



ENTRUST
FAMILY OFFICE

ENTRUST FAMILY OFFICE
INVESTMENT ADVISORS
PRIVATE LIMITED

Registered Office: T +91 80 4147 9777
#24, 4th Floor, 1st Cross,
Magrath Road, E reachus@entrust.co.in
Bangalore 560025 W www.entrustfamilyoffice.com

Most Important Terms and Conditions (MITC) governing the investment relationship between the Client and the IA

1. The Investment Adviser (IA) shall only accept payments towards its fees for Investment Advisory Services and is not permitted to accept funds or securities in its account on the client's behalf.
2. The IA does not guarantee returns, accuracy, or risk-free investments. All advice is subject to market risks, and there is no assurance of any returns or profits.
3. Any assured/guaranteed/fixed returns schemes or any other schemes of similar nature are prohibited by law. No scheme of this nature shall be offered to the client by the IA.
4. Investment advice, only related to securities shall fall under the purview of SEBI. In case of any services offered by IA related to products/services not under the purview of SEBI, IA shall make disclosure to the client and take appropriate declaration and undertaking from the client that such products/services and the services of IA in respect of such products/services do not come under regulatory purview of SEBI and that no recourse is available to the client with SEBI for grievances related to such products/services or services of IA in respect of such products/services.
5. This agreement is for the investment advisory services provided by the IA and IA cannot execute/carry out any trade (purchase/sell transaction) on behalf of the client without his/her/its specific and positive consent on every trade. Thus, the client is advised not to permit IA to execute any trade on his/her/its behalf without explicit consent.
6. The fee charged by IA to the client will be subject to the maximum of amount prescribed by SEBI/Investment Adviser Administration and Supervisory Body (IAASB) from time to time (applicable only for Individual and HUF Clients).

Note:

- (i) The current fee limit under Fixed Fee mode is Rs 1,51,000/- per annum per family of client. Under Assets under Advice (AUA) mode, maximum fee limit is 2.5 per cent of AUA per annum per family of client.
 - (ii) The IA may change the fee mode at any time with the client's consent; however, the maximum fee limit in such cases shall be higher of fee limit under the fixed fee mode or 2.5 per cent of AUA per annum per family of client.
 - (iii) The fee limits do not include statutory charges.
 - (iv) The fee limits apply only for investment advice related to securities under purview of SEBI.
 - (v) The fee limits do not apply to a non-individual client / accredited investor.
7. IA may charge fees in advance if agreed by the client. Such advance shall not exceed the period stipulated by SEBI; presently it is maximum two quarters. In case of premature termination of the IA services by the client or the IA, the client shall be entitled to seek refund of proportionate fees only for unexpired period. However, IA is entitled to retain a maximum breakage fee of not greater than one-quarter fee.
 8. Fees to IA may be paid by the client through any of the specified modes like cheque, online bank transfer, UPI, etc. Cash payment is not allowed. Optionally the client can make payments through Centralized Fee Collection Mechanism (CeFCoM), managed by BSE Limited (i.e. currently recognized IAASB).



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9. The IA is expected to know the client's financial details for providing services. Hence, the client is required to share the financial information (e.g. income, existing investments, liabilities, etc.) with the IA.
10. The IA is required to carry out the client's risk profiling and suitability analysis before providing services and thereafter on an ongoing basis. The services provided will be in line with the assessed risk profile. IA shall also communicate the assessed risk profile to the client.
11. As part of conflict of interest management, the client or the client's family members will not be provided any distribution services by IA or any of its group entity/ family members. IA shall, wherever available, advice direct plans (non-commission based) of products only.
The IA shall endeavor to promptly inform the client of any conflict of interest that may affect the services being rendered to the client.
12. For any grievances,

Step 1: The client should first contact the IA using the details on its website or following contact details:

Details of designation	Contact Person Name	Address where the physical address location	Contact No.	Email-ID	Working hours when complainant can call
Customer Care	Ms. Mala U	No. 24, 4th Floor, 1st Cross, Magrath Road, Bangalore – 560025	080-41479777	mala.u@entrust.co.in	10 AM to 6 PM on working Days
Head of Customer Care	Ms. Jaishree R	No. 24, 4th Floor, 1st Cross, Magrath Road, Bangalore – 560025	080-41479777	jaishree.r@entrust.co.in	10 AM to 6 PM on working Days
Compliance Officer	Mr. Pradeep A N	No. 24, 4th Floor, 1st Cross, Magrath Road, Bangalore – 560025	080-41479777	pradeep.an@entrust.co.in	10 AM to 6 PM on working Days



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CEO	Mr. Rajmohan Krishnan	No. 24, 4th Floor, 1st Cross, Magrath Road, Bangalore - 560025	080-41479777	Rajmohan@entrust.t.co.in	10 AM to 6 PM on working Days
Principal Officer	Mr. Shashank Khade	No. 24, 4th Floor, 1st Cross, Magrath Road, Bangalore - 560025	080-41479777	Shashank@entrust.co.in	10 AM to 6 PM on working Days

Step 2 : If the resolution provided by IA is unsatisfactory, the client can lodge grievances through SEBI's SCORES platform at www.scores.sebi.gov.in

Step 3: If the client remains dissatisfied with the outcome of the SCORES complaint, the client may consider the Online Dispute Resolution (ODR) through the Smart ODR portal at <https://smartodr.in>

