# INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement is made on DD/MM/YYYY between Sanjay Sharma proprietor Finetech Research & Investment Advisor SEBI registered Investment Adviser having registered number INA000008756 and having its office at

Plot No.107, Lasudia Mori ,Indore - 452010 hereinafter called the **Investment Adviser**

# AND

Client Name: Mr/Mrs/Miss \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a **Client**.

That the expression of the term, Investment Adviser and Client shall mean and include their legal heirs, successors, assigns and representatives, etc.

WHEREAS Investment Adviser is been authorized by SEBI to provide investment advice in terms of SEBI (Investment Advisers) Regulations, 2013.

AND WHEREAS client wishes to invest in the securities market in accordance with the advice of the Investment Adviser.

NOW, THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties hereby agree as follows:

1. **Appointment of the Investment Adviser**: In accordance with the applicable laws, client hereby appoints, entirely at his / her / its risk, the Investment Adviser to provide the required services (*advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written communication or through SMS for the benefit of the client and shall include financial planning*)in accordance with the terms and conditions of the

agreement as mandated under Regulation19(1)(d) of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

1. **Consent:** The Client hereby provides consent to the following that he/she had 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 and based on my 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’.

1. **Declaration from Investment Adviser:** The Investment Adviser hereby declares that it
	* Shall neither render any investment advice nor charge any fee until the client has signed this agreement.
	* 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 Adviser.
	* shall not, in the course of performing its services to the client, 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 risk-free and/or not susceptible to market risks and or that it can generate returns with any level of assurance.
2. **Fees specified under Investment Adviser Regulations and relevant circulars issued there under:** As per the Regulation 15A of the SEBI Investment Adviser Regulations and Circular SEBI/HO/IMD/DF1/CIR/P/2020/182 on

Guidelines for Investment Advisers dated September 23, 2020, an Investment Adviser can charge fees from the clients in either of the two modes:

a) Assets Under Advice (AUA) mode or b) Fixed Fee Mode. The maximum fee that Investment Adviser can charge is 2.5% of AUA or Rs.1,25,000 per annum.

Client agrees to pay all the Investment Adviser’s reasonable attorneys’ fees and collection costs if the Investment Adviser has uncollected accounts- receivable from Client for more than a month. The Client acknowledges that the Investment Adviser will immediately stop providing investment advisory services in the event that the Investment Adviser has uncollected accounts receivable from Client for more than a month. Further the client shall refer the Fees Schedule in Annexure II.

1. **Scope of Services:** Investment Adviser provides the services as mentioned in Annexure I. Further based on your Risk Capacity and considering your Age, Income, Investment Goal, Disposable income and other factors, Investment Adviser has advised and client has also agreed to take {service} service for a

duration of {term }. Further, the Investment Adviser shall act in a fiduciary capacity towards its clients at all times.

The Client and the Investment Adviser each have duties and obligations under this Agreement. By signing this Agreement, the Client and the Investment Adviser agree to perform the following:

# The Investment Adviser agrees to deliver the following investment advice process:

1. **DEFINE** how the Investment Adviser will work together with Client
2. **LEARN** about Client and Client’s goals
3. **ANSWER** Client’s questions
4. **ANALYZE** individual stocks for possible acquisitions for Client’s portfolio
5. **CONSTRUCT** an investment advice on individual stocks that the Investment Adviser believes to generate favourable risk-adjusted investment returns for Client
6. **MEASURE, MANAGE, and REPORT** to Client the progress of the investment advice provided
7. **UPDATE** Client’s strategy to accommodate changes

