

This agreement made at Delhi, this _____ day of _____, 20__ between

M/s. **Elite Wealth Advisors Ltd.**, a Company registered in India under the Companies Act, 1956, and having its registered office at **S-8, DDA Shopping Complex, Mayur Vihar, Phase 1, Delhi: 110091** (hereinafter referred to as 'The IFA') which expression shall, unless it be repugnant to the context or meaning thereof, mean and include, its successors and permitted assigns), of the FIRST PART

AND

Mr./Ms. _____, Indian Inhabitant/s / Non Resident Indian/s, currently residing at _____ (hereinafter referred to as 'The INVESTOR'), which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her or their respective heirs, executors, administrators and permitted assigns, of the OTHER PART

WHEREAS

1. The IFA is in the business of providing their clients with investment opportunities through Mutual Funds, Insurance Companies and other financial investment opportunities available in the primary and secondary markets
2. The IFA is offering the Investor, through its website, the facility to access the websites of various Asset Management Companies, Insurance Companies and Other Entities offering Investment products (hereinafter referred to as 'the Investee') wherein the Investor may be allowed to make investments and/or subscribe to various schemes.
3. The IFA is also offering, through its website, the Investor the facility to access the websites of various Banks to enable the Investor to make online payments for investment purposes.
4. The Investors are clients of the IFA and who have expressed their desire to avail of the aforesaid facilities provided by the IFA.
5. The Investor is desirous of availing this facility offered by Company on the terms and conditions stated hereinafter
6. The parties hereto are desirous of recording the terms and conditions of their agreement in writing.

Now these presents witnesseth and the parties hereto agree as follows:

1. **Date of Commencement:** This Agreement shall be deemed to commence on and from the date of execution of these presents and shall remain in force until determined as provided for in this agreement.
2. **Services Offered:**
 - o The IFA shall upon the Investor registering with the IFA, provide the Investor with an unique ID and Password to enable the Investor to access the Member services provided on the website of the IFA. The Investor shall be provided with the facility to change the Password in the area provided in the website: www.elitestock.com. The Investor shall ensure that the Password which enables access to the various Member services shall be kept secret and not revealed to anybody else without exception.
 - o Upon successfully logging in, the Investor shall be allowed access to the member Services of the IFA's website wherein the Investor shall inter alia, be provided with links to the

websites of the various Investees and Banks where the Investor shall be allowed to invest directly with the Investee.

- o The IFA may inter alia, provide general information regarding the Financial and Capital Markets which will be accessible by the Investor.
- o The IFA shall obtain the feeds from the Investees or their Agents and may provide statements of the investments of the Investor as per the formats designed by the IFA from time to time.
- o The IFA may provide Comparisons between the schemes of the various Investees and may also provide their recommendations for investing in the schemes of the various Investees.
- o The IFA may at its discretion offer the Investors and registered users various other services which the IFA may design from time to time.
- o The IFA reserves the right to alter, suspend, limit or withdraw any or all of the services available on the IFA's website in respect of one or all users at any time with prior notice of one working day.
- o The IFA may offer the Investor the facility to use the Payment Gateway available to the IFA, to enable the Investor to make payments towards the investments with the Investee. The charges for the facility to use the Payment Gateway shall be borne by the Investor and shall be as decided by the IFA and communicated to the Investor from time to time. Currently, the IFA has entered into an agreement with RBI approved Payment Gateway.
- o The date, time, value and other matters displayed on the confirmation screen provided by the Investee's website and registered in the database of the Investee or their Agents shall be final and the same shall be binding on the Investor.

2. Disclaimers:

- o The IFA has provided links to third party websites merely as a matter of convenience, and does not monitor and shall not be responsible for the content, quality and accessibility of sites accessed through such links. The IFA shall not be responsible for any matter or dispute arising between the Investor and the third party websites under any circumstances whatsoever.
- o The Investor shall be responsible for all personal and other data provided by them to the IFA or the Investee through the IFA's Websites. The IFA shall not be responsible for any leakage or disclosure of such information provided by the Investor to the Investee's websites either during the currency of these presents or at anytime thereafter.
- o The IFA shall Endeavour to secure the contents of the IFA's website against unauthorised access by deploying reasonable and commercially justifiable security measures. the IFA accepts no liability for any claims arising out of unauthorised access to their website , whether attributable to the negligence of the investor or not except by the proven malicious or mala fide act of any employee(s) of the Company.
- o In spite of the best efforts of the IFA to keep the IFA's website online at all times, access to the same may be restricted, inaccessible or unavailable to the Investor for various reasons for different periods of time. The IFA shall not be liable for any losses incurred by the Investor, notional or otherwise, attributable to such restrictions, inaccessibility or unavailability.

