

To be Franked for Rs. 600/-

## INVESTMENT SERVICES AGREEMENT

THIS agreement (“**Agreement**”) is made at the place and on the day, month and year set out in Schedule A attached at the end of this Agreement

### BETWEEN:

**Julius Baer Wealth Advisors (India) Private Limited (formerly Merrill Lynch Wealth Advisors Private Limited)**, a body corporate, incorporated under the provisions of the Companies Act, 2013, having its registered office at Mafatlal Centre, 8th Floor, Nariman Point, Mumbai - 400 021 hereinafter called “**JBWA**” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the ONE PART.

### AND

The person/s specified in the Schedule A as “**the Client**”, [hereinafter called “**the Client**” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is individual) his/her heirs, executors, administrators and legal representatives and permitted assigns; (if the Client is a Limited Liability Partnership, Partnership Firm), the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors and permitted assigns; (where the Client is a Company or a body corporate) its successors and permitted assigns; (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrators and assigns; (where the Client is the Trust), the principal trustee or the board of trustees or the trustees or person authorised by the board of trustees for the time being and from time to time (where the Client is the governing body of a society), the respective successors of the members of the governing body for the time being and from time to time the members of the society for the time being and from time to time and any new members elected or appointed of the OTHER PART.

“**Parties**” means JBWA and the Client; and “**Party**” shall be construed accordingly.

### WHEREAS:

- i) The CLIENT is desirous of obtaining Investment Services from JBWA.
- ii) The CLIENT has satisfied itself of the capability of JBWA to provide the Services.
- iii) JBWA has taken steps and shall take steps to make the CLIENT aware of the precise nature of JBWA’s liability for business to be conducted, including any limitations on that liability under the capacity in which it acts.
- iv) The CLIENT appoints JBWA to provide the Services subject to the terms and conditions stated herein:

### 1. DEFINITION:

“**Services**” shall mean services in the nature of executionary and other related services provided to the Client by JBWA in relation amongst other things tendering applications / documents/ papers including subscription application for Securities as defined under Section 2(h) of the Securities Contracts (Regulation) Act, 1956 and doing such acts, deeds and things to enable the investment / divestment of the Securities / appropriation of funds and other related acts, deeds and things in connection with investment / divestment / appropriation of funds and in terms of the instructions of the Client on a non-exclusive basis for an agreed fee structure and entirely at the Client’s risk.

A segregated division of JBWA (“**JBWA IA Division**”) is registered with SEBI, under the SEBI (Investment Advisors) Regulations, 2013.

### 2. APPOINTMENT OF JBWA

The Client hereby appoints JBWA to provide the Services on a non-exclusive basis from time to time

in respect of the Securities held by the Client in accordance with the terms stipulated under this Agreement and key obligations and responsibilities cast under the SEBI (Investment Advisers) Regulations, 2013 and set out in Annexure I, while providing the Services to the Client.

### 3. INSTRUCTIONS

All instructions under this Agreement (including instructions for modification of this clause) shall be given only by the CLIENT or the CLIENT'S authorised representative, on behalf of the CLIENT. Such instructions includes instructions received directly from JBWA IA Division. All instructions given by the first holder above shall be binding on the CLIENT.

JBWA may refuse to act on any instruction unless they are given in writing in a manner and form acceptable to JBWA or given orally over the telephone subject to JBWA's right to verify such instructions. However, JBWA shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the CLIENT. The CLIENT shall not hold JBWA liable on account of JBWA acting in good faith on any of the CLIENT'S instructions.

JBWA may in its discretion not carry out the CLIENT'S instructions where JBWA has sufficient reason to believe (which decision of JBWA the CLIENT shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.

JBWA shall not be liable if any instructions are not carried out for any of the reasons stated herein.

CLIENT clearly agrees that JBWA needs to receive clear, written and signed instructions from the CLIENT to induce JBWA to effect fund transfer activities on behalf of the CLIENT. The CLIENT agrees to indemnify JBWA against any improper/fraudulent fund transfer instruction purported to be received from the CLIENT. JBWA shall not be obliged to accept from the CLIENT any oral or facsimile instructions. In order to, however, induce JBWA to act upon communications and instructions transmitted by manual procedures (Facsimile, Mail, Messenger,) the CLIENT hereby irrevocably agrees that, absent the JBWA's gross negligence, bad faith or wilful misconduct, as long as JBWA acts in compliance

with such authorisation/ instruction, JBWA shall be indemnified for and held free and harmless from and against any and all responsibility for, any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act of omission (or any delay) in response to instructions to JBWA to transfer funds or purchase, sell or otherwise dispose off units of Mutual Funds/Securities, together with any and all attendant costs and expenses including JBWA's reasonable legal fees and expenses, collectively referred to as losses. The CLIENT also acknowledges that the security and control procedures provided by JBWA are designed to verify the source of communication and not to detect errors in transmission or content. Nothing contained herein shall require JBWA to violate any applicable laws, rules or procedures/instructions. JBWA shall have no further duty to verify the content of any instruction or communication of the identity of the sender or confirmer thereof, if any, and The CLIENT expressly agrees to be bound by, any instructions and communications, whether or not authorised, sent in its name and accepted by JBWA.