# Client agrees to:

1. Provide all documents and information requested.
2. Provide the Investment Adviser with written authorization whenever Client wishes the Investment Adviser to disclose Client’s confidential information to third parties.
3. Inform the Investment Adviser promptly of changes in Client's personal financial situation.
4. **Definitions:** In this Agreement (including the above Recitals) and in the Annexure hereto, unless the context otherwise requires, the following expressions shall have the respective meanings set out against them:
5. **Act** means SEBI Act, 1992.
6. **Capital** means an amount maintained by client in his Trading Account.
7. **Client** means any person who has subscribed to the Investment Adviser’s products or services or who has entered into this Agreement.
8. **Derivative** means as defined under section 2 of the Securities Contract Regulation Act, 1956 and includes interalia the following:
	1. A security derived from a debt instrument, share, loan whether secured or unsecured, risk instrument or contract for differences or any other form of security;
	2. A contract which derives its value from the prices, or index or prices, of underlying securities
9. **Effective Date** means the date of execution of this Agreement.
10. **Financial Risk** is a type of danger that can result in the loss of capital.
11. **Futures** are derivative financial contracts that obligate the parties to transact an asset at a predetermined future date and price.
12. **Investment Adviser** means Sanjay Sharma proprietor Finetech Research & Investment Advisor INA00008756.
13. **Options**: The contractual right, but not obligation, to buy (call option) or sell (put option) a specified amount of underlying security at a fixed price (strike price) before or at a designated future date (expiration date). The option writer is the party that sells the option. As per the

Securities Contract Regulation Act (SCRA), “option in securities” means a contract for the purchase or sale of a right to buy or sell, or a right to buy and sell, securities in future, and includes a teji, a mandi, a teji mandi, a galli, a put, a call or a put and call in securities.

1. **Price Target** is the projected future price level of an asset as stated by

an investment adviser. The price target is based on assumptions about the asset's future supply and demand, technical levels, and fundamentals.

1. **Quarter** means a period of 3 successive calendar months ending on the

last date of the month of March or June or September or December of the respective calendar year.

1. **Regulations** mean SEBI (Investment Advisers) Regulations, 2013.
2. **SEBI** means Securities and Exchange Board of India.
3. **Securities** means Securities as defined under Section 2 of Securities Contracts and Regulation Act, 1956.
4. **Services** mean the investment advisory services provided by the Investment Adviser, more particularly set out in the Annexure I.
5. **Stock** is a general term used to describe the ownership certificates of any company.
6. **Stop loss** means an advance order to sell an asset when it reaches a particular price point. It is used to limit loss or gain in a trade.
7. **Trailing stop loss** is a type of stop-loss order that combines elements of both risk management and trade management. Trailing stops are also known as profit protecting stops because they help lock in profit on a

trade while also capping the amount that will be lost if the trade doesn't work out.

1. **Website** shall mean [www.finetechresearch.com](http://www.finetechresearch.com/) and such other internet

sites maintained/launched/designated by Investment Adviser.

1. **Role, Functions and Responsibilities of the Investment Adviser:**Functions, obligations, duties and responsibilities of the Investment Adviser (including principal officer and all persons associated with the investment advice), as envisaged in the Regulations with specific provisions covering, inter alia:terms of compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars

and notifications, including but not limited to Risk assessment procedure of client including their risk capacity and risk aversion; maintenance of records as per Regulation 19;Provisions regarding audit as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

Investment Adviser undertake 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 as mentioned in Annexure V.

Investment Adviser also undertakes to keep the SEBI registration valid throughout the term of the Agreement and shall maintain the Net worth and shall also ensure that Investment Adviser, principal officer, persons associated with the investment advice are qualified and certified all times as per the Regulations.

Further, Client has hired Investment Adviserto act as his or her investment adviser to perform the services described in this Agreement. Specifically, client grants Investment Adviserfull power to direct the investment and reinvestment of the assets in the account, the proceeds and any additions. Investment Adviser’s authority over client’s investments includes discretionary authority to advice the client regarding purchase, sell or hold

securities for client’s account in accordance with client’s objectives as client has communicated them to Investment Adviser. Investment Adviser will have no authority to execute any trade or withdraw or transfer assets from client’s account.

Investment Adviser will generally be available to discuss client’s account during normal business hours. Investment Adviser will attempt to review with client at least annually to discuss client’s investment needs, goals and objectives.

