

SERVICE AGREEMENT

(Investment Advisory Agreement)

This Agreement is made on this.....day of , 2020 between a Firm/Company as ("Investment Advisor") having its office at,**(SEBI REGISTRATION NO.)** of the first part and Mr./Ms/Mrs.....S/o,....., an Indian citizen residing at.....and having his/her permanent residence at/.. (Hereinafter referred as "Trader/ Client ") of the second part.

"I / We 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 fee.

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'"

Signature of Client

WITNESSETH THAT:

WHEREAS, the Investment Advisor is registered as an investment adviser under **SECURITIES AND EXCHANGE BOARD OF INDIA (INVESTMENT ADVISERS) REGULATIONS, 2013** and involved in the advisory services and as of present and foreseeable future specifically in the advisory services in India.

WHEREAS, In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Investment Advisor to provide the required 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.

WHEREAS, Investment advisor declares that: -

- Investment Advisor shall neither render any investment advice nor charge any fee until the client has signed this agreement.
- Investment Advisor shall not manage funds and securities on behalf of the client and that 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 Advisor.
- Investment Advisor shall not, hold out any investment advice implying any assured returns or minimum returns or target return or percentage accuracy or service provision till achievement of target returns or any other nomenclature that gives the impression to the client that the investment advice is riskfree

and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

WHEREAS, functions, obligations, duties and responsibilities of the Investment Adviser towards clients are specified as under:

(a) Investment advisor is duty bound to follow Terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.

(b) Investment advisor is duty bound to follow Compliance with the eligibility criteria as specified under the Investment Adviser Regulations at all times.

(c) Risk assessment procedure of client including their risk capacity and risk aversion will be provided to the client via email.

(d) Reports to clients on potential and current investments will be provided via email.

(e) Investment advisor is duty bound for Maintenance of records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

(f) Client will cooperate in audit of the investment advisor; Investment adviser shall conduct yearly audit in respect of compliance with these regulations from a member of Institute of

Chartered Accountants of India or Institute of Company Secretaries of India

(g) Investment advisor undertakes to abide by the Code of Conduct as specified in the Third Schedule of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013

WHEREAS, Investment Adviser shall not incur any liability by reason of any loss, which a client may suffer by reason of any depletion in the value of the assets under advice, which may result by reason of fluctuation in asset value, or by reason of non-performance or underperformance of the securities/funds or any other market conditions

WHEREAS, the parties hereto desire to enter into this Agreement to define and set forth the terms and conditions of the services of the Trader through the Investment Advisor;

NOW, THEREFORE, in consideration of the mutual covenants and agreement set forth below, it is hereby covenanted and agreed by the Investment Advisor and the Trader as follows:

1. That the under mentioned are the details of the services for which this agreement is made with the mutual acceptance of both the parties.

| | |
|--|--|
| Service Subscription | |
| Validity of advisory services/ Duration | |
| Current Risk Appetite | |
| Mobile No. | |
| Fees charged to the client. | |
| Fees specified under Investment Adviser Regulations and relevant circulars issued thereunder | |
| Scope of services | |
| Validity of advisory services | |

2. That the Trader shall provide his/her KYC documents to the Investment Advisor.
3. That the Trader understands the scheme of Risk Profiling planned by the Investment adviser and dully accept the same.
4. That the Trader shall maintain a separate trading ledger for the tips/call provided by the Investment Advisor, In case the trader trades as per his/her own wish or desire, investment advisor will not be liable for the losses incurred through the trading.
5. That the Investment Advisor shall not be held liable for the losses incurred if any, from the tips/calls recommended and assisted by

the investment advisor since investment in stock or commodity markets is subject to market risk, there is no surety of return or accuracy of any kind is guaranteed.

