**INVESTMENT ADVISORY SERVICESAGREEMENT**

This Agreement set forth the terms of the engagement entered into by

**M/s Smart Money Financial Services**

A Securities and Exchange Board of India registered Investment Adviser, (Hereafter “Investment Adviser”, “Firm”)

 AND

**Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ S/O or D/O Mr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(Hereafter “Client”, “Investor”)

On the date of  **DD/MM/YYYY**

**INVESTMENT ADVISORY SERVICES AGREEMENT**

1. **DECLARATION:**
2. The Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement**.**
3. Investment Adviser shall not manage funds and securities on behalf of the client. The investment adviser 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.
4. Investment Adviser is not provided any services which are related to assured returns or minimum returns or target return or percentage accuracy. The investment advice is susceptible to market risks and there is no guarantee of return on any level of investment.
5. **INTERPRETATION:**
6. ASSETS UNDER ADVICE (AUA) shall mean the aggregate net asset value of securities and investment products for which the investment adviser has rendered investment advice irrespective of whether the implementation services are provided by investment adviser or concluded by the client directly or through other service providers.
7. FAMILY OF CLIENT shall include individual client, dependent spouse, dependent children and dependent parents.
8. FAMILY OF AN INDIVIDUAL INVESTMENT ADVISER shall include individual investment adviser, spouse, children and parents.
9. INVESTMENT ADVICE means 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, oral or through any other means of communication for the benefit of the client and shall include financial planning.
10. INVESTMENT ADVISER means any person, who for consideration, is engaged in the business of providing investment advice to clients or other persons or group of persons and includes any person who holds out himself as an investment adviser, by whatever name called;
11. PERSONS ASSOCIATED WITH INVESTMENT ADVICE shall mean any member, partner, officer, director or employee or any sales staff of such investment adviser including any person occupying a similar status or performing a similar function irrespective of the nature of association with the investment adviser who is engaged in providing investment advisory services to the clients of the investment adviser.

**3. SERVICES OF THE ADVISER**

Advisor shall provide the following services to the Client on an on-going basis:

- Assist in articulating your objectives and values.

- Develop an Investment Statement in concert with your objective.

- Investment recommendations on the fee-based model.

- Assessment of Investment Objective.

- Provide estate planning guidance and assist in the implementation of any recommendations. if needed

- Provide insurance advice, if needed.

- Advice and recommendations in other areas of financial planning in which Investment Adviser or Client identifies a need, if needed.

Services will start after receiving all the related documents. For this clause, the advisor holds the discretionary power to execute this clause.

**4. RISK ASSESSMENT PROCESS**

According to the regulation 17, the risk profile assessment process is compulsory. The Risk Assessment process is based on the questionnaire process. This questionnaire is approved by the securities and exchange board of India. In this process the certain set of question are put on before the client. The all options of the question are correct and client is fee to choose best appropriate and suitable option. Each optionhas some weightage, total sum of weightage is decided risk profile and nature of the client.

This assessment is applicable throughout the service tenure and all types of services. The information is provided by the client at the time of risk profiling should true and correct. This is the sole liability of the client to provide the true and correct information when the information desired by the smart money at all points of the service period. If there is any change in the information, it will be the sole responsibility of the client to inform it, and for this, the time period has been fixed for 7 days. The execution of services will accord asset allocation which is provided and explained by the Investment Adviser.

**5. INFORMATION OF THE CLIENT**

The Client agrees to provide information regarding income, age, previous investment, debt,investment goals and objective, emergency fund, financial dependency, and other pertinent matter as requested by the Investment Adviser from time to time. The Client also agrees to discuss current and projected future needs and goals candidly with investment adviser and to keep investment adviser informed of changes in the Client’s situation, needs and goals.

Although permitted to do so, investment adviser shall not be required to verify any information obtained from the Client, Client's legal consultant, accountant or other advisors and is expressly authorized to assume the accuracy of information received from the Client. The investor will decide the deployment of fund in the market and responsibility of the market, investment, expense & Income ratio with debt and age will be the responsibility of the investor.

**6. IMPLEMENTATION**

The Client is free to execute the investment advice and recommendation from any stock broker, sub broker, distributors, and other. Investment adviser neither suggested nor recommended any other organization for execution services. With this client is also free to obtain legal, accounting de-mat and insurance services from any professional sources to implement the recommendation and advice of investment adviser.

