

FRANKING /STAMP PAPER OF RS 600/-

AGREEMENT FOR INVESTMENT ADVISORY SERVICES

- A. **PARTIES** : This Agreement is made between _____
_____,
herein referred to as the “**Client**” (which term include his/ her heirs, assignees, representatives or any other authorized person) whose principal residence/ office is at _____
_____ and **BM Fiscal Point Advisors Pvt Ltd** (CIN U65923PN2013PTC148748) herein referred to as the “**Adviser**” (which term includes its heirs, assignees, employees, representatives or any other authorized person), whose office is located at Gulmohar, Plot No 5, S.No 15-A, Someshwarwadi, Next to Hotel Rajwada, Pashan, Pune 411045, India.
- B. **INTENT** : The “Adviser” is a registered entity providing advisory, distribution and execution services for wealth management and Investment products. The “Client” agrees to hire the “Adviser” to provide the “Client” with Investment Advisory services. The services shall be provided by the ‘BM Fiscal Point Advisors Pvt Ltd - Investment Advisers Divison’ of the “Adviser”. Both parties agree to be legally bound by this agreement.
- C. **SERVICES** : The “Adviser” shall review the “Client’s” present financial situation based on the information provided by the “Client” and provide advisory services, recommendations covering the “Client’s” personal financial and investment needs. The “Adviser” provides investment execution services through a separately identified execution division – ‘BM Fiscal Point Advisors Pvt Ltd- Distribution Division’, however the “Client“ is under no obligation to avail the distribution and/ or execution services offered by the “Adviser”.
- D. **THE “CLIENT” UNDERTAKING:**
- a. The “Client” agrees to provide directly/ indirectly current and accurate information to the “Adviser” concerning the services (listed in Schedule A) to be availed by the “Client”. Such information required may include the Client’s network, income, expenses, tax situation and estate planning, financial goals.
 - b. The “Client” agrees to inform the “Adviser”, in writing, of any change in the “Client’s address, contact details , financial situation, needs and goals” at the earliest opportunity.
 - c. The “Client” has the experience and understands the risks involved in investments and related transactions. In cases, where client has any concern, insufficient knowledge or experience regarding some advice, investment product and /or transaction, he/ she will share the information, with the “Adviser” in writing, promptly.

- d. The "Client" acknowledge that the purchase prices and redemption prices are subject to market, currency, economic, political and business risks and that the prices quoted by the "Adviser" are only indicative and not conclusive. The "Adviser" shall not be held responsible for the losses incurred on the investments made on its recommendations.
- e. The "Adviser" shall be safeguarded against any claim made on it for missed opportunities for investment gains on account of any reason determinable.
- f. The "Adviser" shall not be responsible for those omissions and commissions by any third party including those recommended by it or those over whom it has no control including asset management companies, advisers, brokers and vendors.
- g. The "Client" agrees to pay applicable advisory fee as communicated by the "Adviser" within two weeks of the receipt of the invoice. If the "Client" fails to pay, then the "Adviser" may discontinue services until further notice.

E. THE "ADVISER" UNDERTAKINGS:

- a. The "Adviser" is registered with Securities and Exchange Board of India (SEBI) under the Investment Advisers Regulations, 2013 and bound by the provisions of the regulations. The registration number of the "Adviser" is **INA000007182 and it is valid until 5th March, 2022.**
- b. The "Adviser" has the necessary experience, knowledge and personnel to provide the services to the "Client" as outlined in this agreement. The "Adviser" shall act in fiduciary capacity to the "Client" and exercise good faith and diligence in the execution of its duties.
- c. The "Adviser" shall put forth investment policy statement for the "Client" based on the client's objectives, needs and risk profile. Any recommendations from "Adviser" shall be based on the mutually agreed upon investment policy statement. The objectives, needs and risk profile shall be reviewed at least once a year.
- d. The "Adviser" while providing investment advice shall make adequate disclosure to the "Client" of all material facts relating to the key features of the products/ securities including performance track record. The "Adviser" shall specifically draw the "Client's" attention towards warnings, disclaimers in documents, advertising material related to its investment advice.
- e. The "Adviser" shall consider the "Client" experience, knowledge, investment policy statement, risk appetite and capacity before recommending a complex financial product .
- f. The "Adviser" may hold recommended products in its own account from time to time. The "Adviser" shall not enter into a transaction on its own account for a new investment recommendation until twenty four hours of the first communication sent to any of the "Client". The "Adviser" shall also not enter into transaction on its own account, which is contrary to its advise given to clients for a period of fifteen days from the day of such advise. The holding information of the "Adviser" is on file and shall be displayed on the "Adviser's" website - www.bmfpa.com.
- g. The "Adviser" shall not act on its own account, knowingly to sell securities or investment products to or purchases securities or investment product from the "Client".
- h. The "Adviser", to the best of its ability, shall disclose conflict of interest promptly to the "Client." The conflict, actual or potential, may pertain to association with any issuer of product/ securities ,including any material information or facts that might compromise the "Adviser" objectivity or independence in the carrying of investment services.
- i. The "Adviser" represents and warrants that it's fees shall be reasonable and shall comply with all applicable laws and regulations.