6. That the Investment Advisor **never guarantee or assures profit services**, if in the case of any of the aforementioned guarantee is given by the representative of the investment advisor, it shall be duty of the trader to inform the investment advisor about the same immediately on +9199999999999999, or mail to **support@.com** failing which investment advisor will not be liable for any losses incurred.
7. That in the event of Death or Disability of investment adviser undermentioned person will be responsible for ensuring protection of interest of the clients and redressal of clients' claims, including but not limited to
 - (a) giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor
 - (b) settlement of account with the client (fees payable and/or fees refundable),
 - (c) completion of transition of any outstanding business to another duly registered investment adviser,
 - (d) redressal of any outstanding or new disputes / claims of clients.

Name:

Address:

Pan NO.

8. That the trader is agreed with the condition that the service for which this agreement is executed **does not** covers any **REFUND**

POLICY, therefore in the case where trader suffers losses in the stock market, investment advisor will not be liable for the refund demanded by the trader.

9. That, Investment Adviser shall be responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
10. That in the compliance to the Goods & Services Tax (GST), it is the duty of the trader to provide his/her GSTIN Number to the investment advisor.
11. That, Investment Adviser declares that it shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.
12. That the both the parties are bound to follow the rules and regulations provided in the Anti Money Laundering Act 2002, failing which this Agreement shall be declared null and void without any refund to the trader.
13. That disclaimer and disclosure of the services which will be provided by the investment advisor and Terms of fees and billing, the quantum and manner of payment of fees for investment advice rendered and Fee modalities and periodicity, are attached with this agreement and marked as **ANNEXURE-A**.
14. That investment advisor agreed and bound by the provisions of law:-

(1) An individual investment adviser shall not provide distribution services.

(2) The family of an individual investment adviser shall not provide distribution services to the client advised by the individual investment adviser and no individual investment adviser shall provide advice to a client who is receiving distribution services from other family members.

(3) A non-individual investment adviser shall have client level segregation at group level for investment advisory and distribution services.

(4) Investment adviser shall maintain an arm's length relationship between its activities as investment adviser and distributor by providing advisory services through a separately identifiable department or division.

(5) Compliance and monitoring process for client segregation at group or family level shall be in accordance with the guidelines specified by the Board.”

15. **Amendments** – The agreement may be amended by mutual written consent of the parties.

16. **Termination** – This Agreement may be terminated under the following circumstances, namely-

(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 other regulatory body/ Government authority.

In case of a voluntary termination of the agreement, the client would be required to give a 30 days prior written notice while the Investment Adviser would be required to give a 30 days prior written notice.

In case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.

Implications of Amendments and termination: The implications of Amendment,

Investment Adviser to clearly declares that it is carrying on its activities independently, at an arms-length basis with its related parties.

Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI circulars.

17. **Severability**

That, 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

18. **Force Majeure.**

That, 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. In the event of equipment breakdowns beyond its control, the Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

18 That In the event of any dispute or this Agreement over the interpretation of any of the terms hereinabove contained or any claim of liability of any part the same shall be referred for decision of third party arbitrator appointed by investment advisor who will be the **retired judge or a prominent personality whose jurisdiction will be based in Indore** for arbitration either by him or his nominee. The decision of the said arbitration shall be conclusive and, binding on all the partners.

IN WITNESS WHEREOF, I, acknowledge that I am well conversant with the terms and conditions of the agreement. The Agreement has been read over and explained to me in Hindi and I have understood the contents thereof.

I have read, understood and accept this offer and the terms and conditions, and agree to be bound by the terms and conditions of Agreement as outlined therein.

यह कि, यह अनुबंध हमें हिंदी पढ़ कर समझाया व सुनाया गया है ।

अतः यह हम दोनों पक्ष यह अनुबंध-लेख हमारे हित में राजीखुशी से, सोच-समझकर, स्वस्थचित्तावस्था, में पूर्ण होश-हवास, बगैर किसी दबाव के निम्नलिखित गवाहों के समक्ष आज दिनांक को निष्पादित कर दिया है, ताकि प्रमाण रहे व वक्त जरूरत काम आवे ।

Signature:

Trader's Name:

Signature:

Representative of the Firm: Mr. /Ms.

WITNESSES:-

1.

2.