**7. FEES TO ADVISOR**

The Advisory model of investment adviser is fee-based. The fee mode is “fixed fee model.” The total amount of fee is one lakh twenty-five thousand per client per annum. In the client, dependent children, parent, spouse are included. **The details of Fees are in Schedule- I**.

This Agreement will be reviewed at the end of the service period from the contract date. In addition to the investment advisory fee, investment adviser does not accept any consideration, commissions, and any other fee from the customer. No cash receipt accepted by the investment adviser. The fee will be receiving only from the proper banking channel. The client has option to pay the advance fee according to the SEBI (Investment Adviser), Regulations, 2013. The fee is not based on the Asset Under Advice.

**8. BASIS OF ADVICE**

The Advisor obtains information from a wide variety of publicly available sources and some of the private sources also. The recommendations developed by Advisor are based upon the professional judgment of the Advisor. The Advisor cannot and does not guarantee the results of its recommendations. The Client is solely responsible for electing to follow or not follow any information or recommendation or advice given by the Advisor.

**9. INVESTMENT STRATEGY AND GUIDELINES**

1. The subject matter of advice is related to the equity market or commodity market.
2. The facts of the investment advice are related to National Stock Exchange or Multi Commodity Exchange.
3. The Investment advice is based on the technical analysis, for this analysis, the investment adviser can use research-based software.

**10. AMENDMENT IN AGREEMENT**

The clauses of this agreement are final and enforceable after the acceptance. Furthermore, if the client wants any change in this agreement, then the adviser has discretionary power. The client shall send the written request within 7 days for amendments to the investment adviser. Otherwise, the clauses are final from and enforceable.

**11. TAXATION ASPECTS (Direct and Indirect)**

The investment adviser provides the tax invoice, the fee amount is separated from the amount of the GST amount. The GST amount is paid by the client. The investment adviser is registered supplier in GST process. If the client is also registered as registered supplier in GST, then client is responsible for the disclose the GST information. Apart from that the matter of short-term capital gain/loss and Long-term capital gain/loss is not the purview of this agreement.

**12. REPRESENTATION TO CLIENT/NO RIGHT TO SEEK POWER OF ATTORNEY**

The Investment Adviser is not accepting any type of representation from the side of client at any stage of this process. The Investment adviser neither accept the power of attorney nor any type of authorization letter for any activity.

This clause shall survive termination or expiry of this Agreement.

**13. LEGAL AND ACCOUNTING SERVICES**

It is understood and agreed that advisor is not qualified to and will not render any legal advice nor prepare any legal documents. The Client should consult with his/her personal legal consultant or advocate shall be solely responsible for the rendering and/or preparation of the following:

- All legal advice;

- All legal opinions and determinations and

- all legal documents.

**14. TERMINATION**

Both parties shall have the right to terminate the agreement at any time of the services period. For termination, both parties give the 30 days written notice to other parties regarding the termination. Such termination shall not, however, relieve the Client of the obligation to pay for all services. In the condition of the suspension and/or cancellation of registration or any other action taken by the regulatory body and government authority, then this agreement voluntary terminated. But in case of suspension of the certificate of registration of the IA, the client may be provided with the option to terminate the agreement.

**15. REQUIRED DISCLOSURES**

1. Other Activities: The investment adviser is not involved into any other activities.
2. Conflict of interest: The investment adviser is not involved into any activities and also maintains the arm’s – length transaction.
3. Maintenance of Compliance and Confidentially: The investment adviser is always maintenance and complete the compliance process. In this process investment adviser collect some personal information and documents. These all are count in confidential information. Except the procedure of law, the investment adviser will not disclose any confidential information.
4. The period of advisory service is mention on the tax invoice.
5. The investment adviser is not providing any type of execution and distribution services; the family of investment adviser is also not involved into the distribution and execution services.
6. Please be fully informed regarding the risks and cost associated with trading the financial markets, it is one of the riskiest investment forms possible.
7. We are not portfolio managers, mutual fund managers / distributors, and Stock brokers.
8. Every investment is subject to market risk and any investment made by the client can also run into losses and even become zero.
9. Investment Adviser shall be responsible to resolve the grievances within the timelines specified under SEBI (Investment Advisers) Regulations, 2013 and other related laws.

**16. RELATED PARTIES**

The investment adviser is not responsible for related party of client. The service is only for the client not for the related parties, e.g. Spouse(s), Children, and Parents etc. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the related clients.

