities, risk preferences, and any material changes therein. The IA shall rely on such information for advisory services.

10. Risk Profiling and Suitability

The IA shall conduct the client's risk profiling and suitability assessment before rendering advice and review the same periodically. All advice shall be aligned with the client's assessed risk profile, which shall be communicated to the client in a transparent manner.

11. Conflict of Interest and Distribution Restriction

To manage conflicts of interest:

- The IA and its group entities or family members shall not provide distribution or commission-based services to the client.
- Wherever possible, the IA shall recommend direct / non-commission-based plans.
- Any potential conflict of interest shall be promptly disclosed to the client.

12. Grievance Redressal Mechanism

For grievance resolution, the following escalation process shall apply:

Step 1: The client shall first approach the IA using the contact details provided in the Grievance Redressal / Escalation Matrix.

Step 2: If dissatisfied with the response, the client may lodge a complaint through SEBI's SCORES platform at www.scores.sebi.gov.in

Acknowledgement

The client confirms having read, understood, and agreed to the above Most Important Terms and Conditions, which shall be binding and form an integral part of the Investment Advisory Agreement.