No services other than those discussed in this Agreement, are implied or guaranteed, except as individually negotiated and confirmed in writing.

Investment Adviser is responsible only for the assets (financial assets) over which client has provided Investment Adviser discretionary authority and not for the diversification or prudent investment of any other assets of Client.

Investment Adviseris acting as a fiduciary regarding its investment advisory services for Client and must put Client’s interests above its own in managing Client’s account. Investment Adviser agrees to provide these services to Client in a manner consistent with its fiduciary duty to Client and the provisions of all applicable laws, including the SEBI Investment Advisers Regulations, 2013. (the “Regulations”). Before signing this agreement and periodically during the parties’ advisory relationship, Investment Adviser will provide Client written disclosures of any conflicts of interest that might reasonably compromise Investment Adviser’s impartiality or independence.

Investment Adviser represents and warrants that Investment Adviser (including its Investment Adviser Representatives) does not receive any compensation or other remuneration that is contingent on any client’s purchase or sale of a financial product. Investment Adviser does not receive a fee or other compensation from another party based on the referral of a client or client’s business. Investment Advisermay refrain from rendering any

advice or services concerning Securities of companies in which Investment Advisermay have substantial economic interest or other conflict, unless Investment Adviser discloses such conflict to Client before providing such advice or services with respect to Client’s account.

1. **Client’s Responsibilities:** Client agrees to deliver to Investment Adviser a written statement of his or her investment objectives, policies and restrictions, as Investment Adviser may reasonably require. Client also agrees to provide

all corporate resolutions or similar documentation necessary to establish the undersigned’s authority to execute and deliver this Agreement. Client agrees to promptly deliver all amendments or supplements to these documents and agrees that Investment Adviser will not be liable for any losses, costs, damages or claims arising out of Client’s failure to provide Investment Adviser with any of these required documents, Client acknowledges that Investment Adviser’s services to Client will depend upon the information that Investment Adviser has concerning Client’s net worth, income, investment goals and objectives, ability to assume risk, income needs, tax situation and estate plan, and other similar information. Therefore, Investment Adviser cannot adequately perform those services unless Client provides Investment Adviser with this information, updates it when it changes and otherwise diligently performs his or her responsibilities under this Agreement. Among other things, Client represents that the information set forth in the Risk profiling form is an accurate representation of his or her financial position and the investment needs for the account. Client will promptly inform Investment Adviser of any significant changes in that information. Client will also provide Investment Adviser with any other information or documentation that Investment Adviser may request in connection with this Agreement or related to Client’s investment profile. Client is responsible for the accuracy and completeness of all information provided to Investment Adviser and agrees that Investment Adviser is not responsible for any losses,

costs, damages or claims caused by Client’s failure to provide such information to Investment Adviser.

Client also agrees to provide its PAN No. along with its ID proof as in when required by the Investment Adviser for completing the KYC of client. Client also acknowledges that Investment Adviser may also fetch his KYC details from the KRA Portal(s) and in case of mismatch of any details Investment Adviser may ask for a fresh KYC from client. Client shall provide correct and accurate details to the Investment Adviser when Investment Adviser is carrying out his Risk Profiling, so that Investment Adviser may provide suitable investment advice to the client.

Client also agrees to give Investment Adviser prompt written notice of any modifications, changes or investment restrictions applicable to the account and to notify Investment Adviser if Client deems any investments recommended or made for the account to be in violation of such investment objectives or restrictions. Unless Client promptly notifies Investment Adviser in writing of specific investment restrictions on the account, investments in line with Client’s stated investment objectives that Investment Adviser recommends or makes on behalf of Client shall be deemed to be in conformity with Client’s investment objectives.

Client acknowledges that tax considerations are not generally a factor in providing investment advice, and that it is Client’s responsibility to notify Investment Adviser if such considerations are relevant to Client’s overall financial circumstances.