**17. RESOLUTION**

In the service period, if any query and grievance will arise then the solution will be provided by the compliance team of Smart Money Financial Service. It is the client’s responsibility to provide details of their query and grievance without going on before of any competent authority. The investment adviser has a mechanism for the redressal of grievances.

This clause shall survive termination or expiry of this Agreement.

**18. LIABILITY OF INVESTMENT ADVISER**

The agreement to clearly state that the 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 under-performance of the securities/funds or any other market conditions.

**19. ARBITRATION**

Any controversy arising out or relating to any transaction or the construction, performance, or breach of this or any other agreement between the parties shall be settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and SEBI (Investment Adviser) Regulations. Unless the arbitrator awards otherwise, each party shall be responsible for its own costs for discovery, if any, and its own Advocate's fees. All other costs of arbitration shall be divided equally by the parties. The arbitrator(s) shall have the authority to adjudicate the dispute and award compensatory damages. The decision of the arbitrator(s) rendered in accordance with this agreement shall be final and binding upon the parties to the extent of, and pursuant to, Indian law, and may be entered in Indore, Madhya Pradesh court of competent jurisdiction.

This clause shall survive termination or expiry of this Agreement.

**20. COMMUNICATION**

The written communication is given priority and valid on the oral communication by any of representative, employee and officer of investment adviser. If you need any clarification of any clause and point then contact on registered mail and contact number of smart money financial services. The Proprietor and investment adviser are not responsible for any personal communication.

**21. ASSIGNMENT**

Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.

**22. RISK FACTOR OF THE MARKET**

The equity market is full of risk. The client has risk capacity and risk tolerance. The client will have been faced the various type risk at the time of investment.

|  |  |  |
| --- | --- | --- |
| S. No.  | Risk  | Details  |
| 1 | Volatility Risk  | As we said that because of the market news, rumours, sectoral news, condition of politics, and other reasons. When a stock price moves ups and downs and by a significant amount, that volatility can have a big impact on the portfolio.  |
| 2 | Concentration Risk  | Investing in a one company means that if something goes wrong with that company, your overall portfolio is at risk. Investing in a mix of stocks increases diversification and can help reduce the risk associated with individual companies.  |
| 3 | Liquidity Risk  | Liquidity directly means the marketability; how easy it is to buy and sell an investment.  |
| 4 | Geopolitical risk  | As we earlier said that political stabilities and financial strength of country affect stock prices. The issue may impact the country where a company is headquartered or countries where it does business.  |
| 5 | Interest Rate Risk  | The higher borrowing costs because of are result of rising of interest rate risk. This could affect company’s their return on capital.  |

**23. AGE AND FUND**

The client knows the age number and availability of funds. The disclosures are already provided by the investment adviser to the Client with the detailed investment suitability report. The client is very well aware of his age and fund. In case of any changes, the burden of information to smart money is only the sole responsibility of the client. The Smart Money Financial Services and proprietor will not responsible for type liability (ies) which arise in the present and future. The investment adviser is neither responsible for any past investment of the client nor responsible for investments that will be made by the client after the expiration of the services period.

**24. DEATH OF CLIENT AND INVESTMENT ADVISER**

Death is the truth of life. In the case of a client's death (natural or unnatural), the investment adviser, the person involved with the advice, the employee and the third party who are related to the investment adviser are not responsible in any way. Legal successors and legal representatives of the client and any other authority may not file any legal process against the investment adviser, PAA, any other employees or any related third party.The investment adviser will refund the remaining fees to the client's legal heirs that are not used for the purpose of investment advice. Wherever there are family disputes over inheritance, advice will follow due process of law.

In case of death of Advisor (natural or unnatural), the responsibility of the nominee will be related to investment service, he will not be liable for any other responsibility of any kind.The nominee shall have discretionary power to make all decisions. In case of death of investment adviser, the fee amount will not be provided back to the client.

This clause shall survive termination or expiry of this Agreement.

**25. SEVERABILITY**

Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation shall be ineffective only to the extent of such prohibition or lack of enforceability and shall not invalidate the remaining provisions hereof.

If the any clause or provision of this agreement is invalid due to the court decision, statute, rule or otherwise, then the remainder of this Agreement shall not be affected.

This clause shall survive termination or expiry of this Agreement.