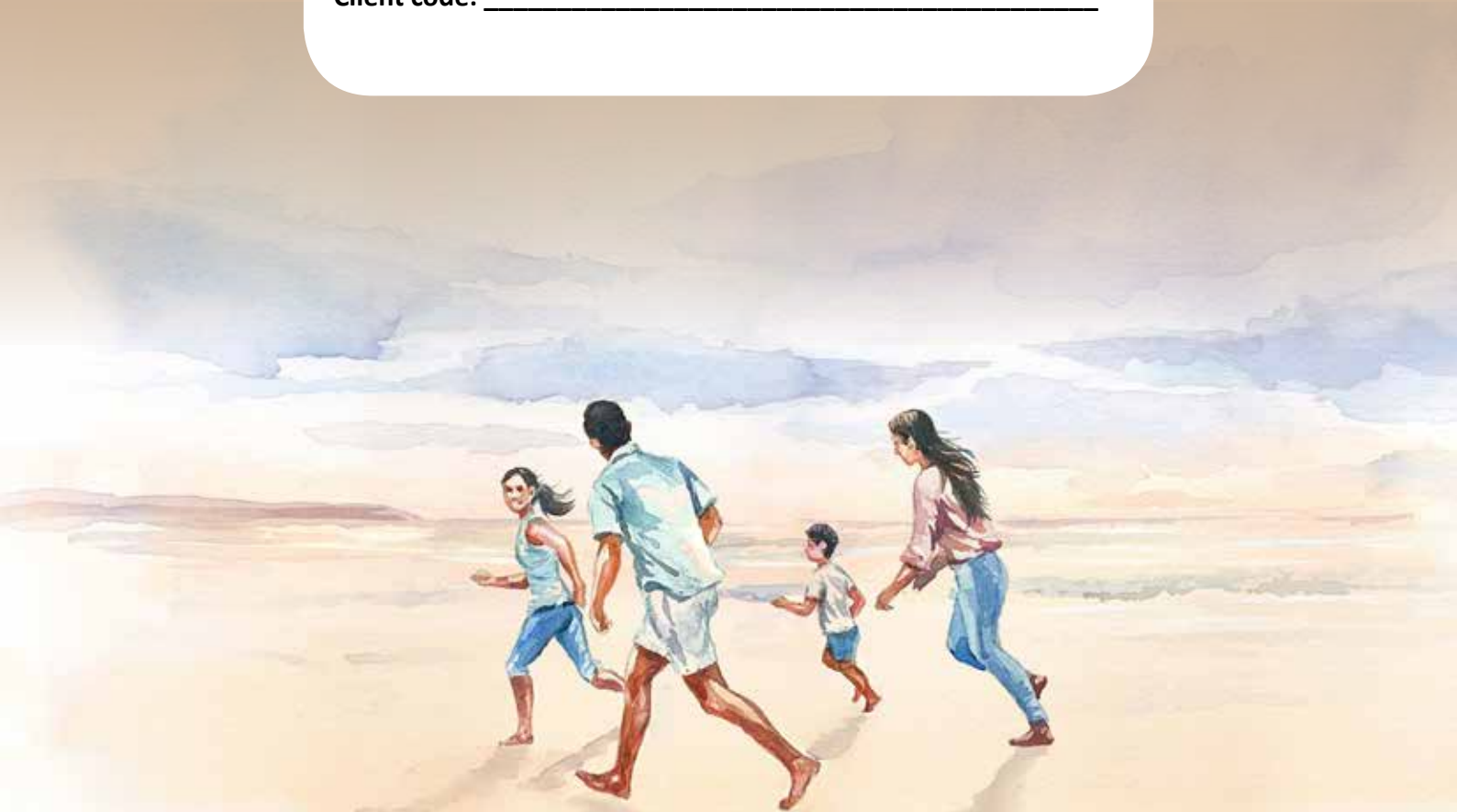
13. The SEBI registration, enlistment with IAASB, and NISM certification do not guarantee the performance of IA or assure returns to the client.
14. Clients are required to keep contact details, including email id and mobile number/s updated with the IA at all times.
15. The IA shall never ask for the client's login credentials and OTPs for the client's Trading Account, Demat Account and Bank Account. Never share such information with anyone including IA.

ENTRUST FAMILY OFFICE INVESTMENT ADVISORS PVT. LTD

CLIENT ENGAGEMENT FORM

Name of the client: _____

Client code: _____



Instructions & Checklist

Instructions for Applicants:

1. Read the form carefully and in case of any queries, please contact the concerned officials of our respective local office.
2. Please fill the details in CAPITAL LETTERS ONLY preferably with ball-point pen.
3. TDS is deductible under Sec. 194 of the Income Tax Act 1961. TAN, if applicable, needs to be filled in compulsorily.
4. Account Opening Form shall be duly completed and signed.
 - a. 'N.A.' shall be mentioned in the columns not applicable to the client.
 - b. In case of additional information, kindly add separate Annexure to the Form
 - c. All corrections in the form need to be countersigned with full signature. Whitener is not allowed either in form or agreement.
5. Signatures by all joint holders are required on all pages of the agreement/power of attorney/form / annexure wherever indicated. Please take note that PAN signature will be used for Signature Verification.
6. Signature can be in English, Hindi or any other languages contained in the 8th Schedule of the Constitution of India. Languages other than 8th schedule and thumb impressions must be attested by a Magistrate or a Notary Public or a Special Executive/ Magistrate under his official seal. The Name, Address and Tel Nos of the same are to be provided if the attestation is done by them.
7. In case PAN is without photograph, other photo identity proofs like valid driving licence. voter ID, passport, etc. should be provided.

Other Instructions:

1. Photographs of all the applicants shall be pasted in the space provided for, and to be signed across the photographs in a way that signature is partially on photo and on form.
2. Agreement should be executed within 3 months of the date of stamp or franking.
3. All documents required along with the application are required to be certified as true.

Checklist for RI/NRI

Sr. No.	Documents Required	Individuals
1	Recent Photographs (Signed across)	☐
2	PAN Card Certified True Copy (Mandatory)	☐
3	Address proof (any one of the following) Certified True Copy	
	Overseas address proof (NRI's only)	☐
	Passport copy	☐
	Voter ID	☐
	Driving Licence	☐
	Aadhaar Copy	☐
	Bank Statement (Not older than 2 quarters)	☐
	Utility Bills (Telephone /Electricity Bill not older than 2 months)	☐
	Municipal Taxes Copy	☐
4	Bank Proof (Required for Debit Authorisation)	
i.	Bank Statement (Certified True Copy) or Letter from Banker with Seal & Signature	☐
ii.	GST certificate	☐
iii.	Risk profiler	☐
iv.	Risk letter	☐
v.	List of Assets	☐
vi.	Equity letter	☐
vii.	Family Declaration	☐

Checklist for Non-Individual

Sr. No.	Documents Required	Public Private Trust	Public/Private Ltd. Companies	LLP / Others
1	PAN Card Certified True Copy of Company / Trust / LLP	☐	☐	☐
2	Address proof of the firm/trust/company certified True copy			
	Utility Bills (Telephone / Electricity Bill, not older than 2 months)	☐	☐	☐
	Bank Statement (Not older than 2 quarters)	☐	☐	☐
3	Form 18 with ROC receipt		☐	☐
4	Certified True Copy of Certificate of Incorporation &/or Commencement as applicable	☐	☐	☐
5	Original Certified True Copy of Memorandum & Articles of Association	☐	☐	☐
6	Certified True Copy of the Trust Deed / LLP Agreement	☐	☐	☐
7	Resolution			
	Trust Resolution on a letterhead signed by all the partners/trustees with stamp	☐	☐	☐
	Board Resolution to appoint Portfolio Manager on the company's letterhead (to be signed by company secretary /non-operative director all directors)	☐	☐	☐
8	Certified Copy of Authorised Signatories with their Specimen Signature on Letter head	☐	☐	☐
9	List of Current Directors of the Company on the Company's Letterhead	☐	☐	☐
10	Form 32 with ROC receipt in case the Authorised Director's name is not in the MOA	☐	☐	☐
11	Certified Copy of Shareholding/ Holding Pattern. Including persons holding more than 10% Shareholding	☐	☐	☐
12	Certified Copy of Latest Audited Annual Financial Statements	☐	☐	☐
13	ID & Address Proof of Authorised Signatories / Directors	☐	☐	☐
14	Recent Photograph of Authorized Signatories/Directors (signed across)	☐	☐	☐
15	Bank Proof (any one of the following) Certified True Copy			
	Cancelled Cheque	☐	☐	☐
	Bank Statement (Certified True Copy)	☐	☐	☐
	Letter from Banker	☐	☐	☐
List of documents required for HUF				
1	PAN of HUF - Certified True Copy			
2	Address Proof of HUF - Certified True Copy			
3	Deed of declaration of HUF (or) Declaration in lieu of the Deed by Karta			
4	List of Karta / Coparceners / Members of HUF with photo			
5	List of Authorised Signatories with photo			
7	ID, Address Proof & Photograph of Karta, Coparceners & Authorized Signatories			
8	Declaration by HUF for appointing portfolio managers for treasury management and execution			
NOTES				

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Name	Mr. / Ms.																					
Father's / Husband Name																						
Date of Birth					PAN					TAN												
Nationality											Gender	☐ Male	☐ Female									
Residential Status	☐ RI	☐ NRI	GST No.																			