If Client wants to make a particular investment that Investment Adviser did not recommend using funds in the Advisor-managed account, Client must withdraw the funds needed before making the investment to eliminate any question of responsibility for the performance of this investment. If Client makes trades in an account that Investment Adviser has not agreed to make

trades in, Investment Adviser may immediately discontinue services and cancel this Agreement. Further the Investment Adviser shall not be responsible, if the client makes the trade in excess of the lot size, quantity or other limit specified by the Investment Adviser. If during the term of this Agreement, Client asks Investment Adviser to advice on certain specific individual securities at the direction of Client, Client acknowledges that Investment Adviser shall do so as an accommodation only and that Client shall maintain exclusive ongoing responsibility for monitoring these individual securities and their disposition. Client acknowledges and agrees that Investment Adviser is in no way responsible for the performance of securities that Client purchases on Client’s own, regardless of whether they are reflected on any quarterly account reports prepared by Investment Adviser.

Client agrees that Investment Adviser is entitled to rely upon the accuracy of information furnished by Client or on Client’s behalf, without further investigation. Investment Adviser is not required to verify any information obtained from Client or Client’s other professional advisors, such as accountants or attorneys.

# Investment Objectives and Guidelines:

1. Investment Adviser shall provide investment advice of securities
2. Financial Plan
3. Client expressly understands and agrees that Investment Adviser is not qualified to, and does not purport to provide, any legal, accounting, estate, actuary, or tax advice or to prepare any legal, accounting or tax documents. Nothing in this Agreement shall be construed as providing for such services. Client will rely on his or her tax attorney or accountant for tax advice or tax preparation. Even if Investment Adviser’s reports to Client may be used to assist Client in preparing tax returns, the reports do not represent the advice or approval of tax professionals. But Client may request Investment Adviser to provide assistance in the coordination of

estate and tax planning with Client’s designated estate and tax advisors. Client agrees to review the brokerage statements, transaction confirmations and tax reporting forms provided by the Custodian for tax- related information. Client acknowledges that any sales, exchanges or dispositions of securities may have federal and/or state income tax consequences for Client and may result in Client having to pay additional taxes.

1. **Risk Factors:** Based on risk involved in Stock Market, financial profile and investment experience, clients can be categorized into following categories: -
	* (High Risk) - As an aggressive investor you are ready to take higher risk expecting greater returns. This is a result of your urge to get more income and capital growth. You are well place to recover from unforeseen market downturns either because you have time on your side or access to capital returns.
	* (Medium Risk) – As a moderate investor your portfolio should have a bias towards capital growth and a little need of income. You are prepared to accept higher degree of volatility and risk. Your primary concern is to accumulate assets over the medium to long term.
	* (Low Risk) - As a conservative investor your investment portfolio is directly focused on capital growth as well as protecting the wealth already accumulated by you. Your portfolio should be yielding capital for maintaining assets. Calculated risk is accepted to yield better returns.

# Types of risks and services covered under them

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr.****No.** | **High Risk Services** | **Medium Risk Services** | **Low Risk Services** |  |
| 1. | **Equity Premium & Signature****Services** | **Equity Cash** |  |
| 2. | **Future & Options****Services** |  |
| 3. | **Commodity****Services** |  |  |

1. **Minimum Investment Amount**: The client shall all time maintain in its trading Account a minimum balance of Rs. 100000 (Rupees One Laths). In case client changes its investment amount, he/she shall promptly inform the Investment Adviser.
2. **Means of communication**: The Investment Adviser will render investment advice by the way of SMS only. Client shall only accept such advice which is provided to him/her by SMS. Investment Adviser shall not be liable if the client accepts the advice which is provided to him by any other means.

Further client shall acknowledge any communication via mail through finetechresearch.com domain name only. Investment Adviser will not be liable for any email which is been received by client from any other domain name.