- j. The "Adviser" shall maintain all records pertaining to Know Your Client (KYC), Risk Profiling, Financial Planning, Suitability Assessment, Agreements, Investment Advice, Statements and relevant documents in electronic and/ or physical form while the "Client" is active and for a period of five years after the "Client" disengages with the "Adviser".
- F. **COMMUNICATION:** THE "Client" shall have access to contact of the "Adviser" for prompt and regular communication. The "Adviser" has also setup dedicated email addresses for specific purposes as given below
- a. **ujwal@bmfpa.com** – Copies may be marked to this email address for immediate attention of the Director.
 - b. **contactus@bmfpa.com** –Copies may be marked to this email address for any general communication to the "Adviser" related to any matter.
 - c. **support@bmfpa.com** -Copies may be marked to this email address for any grievances.
- G. **REDRESSAL:** Any client grievances shall be responded within two working days of receipt. Resolution, appropriate and to client's satisfaction shall be provided as soon as possible depending upon the nature of the grievance.
- H. **CONFIDENTIALITY:** All information and advice furnished by either party to the other hereunder including respective agents and employees shall be treated with the "confidential", The "Adviser" shall limit its disclosure of the confidential information to its employees within organization with the legitimate need to know about work undertaken on the "Client's" engagement in order to accomplish the purpose of this Agreement. After consultation with the "Client" the "Adviser" reserves the right to disclose or report personal information in limited circumstance where it believes in good faith that disclosure is required under law, to co-operate with regulators or law enforcement authorities.
- I. **FEES:** The revenue generated by the "Adviser" consists of advisory fee charged directly to the "Client". The specific details of Fees and charges are set forth in **Schedule A**.
- J. **TERM & TERMINATION:**
- a. This Agreement shall remain in force until terminated by the "Client" or the "Adviser" as per clause (b) below. Any changes in the terms and conditions shall be either updated through an addendum or through a new agreement.
 - b. This agreement may be terminated at any time, by either the "Client" or the "Adviser", for any reason, upon 30 days written notice to the other party of its intention to do so.
 - c. Notwithstanding clause (a) and (b) above, either party shall have the right any time to give immediate notice, in writing, to the other party in case of breach of any terms and conditions in this agreement and failure to remedy the same by the defaulting party.
 - d. Termination of this agreement will not however affect the liabilities or obligation of the parties under this agreement with respect to transactions prior to such termination.
 - e. The "Client" agrees to pay the "Adviser" all fees due, prorated till date of termination.
- K. **ASSIGNMENT :** Neither the "Adviser" nor the "Client" shall assign or otherwise transfer the rights under this agreement without written consent of the other.

L. GENERAL PROVISIONS :

- a. **INDEMNITY** : The "Client" hereby agrees to indemnify and hold harmless the "Adviser" from and against any liability of any nature whatsoever arising out of or in connection with the "Client's" breach or of the representation herein contained.
- b. **GOVERNING LAW AND JURISDICTION** : This agreement shall be construed in accordance with the laws of India. The courts of the State of Maharashtra, India alone and no other courts shall have the jurisdiction to entertain and try any dispute arising out of matters relating to the agreement.

The "Client" and The "Adviser" have executed this agreement on this _____ day of _____ Two Thousand _____.

THE "CLIENT"

Sole/ First Holder

Name :

Signature :

Joint Holder

Name:

Signature

THE "ADVISER"

For BM FISCAL POINT ADVISORS PVT LTD

Signature :

UJWAL MADHUKAR MARATHE

Advisor/ Director

Witness 1.

Name :

Address :

Signature :

Witness 2.

