

INVESTMENT ADVISORY SERVICES AGREEMENT

This Investment Advisory Services Agreement (hereinafter referred to as the "Agreement") is made at _____ on ____ this day of _____, 20____ by and between "**LKP WEALTH ADVISORY LIMITED**" (hereinafter shall be referred as "**LKP Wealth**"), a Private Limited Company, incorporated in India under the provisions of The Companies Act, 2013 and having its Registered office at "**203 Embassy Centre, Nariman Point, Mumbai, Maharashtra, India, 400021**", PAN No.**AACCL7321E**,

And

Mr. / Ms. / M/s. _____ an individual / Karta of Hindu Undivided Family / partnership firm formed under the provisions of Indian Partnership Act / a company incorporated under the provisions of The Companies Act, 1956 / a Limited liability partnership formed and registered under the Limited Liability Partnership Act, 2008 having office / residing at

_____, having PAN No. _____.

(hereinafter collectively referred as "the Client" which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, be deemed to include (i) where the client is an individual, the heirs, executors, administrators and legal representatives and permitted assigns, (or the survivor(s) in case the client has jointly entered into the Agreement); (ii) where the Client is a company, its successors and permitted assigns; (iii) where the Client is a partnership firm, the partners for the time being of the firm, the survivors or survivor of them and the heirs, executors, administrators of the last survivor; (iv) where the Client is a Hindu Undivided Family, the members / co-parceners of the HUF, their respective survivors / heirs, executors, administrators; (v) where the client is a Trust, the trustee or the trustees for the time being of the Trust, the survivors or survivor of them and the heirs, executors, administrators of the last survivor; (vi) where the client is the governing body of a society, the respective successors of the members of the governing body and any new members elected or appointed).

WHEREAS

1. **LKP Wealth Advisory Pvt. Ltd.** is inter alia in the business of providing investment advice to individuals and corporates regarding investments in the Indian Capital Markets. It has obtained registration from SEBI under the SEBI (Investment Advisers) Regulations, 2013 and is duly authorized by SEBI to provide Investment Advisory Services within the purview of SEBI (Investment Advisers) Regulations, 2013, any amendments thereto from time to time vide Registration No. **INA00009861**
2. The Client is desirous of appointing LKP Wealth as an Investment Advisor for the purpose of receiving advisory services 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 or oral or through any other means of communication for the benefit of the Client and shall include financial planning;
3. The Client warrants that the Client is eligible to enter into this agreement with the Investment Advisor to avail of the services.

NOW THEREFORE, In consideration of the covenants and conditions hereinafter set forth, both parties to the agreement agree as follows:

1. TERM

This Agreement shall come into effect from the date of execution and shall remain valid and binding upon the Parties, unless terminated by either party as mentioned in clause "9".

2. APPOINTMENT

Pursuant to valid and proper authority and in accordance with applicable law, the Client hereby appoints **LKP Wealth** to render the services of Investment Advisers for the Term and **LKP Wealth** agrees to such appointment of terms and conditions provided for herein.

3. FEES

- a. The Client(s) shall pay the Investment Advisor fees for the services rendered as provided in Schedule I or as may be amended from time to time.
- b. The Client agrees that fees are to be paid in favour of "LKP Wealth Advisory Pvt. Ltd.".
- c. Upon calculations of fees due, LKP Wealth shall issue an invoice with applicable additions of taxes/GST, etc. under the Act and amendments included thereafter to "the Client", payment shall be effected within thirty (30) days of submission of said invoice in consideration to the applicable deductions of taxes under the Act and amendments included thereafter. Payment made by the Client will be confirmed by LKP Wealth.
- d. All fees shall be paid or made in full by the Client without any counter claim / deductions, set off or withholding.

4. SCOPE OF SERVICES

- a. LKP Wealth role would be to deliver investment advisory services to the Client(s). Hence the role would be limited to advisory by carrying out portfolio review & financial planning based on risk profiling. Further, the client has complete discretion on timing and execution of the transaction(s).
- b. The general objective is to formulate and devise investment philosophy to achieve long term growth of capital or generate income or both, by investing in assets, which generate reasonable return and to advice client in line with each client profile with regard to their risk tolerance levels and specific preferences or concerns and to advice clients in line with each client's goals on the basis of risk tolerance levels and other constraints if any.
- c. LKP Wealth shall ensure that risk profiling of client has been carried on periodical basis and client is obligated to provide such information which is necessary for carrying out risk profiling using industry recognized tool or such other questionnaire for carrying out risk profiling. The information derived from risk profiling shall be communicated to the client after risk assessment has been done. Further, investment advice shall be provided based on suitability and appropriateness based on client's investment objectives, risk tolerance, experience and knowledge of understanding risk by Clients(s) and rationale shall be documented towards the same. The client shall be required to provide all information pertaining to their investment portfolio and the investment advice shall be provided based on the responses provided by client in the risk profiling and/or financial planning and/or information provided towards overall portfolio.
- d. LKP Wealth role is limited to advising the Clients and in no event shall be held liable for any claims of losses or damages made by the Client in respect of amount invested or transacted.
- e. LKP Wealth does not intend to provide legal, accounting, tax or specific Investment advice. If such advice is required, the services of a competent Professional advisor should be sought.

- f. Any information / content in LKP Wealth brochure or any other material or otherwise communicated by LKP Wealth, shall not be treated as substitute for necessary review for validation at the client(s) end.
- g. LKP Wealth may also deal with Authorized Persons or authorized agency in respect of this agreement and such other Authorized Persons or authorized agency as and when notified to do so by the client.
- h. LKP Wealth shall at its sole discretion do all other acts as it deems necessary to achieve investment objective of client and for fulfillment of any other objective of this agreement.

5. DECLARATIONS, REPRESENTATIONS AND WARRANTIES OF LKP WEALTH

- a. LKP Wealth represents that it has obtained a certificate of registration from Securities and Exchange Board of India under the SEBI (Investment Advisers) Regulations, 2013 and the registration number is INA000009861
- b. LKP Wealth represents that it shall ensure that in case of any conflict of interest of investment advisory activities with other activities, such conflict of interest shall be disclosed to the client.
- c. Investment products advised by LKP Wealth including any financial and non-financial product such as securities (as defined under Section 2(h) of the Securities Contracts (Regulation) Act, 1956 including any amendments thereafter) or financial instrument purchased are subject to investment risk, liquidity risk, default risk, country risk, foreign exchange risk, interest rate risk, political risk, market risk including the possible loss of principal amount invested. Past results or performance are not a guarantee to future performance. Yields or funds past performance should not be considered as indication or guarantee to future yield or result.
- d. LKP Wealth shall maintain arm's length relationship between its activities as investment adviser and distribution or execution services offered by its holding company.

6. DECLARATIONS, REPRESENTATIONS AND WARRANTIES OF CLIENT(S)

- a. The Client(s) declares that the Client(s) has complied with and agrees to comply with all statutory formalities and guidelines issued by any regulatory authority to enable to enter into this arrangement with LKP Wealth.
- b. LKP Wealth shall have no liability for any such advice or representation made as it will be the responsibility of the Client(s) to make individual assessment.
- c. The Client(s) hereby agrees that the money being invested has been sourced through legitimate sources and subject to no violation in present, and, in future too there will no violation under the Prevention of Money Laundering Act, 2002 and subsequent amendments to the said act. The client hereby confirms and agrees that Investment Adviser reserves the right to report any suspicious transaction to the Director of Financial Intelligence Unit-India (FIU-IND), New Delhi or any other competent authority, after applying appropriate due diligence measures and believes that the transaction is suspicious in nature with the purview of applicable law and/or SEBI circulars/guidelines issued from time to time.