1. **Validity of Advisory Services:** This Advisory Services shall remain in force as long as mutually agreed to by Client and by the Investment Adviser. Further, if the client wishes to renew his/her existing services, then he/she may intimate Investment Adviser in writing and shall pay the renewal fees before the expiry of the current service duration.
2. **Amendments:** This agreement may be amended by mutual written consent of the parties and shall have same impact as of this Agreement.
3. **Termination:** This Agreement may be terminated under the following circumstances, namely-
4. Voluntary / mandatory termination by the Investment Adviser.
5. Voluntary / mandatory termination by the client.
6. Suspension/Cancellation of registration of Investment Adviser by SEBI.
7. Any other action taken by other regulatory body/ Government authority.

In case of a voluntary termination of the agreement, the client as well as 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 Investment Adviser, the client may be provided with the option to terminate the agreement.

Upon receipt of a notice of termination from the Client, the Investment Adviser shall immediately cease providing investment advice. Thereafter, the Investment Adviser shall have no responsibility with respect to the existing investments of the client. If the termination occurs prior to the end of a month/quarter, fees will be prorated in an amount equal to the portion of the fee attributable to the provided services. Upon termination of the Agreement by the Client, the Client shall be responsible for paying the Investment Adviser the final monthly/ quarterly fees. Further, in the event of pre-mature termination of the Investment Advisory services in terms of agreement, the client shall be refunded the fees for unexpired period. However, Investment Adviser may retain a maximum breakage fee of not greater than one quarter fee.

1. **Relationship with related parties:** Investment Adviser is not affiliated with any other intermediary. Investment Adviser does not recommend any stock broker or other intermediary to a client. We do not receive any consideration

by way of remuneration or compensation or in any other form whatsoever from stock broker or other intermediary. Further, to avoid any conflict of interest, neither Investment Adviser nor any of its person associated with the investment advice trade in the products under services. Investment Adviser also do not have any association in any manner with any issuer of products/ securities, this ensures that there are no actual or potential conflicts of interest. This also ensures that objectivity or independence in the carrying on of investment advisory services is not compromised.

1. **Investment Adviser engaged in other activities**: Investment Adviser maintains an arms-length relationship between its activities as an investment adviser and other activities and to covenant that this arm’s length relationship shall be maintained throughout the tenure of advisory service.

The Investment Adviser shall not provide any distribution services, for securities and investment products, either directly or through their group to an advisory client and shall not provide investment advisory services, for securities and investment products, either directly or through their group to the distribution client.

1. **Representation to the Client:** The investment adviser shall take all consents and permissions from the client prior to undertaking any actions in relation to the securities or investment product advised by the investment adviser.
2. **Power of Attorney**: The Investment Adviser shall not seek any power of attorney or authorizations from its clients for implementation of investment advice.
3. **Conflict of Interest:** Investment Adviser shall act in a fiduciary capacity towards the client and disclose all conflicts of interest as and when they arise and not derive any direct or indirect benefit out of the client’s

securities/investment products. Investment adviser shall also disclose to the client any actual or potential conflicts of interest arising from any connection

to or association with any issuer of products/ securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services.

1. **Custody of Assets and Brokerage of transactions:** Investment Adviser shall not be liable to Client for any act, conduct or omission by the Custodian in its capacity as broker or custodian. Investment Adviser shall not be responsible

for ensuring Custodian’s compliance with the terms of the brokerage account or payment of brokerage or Custodian charges and fees. Client shall be responsible for brokerage expenses that are billed directly by the Custodian.

The assets in the account remain in Client’s possession at all times and in the custody of the Custodian. At no time will Investment Adviser accept, maintain possession or have custodial responsibility for Client’s funds or securities. Client funds and securities will be delivered between Client and the Custodian only.