**26. INDEMNITY**

The Investment Adviser shall not be liable to the Client for and the Client shall indemnify and keep indemnifiedthe Investment Adviser or its agents against all losses, costs, damages, claims, demands and expenses(including claims or other demands whatsoever taken or made by any internet service provider)

This clause shall survive termination or expiry of this Agreement.

**27. 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 Advisor shall have no liability with respect thereto.

**28. SERVICES AND SERVICE DURATION**

The name and duration of services are mentioned on the invoices. For your every payment, an investment adviser will provide the digitally signed invoice to the client. This agreement will be applicable for all times of the service period, except in the event of cancellation and termination of the agreement. If any dispute arises between the parties in the future, this agreement will be given priority all written communication. The investment adviser is not responsible for any personal communication(verbal and oral) made by an employee or personal associate advice. These conversation and communication will be treated as void.

**29. SUBMISSION OF INCOME AND LIABILITY PROOF:**

As per our mutual consent and under the scope of this agreement:

Yes, I will submit 3 months bank statement and/or income tax return as income proof along with loan statement for verification of information for financial liability, which I am providing to Smart Money Financial Services in this process.

No, I will not want to whole financial planning, e.g. mutual Fund, Insurance, Bond, Estate, Sale and Purchase of Moveable Property, Tax and Will Matter, and other aspects. So, I shall not deposit the proof Income and financial liability. I will take the responsibility of any regulatory action.

*(If you tick on yes then please send and attached the document with this agreement)*

**30. Miscellaneous**

1. This agreement shall be applicable only to investment advice contained in the investment analysis, investment recommendation according to risk profile assessment of the Client and shall not relate to any advice given by any person or persons not specifically designated by advisor in writing or orally.
2. The advice and recommendations given to the Client; no other persons shall be entitled to rely on such information.
3. The Advisor is not responsible for the actions, omissions or insolvency of any agent, broker or independent contractor of the Client because the Advisor is not responsible for the execution of services.
4. Subject to the provision regarding the assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
5. This agreement represents the complete agreement of the parties with regards to the subject matter and supersedes any prior understanding or agreements, oral or written.
6. No provision hereof or breach of any provision may be waived except by a written waiver, signed by the waiving party. No waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach.
7. The investor is solely responsible for his/her personal and verbal communication and commitment with the employee (s) and person associate advice of M/s Smart Money Financial Services. In this case, the proprietor will not be responsible and bound for the above said communication and commitment. In this regard, Investor can complaint within 7 days from the date of this agreement received but after the expiry of that period, the complaint is not acceptable.
8. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties Agreement, shall be governed by the Indian Laws and commercial practice of State of Madhya Pradesh.

***Important Note: Please read all clauses of the agreement carefully, after signing this document you will be legally bound towards M/s Smart Money Financial Services. PLEASE ATTACHED THE SELF ATTESTED PAN COPY AND ADDRESS PROOF.***

**I / We have read and understood the each and every clause of this agreement from page 1 - 9 . I /we have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure , mechanism for charging and payment of fee and all attachment received.**

**Agreed and Accepted**

**(please Signature below)**

**1. SERVICES OF THE ADVISOR**

Advisor shall provide the following services to the Client on an on-going basis:

- Assist in articulating your objectives and values. - Develop an Investment Statement in concert with your objective. - Investment recommendations on the fee based model. - Review the investment Plan with assessment of investment objective. - Provide estate planning guidance and assist in the implementation of any recommendations. if needed - Provide insurance advice, if needed. - Advice and recommendations in other areas of financial planning in which Advisor or Client identifies a need, if needed.

Services will start after receiving all the related documents. For this clause, the advisor holds the discretionary power to execute this clause.

**2. RESPONSIBILITY OF THE CLIENT**

The Client agrees to provide information regarding income, Investment, debt, investment goals and objective, emergency fund, financial dependency, and other pertinent matter as requested by the Smart Money from time to time. The Client also agrees to discuss current and projected future needs and goals candidly with Smart Money and to keep Smart Money informed of changes in the Client’s situation, needs and goals.

Although permitted to do so, Investment Advisor shall not be required to verify any information obtained from the Client, Client's Legal consultant, accountant or other advisors and is expressly authorized to assume the accuracy of information received from the Client. The investor will decide the deployment of fund in the market and responsibility of the market, investment, expense & Income ratio with debt and age will be the responsibility of the investor.

