

7Picks Introducer agreement

This Agreement of Introducer is made at _____ on the _____ Day of _____, 2020 between LKP Wealth Advisory Ltd. a company incorporated under the Companies Act, 1956 /2013 and having its Correspondence office at 1302, Raheja Centre, Nariman Point, Mumbai - 400 021. (here-in after referred to as "LKP", which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns) of the First Part

And

_____ a /Individual/Company registered under Company's Act and having its place of business or Registered Office at _____, hereinafter referred to as "Introducer" (which expression shall unless repugnant to the context and meaning thereof deem to mean and include the successors and permitted assigns as the case may be) of the SECOND PART.

(The Introducer and LKP are hereinafter jointly referred to as "Parties" and individually as the "Party".)

WHEREAS:

LKP is inter alia engaged in the business of providing Insurance services and Investment advisory services

- 1. The Introducer is inter-alia engaged in the business of
- 2. The Introducer has represented to LKP that it/he/she shall provide to LKP references or introduce potential clients who may be interested in availing the Investment advisory offered by LKP such that LKP may establish a business relationship with such potential clients.
- 3. Relying on the representations of the Introducer, LKP has agreed to accept the offer of the Introducer and appoint the Introducer for the aforesaid functions on certain terms and conditions.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

DEFINITIONS

- (a) "Affiliates of LKP" shall mean and include (a) any entity that controls, is controlled by, or is under common control with LKP
- (b) "Agreement" means and includes this agreement, all its schedules, and the amendments made thereto from time to time and all related documents connection with the transactions, contemplated herein
- (c) "Control" together with grammatical variations means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of the vote carrying securities, by contract or otherwise howsoever
- (d) "LKP Customer" shall mean and include, as the case may be, Customers of LKP and/or any prospects thereof
- (e) "Effective Date" shall mean and include the date of execution of this Agreement.

1. TERM AND APPOINTMENT

LKP hereby appoints the Introducer on a non-exclusive basis for carrying out the functions as provided for in this Agreement and as mutually agreed from time to time.

Any communication or direction given by LKP in terms of this Agreement to such authorized person(s) shall be binding on the Introducer. This agreement shall be perpetual in nature commencing from the Effective Date and unless earlier terminated by either party as provided herein by giving 30 days prior notice in writing.

2. DUTIES AND OBLIGATIONS OF INTRODUCER

The Introducer shall carry out such duties and obligations in terms of this Agreement and/or in terms of the guidelines/ instructions issued by LKP from time to time and as mutually agreed.

(a) Neither Introducer nor the representatives of the Introducer shall claim to be the employees of LKP on account of the Services rendered hereby by the Introducer and the Introducer agrees to indemnify LKP with respect to any claims and/or costs, expenses (including legal fees) raised by the representatives of the Introducer.

(b) Introducer shall ensure that all representatives of the Introducer who are providing their Services under this Agreement abides by the terms of this Agreement. The Introducer agrees to take necessary action against its /representatives for any violation which would necessarily include disassociation of such Employee from all LKP related assignment with immediate effect.

(c) LKP shall notify the Introducer of any additions/modifications to be made to the aforesaid duties which may be agreed by the Introducer.

(d) Introducer shall take all necessary steps to check the background and credit worthiness of the potential Client. However, LKP shall have the sole right to accept or reject any such Client without assigning any reasons thereof.

FEES AND PAYMENTS

(a) LKP shall pay the Introducer fees as a percentage of the AUM invested by the potential Client ("Fees"). The Fees paid / payable by LKP to the Introducer in relation to the Services shall be inclusive of all applicable taxes, GST, levies, duties or any other charges past, present or future under the prevailing laws and subject to deduction of tax at source as per the applicable laws. LKP shall also specify, from time to time, the periodicity, and the mode of payment, of the fees. The charges and fees payable to the Introducer for Services rendered shall be as per Schedule B to this Agreement.

(b) LKP may, in consultation with the Introducer from time to time revise the Fee; and the revised Fee shall take effect from the date mutually agreed upon by both Parties. However in case of any regulatory requirement and/or change, LKP may revise the fee by giving prior intimation to the Introducer.

(c) Introducer shall not be eligible for any fees/remuneration/payment in case the activity provided for under this Agreement are prohibited/restricted/regulated by any law/rules/regulations if necessary approvals, clearance, etc have not been procured by the Introducer.