- o The responses for certain services shall be through Email. The investor confirms that he is aware that email messages can be intercepted without authorization while in transit or while in the mailbox of the recipient. The IFA shall not be liable for such unauthorised interception or access under any circumstances whatsoever.
 - o The IFA shall endeavour to keep information provided on the IFA's website current and accurate on a "best effort" basis. However, the IFA makes no warranties as to the currency or accuracy of the data available on its website and shall not be liable for any losses incurred by the Investor in this regard under any circumstances whatsoever.
 - o The IFA strongly recommends that investment and transaction decisions be based on the physical form which inter alia include copies of the statements, information, literature and/or other material etc and investors should not base their investment and transaction decisions only on the data available on the Investee website(s). All investments must be carried out by Investors after careful perusal of the offer document and risk factors associated with each Scheme. The IFA shall not be liable for any losses incurred by the Investor arising from information provided by the AMC on their websites or in the physical form.
 - o The IFA shall not be responsible for providing acknowledgements for the investments made by the Investor on the Investee's websites and the Investor is advised to keep a printed copy of the receipt provided on the Investee's website for future reference.
2. **Transaction Rights of Investors:** The IFA confirms that there shall be no restrictions on the Investor for transacting directly with the AMC without recourse to the Distributor at any time under the folio(s) tagged with the IFA's broker code with the Investee. The Investor shall also have the option to apply for Units in single name of anyone or more names of the joint account holders of the designated bank account subject to the terms and conditions of the relevant SID. The IFA also agrees to the disclosure of the Commission details as per SEBI circular dated 30th June, 2009;
3. **Representations By Investor:**
- o The Investor agrees that the Investor shall not, under any circumstances hold the IFA responsible for any data loss, or leakage of data, information or passwords of the Investor provided the same is not caused due to the negligence of the IFA.
 - o The Investor acknowledges that the consolidated holding statement provided by the IFA is based on the feeds received from the Investee or their Agents and shall not hold the IFA responsible or liable for any errors in the consolidated holding statement.
 - o The Investor shall neither hold the IFA responsible or liable for any damages caused due to the Investment decisions made by the Investor based on the recommendations / advice offered by the IFA.
 - o The Investor shall at all times be bound by the terms and conditions as laid down by the IFA and published on their website from time to time with regards the number of transactions, transaction charges, cut off times for transactions, etc. The Investor hereby confirms that he is aware that the cut-off timing mentioned on the Investee Websites may be prior to the statutory cut-off timing specified under SEBI Regulations and the SID/SAI for operational convenience;
 - o The Investor is aware that the IFA has entered into various agreements with various Third Party Service Providers to enable the Investor to execute the transactions smoothly, copies

of which will be provided to the Investor and hereby undertakes not to commit any act which would violate the agreement executed by the IFA with any Third Party Service Provider and also confirms that he shall be responsible for any breach caused by him and liable for any costs and consequences thereof

- o The Investor shall not hold the IFA responsible or liable for the transactions initiated by the Investor on the websites of the various AMC's, due to non-availability of the websites of the various AMC's or due to the failure of the Payment Gateway offered by the IFA, provided the same is not caused due to the negligence of the IFA.
 - o The Investor declares that the Investor has complied with and shall at all times remain in Compliance with all applicable laws, rules, regulations, etc. of any designated authority.
 - o The Investor hereby authorizes the IFA to receive the investment details which will be forwarded by the Investees to the IFA. The Investor hereby undertakes to execute all such documents as required by the Investee for such authorization.
 - o The Investor confirms that they are aware that the Investee shall share information about the Investor's investment with the Investee, with the IFA and the Payment Gateway provider for the processing of the transaction requests of the Investor and the Investor hereby grants their 'no objection' to the same
 - o The Investor shall file the requisite Nomination with each of the various Investee's as required by the Investees.
2. **Authority to Company:** As the transaction is to be processed through the website of the IFA, the Investee requires the IFA to be authorized to act on behalf of the Investor and as required by the Investee, the Investor hereby authorizes the IFA to act on his behalf for the execution of all transactions, entering into correspondence, with the various Investee entities and further agrees to execute any specific Authority Letter as required by an of the Investee entities. The Investor hereby confirms that he is aware of the various procedures, guidelines, rules and regulations governing the Investee and shall not hold the IFA responsible for any losses or claims in this regard.
3. **Fees:** The IFA shall charges the Investor an annual fee of Rs._____and the same shall be collected upon execution of these presents. The fees shall be inclusive of the transactions charges payable to the provider of the Payment Gateway at the present levels. In the event of an increase in the charges of the provider of the Payment Gateway, the Investor undertakes to pay to the IFA all such increased charges. The Investor also undertakes to ensure that the Fees payable to the IFA are paid by the Investor prior to the date on which they fall due which shall be the anniversary of the date of execution of these presents.
4. **Termination:** This agreement may be terminated by either party by giving to the other 1 (one) months notice in writing. Provided that where, in the opinion of the IFA, the investor has indulged or is indulging in any activity which is detrimental to the interests of the IFA, Investees or any other investor(s), this agreement may be terminated by the IFA by giving 3 (three) days notice in writing to the Investor.
5. **Consequences of Breach:** In the event the Investor contravenes any other provision contained herein, the IFA shall issue a notice to the Investor to remedy the defect within the time specified in the notice. Upon failure by the Investor to remedy the defect within the specified time, this agreement may be terminated by the IFA at their sole discretion and the IFA shall, without prejudice to any other remedy under the law, be entitled to recover damages for any loss caused to them.