If in case any person asks for access of the client’s account, client shall not provide any access to that person and shall promptly inform the Investment Adviser by writing a mail at service@finetechresearch.com

1. **Non-Exclusivity**: Client acknowledges that Investment Adviser shall be free to render investment advice to others and Investment Adviser does not make its investment management services available exclusively to Client. Client also understands that Investment Adviser provides investment advisory services to multiple clients with different economic needs and agrees that

Investment Adviser may give advice and take action with respect to any of its other clients, which may differ from the advice given or the timing or action taken regarding Client’s account. Nothing in this Agreement shall impose on Investment Adviser any obligation to Client to purchase, sell or recommend for purchase or sale any security that Investment Adviser, its principals, affiliates, officers, members or employees may purchase or sell for their own

accounts or for the account of any other client if in the sole and absolute discretion and reasonable opinion of Investment Adviser it is not for any reason practical or desirable to acquire a position in such security for Client’s account. Client understands that conflicts of interest could exist between Client’s account and other clients including with respect to the allocation of investment opportunities, time, and resources between Client and other clients. Investment Adviser may determine in its sole discretion to allocate certain investment opportunities to its other clients and not Client and vice versa. Although Investment Adviser will use its best efforts to advice it’s all clients consistently, factors including date of account opening, account additions, withdrawals, and different investment choices may lead to different investment advices for similarly situated clients. Client also acknowledges that transactions in a specific security may not be accomplished for all clients at the same time at the same price.

1. **Maintenance of accounts and Confidentiality**: 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. All information furnished by the Client to the Investment

Adviser including Client's identity, shall be treated as confidential. The Investment Adviser agrees not to voluntarily disclose confidential information without Client's prior consent (unless required by law, court order or agency directive, or unless the Investment Adviser expects, in its reasonable opinion, that it will be compelled by a court or government agency, or unless such information becomes publicly available or known other than as a result of actions of the Investment Adviser).

1. **Terms of fees and billing:** The payment of fees shall be through a mode which shows traceability of funds. Such modes may include account payee crossed cheque/ Demand Drafts or by way of direct credit to the bank

accounts through NEFT/ RTGS/ IMPS/ UPI or any other mode specified by SEBI from time to time. However, the fees shall not be accepted in cash.

1. **Liability of Investment Adviser**: Except as otherwise provided by law, Investment Adviser or its officers, directors, employees or affiliates will not be liable to Client for any loss that:
2. 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 under-performance of the securities/funds or any other market conditions;
3. Client may suffer as a result of Investment Adviser’s investment advice or other action taken or omitted in good faith and with the degree of care, skill, prudence and diligence that a prudent person acting in a similar fiduciary capacity would use in conducting an enterprise of a similar nature and with similar objectives under the circumstances;
4. Caused by following Client’s written or oral instructions;
5. Caused by using inaccurate, outdated or incomplete information provided by Client and/or by Client’s failure to promptly inform Investment Adviser of changes in his or her financial and/or economic situation, investment objectives or any restrictions that may affect the management of Client’s account;
6. Caused by any action or omission by the Custodian, any broker or dealer to which Investment Adviser advices transactions for Client’s account or by any other third-party professionals or service providers;
7. Resulting from the failure or delay in performance of any obligation under this Agreement arising out of or caused by circumstances beyond Investment Adviser’s reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, wars, terrorism, civil, sabotage, epidemics, riots, interruptions, loss or malfunctions of utility, computer software or hardware, transportation or communication service, accidents, labour disputes, acts of a civil or military authority;
8. Governmental actions or inability to obtain labour, material, equipment or transportation; or
9. Consisting of any indirect, special, incidental or consequential damages.

If Client’s account contains only a portion of Client’s total assets, Investment Adviser shall only be responsible for those assets that Client designates as the subject of Investment Adviser’s investment management services under this Agreement. Client agrees that Investment Adviser need not consider additional assets over which Client has not given Investment Adviser discretionary authority.