[illegible][illegible]

If the following is additionally applicable (☒ or ☐ were applicable)

☐ Civil Servant ☐ PEP ☐ Related to Politically Exposed Person

Financial Year	Annual Income Slab				
20__ to 20__	☐ < Rs. 15 lakhs	☐ 15-30 lakhs	☐ 30-50 lakhs	☐ 50- 1cr	☐ above 1cr
20__ to 20__	☐ < Rs. 15 lakhs	☐ 15-30 lakhs	☐ 30-50 lakhs	☐ 50- 1cr	☐ above 1cr
20__ to 20__	☐ < Rs. 15 lakhs	☐ 15-30 lakhs	☐ 30-50 lakhs	☐ 50- 1cr	☐ above 1cr

Financial Year	Net worth (in Crores)				
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr



DETAILS OF SECOND APPLICANT

Name ☐ Mr./ ☐ Ms.

Father's / Husband Name
Date of Birth PAN TAN
Nationality Gender ☐ Male ☐ Female
Residential Status ☐ RI ☐ NRI

PERMANENT ADDRESS

City State
Country Pin/Zip Code
Tel (R) Mobile
Fax
Email

CORRESPONDENCE ADDRESS / OVERSEAS ADDRESS ☐ Same as above

City State
Country Pin/Zip Code
Tel (R) Mobile
Fax
Email
Occupation ☐ Business ☐ Professional ☐ Self employed ☐ Student ☐ Housewife
☐ Retired ☐ Service (Pvt.) ☐ Service (Govt.) ☐ Farming ☐ Others (spfy) _____

Brief details of Occupation/Business _____

If the following is additionally applicable (☒ or ☒ were applicable)

☐ Civil Servant ☐ PEP ☐ Related to Politically Exposed Person

DETAILS OF THIRD APPLICANT

Name ☐ Mr./ ☐ Ms.

Father's / Husband Name
Date of Birth PAN TAN
Nationality Gender ☐ Male ☐ Female
Residential Status ☐ RI ☐ NRI

PERMANENT ADDRESS

City															State														
Country															Pin/Zip Code														
Tel (R)															Mobile														
Fax																													
Email																													

CORRESPONDENCE ADDRESS / OVERSEAS ADDRESS ☐ Same as above

City															State														
Country															Pin/Zip Code														
Tel (R)															Mobile														
Fax																													
Email																													

Occupation ☐ Business ☐ Professional ☐ Self employed ☐ Student ☐ Housewife
☐ Retired ☐ Service (Pvt.) ☐ Service (Govt.) ☐ Farming ☐ Others (spfy) _____

Brief details of Occupation/Business _____

If the following is additionally applicable (☒ or ☒ were applicable)

☐ Civil Servant ☐ PEP ☐ Related to Politically Exposed Person

Mandatory Information if Applicant is Non-Resident or Person of Indian Origin

Details	First Applicant	Second Applicant	Third Applicant
Passport No.			
Date of Issue			
Date of Expiry			

Investment Objective (Please tick the appropriate)- First applicant only

Investment Experience ☐ No prior experience ☐ Years in equity ☐ Years in derivatives
☐ Years in other investment product

Expected time period of investment Years

Investment Objective ☐ Capital Appreciation ☐ Regular Income ☐ Both

Risk Tolerance ☐ Low ☐ Medium ☐ High

Details of any action taken by SEBI/Stock Exchange/any other authority for violation of securities laws/other economic offence:- ☐ Yes ☐ No

Preferences/Restrictions (Please mention if you have specific preference and/or restriction with regard to certain businesses stock or sector) _____

Please indicate your Investment Objective by choosing one of the below

Risk Category	Description	Suggested Allocation
Risk-Averse	Preservation of capital is the most important objective. Investors are not willing to take risk and are comfortable with returns that are commensurate with bank deposits or other highly rated debt instruments.	100% Debt
Conservative	Investors are prepared to take a small amount of short term risk for potential returns that are higher than bank deposits over the medium to long term	75% Debt
		20% Equity
		5% Alternative
Balanced	Investors are looking for moderate capital growth over the long-term; cautious towards taking high level of risk, however, comfortable with short-term fluctuations in returns	50% Debt
		40% Equity
		10% Alternative
Growth	Investors are willing to take significant risk in pursuit of higher long-term capital growth; willing to accept high market volatility and fluctuations in returns.	30% Debt
		55% Equity
		15% Alternative
Aggressive	Investors are willing to accept high risk for the potential of substantially higher long-term capital growth. Investors may experience wide fluctuations in returns from year to year	10% Debt
		70% Equity
		20% Alternative

Debit Authorisation

I/We authorise you to debit my/our account with _____
account number _____ towards the Fees payable to Entrust Family Office Investment Advisors Pvt Ltd

Declaration & Signature

Correspondence address (if different from current permanent residence address specified in 'Personal Details')

I hereby authorize M/s. Entrust Family office Investment Advisors Pvt. Ltd. to send all the correspondence to the address stated below

[illegible]

Country Pin/Zip Code

[illegible]

Client declaration

I, the undersigned being applicant with Entrust Family Office Investment Advisors Pvt. Ltd. hereby confirm that all the details have been given by me and are accurate to the best of my knowledge and understanding.

Sole/First Applicant

Please sign
across the
Photo

Second Applicant

Please sign
across the
Photo

Third Applicant

Please sign
across the
Photo

Name _____

Name _____

Name _____



For office use:-

Name of RM _____

Name of SRM _____

Name of IA _____

Head of the Family Name - (By which we would be creating that person as a group head in the system)

Investment Mode – Direct Only ; Third Party Only ; Direct & Third Party

Benchmark - Uniformity For All Clients i.e Crisil Short Term Bond ,Crisil Liquid Fund Indices & Nifty50TRI

EFO Billing Exclusion Applicable – Yes / No

o If Yes – indicate Assets to be excluded

o Custody / Fund Accounting Billing Exclusion Applicable – Yes / No

o If Yes – indicate Assets to be excluded



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CLIENT ENGAGEMENT FORM (Non - Individual)

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STATUS

- ☐ Public Limited Company ☐ Co-operative Society ☐ Trust ☐ LLP
☐ Private Limited Company ☐ HUF ☐ Other _____

DETAILS

Name	M/S																												
Date of Incorporation									Date of Commencement of Business																				
Registration No.																													
Registering Authority																													
Place of Registration																													
Nature of Business																													
Type of Industry																													
PAN											TAN																		
GST No.																													

ADDRESS DETAILS

REGISTERED OFFICE ADDRESS

City											State																			
Country											Pin/Zip Code																			
Tel (1)											Tel (2)																			
Fax																														
Email																														

CORRESPONDENCE ADDRESS ☐ Same as above

City											State																			
Country											Pin/Zip Code																			
Tel (1)											Tel (2)																			
Fax																														
Email																														

DETAILS OF THE PROMOTERS/TRUSTEES/KARTA/MEMBERS/CO-PARCENERS

Sr. No.	Name	PAN	Sign	Residential Address

DETAILS OF THE DIRECTORS

Sr. No.	Name	PAN	Sign	Residential Address

DETAILS OF THE AUTHORISED SIGNATORIES

Sr. No.	Name	PAN	Sign	Residential Address

BANK DETAILS

Bank Name

Branch

Bank Address

City State Pin/Zip Code

Account No.

MICR Code IFSC Code

Account Type ☐ Savings ☐ Current

Net worth for Last preceding 3 years (Please tick the appropriate)

Financial Year	Net worth (in Crores)				
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr
20__ to 20__	☐ < Rs. 10cr	☐ 10 -20cr	☐ 20 – 50cr	☐ 50- 100cr	☐ above 100cr

OTHER DETAILS

Investment Experience ☐ No Prior Experience ☐ Years in Derivatives ☐ Years in Equity ☐ Years in other investment product

Expected time period of investment ☐ Years

Whether systematic withdrawal required ☐ Yes ☐ No

☐ If Yes: ☐ Monthly ☐ Quarterly ☐ Annual

Investment Objective ☐ Capital Appreciation ☐ Regular ☐ Both

Risk Tolerance ☐ Low ☐ Medium ☐ High

NAME OF THE ASSOCIATE CONCERNS

(Like Subsidiaries, Group Companies, Partnership Concerns etc.)

1. _____
2. _____
3. _____
4. _____

Risk Category	Description	Suggested Allocation
Risk-Averse	Preservation of capital is the most important objective. Investors are not willing to take risk and are comfortable with returns that are commensurate with bank deposits or other highly rated debt instruments.	100% Debt
Conservative	Investors are prepared to take a small amount of short term risk for potential returns that are higher than bank deposits over the medium to long term	75% Debt
		20% Equity
Balanced	Investors are looking for moderate capital growth over the long-term; cautious towards taking high level of risk, however, comfortable with short-term fluctuations in returns	5% Alternative
		50% Debt
		40% Equity
Growth	Investors are willing to take significant risk in pursuit of higher long-term capital growth; willing to accept high market volatility and fluctuations in returns.	10% Alternative
		30% Debt
		55% Equity
Aggressive	Investors are willing to accept high risk for the potential of substantially higher long-term capital growth. Investors may experience wide fluctuations in returns from year to year	15% Alternative
		10% Debt
		70% Equity
		20% Alternative

For office use:-

Name of RM _____

Name of SRM _____

Name of IA _____

Head of the Family Name - (By which we would be creating that person as a group head in the system)

Investment Mode – Direct Only ; Third Party Only ; Direct & Third Party

Benchmark - Uniformity For All Clients i.e Crisil Short Term Bond ,Crisil Liquid Fund Indices & Nifty50TRI

EFO Billing Exclusion Applicable – Yes / No

o If Yes – indicate Assets to be excluded

o Custody / Fund Accounting Billing Exclusion Applicable – Yes / No

o If Yes – indicate Assets to be excluded



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INVESTMENT ADVISORY AGREEMENT

This Paper forms an Integral part of the Investment Advisory Agreement executed between M/s Entrust Family Office Investment Advisors Private Limited and the Client and will be construed as such.

CONSENT FROM THE CLIENT

I / We have read and understood the terms and conditions of Investment Advisory Services (as defined herein below) provided by the IA along with the fee structure and mechanism for charging and payment of fees as provided under Annexure 1.

Based on our written request to the IA, an opportunity was provided by the IA to ask questions and interact with 'person(s) associated with the investment advice'.

By and under the hand of the Client:

Name : _____

Date : _____

Place : _____



DECLARATION FROM THE INVESTMENT ADVISER

The IA shall neither render any investment advice nor charge any fee until the Client has signed this Agreement.

The IA 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 IA.

IA 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.

By and under the hand of the IA,
M/s Entrust Family Office Investment Advisors Private Limited



Authorised Signatory

FEES SPECIFIED UNDER THE SEBI (INVESTMENT ADVISERS) REGULATIONS 2013

Upto 2.5% (two point five percent) of the Assets under Advice (as defined herein below) per annum per client or a fixed fee of Rs. 1,25,000 (Indian Rupees One Lakh and Twenty-Five Thousand) per annum per client across all services provided by the Investment Adviser.

FEES CHARGED TO THE CLIENT:

For client fee details please refer to Annexure I

ENTRUST FAMILY OFFICE INVESTMENT ADVISORS PRIVATE LIMITED

Investment Advisory Agreement

This Investment Advisory Agreement (hereinafter referred to as the "Agreement") is made at Bangalore on _____ between:

M/s Entrust Family Office Investment Advisors Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at # 24, 4th Floor, 1st Cross, Magrath Road, Bengaluru - 560025 (hereinafter referred to as "IA", which expression shall unless the same be repugnant to or contrary to the meaning or context thereof mean and include its successors and permitted assigns) of the **ONE PART**,

AND

M/s. _____
a sole proprietary concern / partnership firm registered under the Partnership Act, 1932 / a Hindu Undivided Family / private / public limited company incorporated under the Companies Act, 1956/2013 / Limited Liability Partnership incorporated under the Limited Liability Act 2008/ Trust incorporated under the _____
_____ / Society having its office / Registered Office at _____
_____ (hereinafter

referred to as "**the Client**", which expression shall unless it be repugnant to the context of meaning thereof, be deemed to mean and include in case of a sole proprietary concern – his/her heirs, executors and administrators; in case of a partnership firm – the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner; in case of a Hindu Undivided Family – the member or members for the time being of the said Hindu Undivided Family, and their respective heirs, executors and administrators; in case of a company – its successors and permitted assigns; in case of an LLP-its successors and permitted assigns; in case of a Trust – its trustees for the time being and from time to time, and its successors; in case of a society – the members for the time being and from time to time, and the members of the Governing Body and any new members elected, appointed or co-opted its successors and permitted assigns) of the **Other Part**.

OR

Mr. / Ms. _____
_____ an Individual
/ Non resident Indian residing at _____
_____ (hereinafter referred to as "**the Client**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his / her heirs, executors and administrators), of the **Other Part**.

OR

Mr. / Ms. _____ and
Mr. / Ms. _____,
individuals residing at _____
_____ (hereinafter jointly and severally referred to as "**The Client**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include the irrespective heirs, executors and administrators), of the **Other Part**.

The IA and the Client shall hereinafter collectively be referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- (i) The IA offers Investment Advisory services to high net worth clients as per relevant laws and regulations (including applicable SEBI regulations).
- (ii) The Client is desirous of engaging the IA as his/ her/ its service provider to provide investment advisory services and related services (more particularly described in **Annexure 1** of this Agreement, such services being hereinafter referred to as the "**Services**") to the Client with respect to the investments of his/ her/ its securities and funds (also specified in **Annexure 5** of this Agreement). At the request of the Client, the IA has agreed to provide the Services to the Client.
- (iii) The Parties hereto are entering into this Agreement to set out the terms and conditions on which the IA has agreed to render, and the Client has agreed to avail of, the Services.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

Unless the context or meaning otherwise requires, in this Agreement (including in the recitals hereinabove and the annexures and schedules, if any, hereto) the following expressions shall have the meanings assigned to them respectively hereafter, viz.:-

"**Account Opening Form**" means one or more form(s) provided by the IA, to be submitted by the Client to the IA, containing details relating to the Client and/or the Services to be availed under this Agreement.

For Entrust Family Office Investment Advisors Pvt. Ltd.

Authorised Signatory



Client

"Agreement" shall mean this Investment Advisory Services Agreement and includes any schedules, annexures or exhibits to this Agreement and any amendments made to this Agreement by the Parties in writing or through any electronic means including by emails, as the case maybe.

"Assets" shall mean the funds and securities of the Client more particularly described in Annexure 5, with respect to which the Client has engaged the IA's Services under this Agreement.

"Assets Under Advice" shall mean the aggregate net asset value of securities and investment products for which the investment adviser has rendered investment advice irrespective of whether the implementation services are provided by investment adviser or concluded by the client directly or through other service providers;

"Family of Client" shall include the Client (who shall be an individual), along with his/her dependent spouse, dependent children and dependent parents; where dependent family members shall be those members whose assets on which investment advisory service is sought/provided, originate from income of the earning individual Client in the family.

"FDI Policy" means the Consolidated Foreign Direct Investment Policy of the Government of India issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India effective April 10, 2012, as amended from time to time.

"FEMA" shall mean the Foreign Exchange Management Act, 1999, as amended from time to time, and the rules and regulations made thereunder.

"Group" shall mean an entity which is a holding, subsidiary, associate, subsidiary of a holding company to which it is also a subsidiary or an investing company or the venturer of the company as per the provisions of Companies Act, 2013 for non-individual investment adviser which is a company under the said Act and in any other case, an entity which has a controlling interest or is subject to the controlling interest of a non-individual investment adviser.

"NRI" / "Non-Resident Indian" means a person resident outside India who is a citizen of India or is a PIO, as defined under the Foreign Exchange Management (Deposit) Regulations, 2000 from time to time.

"Investment Advice" means advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication for the benefit of the client and shall include financial planning"

"Regulatory Cap" means an annual cap on Asset Advisory Fees chargeable by the under this Agreement by the IA, being 2.5% of the Asset Under Advice per annum.

"SEBI" shall mean the Securities Exchange Board of India established under sub-section (1) of Section 3 of the Securities and Exchange Board of India Act, 1992.

"Services" shall mean the Investment Advisory services to be provided by the IA to the Client as set out in this Agreement, particularly **Annexure 1** and the term "Services" shall mean all or any of the Services, depending on the context in which it is used.

2. INTERPRETATION

Unless otherwise provided or unless the subject or context otherwise requires, in this Agreement:

- (i) Any reference to the provision of any statute shall be deemed to include reference to the same as in force (including any amendments or re-enactment) at the time the matter relating thereto occurs.
- (ii) Clause and paragraph headings are inserted for ease of reference only and shall not affect the interpretations of this Agreement. References to clauses, schedules, exhibits or annexures shall be construed as references to clauses, schedules, exhibits or annexures of this Agreement, unless specified otherwise.
- (iii) Words denoting one gender include all genders; word denoting company include body corporate, corporations and trusts and vice-versa; words denoting the singular include the plural; and words denoting the whole include a reference to any part thereof.
- (iv) Reference in this Agreement to any document, security or agreement includes reference to such documents, security or agreement as amended, novated, supplemented, varied or replaced from time to time through a document or through any electronic means including through emails.
- (v) Reference to "this Agreement" means this Agreement together with its recitals and the forms annexed hereto along with any, annexures, schedules executed by the parties which would form part of the Agreement and any / or alteration made by executing an addendum or a revised updated annexure or schedule.

(vi) The words "including", "include" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of the preceding words.

(ix) Any term or expression used but not defined herein shall have the same meaning attributable to it under applicable law.

3. APPOINTMENT OF IA

- 3.1. Pursuant to valid and proper authority and in accordance with applicable laws, the Client hereby appoints the IA to provide Services, entirely at his/her/its own risk, including the Services for and in respect of the Assets of the Client, in accordance with the provisions of this Agreement. The IA hereby accepts its appointment by the Client and agrees to render the Services as per the terms of this Agreement.
- 3.2. Parties agree that the intention of this Agreement is for the IA to provide the Client with its Services as per the terms mentioned herein. The IA shall apply its professional expertise in order to help the Client achieve his/ her/ its investment goals as communicated to the IA by the Client in writing in the Account Opening Form (including any amendments thereto in writing communicated by the Client to the IA).
- 3.3. The Client is, and shall be deemed to be, in possession and control over the Assets at all times and the IA shall not have any possession, authority or power whatsoever with respect to the Assets. The Parties acknowledge and agree that the Services of the IA are provided to the Client on a purely non-discretionary basis. The Client retains the absolute and unfettered discretion and authority to make decisions with respect to the Assets. The Client also retains the absolute and unfettered rights to disregard any advice of the IA at any time. The Client however agrees to notify the IA in writing in the event that the Client decides to disregard any advice given by the IA.
- 3.4. The Client shall, subject to the prior written consent of the IA (which shall not be unreasonably withheld or delayed), be entitled to modify the Assets from time to time by documenting the same in writing (such document must be signed by both the Client and the IA) in a format similar to the format describing the Assets in Annexure 5. Such modifications may include addition of assets to, or removal or deletion of assets from, the existing definition of Assets as set out in Annexure 5.

4. INVESTMENT OBJECTIVES AND RESTRICTIONS

- 4.1. The Client shall set out his/ her/ its investment objectives, goals and restrictions clearly in Account Opening Forms, including the Risk Profile Form. In the event of any change in these investment objectives/ goals/ restrictions, the Client shall promptly notify the IA in writing.
- 4.2. The IA shall provide advice to the Client to the best of its professional abilities to endeavor to achieve the stated investment objectives and goals of the Client. In the event that the Client has indicated in writing any restrictions to be followed with respect to his/ her/ its investments in the Account Opening Form, the IA shall take into account such restrictions in providing advice to the Client. Client is not being offered any guaranteed or assured returns by the IA.

5. RESPONSIBILITIES OF THE IA

- 5.1. The IA shall keep confidential all proprietary information exchanged between the Client and the IA in the course of the IA's engagement hereunder unless the IA is legally compelled or required to disclose such information by any regulatory/ statutory/ government authority or such disclosure is in line with the provisions of this Agreement or the Code of Conduct of the IA as set out in Annexure 2 of this Agreement. In the event that the IA shares any Client information with any person who is acting as a service provider to the IA, it shall ensure the following:
 - (a) The relevant service provider enters into a Non-Disclosure Agreement with the IA, whereby it shall agree to keep Client information confidential, subject to certain terms and conditions set out therein; and
 - (b) The IA shall notify the Client of the particulars of the relevant service provider by email.

The Client consents to the disclosure of any relevant Client information including his/her/its sensitive personal data by the IA to such a service provider, which is necessary to enable it to deliver its services effectively
- 5.2. The IA will not receive any remuneration whatsoever (including any upfront fees or trail commissions) from any product providers or intermediaries in relation to the products/ services/ advice given by IA to the Client.

6. The IA may at the Client's request introduce the Client, directly or through its Group companies or otherwise, to other service providers providing services or product which the Client may require. The Client acknowledges that while introducing the Client to other service providers, the IA shall act merely as a facilitator in order to enable the Client to meet and engage with the service provider and the IA shall not be responsible for any act or omission whatsoever on the part of the service provider. The Client shall take its own decisions as regards appointment of any person introduced by the IA for any service in its sole discretion.

7. Each service provider may require the Client to execute documents in relation to and in connection with the services which the service provider will provide. The Client agrees that the execution of any such document would be at the sole risk of the Client and that the Client shall read carefully and understand (by itself or with the help of any of its advisors) all the terms of such service provider's documents before acting on their advice. All transactions entered into by the Client are exclusively at the risk of the Client and the IA shall not be responsible for any loss, cost or damage, arising directly or indirectly, that the Client may bear in relation to the services provided by such service providers, including losses or damages suffered in the process of the settlement, sale or transfer of any assets or investments.

7.1. The IA shall ensure proper and timely handling of complaints from the Client and take appropriate action immediately.

7.2. The IA shall act with competence and strive to maintain the necessary knowledge and expertise in its business activities.

7.3. The IA shall provide advice only in those areas in which it has the necessary competence and skills. Where it is not professionally competent in a specific area, the IA shall advise Client to seek the advice of other qualified professionals.

7.4. The IA shall ensure that any person it employs or appoints to conduct business for or with the Client is suitably qualified and competent, and that the person possesses the relevant professional training or experience to act in the capacity so employed or appointed.

7.5. When making a recommendation on an investment product/ strategy to a Client, the IA shall take all reasonable steps to determine the Client's financial objectives, risk tolerance, financial situation, investment experience and particular needs as set out by the Client in writing in the Account Opening Form (or any subsequent written amendment thereto).

7.6. The IA shall ensure that its recommendations are suitable for the Client, taking into account the information it has obtained from the Client in writing. The IA shall ensure that its recommendations are based on thorough analysis and take into account the relevant facts and circumstances of the Client as well as relevant alternative investment options.

7.7. IA shall explain to the Client the basis for its recommendation and why the investment product(s)/ strategy it is recommending is suitable for the Client.

7.8. The IA shall act in the best interests of the Client when providing Services to the Client. IA shall disclose in writing to the Client any actual or potential conflicts of interest arising from any connection to or association with any product provider, including any material information or facts that might compromise its objectivity or independence in the carrying on of financial advisory services.

7.9. The IA confirms to the Client that it has disclosed to Client all material information about itself including its business, disciplinary history, the terms and conditions on which it offers advisory services, affiliations with other intermediaries and such other information as is necessary to take an informed decision on whether or not to avail its services.

7.10. IA shall, before recommending the services of a stockbroker or other intermediary to the Client, disclose any consideration by way of remuneration or compensation or in any other form whatsoever, if any, received or receivable by the IA, if the Client desires to avail the services of such intermediary.

7.11. IA shall disclose to the Client its holding or position, if any, in the financial products or securities which are subject matter of advice.

7.12. IA shall, while making an investment advice, make adequate disclosure to the Client of all material facts relating to the key features of the products or securities, particularly, performance track record, wherever applicable.

7.13. IA shall draw the Client's attention to the warnings, disclaimers in documents, advertising materials relating to an investment product, which it is recommending to the Client.

7.14. The Client shall have its own independent relationships with its bank,

custodian, depository participant, broker, mutual fund distributor, Portfolio Manager etc. (whether through his/ her/ its own initiatives/ existing relationships or referred by the IA or otherwise). The IA shall not, in any event, be responsible for execution of the Client's transactions through such bank, custodian, depository participant, broker, mutual fund distributor, Portfolio Manager etc., nor shall the IA carry any responsibility or liability whatsoever for the performance/ non-performance of their duties/ responsibilities by any of such bank, custodian, depository participant, broker, mutual fund distributor, Portfolio Manager etc.

7.15. The IA has committed itself to a Charter/ Code of Conduct as the basis upon which it shall provide Services to the Client (such Charter/ Code of Conduct is attached to this Agreement as Annexure 2 by way of reference). The IA commits to the Client that it shall follow the Charter/ Code of Conduct in letter and in spirit to the best of its ability, during the course of its interactions as a service provider to the Client.

7.16. The IA will recommend direct implementation of advice i.e. through direct schemes/direct codes, and other client specifications / restrictions on investments, if any without charging any distributions fees. However, the Client may be charged for any fund accounting services or other services provided to it by any entity of the Group. Advice pertaining to each Client shall be provided as per the risk profiling of the Client and product suitability.

7.17. The IA fulfils all requirements pertaining to 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.) as prescribed under the SEBI (Investment Advisers) Regulations, 2013 and hereby covenants to maintain them throughout the validity of advisory service.

The IA agrees that it shall at all times maintain an arms-length relationship between the Services provided hereunder and the other services provided by it. In respect of other services provided by the IA, the same shall be provided from a division/department of the IA separate from the division/department providing Services hereunder.

7.17.1 The IA and its Group shall not provide distribution services to the Client.

7.17.2 The IA to ensure 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 IA, and that nothing provided herein shall be deemed to constitute a power of attorney granted by the Client in favour of the IA. 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 Fund's securities/investment products.

7.17.3 The IA shall be responsible for maintenance of the Fund's accounts and data as mandated under the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013.

7.17.4 The IA hereby declares as follows:

7.17.4.1 IA shall neither render any investment advice nor charge any fee until the Client has signed this Agreement.

7.17.4.2 IA 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 IA.

7.17.4.3 IA 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 riskfree and/or not susceptible to market risks and or that it can generate returns with any level of assurance.

7.17.4.4 It shall charge advisory fees to the Client in accordance with the applicable laws including the SEBI (Investment Advisers) Regulations.

8. RIGHTS OF THE IA

8.1. The IA may freely enter into transactions on its own account and deal in securities/ investment products at its sole discretion, some of which may have been subject matter of advice given to the Client by the IA. Provided that the IA shall not enter into transactions on its own account which is contrary to its advice given to Client for a period of fifteen days from the day of such advice. Provided that during the period of such fifteen days, if the IA is of the opinion that the situation has changed, then it may enter into such a transaction on its own account after giving such revised assessment to the Client at least 24 hours in advance of entering into such transaction.

8.2. The Client shall ensure that the IA has access to all reports/ information as may be

required by it from time to time to perform the Services. The Client shall make available any such reports/ information to the IA promptly upon request by the IA.

9. FEES AND BILLING

- 9.1. The Client hereby agrees to pay fees according to Annexure 1 as consideration for availing of the IA's Services. Such fees shall be exclusive of taxes and statutory levies, if any.
- 9.2. In addition to the fees mentioned above, the Client hereby agrees to pay all costs/ expenses incurred by the IA in relation to provision of Services to the Client under this Agreement, including, without limitation, any costs/ expenses associated with travel/ courier/ postage/ photocopy/ delivery/ stamp duty/ notary charges/ domestic and overseas communication (fax/ telephone etc.) with Clients or on behalf of Clients or with third parties in relation to the Services/ related activities.
- 9.3. The Client hereby grants its consent to the fees/ costs and other charges specified in this Agreement and detailed at Annexure 1 for the Services provided by the IA and shall not raise any objections with respect to the same.
- 9.4. All fees/ costs shall be paid or made in full by the Client without any counter claim, set off or withholding. However, the fees may be subject to tax deducted at source at prescribed rates under the Income Tax Act, 1961 (as prescribed from time to time).
- 9.5. Further, IA reserves the right to suspend or discontinue work if the payment is not received by it within three months of it raising the invoice ("Delayed Payment"). IA shall not accept, and shall not be responsible for any consequences as a result of such discontinuation.
- 9.6. The Delayed Payment/s will carry an interest rate of 18% per annum, until such time Delayed Payments are paid. Further, please note that if the Client terminates the assignment while it is still in progress, IA would invoice the Client for the work completed till the date of communication of termination and the payment not paid within the period of three months would be treated as Delayed Payment as well, attracting the interest rate of 18%.

10. CONFIRMATIONS AND UNDERTAKINGS BY THE CLIENT AND OBLIGATIONS OF THE CLIENT

- 10.1. The Client hereby represents and warrants that he/she/ it is an Indian resident, or a non resident Indian and has right, power and capacity to enter into, and exercise its respective rights and perform its obligations as contemplated by and as specifically set out in this Agreement under the laws of its jurisdiction and is in compliance with all applicable laws relating to investments by Client in India and has obtained all relevant permissions (if any) under such laws (including without limitation approvals required from the RBI, if required) for the purpose of entering into this Agreement and performing any transactions contemplated under this Agreement. The Client agrees and acknowledges that he/she/ it is under a continuing obligation to ensure that he/she/ it meets the aforesaid requirements during the currency of this Agreement.

In the event the Assets are held by a minor child of the Client under the guardianship of the Client, the Client assumes full responsibility with respect to the Assets and the investments made therefrom, whether on the advice of the IA or otherwise. The contract for Services shall be between the Client and the IA only and not between the minor child and the IA. The Client shall be solely the responsible person for all decisions with respect such Assets.

- 10.2. The Client hereby confirms that: (i) the Client is fully informed of the legal requirements within their country for making investments as contemplated under this Agreement; (ii) the Client is permitted to make such investments under the laws and regulations of his/ her/ its country in the manner in which Services are proposed to be provided by the IA under this Agreement; (iii) the Client is fully informed of any relevant foreign exchange restrictions and tax considerations arising out of their investments that may be subject matter of IA's advice under this Agreement; (iv) the amount invested by the Client that are subject matter of IA's advice under this Agreement is through legitimate sources only and not from any source in contravention of any applicable laws, including without limitation, any applicable anti money laundering and related laws. In the event that the Agreement is executed by more than one individual, each party's liabilities thereunder shall be joint and several.
- 10.3. The Client hereby confirms that it is not a dependent of any person, and that it has truly and accurately included all its dependents in Annexure 6 (Dependent Declaration). Further, the Client undertakes to intimate the IA immediately in case of any changes to the details provided by it regarding its dependents and Family of Client under the Dependent Declaration. The Client shall provide an annual declaration or periodic updation in the manner prescribed by the Investment Advisor in respect of such dependent family members.

- 10.4. The Client covenants that the Client shall adhere with all requirements relating to investments by him/ her as contemplated under this Agreement under applicable laws including but not limited to the FDI Policy, FEMA and/or the regulations issued thereunder, if applicable, SEBI/ regulations issued thereunder, if applicable and all applicable income tax laws and shall obtain all necessary permissions/consents including filing FATCA filings and such other filings if any required during the subsistence of this Agreement. The Client agrees and undertakes that the IA shall not be liable for any consequence of any disability being subsequently discovered by any regulatory authority with respect to the ability of the Client to make investments that may be the subject matter of the IA's advice or for pecuniary loss or damage as a consequence of any violation of applicable laws by the Client and the same shall be entirely to the cost and consequence of the Client.

- 10.5. The Client undertakes to promptly notify the IA in writing of any changes in the information (including a change in identity by change of name and/or residential status, change in investment objectives/ goals/ restrictions etc.), representations or confirmations, provided by him/her in or along with this Agreement or the Account Opening Form or any other document submitted by the Client with the IA.

10.6. Taxes

The Client hereby unconditionally and irrevocably undertakes to promptly and regularly pay, as per the applicable laws, all taxes payable in connection with the investments that may be the subject matter of advice under this Agreement, including without limitation income tax, if any, on the income arising from the investments whether by way of interest, dividend, short term and long term capital gains, stamp duty (where applicable) or otherwise howsoever and file, within the prescribed time frames all tax returns, statements, applications and other documents in that behalf. Further, the Client confirms that the IA is not responsible, in any manner whatsoever, for planning and / or paying of any taxes for and on behalf of the Client, even if the same is requested by the Client.

10.7. SEBI Compliances

The Client undertakes that it shall be solely and absolutely responsible and liable for any breach or violation of any of its obligations under any of the regulations issued by SEBI, including the SEBI (Prohibition of Insider Trading) Regulations, 1992 and the SEBI (Substantial Acquisitions of Shares and Takeovers) Regulations, 2011. The IA shall carry no responsibility to the Client in matters pertaining to the Client's compliances with applicable SEBI regulations and the Client shall indemnify the IA for any losses that it may incur in this regard.

- 10.8. The Client hereby agrees to provide to the IA all the details as mandatorily required pursuant to any statute, legislation, act, rules, etc.

10.9. Know Your Client Requirements

The Client shall adhere to any Know Your Client and Prevention of Money Laundering requirements of the IA. In this regard, the Client shall provide to the IA any information and/or documents required by it at any time.

11. LIABILITY OF THE IA

- 11.1. The IA does not, directly or indirectly, assure or guarantee any minimum returns. The IA shall not be liable in case of depreciation in the value of Assets that are the subject matter of the IA's advice.
- 11.2. The Client acknowledges and agrees that the IA (or its directors, officers, employees, agents, group entities, consultants or other representatives) shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any loss suffered by the Client in connection with the Services or the Assets or in respect of any matter to which the Agreement relates unless such damage or loss has resulted directly from mala fide, fraud, gross negligence or willful misconduct by the IA in discharge of its duties as per this Agreement (except for actions undertaken by the IA in good faith). At the request of the Client, IA or any of its affiliates may, coordinate with brokers, custodians, lawyers, tax advisors, trust companies, real estate agents, property management companies etc. for execution purposes in the event the Client appoints them for such coordination. Under no circumstances shall the IA be responsible or liable for any actions of any other intermediaries/ consultants referred to the Client by the IA such as brokers, custodians, lawyers, tax advisors, trust companies, real estate agents, property management companies etc. or for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any loss suffered by the Client in connection with the engagement of the Client with any of such aforementioned professionals/ service providers. Without prejudice to the generality of the above, the IA shall not be liable for any loss or damage caused to the Client by reason of:
 - a. Any delay, error, default and failure by the Client in providing instructions/ communication/ updates to the IA;

- b. Any risks generally associated with transactions on the stock exchange(s), mutual funds, other investment products and markets in general.