6. **Indemnity:** In the event that either Party (defaulting party) commits a breach of any of the provisions of this agreement, or where the representations made by the defaulting party are found to be inaccurate or inconsistent with the facts, the defaulting party agrees to indemnify and keep indemnified the other party against any penalties, charges or other liabilities and all costs, litigation, (including the costs of defending any litigation), if any.
7. **Severability:** If any section, paragraph or clause of this Agreement shall be held to be invalid or unenforceable by any appropriate authority then the meaning of such section, paragraph or clause shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would save such section, paragraph or clause it shall be severed from the Agreement and the remaining portion of the agreement shall continue with full force and effect. If such section, paragraph or clause is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof. In the event the parties are unable to agree upon the replacement within 30 (thirty) days of the final decision rendering such terms invalid or unenforceable, the parties may terminate this Agreement by mutual consent.
8. **Delivery of Notice:** Any notice, request, consent, waiver or other communication required or permitted hereunder shall be effective only if it is in writing and shall be deemed received by the Party to which it is sent -

- o upon delivery when delivered by hand,
- o three days after being sent, if sent with all sending expenses prepaid, by an express courier with a reliable system for tracking delivery,
- o when transmitted, if sent by confirmed facsimile, or
- o 14 days after the date sent, if sent by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to the IFA:

Elite Wealth Advisors Ltd.
 S-8, DDA Shopping Complex,
 Mayur Vihar, Phase 1,
 Delhi: 110091

If to the Investor:

_____ (name of investor)
 _____ (address)

2. **Forbearance:** No relaxation, forbearance, delay or indulgence by the IFA in enforcing any of the terms and conditions of this agreement shall prejudice, affect or restrict the rights and powers of the IFA hereunder nor shall any waiver by the IFA of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.
3. **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements and understandings, both written and verbal, between the parties hereto with respect to the transactions contemplated herein. No reference shall be made by either party to any other document or communication for the purposes of interpreting this agreement or in support of its stand.
4. **Conciliation:** All disputes and questions whatsoever which may arise either during the subsistence of this agreement or afterwards, between the IFA and the Investor shall firstly be referred to conciliation of a single conciliator to be appointed jointly by the parties to the dispute and such conciliation proceedings shall be in the English language at Delhi, India. The Conciliation proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any

other statutory modification or re-enactment thereof for the time being in force and any settlement arrived at between the parties through such conciliation shall be binding on all the parties to the said dispute.

5. **Arbitration:** In case any dispute between the parties cannot be resolved by means of the conciliation proceedings or if at any time during the pendency of conciliation proceedings, any party deems it necessary for the preservation of his/her rights, any dispute whatsoever which may arise either during the subsistence of this agreement or afterwards, between the parties shall be referred to the arbitration of a single arbitrator to be appointed by the IFA and such arbitration shall be in the English language at Delhi, India. The arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modification or re-enactment thereof for the time being in force and any award or awards of such arbitrator shall be binding on all the parties to the said dispute.
6. **Authority to execute:** Both signatories confirm that they have the full authority and sanction of their respective governing bodies to sign and enter into this agreement and this agreement shall be placed before the next regular meeting of their respective governing body for ratification.
7. **Jurisdiction:** All disputes shall be subject to the jurisdiction of the Courts at Delhi, India.

IN WITNESS WHEREOF the parties hereto have set their hand on the day and year first herein above mentioned.

SIGNED SEALED AND DELIVERED BY THE

Within named Elite Wealth Advisors Ltd.,

by the hands of its _____,

Mr. _____, in the presence of

SIGNED SEALED AND DELIVERED BY THE

Within named _____ (investor name) _____,

by the hands of its Constituted Attorney (in case of POA) _____,

Mr. _____, in the presence of