1. **Death or Disability of client:** In event of client's death / disability, services shall be terminated or provided to his/her succession, nomination, representation etc.
2. **Death or Disability of investment adviser:** In the event of Investment Adviser’s death / disability, its legal heirs, executor, trustee, administrator of estate of the deceased (the “Obligor”) shall be the person-in-charge. Details and responsibilities of the Obligor is mentioned in Annexure VI.
3. **Indemnity**: Client acknowledges that the Investment Adviser's, investment recommendations involve some degree of risk. Client acknowledges that all investment activity in Client's Account shall be at Client's own risk, which can result in loss of Client's investment capital, annual income, and/or tax benefits. Client acknowledges that the Investment Adviser will not reimburse

Client for any losses. Client acknowledges that the Investment Adviser’s past performance of recommended investments should not be construed as an indication of future results, which may prove to be better or worse than the past.

Client acknowledges that the Investment Adviser does not claim to be able to accurately predict the short-term future investment performance of any individual security or of a group of securities. Client acknowledges that the Investment Adviser makes judgmental evaluations before providing investment advice for Client. In making judgmental evaluations, the

Investment Adviser agrees to use its best efforts to review sources of information that it has found to be valuable, accurate and reliable. Client acknowledges that the Investment Adviser cannot and does not survey all sources of publicly available information. Client acknowledges that the Investment Adviser is not responsible for the accuracy or completeness of information furnished to the Investment Adviser by Client or by any other party.

1. **Disclosures**: Client shall read the disclosure as mentioned in Annexure-III, and Investment Adviser shall disclose to the client, if there is any change in the information contained therein.
2. **Disclaimer**: Client shall read and understood the disclaimer as mentioned in Annexure-IV.
3. **Arbitration**: Any controversy or claim arising out of or relating to this agreement or the breach thereof may be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Client understands that this agreement to

arbitrate does not constitute a waiver of the right to seek a judicial forum where such waiver would be void under securities laws in force. Both parties should voluntarily agree to arbitration, arbitration is final and binding on the parties.

1. **Compliance Contact Person**: In case of any query or grievance, client shall contact through following medium:

Tel No. : 9136729062

Mail id : service@finetechresearch.com

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

1. **Severability:** 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.
2. **Force Majeure:** 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 Investment Adviser shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto.

1. **Miscellaneous:** Each party agrees to perform such further actions and execute such further agreements as are necessary to effectuate the purposes hereof.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date (DD/MM/YYYY) set forth below, and the Agreement is effective from the date of its execution.

Client Signature



Investment Adviser

# Annexure I Services

The services provided by the Investment Adviser are as follows:

* + Equity Cash, Equity and Index Derivatives, Commodity Services
	+ Equity Cash, Equity and Index Derivatives, Commodity Premium Services
	+ Equity Cash, Equity and Index Derivatives, Commodity Signature Services

Further the client will be offered service(s) based on his/her risk profile and suitability carried out by the Investment Adviser.

# Annexure III Disclosure

1. Investment Advisory (IA) services shall be provided to you by Finetech Research & Investment Advisor. We are not engaged in stock broking, depository, research and distribution of mutual funds and other third party products.
2. Investment Advisory services shall be provided to you only after assess your risk profile and suitability of the product.
3. If you wish to avail the investment advisory services of Finetech Research & Investment Advisor, you will be required to
	1. complete the risk profiling and know-your client (KYC) form.
	2. update the risk profiling and know-your client (KYC) information periodically as required.
	3. Keep the investment advisor updated of any change in your status or other factors which will result in any change in your risk profile.
4. Any fees and charges, payable by you for the services availed by you, must be paid directly to the Company bank account.
5. We trust that, before acting on our advice, you have gone through all the relevant information about the product provided to you and have sought requisite clarification about the same.
6. Finetech Research & Investment Advisor shall not receive any consideration by way of remuneration or compensation or in any other form, whatsoever, from any person other than the client being advised in respect of the underlying products or securities for which advice is provided to the client.
7. Finetech Research & Investment Advisor shall maintain complete confidentiality of all information provided by you and shall not disclose any such information, without your prior consent except if such disclosure is required to be made in compliance with any applicable law or regulatory direction.

# Annexure IV Disclaimer

We do not receive any consideration by way of remuneration or compensation or in any other form whatsoever, by us or any of our associates or subsidiaries for any distribution or execution services in respect of the products or securities for which the investment advice is provided to the client.