**3. IMPLEMENTATION**

The Client is free to obtain legal, accounting D-mat and insurance services from any professional sources to implement the recommendation and advice of investment advisor

**4. FEES TO ADVISOR**

The Advisory model of Smart Money is fee-based.

This Agreement will be reviewed at the end of the service period from the contract date. In addition to the investment advisory fee, M/s Smart Money does not accept any consideration, commissions, and any other fee from the customer.

**5. BASIS OF ADVICE**

The Advisor obtains information from a wide variety of publicly available sources and some of the private sources also. The recommendations developed by Advisor are based upon the professional judgment of the Advisor. The Advisor cannot and does not guarantee the results of its recommendations. The Client is solely responsible for electing to follow or not follow any information or recommendation or advice given by the Advisor.

**6. LEGAL AND ACCOUNTING SERVICES**

It is understood and agreed that advisor is not qualified to and will not render any legal advice nor prepare any legal documents for the

implementation of Client’s Investment Plan, Client agrees that his/her personal legal consultant or advocate shall be solely responsible for the rendering and/or preparation of the following:

- all legal advice; - all legal opinions and determinations and - all legal documents.

**7. TERMINATION**

A Client shall have the right at any time to terminate the Advisor's services upon written notice to the Advisor. Such termination shall not, however, relieve the Client of the obligation to pay for all services rendered on behalf of the Client prior to the date of such termination.

**8. REQUIRED DISCLOSURES**

- Neither Smart Money Investment Advisor nor its proprietor / employees / research analyst /any other associate will accept any liability for loss or damage as a result of trading in Equity / Commodity markets in any condition. - Please be fully informed regarding the risks and cost associated with trading the financial markets, it is one of the riskiest investment forms possible. - Equity Cash / Futures / Options /Commodity trading on margin

involve high risk, and are not suitable for all investors. - The trading pattern in the market is too risky and not advisable

for low or medium risky traders / investors. - The Client may lose part or full amount / invested capital any point of time. All services are final in nature; Smart Money has not a policy for the refund of the services fee amount. - Market is full risk; no one can give guaranty and surety for

returns on investment. - We are not portfolio managers, mutual fund managers /

distributors, and Stock brokers. - Smart Money never asks for details of your personal information like bank OTP, net banking password, De-matte account credentials, credit card details. It is an implied consent that the customer will not share his personal information with anyone, if he/she does so, his/her liability will be own. - We are not responsible for the execution and wrong interpretation of advice and recommendation, and/or other related issues. - Past performance does not guarantee future returns. For further terms and conditions, disclosure and disclaimer, the customer can visit the website - Every investment is subject to market risk and any investment made by the client can also run into losses and even become zero. - M/s Smart Money Financial Services, itself not involved in trading activities and does not have any relationship with the issuer of securities.

**9. RELATED PARTIES**

If this Agreement is between Advisor and related client (i.e. husband and wife, life partners, etc), Advisor's services shall be based upon the instructions communicated to Advisor by either of the related clients.

Advisor shall be permitted to rely upon instructions from either of the related clients. Advisor shall not be responsible for any claims or damages resulting from such reliance or from any change in the status of the relationship between the related clients.

**10. RESOLUTION**

In the service period, if any query and grievance will arise then the solution will be provided by the compliance team of Smart Money Financial Service. It is the client’s responsibility to provide details of their query and grievance without going on before of any competent authority.

**11. ARBITRATION**

Any controversy arising out or relating to any transaction or the construction, performance, or breach of this or any other agreement between the parties shall be settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996. Unless the arbitrator awards otherwise, each party shall be responsible for its own costs for discovery, if any, and its own Advocate's fees. All other costs of arbitration shall be divided equally by the parties. The arbitrator(s) shall have the authority to adjudicate the dispute and award compensatory damages. The decision of the arbitrator(s) rendered in accordance with this agreement shall be final and binding upon the parties to the extent of, and pursuant to, Indian law, and may be entered in Indore, Madhya Pradesh court of competent jurisdiction.

**12. COMMUNICATION**

The written communication is given priority and valid on the oral communication by any of representative, employee and officer of smart money financial services. If you need any clarification of any clause and point then contact on registered mail and contact number of smart money financial services. The Proprietor and investment adviser are not responsible for any personal communication.

**13. ASSIGNMENT**

Neither party hereto may assign, convey or otherwise transfer any of its rights, obligations, or interest herein without the prior express written consent of the other party.

**14. AGE AND FUND**

The client knows the age number and availability of fund. The disclosures are already provided by the smart money to the Client with the detailed investment suitability report. The client is very well aware of his age and fund. In case of any changes, the burden of inform to smart money is only the sole responsibility of the client. The Smart money and proprietor will not responsible for type liability (ies) which arise in the present and future. The Smart Money is neither responsible for any past investment of the client nor responsible for investments that will be made by the client after the expiration of the services period.

**15. Services and Service Duration**

The name and duration of services are mentioned on the invoices. For your every payment, an investment adviser will provide the digitally signed invoice to the client. This agreement will be applicable for all times of the service period, except in the event of cancellation and termination of the agreement. If any dispute arises between the parties in the future, this agreement will be given priority over all verbal and oral communication. Furthermore, any kind of verbal and oral communication made by an employee will be treated as void.

**16. SUBMISSION OF INCOME AND LIABILITY**

**PROOF:**

As per our mutual consent and under the scope of this agreement:

Yes, I will submit 3 months bank statement and/or income tax return as income proof along with loan statement for verification of information for financial liability, which I am providing to Smart Money Financial Services in this process.

No, I will not want to whole financial planning, e.g. mutual Fund, Insurnace, Bond, Estate, Sale and Purchase of Moveable Property, Tax and Will Matter and other aspects. So, I shall not deposit the proof Income and financial liability. I will take the responsibility of any regulatory action.

*(If you tick on yes then please send and attached the document with this agreement)*

**17. MISCELLANEOUS**

a) This agreement shall be applicable only to investment advice contained in the investment analysis, investment recommendation according to risk profile assessment of the Client and shall not relate to any advice given by any person or persons not specifically designated by advisor in writing or orally.

b) The advice and recommendations given to the Client are intended, strictly for Client’s benefit, and no other persons shall be entitled to rely on such information.

c) The Advisor is not responsible for the actions, omissions or insolvency of any agent, broker or independent contractor that is recommended to perform any action for the Client's account. The Advisor is not responsible for the execution of services.

d) Subject to the provision regarding the assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

e) This agreement represents the complete agreement of the parties with regards to the subject matter and supersedes any prior understanding or agreements, oral or written.

f) This Agreement may be amended or revised only by an instrument writing signed by the Client and by Investment Advisor.

g) No provision hereof or breach of any provision may be waived except by a written waiver, signed by the waiving party. No waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach.

h) Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation shall be ineffective only to the extent of such prohibition or lack of enforceability and shall not invalidate the remaining provisions hereof.

i) The investor is solely responsible for his/her personal and verbal communication and commitment with the employee (s) of M/s Smart Money Financial Services. In this case, the

proprietor will not be responsible and bound for the above said communication and commitment. In this regard, Investor can complaint within 7 days from the date of this agreement received but after the expiry of that period, the complaint is not acceptable.

j) In risk profile assessment, M/s Smart Money uses the Questionnaire method and this assessment is applicable throughout the service tenure and all types of services. The information is provided by the client at the time of risk profiling should true and correct. This is the sole liability of the client to provide the true and correct information when the information desired by the smart money at all points of the service period. If there is any change in the information, it will be the sole responsibility of the client to inform it, and for this, the time period has been fixed for 7 days. The execution of services will accord asset allocation which is provided and explained by the Smart Money. The smart money does not have the liability of execution and not tie-up with any execution services provider.

k) The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties Agreement, shall be governed by the Indian Laws and commercial practise of State of Madhya Pradesh.

Agreed and Accepted

Name: Sonu Jaiswal Smart Money Financial Services

Investment Advisor

Date: 03/02/2020 Date: 03/02/2020 Place: Deoria Place: Indore

**Certified Copy of PAN is attached.**

**Name: \_\_\_\_\_\_\_\_\_\_\_**  Smart Money Financial Services

**Date: DD-MM-YYYY**

**Place:\_\_\_\_\_\_\_\_\_\_\_\_\_**  Place: Indore

**Schedule – I**

**Fee Structure**

|  |  |  |
| --- | --- | --- |
| **SR. No.**  | **Name of Services**  | **Half Yearly (Rs.)**  |
| **1** | **Equity Cash**  | **62500** |
| **2** | **Option**  | **62500** |
| **3** | **Future**  | **62500** |
| **4** | **Commodity**  | **62500** |

**(The Amount of GST is not included in the fee amount, services fee exclusive GST Amount)**