**Agreement between Trade Nexa Research Investment Adviser and Client**

This agreement is between Trade Nexa Research Investment Advisor (hereby referred to as IA) and (name of client) client which is entered into -----

**Place you photo here**

Following are the primary details related to client’s services

Name of Client:

Father / Spouse Name:

PAN Number:

Services opted:

Scope of Services:

Risk Appetite:

Fees Specified under IA Regulation: IA can charge a maximum amount of Rs 1, 25,000 pa from a client

Fees Charged from client:

Validity of services: Although maximum services are offered for 90 days but looking at the convenience of the client services can be offered for 2 days to 15 days. Renewal of services shall be offered to the client subject to client’s affirmation. Post services are expired, fresh services can be offered.

Service duration:

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

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

(a) Voluntary / mandatory termination by the Investment Adviser.

(b) Voluntary / mandatory termination by the client.

(c) Suspension/Cancellation of registration of Investment Adviser by SEBI.

(d) Any other action taken by other regulatory body/ Government authority.

3. Implications of Amendments and termination: If client do not wish to continue services of IA, he/she can do so by giving us confirmation in writing. Upon receiving written consent from client, fees for any unexpired period will be refunded. However no refund shall be made for the period for which client has utilized the services.

4. Investment Adviser engaged in other activities: IA is not engaged in any other activities other than providing Investment Advice.

5. In case of Investment Adviser who are individuals:

a. IA is not providing any distribution services.

b. None of the family member of IA is providing distribution services to the client for securities and investment products.

c. IA is not providing investment advisory services, for securities and investment products to the client who is receiving distribution services from other family members;

6. Representation to client: The investment adviser ensures that it will 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.

7. No right to seek Power of Attorney: The Investment Adviser will not seek any power of attorney or authorizations from its clients for implementation of investment advice.

8. No conflict of interest: The Investment Adviser will 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

9. Maintenance of accounts and confidentiality: Investment Adviser is responsible for maintenance of client accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

10. Liability of Investment Adviser- 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 underperformance of the securities/funds or any other market conditions.

11.Representations and covenants: Adequate and appropriate representations about qualifications of the adviser, principal officer, persons associated with the investment advice, receipt of all applicable approvals and consents (from regulatory / statutory bodies, third party consents, corporate approvals etc.) and covenant has been maintained throughout the validity of advisory service.

12. Terms of Fees and Billing:

* The quantum and manner of payment of fees shall be as per the consent of client
* The fees shall be determined as per the fees mentioned in website
* Yes the payment for services will be made in advance and the pro rata services will be rendered as per the amount paid by client
* Invoice will be generated for every payment made by the client however such invoice shall be sent to the client after payment has been made.
* Periodicity of billing with clear date and service period is available in Invoice
* The payment of fees will be accepted only through traceable bank accounts/DD/crossed cheque/ NEFT/RTGS/IMPS/UPI .No cash amount will be accepted from the client
* Fee schedule for the client

|  |  |  |
| --- | --- | --- |
| Date of Payment | Fees paid by client | Duration |
|  |  |  |

13. Death or Disability of client: In case of death/disability of client, the service shall be terminated by IA and any unutilized service amount will be refunded or such services shall be rendered to client’s nominee upon receiving written consent from client’s successor. However continuation of services will be effected subject to a fresh agreement between IA and clients nominee.

14. Death or Disability of investment adviser: IA hereby appoints Mr. Yogesh Lalwani as its Obligor. In case of death/disability of IA(Proprietor Mrs. Minakshi Asavani ), Mr Yogesh Lalwani shall take all the decisions to ensure protection of client’s interest and redressal of clients complaints. The required details of Obligor is as follows

Name: Mr. Yogesh Lalwani

PAN: AKJPL9561E

Contact Number: 8209826820

Obligor shall have following responsibilities including but not limited to

(a) Giving notice to all clients of the occurrence of the eventuality and confirmation of having taken charge over by the Obligor

(b) Settlement of account with the client (fees payable and/or fees refundable),

(c) Completion of transition of any outstanding business to another duly registered investment adviser,

(d) redressal of any outstanding or new disputes / claims of clients.

15. Settlement of disputes and provision for arbitration: IA ensures that it will take adequate provisions to cover protection of acts done in good faith as well as for dispute resolution mechanism including arbitration that may be specified under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

16. Adherence to grievance redressal timelines: Investment Adviser ensures that it shall be responsible to resolve the grievances within the timelines specified under SEBI circulars. In case of any severability, 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

17. 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 take reasonable steps to minimize service interruptions but shall have no liability with respect thereto

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

Declaration from IA:

* Investment Adviser shall neither render any investment advice nor charge any fee until the client has signed this agreement.
* Investment Adviser 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.
* 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.
* Investment Adviser complies with the SEBI (IA) regulation 2013 and its amendments, circular etc
* Proprietor complies with the eligibility criteria of being NISM qualified at all times during the period
* Risk assessment procedure of client including their risk capacity and suitability assessment is being followed at all times during the period.
* Maintenance of records i.e. client-wise KYC, risk assessment, terms and conditions document, related books of accounts and a register containing list of clients along with dated investment advice and its rationale in compliance with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
* The Investment Adviser to clearly declare that it is carrying on its activities independently, at an arms-length basis with its related parties
* Audit shall be conducted annually as per the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.
* Undertaking 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.
* Types of securities under which Investment Advice would be provided are Equity, Derivative and commodity.
* Particulars regarding financial plan or model or strategy as agreed with the client (based on the risk profiling conducted for the client, total AUA of the client and time period for deployment) although currently no services are provided
* Tax related aspects pertaining to investment advice and as applicable on the investment adviser’s fee although currently no such information is being provided

**Risk Factors**

|  |  |  |
| --- | --- | --- |
| **Sr. No** | **Product** | **Risk Classification** |
| 1 | Cash Basic | Medium |
| 2 | Option Basic | Medium |
| 3 | Cash Premium | Medium |
| 4 | Option Premium | Medium |
| 5 | Index Future | High |
| 6 | Index Option Basic | High |
| 7 | Future Premium | High |
| 8 | Future Supreme | High |
| 9 | Index Option Supreme | High |
| 10 | Future Basic | High |
| 11 | Option Supreme | High |
| 12 | Cash Supreme | High |
| 13 | Index Option Premium | High |

Date:

Signature IA

Terms and Conditions of this agreement:

1. Appointment of the Investment Adviser: In accordance with the applicable laws, I hereby appoints, entirely at my risk, the Investment Adviser to provide the required services 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
2. I have read and understood the terms and conditions of Investment Advisory services provided by the Investment Adviser along with the fee structure and mechanism for charging and payment of fee.
3. Based on our written request to the Investment Adviser, an opportunity was provided by the Investment Adviser to ask questions and interact with ‘person(s) associated with the investment advice

This is our standard client agreement upon which we intend to rely, for your own benefit and protection you should read the term of this agreement, disclosures, disclaimer and term and conditions carefully before signing. As by signing you consent to the terms contained. I/we understand and consent to the above terms and I hereby authorize Trade Nexa Research Investment Advisor to my investment adviser. The Liabilities and responsibilities of Trade Nexa Research Investment Advisory will be limited to its service provided. I/we read and understand all the above said documents. I/we agree that the client agreement will come into effect from the date of issue

I know and agree on the Risk profile, Risk Score and Risk Assessment report.

I know and agree the risk involved in the market.

I know and agree on that the risk nature of services.

I know and agree to comply of SEBI (Investment Adviser) Regulations, 2013 and other applicable provisions, Regulations and Ac

Date:

Place:

Client Signature: