Steps & instructions for signing the advisory agreement

- ✓ Read all the terms and conditions given in the advisory agreement.
- ✓ Sign and mention date at the end of each page.
- ✓ Take a picture/scan of the signed advisory agreement.
- ✓ Email us the signed copy of advisory agreement on support@equitywisdom.in
- ✓ After mailing the advisory agreement. Pay the advisory fees through RTGS / NEFT / IMPS / Cheque Deposit

Bank Details for Payment of Advisory Fees

Party: Equity Wisdom Investment Research
Bank: HDFC Bank
A/C Number: 50200049618566
IFSC: HDFC0001731

Customer Support - +91-720-615-7817; support@equitywisdom.in

equitywisdom@paytm - UPI ID

Scan this QR to Pay

Pay with any UPI App

Bhim
Phonepe
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Amazon Pay
Paytm
Bharatpe
etc

www.equitywisdom.in
support@equitywisdom.in
+91-720-615-7817

Investment Advisory Agreement (Terms & Conditions)

Appointment of Equity Wisdom Investment Research (EWIR) as Investment Adviser

I hereby appoint, entirely at my/its own risk, M/S Equity Wisdom Investment Research (Principal Officer – Ankit Banga) to provide investment advisory 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.

Declaration by client

"I / We have read and understood the terms and conditions of Investment Advisory services provided by EWIR along with the fee structure and mechanism for charging and payment of fee.

Based on my/our request to EWIR, an opportunity was provided by the Investment Adviser to ask questions and interact with 'person(s) associated with the investment advice'".

"I / We confirm that risk profiling exercise was carried out by the investment adviser. "

"I / We agree to my/our risk profile assessed by the investment adviser. If I / We take any investment decision which is contrary to my / our risk profile, I / We will be responsible for it. "

Declaration by Equity Wisdom Investment Research (EWIR)

We shall neither render any investment advice nor charge any fee until the client has signed this agreement**.**

We shall not manage funds and securities on behalf of the client and that we shall only receive such sums of monies from the client as are necessary to discharge the client's liability towards fees owed to us.

We shall not, in the course of performing our 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.

As per SEBI Circular (SEBI/HO/IMD/DF1/CIR/P/2020/182) an investment adviser can charge fees from the client in either of the modes

(a) Asset under Advise (AUA) mode – maximum 2.5 percent of AUA per annum per client across all services offered by investment adviser.
(b) Fixed Fees Mode – maximum INR 1,25,000 per annum per client across all services offered by investment adviser

Equity Wisdom Investment Research follows the fixed fees mode only. We have only two subscription plans (a) 3 months plan with fixed fees of INR 7,499 (b) 6 months plan with fixed fees of INR 9,999 only.

Date:
Client's Signature: _____

Scope of services

EWIR provides investment/trading advice in following products only – stocks listed / in the process of listing (IPO), Index/Stock derivatives (Future & Options), Exchange Traded Funds, Mutual Funds (only advising suitable mutual funds to invest, not involved in distribution)

Functions of Equity Wisdom Investment Research

Functions, obligations, duties and responsibilities of EWIR (including principal officer and all persons associated with the investment advice):

(a) M/S Equity Wisdom Investment Research through its principal officer – Ankit Banga is registered with SEBI as an Investment Adviser, and is bound to comply with the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 and its amendments, rules, circulars and notifications.
(b) It is the responsibility of principal officer to comply with the eligibility criteria, as specified under the Investment Advisers Regulations, at all times.
(c) It is the responsibility of Principal Officer to perform risk assessment procedure of client including their risk capacity and risk aversion.
(d) It is the responsibility of principal officer to provide reports to clients on potential and current investments.
(e) It is the responsibility of principal officer to maintain records i.e. client-wise KYC, risk assessment, analysis reports of investment advice and suitability, 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.
(f) As per SEBI regulations, IA shall ensure that annual audit in respect of compliance of SEBI (Investment Advisers) Regulations, 2013 and circulars issued there under is conducted. The audit shall be completed within six months from the end of each financial year.
(g) EWIR through its principal officer gives the 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.

Investment objective and guidelines

(a) Investment advice will be provided only in equities, derivatives, mutual funds (direct plans only) subject to client's risk profile.
(b) EWIR hereby declares, that it will only recommend direct schemes (subject to client specifications / restrictions on investments, if any.)
(c) Particulars regarding financial plan or model or strategy will be based on client's risk profile as assessed by risk profiling exercise.
(d) Client will consult his/her tax advisor/CA for tax related aspects pertaining to investment advice and as applicable on the investment adviser's fee.

Risk Factors

Investing in equities is subject to market risks, in spite of all the research work, there is no guarantee or assurance that the investment objective will be achieved. Clients shall ensure that they fully understand the risks involved in investment in equities.

Date:
Client's Signature: _____

Validity of advisory services

Advisory services will be provided as per the subscription plan chosen by the client, i.e., 3 months or 6 months. Renewing the plan after expiry of tenure is solely at the discretion of client.

Amendments

This agreement may be amended by mutual written consent of the client and EWIR.

Termination

This Agreement may be terminated under the following circumstances,

(a) Voluntary / mandatory termination by EWIR.
(b) Voluntary / mandatory termination by the client.
(c) Suspension/Cancellation of registration of principal officer of EWIR by SEBI.
(d) Any other action taken by other regulatory body/ government authority.

In case of a voluntary termination of the agreement, **the client would be required to give a 30 days prior written notice** while EWIR would be required to give a 30 days prior written notice.

In case of suspension of the certificate of registration of principal officer of EWIR, the client will be provided with the option to terminate the agreement.

Implications of Amendments and termination

In the event of pre-mature termination of the advisory services, in terms of agreement, the client shall be refunded the fees for unexpired period. However, EWIR will retain a minimum breakage of one quarter fee, i.e., INR 7,499

Relationship with related parties (Disclosure)

Equity Wisdom Investment Research is carrying on its activities independently, and it doesn't have any related parties, or conflicts of interest.

Representations by Equity Wisdom Investment Adviser

(a) EWIR hereby gives the undertaking that it will not provide any distribution services.

(b) EWIR hereby gives the undertaking that the family of its principal officer will not provide distribution services to the client advised by EWIR, for securities and investment products.

(c) EWIR hereby gives the undertaking that it will not provide investment advisory services, for securities and investment products, to a client who is receiving distribution services from other family members, if any.

No right to seek Power of Attorney

EWIR hereby declares that it will not seek any power of attorney or authorizations from its clients for implementation of investment advice.

No conflict of interest

EWIR hereby declares that it 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.

Date:
Client's Signature: _____

Maintenance of accounts and confidentiality

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

Liability of Equity Wisdom Investment Research, its principal officer, & employees

Neither Equity Wisdom Investment Research, nor its principal officer, & employees will 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.

Representations and Covenants

It is hereby declared that the principal officer of Equity Wisdom Investment Research fulfils the qualification, experience and other eligibility criteria as mandated by SEBI (Investment Advisers) Regulations. Principal Officer has received all applicable approvals to provide investment advisory services. Principal Officer will ensure that he fulfils all the eligibility criteria throughout the validity of advisory services

Death or Disability of client

In the event of death of a client, advisory services agreement will stand terminated. No claim for any refund of advisory fees will be entertained.

Death or Disability of Investment adviser

In the event of investment adviser's death/disability, his legal heir will settle the claims/account of advisory clients.

Following steps will be taken by the legal heir within six months from the occurrence of the unfortunate event.

1. Notice of the event will be given to all clients.
2. As per the terms of agreement, the client shall be refunded the fees for unexpired period. However, EWIR will retain a minimum breakage of one quarter fee, i.e., INR 7,499
3. Advisory services agreement will stand terminated. No advisory services will be provided by any representative of principal officer.
4. Courts of Haryana will have exclusive jurisdiction for any new/ outstanding dispute/ claims of clients.

Name of Legal Heir – Sh. Mahesh Banga
PAN – ABHPB0727F
Contact Details – +91-7206157817; support@equitywisdom.in

Settlement of disputes and provision for arbitration

All disputes are subject to the jurisdiction of the courts of Haryana.

Grievance redressal timelines

All the grievances will be resolved within the timelines specified under SEBI circulars.

Date:
Client's Signature: _____

Severability

If any 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.

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

Miscellaneous.

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

Terms of fees and billing

(a) Clients have the option to choose either of the two subscription plans – 3 months, or 6 months. Fees will be paid in advance through NEFT / RTGS / IMPS / UPI / Cheque. In any case fees will not be accepted in cash or cash deposited in bank.
(b) As the name implies, in 3/6 months plan investment advisory services will be provided for 3/6 months, respectively, from the date of payment of fees by the client.
(c) As a proof of payment client will be provided with an invoice.

Date:
Client's Signature: _____