(d) The relationship between LKP and the Client in respect of the Investment Advisory, with respect to which contractual documents are executed between LKP and the Client, shall be governed by such contractual documents. On execution of such contractual documents, the Client shall be strictly governed by provisions thereof and the Introducer will have no right whatsoever to advise and/or direct LKP to deal with the Client.

(e) LKP shall notify the Introducer of any additions/modifications to be made to the aforesaid duties which may be agreed by the Introducer.

3. Non - Disclosure (Fully Confidential)

(a) Parties will at all times maintain the utmost confidentiality regarding the contents of this Agreement, the arrangements contemplated by this Agreement, any business, technical, financial or information given to each other as well the information, referrals, potential clientele or of customers of the parties to which the other has access or is in receipt/possession, from any source whatsoever (hereinafter the "Confidential Information"), and shall not

provide/disclose or otherwise make available all or any part of such Confidential Information to any person (other than its affiliates, subsidiaries, parent and subsidiaries of its parent) for any personal, business, commercial or other purposes, unless the prior written consent of other party shall have been obtained.

(b) Notwithstanding anything contained herein, if disclosure of Confidential Information is required to comply with legal obligations or executive, judicial, quasi judicial or regulatory or statutory requirements, then in such case, one party, if it is practicable to do so, shall give the other party reasonable written notice prior to such disclosure.

(c) The provisions of this Clause shall survive the termination of this Agreement.

(d) The Introducer undertakes that the Introducer will not use any Confidential Information for any other purpose except to provide its Services to LKP as provided for under this Agreement. The Parties further agrees not copy or reproduce in any manner whatsoever the Confidential Information of the Parties or any part thereof without the prior written consent of the other Party, except where required for its own internal use in accordance with this Agreement. Both Parties shall maintain accurate records, statements of all its operations and expenses under this agreement

4. LAW AND ARBITRATION:

The provisions of this Agreement shall be governed by and construed in accordance with Indian law.

(i) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. 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 friendly consultation and failing such settlement, the same shall be referred to the arbitration of two arbitrators, one to be appointed by each party and such arbitrators shall appoint a Presiding Arbitrator before commencing the arbitration proceedings.

(ii) The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.

(iii) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

(iv) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.

(v) The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be under the exclusive jurisdiction of the courts located at Mumbai.

6. THIRD PARTY RIGHTS

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

7. TERMINATION AND PENALTY

Notwithstanding anything herein contained, LKP may, by giving 30 days notice in writing, terminate this Agreement forthwith or at its discretion, under any one or more of the following conditions:

(a) Breach of any of the covenants, representation and warranties and terms and conditions of this Agreement

(b) Any act, thing or deed done, or inaction by the Introducer, which is in contravention of any law, as may be applicable from time to time, or industry practice, or the circumstances under which such act, thing or deed done, or inaction, is undesirable and/or objectionable;

(c) Failure to perform and/or observe the role, duties, functions and obligations of the Introducer in terms of this Agreement;

(d) Deterioration in financial strength of the Introducer;

(e) If the Introducer (if a company) is proposed to be amalgamated, combined or merged with any other body corporate or any other body corporate is amalgamated, combined or merged with the Company without the prior written permission of LKP, or if the Introducer is proposed to be demerged, restructured or reconstructed, without the prior written permission of LKP;

(f) It is hereby agreed and understood by the Parties that the provisions of this Clause shall not limit or restrict nor shall they preclude LKP from pursuing such further and other legal actions, against the Introducer for any breach or non-compliance of the terms of this Agreement;

(g) In the event that this Agreement is terminated for any reasons, Introducer shall forthwith hand over to LKP the possession of all documents, material and any other property belonging to the other that may be in the possession of the Introducer or any of its employees, agents or individuals assigned to perform the Services under this Agreement.

(h) LKP also reserves a right to terminate this Agreement by serving a 30 days written notice on the Introducer without requiring to give any reason at the sole discretion of LKP.

AMENDMENTS / VARIATION / MODIFICATION

This Agreement or any clause therein may be amended / varied / modified by LKP at any time and at its sole discretion. Introducer cannot amend / vary / modify this Agreement without the prior written consent of LKP.

COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall be deemed effective as if each Party had signed each of such counterparts.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the day and year first above written

Signed and Delivered by _____ the within named Introducer by the hand of _____ its _____ in the presence of:

Agreed by

Agreed by all terms and conditions.

For LKP WEALTH ADVISORY LIMITED

For _____

Authorised Signatory (Head office)

Authorised Signatory (Introducer)

SCHEDULE B

Introducer % on Advisory Fee will be calculated on Corpus invested

	Referral fee
Sharing Ratio	100% on commission