

Termination and Cancellation Policy

1. Introduction:

Abakkus Asset Manager Private Limited (formerly known as Abakkus Asset Manager LLP) (“**Abakkus**”, “**Our**”, “**Us**”, “**We**”) provides investment advisory services as a registered non-individual investment adviser pursuant to the SEBI (Investment Advisers) Regulations, 2013, read with the Master Circular for Investment Advisers (collectively, the “**Regulations**”), bearing SEBI Registration No. **INA000015729**, and enlisted with BSE (Enlistment ID: **1093**); operating through Abakkus Investment Advisors division under the brand name Abakkus Smart.

2. Applicability and Scope

This Termination and Cancellation Policy (“**Policy**”) is applicable to all subscriptions made with Abakkus for providing investment advisory services to the clients of Abakkus Investment Advisors.

3. Termination

a. Termination by Client

- The client may unsubscribe services and terminate the Client Agreement entered into between Abakkus and the client with respect to provision of investment advisory services (“**Client Agreement**”) at any time.
- Cancellation requests by client must be submitted via email to **ria@abakkusinvest.com**.
- The termination of engagement between Abakkus and the relevant client will be effective upon the expiration of the notice period (if any) or as mutually agreed upon by Abakkus and such client.
- In addition to the foregoing, the client shall have the right to terminate the services under the Client Agreement with Abakkus in accordance with the terms of the Client Agreement.

b. Termination by Abakkus

- Abakkus shall have the right to terminate the Client Agreement on a voluntary basis without citing any reason after sending a 30 (thirty) days advance written notice to the client.
- Abakkus may terminate the engagement with client immediately if the client breaches any terms, acts in a manner that is illegal, or fails to pay fees after providing a written notice to the client giving details about the breach and providing the client a period of 30 (thirty) days from receipt of such notice to remedy the breach (if remediable).
- If Abakkus’ license with respect to investment advisory is suspended or cancelled by SEBI, the Client Agreement will be terminated automatically, and fees will be refunded on a pro-rata basis.

c. Mutual right of Termination

- In case of any breach of the terms under the Client Agreement by either Abakkus or the client, if the defaulting party does not remedy the breach within 30 (thirty) days from receipt of a written notice regarding the same, the other party may forthwith terminate the Client Agreement upon written notice of termination to the defaulting party.

4. Post-Termination actions

- Upon termination, the final settlement of accounts of the client shall be carried out not later than 2 (two) months from the receipt of written instructions from the client.
- All fees due and payable to Abakkus for services rendered up to the effective date of termination shall be paid to Abakkus within a reasonable time which shall not be later than 30 (thirty) days of such termination.
- All rights and liabilities accrued between the parties before the termination shall continue to be binding after such termination until all such claims are fully settled.
- Upon termination of the Client Agreement, Abakkus shall have no role or obligations whatsoever in respect of any arrangement between the client and any third party product or service providers.
- Abakkus may retain a maximum breakage fee of not greater than one quarter fee in accordance with the Client Agreement and the Regulations.

5. No Conflict

In the event of any inconsistency, conflict or discrepancy between the terms of this Policy and the terms of the Client Agreement, the terms of the Client Agreement shall prevail over the terms of this Policy to the extent of such inconsistency, conflict or discrepancy.

6. Amendments to the Policy

This Policy is subject to change at the discretion of Abakkus. Any amendments or updates to this Policy will be communicated through appropriate channels.