Name:

Address:

Signature :

Date : _____

Place : _____

BM FISCAL POINT ADVISORS PVT LTD

Schedule A – Service Listing & Fees

CLIENT : _____

APPLICABLE SERVICE – Investment Advisory

This agreement covers only the Advisory Service. Please note that “Adviser” provides investment execution service through its separate identifiable Distribution division – “BM Fiscal Point Advisors Pvt Ltd – Execution Division”. However the “Client” is under no obligation to avail the distribution and/ or execution services offered by the “Adviser”.

The Service Listing and Fees applicable to the “Client” are as below :

SERVICE LISTING

A .**Investment Advisory** – The “Adviser” builds and monitors a personalized investment plan that can integrate all important asset classes. The “Client’s” investment plan is created in line with the asset allocation, risk tolerance , investment policy objective and holding period. The services included are :

- Financial Health checks that analyse and assess the “Client’s” investments and financial situation. Based on the risk profile investment policy objectives are outlined.
- Asset Allocation as per the risk profile , assets, market valuation and other parameters of the “Client”.
- Advice on the following asset classes
 - i. **Fixed Income Instruments** : Advice on Bank and Company Fixed Deposits, Fixed Maturity Plans, Debentures and Bonds, Provident Fund and Post Office Saving Schemes etc.
 - ii. **Mutual Funds**: Advice on mutual fund investment plans covering both equity and debt mutual funds. Direct plans are preferred and advised wherever available.
 - iii. **Direct Equity** : Research based buy and hold value investment plan covering Large, Mid and Small caps from in-house coverage list of stocks. Includes investment advice on IPO’s and third party Discretionary PMS services
 - iv. **International Investment** : offshore Investments.
 - v. **Precious Metals**: Investment through ETFs and in electronic form.
 - vi. **Alternative Investments**: Private Equity, Real estate funds and structured products.
 - vii. **Life and General insurance product**: Insurance Advisory on a wider range of service providers.

B. **Engagement & Reporting** – The services included are:

- Welcome Messages/ Call for all new clients within 30 days of registration.
- Investment summary report through a unique user ID and password provided to the client to access his investment account or in case such user ID or password is not provided then a summary of investments along with personally relevant notes to be provided by the 15th of every month, if execution is done through the “Adviser” Investment summary report shall be provided every quarter (subject to receiving the data from the “Client”), if execution is not done through the “Adviser”.
- Updated model asset allocation for the “Client’s” risk profile periodically as recommended by Research
- One on one meeting with the “Adviser” periodically to review the progress.

- One on one meeting with the “Adviser” based on personal requirements.
- Online access providing consolidated view of all investments past and present.
- Record of meetings and interactions with the “Client” to ensure continuity.

FEES

- A. One Time Sign up Fee (only for New Clients)- Rs NIL
- B. Investment Advisory (Annual)

Billed Assets	Fee
On Mutual Fund Products	% p.a.
On advice for Stocks	% p.a.
On Other Financial Products	% p.a.

- ‘Billed Assets’ include the Financial Assets on which Billing is applicable. In case, the “Client” is not executing with the “Adviser” there will be a written agreement on the assets the “Adviser” will be advising and billing on.
- Investment Advisory Fee is applied quarterly on the average billed Assets Under Advice (AUA) for a quarter. The “Adviser” may classify assets as non-billed depending upon the lock -in period, built -in charges and liquidity purpose.
- The “Adviser” requires all clients who voluntarily opt for its distribution and execution services to open various trading and execution accounts like wrap accounts. There may be other direct/ indirect charges, e.g., account opening charges, wrap admin fee (Platform charges), transaction fee that may be levied by product manufacturers and platform providers separately. The advisory fee shown above does not include such charges payable to third parties and need to be paid by the “Client” directly, as per the Investment Advisers 2013 Regulations. The “Adviser” makes full disclosure of the information available with it on the applicable product and platform charges.
- The outstanding fee is calculated every 3 months at the end of every calendar quarter and is due for payment immediately.
- The “Adviser” may deduct, part or whole of the outstanding fee, directly at regular intervals through the investment accounts. Wherever an investment account implements the direct deduction mechanism, the “Client” will provide and sign separate authorization during the account opening procedures of that investment account.
- Taxes such as Goods & Service Tax, Securities Transaction Tax etc. and duties such as Stamp Duty etc. are extra at applicable rates.

C. Success Fee –NIL

CLIENT

ADVISER

Sole/ First Holder

For BM Fiscal Point Advisors Pvt Ltd

Joint Holder

Ujwal Madhukar Marathe

Advisor/ Director