We do not recommend a stock broker. If any stock broker is recommended by any of our representative, we do not receive any consideration by way of remuneration or compensation or in any other form whatsoever from stock broker or any other intermediary so recommended to client.

To ensure compliance with the Investment Advisor regulations 2013, we have resolved that the investment adviser and all its representatives will not make any trades in the market. We are not associated in any manner with any issuer of products/ securities; this ensures that there are no actual or potential conflicts of interest. This also ensures that objectivity or independence in the carrying on of investment advisory services is not compromised.

Investment in stock or commodity markets is subject to market risk, though best attempts are made for predicting markets, but no surety of return or accuracy of any kind is guaranteed, while the performance sheet of various products is available but should not be considered as a guarantee for future performance of the products/services. Clients are advised to consider all the advice as just an opinion and make investment decision on their own.

In case of clients seeking advice on any specific positions already made by the client, we will be able to suggest best possible action considering our view on the security or product. Such suggestion under any circumstances shall be considered as an opinion (not advice) from our organisation and we advice client to consider our opinion and not consultancy to make his/her final decision. We are not liable for any losses whatsoever client may incur in accepting this opinion.

Client is also advised to trade only if tips suit his current risk appetite and risk bearing capacity, all such tips shall be considered as a view or opinion and client shall on his/her discretion decide actual trades.

We are not associated with any intermediaries and do not recommend services of any specific intermediaries.

No litigations have been filed against us since the incorporation. All the tips which are suggested by us are communicated in written, no verbal communication from any of the executives or otherwise under any circumstances shall be considered as advice by our organisation.

In the event of any dispute or difference related to services, the same shall be resolved amicably by mutual conciliation. If the matter is not settled amicably then same shall be referred to the Court of Indore jurisdiction.

The management of company reserves all its right related to any services. The decision of the management of the company shall be final & binding on the customers.

# Annexure V Code of Conduct

1. Honesty and fairness An investment adviser shall act honestly, fairly and in the best interests of its clients and in the integrity of the market.
2. Diligence An investment adviser shall act with due skill, care and diligence in the best interests of its clients and shall ensure that its advice is offered after thorough analysis and taking into account available alternatives.
3. Capabilities An investment adviser shall have and employ effectively appropriate resources and procedures which are needed for the efficient performance of its business activities.
4. Information about clients An investment adviser shall seek from its clients, information about their financial situation, investment experience and investment objectives relevant to the services to be provided and maintain confidentiality of such information.
5. Information to its clients An investment adviser shall make adequate disclosures of relevant material information while dealing with its clients.
6. Fair and reasonable charges an investment adviser advising a client may charge fees, subject to any ceiling as may be specified by the Board, if any. The investment adviser shall ensure that fees charged to the clients are fair and reasonable.
7. Conflicts of interest An investment adviser shall try to avoid conflicts of interest as far as possible and when they cannot be avoided, it shall ensure that appropriate disclosures are made to the clients and that the clients are fairly treated.
8. Compliance 25 An investment adviser including its representative(s) shall comply with all regulatory requirements applicable to the conduct of its business activities so as to promote the best interests of clients and the integrity of the market.
9. Responsibility of senior management The senior management of a body corporate which is registered as investment adviser shall bear primary responsibility for ensuring the maintenance of appropriate standards of conduct and adherence to proper procedures by the body corporate.

# Annexure VI Details of Obligor

Details of the Obligor are as follows:

Full Name: Sanjay Sharma PAN: DJAPS1666G

Contact Details: 9522559433

In order to ensure protection of interest of the clients and redressal of clients’ claims, Obligor must take the steps including but not limited to in the event of the above eventuality:

* 1. giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor
	2. settlement of account with the client (fees payable and/or fees refundable),
	3. completion of transition of any outstanding business to another duly registered investment adviser,
	4. Redressal of any outstanding or new disputes / claims of clients.



Signature of Obligor