- d. The Client(s) hereby declares that the Client(s) have clear ownership of the money / wealth being advised through LKP Wealth and there are no violations of any concerned statutory regulations.
- e. The Client(s) hereby declares that the Client(s) are duly authorized, eligible and competent to enter into business relationship with LKP Wealth. Further, Client(s) declares that the client(s) has not been debarred / suspended or prohibited from carrying on its normal activities and more especially the service governed through this arrangement.
- f. The Client(s) hereby declares and represents that the Client(s) will, at all times during the existence of this arrangement with LKP Wealth be the holder of all registrations and authorization required by any regulatory authority to carry on its activity.
- g. The Client(s) shall comply with all Applicable Laws including but not restricted to the SEBI (Prohibition of Insider Trading) Regulations, 2015, SEBI (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, SEBI (Prohibition of Fraudulent and Unfair Trade Practices relating to Securities Markets) Regulations, 2003, The Prevention of Money Laundering Act, 2002, the Income Tax Act 1961 as may be enacted from time to time and the Investment Advisor shall not be responsible for any breach by the Client of such Applicable Laws.
- h. In the event of a change in the client's constitution or identity by change of name or inter alia, events such as merger, amalgamation, liquidation, winding up, takeover, or change in management, as the case may be, during the term of this Agreement the client shall keep the Investment Advisor duly informed in writing of such change and provide such information to the Investment Advisor as the Investment Advisor may request in this regard. In such an event, the Investment Advisor shall seek advice or appropriate directions where required, under Applicable Laws with regard to the continuation of this Agreement.
- i. The Client(s) shall communicate the Risk Profile Questionnaire Report to LKP Wealth and also required to provide all information pertaining to their investment portfolio or any change thereof. LKP Wealth shall provide investment advice based on the responses provided by client(s) in the Risk Profiling and / or Financial Planning / or information provided towards their overall portfolio.

7. LIABILITY OF LKP WEALTH

- a. Without prejudice to what is stated above, LKP Wealth shall not be liable for any or by reason of any loss or damage arising to the Client(s) or failure or delay in complying with the instruction of the Client(s), which is caused directly or indirectly by any event or circumstances beyond LKP Wealth control.
- b. LKP Wealth shall not be liable for any error or inaccuracies in any of the publicly available information that may be provided for Client(s) by LKP Wealth.
- c. Without prejudice to provisions of Clause 9 hereunder, the Client, acknowledges and agrees that the Investment Manager (or its directors, officers, employees, agents, consultants or other representatives) shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any error of judgment, mistake or for any loss suffered by the Client in connection with the Services or in respect of any matter to which the Agreement relates unless such damage or loss is finally judicially determined to have resulted primarily from the willful misfeasance and bad faith of the Investment Adviser.

- d. Neither the Investment Advisor nor any employee or agent of the Investment Advisor shall be liable for any advice or representation made by it under this Agreement; it will be the client's responsibility to make an independent assessment.

8. CONFIDENTIALITY

- a. LKP Wealth and the Client(s) agree and undertake to keep confidential at all times the confidential information provided to the other party, details of this arrangement and all materials and other related documents pertaining to the transactions shared by the parties in connection with this agreement.
- b. However, LKP Wealth will not publish, disclose or use any such confidential information unless required by law, order of a court of competent jurisdiction or by a regulatory authority or with specific permission of the client.
- c. LKP Wealth may share the client(s) information for the purpose of taking expert / legal advice, if any, at the Client's cost as mutually agreed between both the parties before acting upon.
- d. Neither Party hereto shall (except in the course of its duties hereunder or where required to comply with judicial, quasi-judicial, regulatory or statutory requirements) disclose to such third party (as may be directed by such regulatory/statutory authority) which disclosure shall be no more extensive than is usual or necessary to meet the requirements imposed upon the Party making such disclosure any information relating to Client or any investors or the affairs of the other Party (including information about the customers of either Party) and the arrangements contemplated by this Agreement or the contents of this Agreement unless authorized in writing by such other Party, as the case may be, and shall prevent any such prohibited disclosures as aforesaid whether by any of its officers, employees or agents.

The receiving Party shall not be liable for disclosure or use of any Confidential Information if:

- i. information which now is or hereafter comes into the public domain, otherwise than by reason of a breach of this Agreement; or
- ii. information made available to the receiving Party from other sources without obligation of confidentiality; or
- iii. Information that is already in the possession of or independently developed by the receiving Party.
- iv. Information which becomes known to the receiving Party prior to such disclosure without similar restrictions from a source other than the disclosing Party, as evidenced by written records.

