

INVESTOR CHARTER IN RESPECT OF CO-INVESTMENT PORTFOLIO MANAGEMENT SERVICES

A. Vision and Mission Statements for investors

Vision:

To implement diligently researched customised Co - Investment Portfolio Management strategies which help investors meet their long-term financial goals in a risk appropriate manner.

Mission:

To ensure that the Co-Investment Portfolio Management Services (“**CPMS**”) industry provides a viable investment avenue for wealth creation by adopting high levels of skill, integrity, transparency and accountability.

B. Details of business transacted by the organization with respect to the investors

- a) Appropriate risk profiling of investors
- b) To provide Disclosure Document to investors
- c) Executing the CPMS agreement
- d) Making investment decisions taken at the discretion of the investor (non-discretionary).

C. Details of services provided to investors and estimated timelines: -

I. Non-Discretionary Co-Investment Portfolio Management Services: -

Amicus India Capital Partners LLP (“**AICP**”) is a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 and has its registered office at Bengaluru. Set-up in 2014, AICP is an investment manager of early growth capital funds. AICP currently manages four Category II Alternative Investment Funds registered with SEBI:

- (a) Amicus Capital Private Equity I LLP;
- (b) Amicus Capital Partners India Fund I;
- (c) Amicus Capital Partners India Fund II; and
- (d) Amicus Capital Private Equity II LLP, collectively referred to as “**Amicus Funds**”.

AICP is registered as a Co-Investment Portfolio Manager (hereinafter referred to as “**CPMS provider**”) under the Securities and Exchange Board of India (Portfolio Managers) Regulations, 2020 (“**SEBI PM Regulations**”). The CPMS provider intends to provide investment opportunities to contributors of Amicus Funds (of whom it acts as an investment manager) to co-invest along with Amicus Funds managed by it, i.e. to facilitate investment in Securities of Portfolio Companies alongside the Amicus Funds, as per the applicable law(s), the Disclosure Document, and other relevant documents, along with administering and managing such portfolios in accordance with applicable law(s). There is no minimum investment amount requirement (per Client) in cases of CPMS.

II. Client On-boarding

- a. Ensuring compliance with KYC and AML guidelines.
- b. Franking & signing the Power of Attorney in favour of AICP to enable AICP to carry out obligations pursuant to the CPMS agreement.

III. Ongoing activities

To provide periodic statements to investors as provided under the SEBI PM Regulations, other SEBI notifications and circulars (“PM Regulations”) and such reports as stated in the CPMS agreement.

IV. Fees and Expenses

Charging and disclosure of appropriate fees & expenses in accordance with the SEBI PM Regulations and the CPMS agreement.

V. Closure and Termination

The CPMS agreement cannot be terminated until the disposal of all co-investments held by the Client as a part of its Portfolio.

VI. Grievance Redressal

Addressing in a time bound manner investor’s queries, service requests and grievances, if any, on an ongoing basis.

Timelines of the services provided to investors are as follows:

Sr. No	Service / Activity	Timeline
1.	Whether portfolio manager is registered with SEBI, then SEBI registration number	At the time of client signing the CPMS agreement; further, this information will be a part of the Disclosure Document.
2.	Intimation to client about the powers that can be exercised by portfolio manager.	At the time of client signing the CPMS agreement; further, this information will be part of the agreement.
3.	Copy of executed CPMS agreement sent to client.	Within 3 days of client request.
4.	Frequency of disclosures of available eligible funds.	All details regarding client portfolios will be shared quarterly.
5.	Issuance of funds and securities balance statements held by client.	This data will be shared on a quarterly basis or upon client request.
6.	Conditions of termination of contract.	At the time of client signing the CPMS agreement; further, this information will be part of the agreement.
7.	Intimation regarding CPMS fees and modes of payment or frequency of deduction.	At the time of client signing the CPMS agreement; further, this information will be part of the agreement.
8.	POA taken copy providing to client.	Within 3 days of client request.

9.	Intimation to client about what all transactions can portfolio manager do use POA.	At the time of client signing the CPMS agreement; further, this information will be part of the agreement.
10.	Frequency of providing audited reports to clients	As stated for in the CPMS agreement.
11.	Explanation of risks involved in investment.	At the time of client signing the CPMS agreement; further, this information will be part of the Disclosure Document and the agreement.
12.	Intimation of tenure of investments.	At the time of client signing the CPMS agreement; further, this information will be part of the agreement.
13.	Frequency of reports/statement/documents to be provided to the Client.	Not later than on a quarterly basis or upon clients' request.
14.	Intimation regarding conflict of interest in any transaction.	The portfolio manager will provide details of conflict of interest, if any, in the Disclosure Document.
15.	Timeline For Providing Disclosure Document to investor.	The latest Disclosure Document will be provided to investors prior to execution of the CPMS agreement.
16.	Redressal of investor grievances.	Within 30 days, subject to all the information required to redress the complaint is provided by the complainant to the CPMS provider.

Notes: The number of days in the above timelines indicate clear working days.

D. Details of grievance redressal mechanism and how to access it

a. It is mandatory for every CPMS provider to register itself on SEBI SCORES (SEBI Complaint Redress System). SCORES is a centralised online complaint resolution system through which the complainant can take up his grievance against the CPMS provider and subsequently view its status. (<https://scores.sebi.gov.in/>)

b. The details such as the name, address and telephone number of the investor relations officer of the CPMS provider who attends to the investor queries and complaint should be provided in the CPMS Disclosure Document and the same has been disclosed. The details are:

Name : Abhijeeth Naik

Add : Rocklines House, 3rd Floor, 9/1 Museum Road, Bengaluru 560001

E-mail : ir@amicuscapital.in; abhijeeth@amicuscapital.in

Tel Number: +91 80 4631 6608

c. The grievance redressal and dispute mechanism has been mentioned in the Disclosure Document.

d. Investors can approach SEBI for redressal of their complaints. On receipt of complaints, SEBI takes up the matter with the concerned CPMS provider and follows up with them.

e. Investors may send their complaints to:

Office of Investor Assistance and Education,
Securities and Exchange Board of India, SEBI Bhavan.
Plot No. C4-A, 'G' Block, Bandra-Kurla Complex,
Bandra (E), Mumbai - 400 051.

E. Expectations from the investors (Responsibilities of investors)

1. Check registration status of the intermediary from SEBI website before availing services.
2. Submission of KYC documents and application form in a timely manner with signatures in appropriate places and with requisite supporting documents.
3. Read carefully the terms and conditions of the agreement before signing the same.
4. Thorough study of the Disclosure Documents of the CPMS provider to accurately understand the risks entailed by the said investment in CPMS.
5. Accurate and sincere answers given to the questions asked in the 'Risk Questionnaire' shall help the CPMS provider properly assess the risk profile of the investor.
6. Thorough study of the quarterly statements sent by the CPMS provider to the investor intimating him about the portfolio's absolute and relative performance, its constituents and its risk profile.
7. To update the CPMS provider in case of any change in the KYC documents and personal details and to provide the updated KYC along with the required proof.