### 4. THIRD PARTY RISK

JBWA shall not be liable for any loss or damage caused by reason of failure or delay by the Mutual Funds/Issuers to deliver any units of Mutual Funds/ Securities of Issuers purchased even though payment have been made for the same or failure or delay in making payment in respect of any units of Mutual Funds/ Securities of Issuers sold though they may have been delivered and the CLIENT shall save JBWA harmless and free from any claim in respect thereof.

JBWA shall also not be liable for any delay, failure or refusal of the Mutual Fund/Issuers in registering or transferring units of Mutual Funds/Securities to the CLIENT'S name or for any interest, dividend or other loss caused to the CLIENT arising there from.

### 5. LIABILITY OF JBWA

JBWA shall not in the absence of gross negligence on JBWA's part, be liable to the CLIENT for any act, omission or delay by the Mutual Funds/Issuers under this Agreement or for any claims which the CLIENT may suffer or incur as a result of or in course of discharge by JBWA of its nominees, agents, officers or sub-custodian of JBWA's duties under this Agreement.

Without prejudice to what is stated above, JBWA shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under this Agreement which is caused directly or indirectly by any event or circumstances beyond JBWA's reasonable control.

JBWA shall not be liable for and the CLIENT shall indemnify JBWA for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorised use of the CLIENT'S signature.

JBWA will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the CLIENT by JBWA. JBWA shall be under no duty to verify compliance with any restrictions on the CLIENT'S investment powers.

JBWA will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reason of any defects or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone, satellite, postal system or any other medium or mode of communication.

## 6. ROLE OF JBWA

JBWA shall be under no duty to assess the prudence or otherwise of any instructions given by the CLIENT or to give any advice in relation thereto and would be justified in acting on the CLIENT'S instructions irrespective of their prudence or otherwise.

The CLIENT is aware that JBWA tape-records conversations between the CLIENT and/or the CLIENT'S representative and JBWA, over the telephone, and hereby specifically permits JBWA to do so. Such recordings may be relied upon by JBWA as and when required.

## 7. CORRESPONDENCE

Any notice or other correspondence addressed by JBWA to the CLIENT may be addressed to the CLIENT (or the first holder in case of joint holdings) above at the address given by the CLIENT above or to such other address as JBWA may be aware. If according to the CLIENT there is any discrepancy in the particulars or details of any transaction or account or statement then the CLIENT shall be obliged to intimate the same to JBWA in writing within 30 days of the CLIENT (or the first holder

in case of joint holdings) receiving notice thereof, failing which such transaction, statement or account (as the case may be) shall be deemed to be correct and accepted by the CLIENT and the CLIENT shall not be entitled to question the correctness or accuracy thereof.

## 8. CHARGES AND FEES

Notwithstanding anything contained in this Agreement, the Client shall solely be liable to pay the charges & fees for provision of the Services by JBWA.

The Client acknowledges and agrees that subject to applicable laws and regulations, any other division of JBWA or its affiliates, may receive consideration (by way of commission or otherwise), for any distribution or execution or other services provided by them to the Client. It is expressly clarified that the receipt of such consideration shall not be deemed as receipt of remuneration or consideration by JBWA engaged in execution / distribution Services, under this Agreement.

The CLIENT shall also pay any applicable taxes, levies or duties, including service tax that may be levied on any transactions undertaken pursuant to this Agreement.

The charges/fees shall be paid directly by the CLIENT to JBWA or JBWA shall debit such charges/fees from the CLIENT'S Bank Account. All fees, charges and reimbursement of expenditure shall be paid or made in full by the CLIENT without any counter claim, set off or withholding. All the CLIENT'S liabilities and obligations hereunder to JBWA shall be joint and several under this Agreement.

## 9. JOINT ACCOUNT

The CLIENT, if he is a joint account holder agrees that upon the death or disability of any one or more party(ies), the remaining signatories shall immediately provide notice of such event to JBWA. All transactions thereafter affecting the concerned CLIENT account(s) must be at the joint direction and upon the joint signatures of the legal heirs of the affected party and the remaining signatories. JBWA shall not be liable for transfers, payments or other transactions that occur in the Account prior to receipt of such written notice. The CLIENT will indemnify JBWA from any claim or losses arising

from transactions in Securities held jointly by the CLIENT with any other person or persons.

## 10. CONFIDENTIALITY

JBWA shall maintain all the details of the Client as mentioned in the account opening form or any other information pertaining to the Client, confidentially and shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that JBWA may so disclose information about his Client to any person or authority with the express permission of the Client.

The Client will treat as confidential (both during and after the termination of the relationship between the Parties) any information learned about JBWA, including without limitation, its investment strategy or holdings or its products or Services in the course of their relationship under this Agreement.

The Client will not disclose the same to any third party without JBWA written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public, (ii) is received by the Client from a third party entitled to disclose it, or is disclosed to competent government authorities or courts or other tribunals in accordance with the requirements of applicable Laws.

Notwithstanding the above, the Client agrees and acknowledges that, pursuant to this Agreement or otherwise, JBWA may receive confidential information about the Client. The Client hereby expressly consents that any such personal data/information and account information or records of the Client may be used by JBWA and any recipient of such information from JBWA for any of the following purposes:

- (a) the provision, operation, processing or administration of any Services or account provided to the Client pursuant to this Agreement, and for data processing, statistical/risk analysis and other purposes;
- (b) conducting anti-money laundering checks (if applicable);

- (c) ensuring the Client's ongoing credit worthiness(if applicable);
- (d) determining the amount of indebtedness owed by the Client or to the Client;
- (e) marketing financial services or related products or opportunities from JBWA or any Affiliate;
- (f) meeting the requirements to make disclosures under any law, regulation, governmental authority, court order or contractual agreement binding on JBWA or any Affiliate;
- (g) enabling JBWA's actual or proposed assignee, or a transferee of JBWA's rights to evaluate the transaction intended to be the subject of the assignment or transfer; or
- (h) enabling JBWA to share details mentioned in the Client registration form (including but not limited to) or any other information/transactional information pertaining to the Client in confidence to JBWA IA Division
- (i) all other incidental and associated purposes relating to the provision of advisory services.

The Client understands that failure to supply information or data may result in the JBWA not being able to open, continue or establish accounts for the Client, or to establish or continue any credit facilities that may already have been provided, or to provide other financial services to the Client.

Specifically the Client agrees and confirms that JBWA may release the data and information to certain individuals or entities for the above purposes, including but not limited to the following:

- (a) An Affiliate
- (b) any agent, contractor or third-party service provider who offers services to JBWA and any Affiliate in connection with the operation of their businesses;
- (c) any other person under a duty of confidentiality to JBWA, and any Affiliates;
- (d) credit information bureaus or collection agencies;

- (e) any person or entity to whom JBWA or Affiliate is under an obligation to make disclosure under the requirements of any law, regulation, court order or contractual agreement binding on JBWA or any Affiliate; and
- (f) any actual or proposed assignee of JBWA or any Affiliate or transferee of any rights of JBWA, or any Affiliate.

JBWA and any Affiliate may use the Client's personal data/information and any other information to market products and services to the Client. The Client acknowledges that the Client has the right to request that JBWA and any Affiliate cease using such data or information for such marketing purposes.

In connection with the Client providing such personal data and information, the Client hereby agrees and confirms that JBWA and any Affiliate may take such steps as they deem reasonable and appropriate to verify information which is provided to them. The Client agrees and acknowledges that JBWA and any Affiliate may transfer any of the Client's personal data and other information to any party/entity set out in paragraph above which are located outside of India for the purposes set out above and that such party/ entity may collect, hold, process and use such data and information accordingly.

## 11. INDEMNITIES

Without prejudice to the right of indemnity available to JBWA under any law, the Client agrees to indemnify and hold harmless JBWA to the full extent against:

- (a) any and all lawful claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defense of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done or JBWA's engagement hereunder
- (b) For any negligence/mistake or misconduct by the CLIENT.
- (c) For any breach or non-compliance by the CLIENT of the rules/terms and conditions stated in this Agreement.

- (d) In consideration of your agreeing to accept instructions for securities (including financial instruments) transactions by telephone/e-mail/ facsimile message, at my/our request, I/we agree to indemnify (JBWA) and its directors, officers and employees and hold each such person harmless for all and any costs, expenses or losses incurred/suffered by any such person as a consequence of any action you take (or decline to take) with respect to my/our transactions pursuant to the telephone/e-mail/ facsimile instruction, and I/we further agree to confirm such instructions in writing (in any form whatsoever), if you so request. I/ We further understand that telephone/ e-mail/ facsimile instructions are not secure means of communication and I/we therefore agree that I/we shall not hold JBWA, and/or its directors, officers and employees responsible for any action they may take (or decline to take) in the belief that the said telephone/ e-mail/ facsimile instruction has been sent by me/us, notwithstanding that the said telephone/e-mail/ facsimile instruction may not have been sent by me/us.

I/We understand that you reserve the right to refuse to accept any instruction transmitted by telephone/ e-mail/ facsimile.

## 12. TERMINATION/MODIFICATION

This Agreement shall commence from the date hereof and shall continue until this Agreement is terminated by either party. Either party shall be entitled to terminate this Agreement forthwith by giving 30 days notice in writing in that behalf to the other party provided that the CLIENT shall not be relieved of the CLIENT'S obligations hereunder, notwithstanding such termination, incurred prior to the date on which such termination shall become effective. Upon termination of the Agreement the money and units of Mutual Funds/Securities with JBWA pursuant to this Agreement may be paid or delivered (as the case may be) by JBWA, after deduction of JBWA's dues, to the CLIENT (or the first holder in case of joint holding) and the same shall be a valid and full discharge to JBWA.

JBWA may from time to time vary the terms and conditions on this Agreement by giving 30 days written notice to the client.

## 13. GOVERNING LAW AND JURISDICTION CLAUSE

This Agreement will be governed by the Laws of India and any disputes arising herein shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

## 14. DECLARATION

- (a) The CLIENT declares that all the details in the CLIENT'S relationship record are true and correct and any instructions given to you to transact business on the CLIENT'S behalf shall be in due conformity with the applicable laws as may for the time being in force.
- (b) Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof.
- (c) The CLIENT agrees and declares that any and all tax liability will be the CLIENT'S sole responsibility.
- (d) The CLIENT have executed and delivered to JBWA the following writings:
  - (i) Know Your Client Document;

(ii) Power of Attorney duly attested by a notary public;

(iii) Other documents as specified by JBWA.

- The CLIENT has read and understood the terms and conditions applicable to this Agreement and agrees to be bound by the said terms and conditions including those excluding/limiting your liability. The CLIENT declares that the information in the application is true and correct.
- The CLIENT and the CLIENT'S co-applicants will be jointly and severally bound by the terms and conditions mentioned in this Agreement.
- The CLIENT confirms that all the applicants (including co-applicants) are major (Except in case of minor clients).
- Strike out if not applicable.

# Julius Bär

## SCHEDULE A

Name of the client \_\_\_\_\_

Constitution \_\_\_\_\_

Address/Registered Office \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement on the day and the year first above written and at the places as mentioned hereinabove.

Signed and delivered for and on behalf of the within named

Signed and Delivered on behalf of the **Client** by the hand of

**Julius Baer Wealth Advisors (India) Private Limited (formerly Merrill Lynch Wealth Advisors Private Limited)** by the hand of

XX XX

First Applicant/ Signatory Second Applicant/Signatory

In the presence of :

XX

(Witnesses)

Third Applicant/ Signatory

1. Name & Signature\_\_\_\_\_

its duly authorized official in the presence of

(Witnesses)

2. Name & Signature \_\_\_\_\_

1. Name & Signature \_\_\_\_\_

2. Name & Signature \_\_\_\_\_

# Julius Bär

## Annexure I

1. The distribution / execution Services provided to you by the JBWA, will be segregated from and shall maintain arms length relationship with the other divisions of JBWA including JBWA IA Division.
2. JBWA shall disclose to the clients all such information as is required to be disclosed to its clients in terms of the SEBI Regulations. For any information / disclosure under the SEBI (Investment Advisers) Regulations, 2013, please refer to our website [www.juliusbaer.com/in](http://www.juliusbaer.com/in).
3. JBWA and its affiliates are part of a group of companies which are involved in a full range of services (including banking, investment banking, etc.). However, JBWA has in place various rules and procedures to ensure that different divisions within it, operate independently and client information is restricted to only the relevant divisions dealing with such clients. As such, the JBWA will provide distribution / execution Services to the Client on the basis of the information actually available within the division.
4. JBWA and its affiliates may at any time, hold a trading position (long or short) in products and securities in relation to which Services are provided to clients.
5. The JBWA shall not obtain any consideration by way of remuneration or compensation or any other form whatsoever, from any person other than the client, in respect of the services provided to the client

XX \_\_\_\_\_  
First Applicant/ Signatory

XX \_\_\_\_\_  
Second Applicant/ Signatory

XX \_\_\_\_\_  
Third Applicant/ Signatory