9. TERMINATION

Either party may terminate this agreement at any time, by giving the other party fifteen (15) days prior written notice. Upon termination by either party all outstanding fees in accordance to this agreement due to LKP Wealth at that time shall be settled in full within thirty (30) days.

This Agreement shall stand terminated forthwith on occurrence of the following events during the currency of this Agreement:

- a) Insolvency, dissolution or winding up of the Client;
- b) Suspension or termination of the registration of the Investment Advisor as an Investment Advisor by SEBI or any other competent authority;
- c) Investment Advisor rendered incapable of rendering the Services; or
- d) Insolvency, dissolution or winding up of the Investment Advisor.

Upon termination, the client or the heirs / successors / permitted assigns of the Client shall settle all dues owned by the Client under this Agreement towards fees, costs, charges and expenses.

10. INDEMNIFICATION

In the event that either of the parties is found to be in breach of terms of this Agreement, such party shall at all times hereafter indemnify and keep the other party, its affiliates and their directors, officers, employees, representatives and agents (“Indemnified Party”) fully indemnified against all claims, demands, actions, proceedings, losses, damages, costs, charges, expenses, interests and disbursements of any nature whatsoever which the Indemnified Party may pay or incur or suffer or sustain or be liable to pay or incur or suffer or sustain as a result or consequence, direct or indirect, of such breach.

11. GOVERNING LAW AND JURISDICTION

- a. This Agreement, the construction and enforcement of its terms and the interpretation of the right and duties of the Parties hereto shall be governed by the laws of land in rules and regulations existing in particular sectors, services, products, as the case may be. In case any clause is not in accordance with any laws or regulations in force, the latter will prevail over the clause forming part of this agreement. In case any clause is not in accordance with any laws or regulations in force, the latter will prevail over the clause forming part of this agreement.
- b. This Agreement shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the competent courts in Mumbai only.

12. DISPUTES

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall first endeavor to settle such differences, disputes, claims or questions by arbitration of three (3) arbitrators, one each to be appointed by each Party, and each such arbitrator shall appoint a third Arbitrator who shall act as the chairman of the arbitral tribunal. The Arbitration and Conciliation Act, 1996 and the rules made there under shall apply to and shall govern the arbitration proceedings. The venue of the arbitration shall be exclusively at Mumbai and the arbitration proceeding shall be conducted in English. The decision of the Arbitrators shall be final and binding on the Parties.

13. MISCELLANEOUS

- a. This agreement constitutes the whole agreement between the parties and any alteration must be in writing and signed by both parties.

- b. The terms of this Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, successors-in-title, heirs and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person that is not a party hereto.
- c. No Party may assign its interest hereunder without the express written consent of the other Party.
- d. This Agreement embodies the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- e. If any provision of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith.
- f. If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- g. The Investment Advisor may record telephone conversations without use of a warning tone. Such records will be the Investment Advisor's sole property and shall be accepted by the Client as conclusive evidence of any communication, advice or instructions to / from either party. Such records are kept for a certain period based on the in-house policy of the Investment Advisor and may be relied upon by the Investment Advisor as and when required.
- h. In case of any grievances, Client(s) may contact Compliance Officer having email ID ho_compliance@lkpsec.com and if not satisfied with response, can lodge grievances with SEBI at <https://scores.gov.in/scores/complaintRegister.html>.

14. OTHERS

- a. No clause in this Agreement may be deleted or altered without the mutual consent of both parties and such consent for such deletion or alteration shall be obtained in writing by the other party.
- b. Request for amendment in any of the clauses of this Agreement shall be made in writing and be communicated to the other party within 7 days from the date of receipt of request for amending the clause and shall be agreed in writing on mutual consent between the parties.
- c. The amended clause shall form a part of this Agreement and constitutes a legal binding between the parties.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands hereunto on the day and the year mentioned herein above.

SIGNED SEALED AND DELIVERED

by within named Client

1. _____)

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2. _____)

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3. _____)

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SIGNED SEALED AND DELIVERED by

**LKP WEALTH ADVISORY LIMITED
through its constituted attorneys**

1. _____)

S

2. _____)

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IN presence of Witness:

1. Name: _____

Signature: _____