- 11.3. 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 Investment Advisor shall take reasonable steps to minimize service interruptions but shall have no liability with respect thereto. Notwithstanding anything to the contrary in this Agreement or in any other document/ agreement between the Client and the IA, the maximum liability of the IA to the Client under this Agreement shall under no circumstances exceed, in aggregate, the fees for the last three months or last financial quarter received prior to the incidence of the liability by the IA from the Client.
- 11.4. The coordination shall be done as per the Indian Standard Time as well as holidays applicable as per the laws of India. The Service Provider shall not bear any damages/ losses / claims with respect to any lapse in execution including for the actions of other service providers.
- 11.5. In addition to provisions of this clause 11, the services of the IA are restricted to the laws applicable in India only and bares no liability/ losses/ damages for any actions/ advise or such other applicable scenarios pertaining to the laws applicable to you. Under no circumstances shall the IA be responsible or liable for any actions of any other intermediaries/ consultants of the Client for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including loss of profits, loss of goodwill, business interruption etc.) for any loss suffered by the Client in connection with the engagement of the Client with any of such aforementioned professionals/ service providers whether in India or in the country of your residence/ domicile/ tax residence or citizenship or any other applicable modes which determine your residential status.
- 11.6. The IA shall not incur any liability towards the Client by reason of any loss, which a client may suffer by reason of any depletion in the value of the as 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.
- 11.7. The IA shall not be liable to the Client for any 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.
- 11.8. **Email Indemnity:** The Client shall agree to sign and be bound by the terms of the Email Indemnity as annexed as Annexure 3 to this Agreement.

12. RISKS AND CONFLICTS

- 12.1. **Risks Involved:** It is expressly stated and understood by and between the Parties that the nature of the Services provided herein carries certain risks and the Client has entered into this Agreement with full knowledge of such associated risks. The Client clearly understands that investments in securities and other investment products/ asset classes that may be the subject matter of the IA's advice entails a high degree of risk and there can be no assurance from the IA about minimum returns thereon or even as regards preservation of capital. These risks are inherent in this business. For a detailed statement of risk factors, kindly refer to Annexure 4.
- 12.2. **Potential Conflict and Disclosures:** The Client recognizes that the IA may have a direct or indirect interest or a relationship with another party, which may involve a potential conflict interest vis-a-vis the IA's duty towards the Client. The IA will comply with its obligations relating to conflicts of interest as set out in this Agreement and under applicable laws. The IA shall not be liable to the Client for any profit, commission or remuneration made or received from or by reason of such transactions or any connected transactions and the IA's fees shall not be abated thereby. For example, such potential conflicting interests may arise because:
- The IA undertakes investment business for other clients;
 - The transaction is in securities issued by another client of the IA;
 - The IA or its associates / Group companies provide certain services to the issuer of securities in which investment is made pursuant to advice by the IA.

The Client takes note of the potential conflict situations and confirms that notwithstanding this, the IA is authorized to provide Services to the Client, whether or not such investment / disinvestments involves a conflict.

13. REPRESENTATIONS AND WARRANTIES

- 13.1. The Parties hereto represent and warrant that:
- Each of them has full power and authority to carry on his/her/ its business;
 - The execution and delivery of this Agreement and all other agreements contemplated herein will not result in the breach of any terms and conditions of any agreement or deed, or constitute default under applicable law or other obligations to which he/she/ it is bound or violate any rule, regulation or law of any Government or any order, judgment or decree of any court or government body; and
 - The execution and delivery of this Agreement and the other acts/ covenants/ contemplated hereby, have been duly authorized by all necessary approvals/ sanctions / resolutions such as those of board of directors and shareholders actions/ trustee.
- 13.2. The Client represents and warrants that he/ she/ it has understood the risks involved in investing in securities and other investment products/ asset classes that may be the subject matter of the IA's advice and that the Client is financially capable of withstanding any loss incurred as a result of such investment.
- 13.3. The Client acknowledges that the IA may have advised the Client on securities and other investment products/ asset classes that may have limited liquidity and consequently, the Client may not be able to liquidate the investment in such securities and other investment products/ asset classes.
- 13.4. The IA shall act in a fiduciary capacity towards the Client at all times.
- 13.5. The IA shall
- at all times ensure compliance with the provisions of IA Regulations;
 - conduct detailed risk profiling and risk assessment (including risk capacity and risk aversion) of the Client and update the risk profile and risk assessment of the Client periodically and provide Services appropriate to the risk profile and risk assessment of the Client. Further, the IA shall ensure that wherever a recommendation is given to the Client to purchase a particular product, such recommendation or advice is based upon a reasonable assessment that the structure and risk reward profile of financial product is consistent with Client's experience, knowledge, investment objectives, risk appetite and capacity for absorbing loss.
 - provide reports to the Client on potential and current investments, in accordance with the IA Regulations;
 - maintain proper books and records in connection with the Investment Advisory Services such as client wise KYC (Know-Your-Client), risk profiling, risk assessment, analysis reports of investment advice and suitability and such other items as may be prescribed under the IA Regulations.
 - conduct an annual audit in respect of compliance with the IA Regulations;
 - attend to and address any and all Client queries/complaints/concerns/ grievances within the timelines specified under the SEBI Regulations;
 - abide by the code of conduct as prescribed by SEBI under the SEBI Regulations.
- 13.6. The IA represents that it shall not provide any distribution services for securities and investment products, either directly or through its Group entities, to the Client (including the Client's group entities, in case the Client is a non-individual) availing advisory services from the IA. Further, the IA represents that it shall not provide any advisory services for securities and investment products, either directly or through its Group entities, to the client (including the Client's group entities, in case the Client is a non-individual) availing distribution services of the IA.
- 13.7. The IA shall maintain an arm's length relationship between its activities as investment adviser and distributor by providing advisory services through a separately identifiable department or division.
- 13.8. The IA declares that it is carrying on its activities independently, at an arms-length basis with its related parties.
- 13.9. The IA shall take requisite consents and permissions from the Client prior to undertaking any actions in relation to the securities advised by the IA.
- 13.10. The IA shall not seek any power of attorney or authorizations from the Client for implementation of investment advice.

14. INCOME TAXES AND OTHER APPLICABLE LAWS

You are advised to observe the limitations with regards to dealing in securities and services laid under the Indian applicable laws including under Reserve Bank of India

Act, Foreign Exchange and Management Act, Income Tax Act Etc. Subject to the terms of this Agreement, our advice shall be limited to the laws applicable to Republic of India. We request you to consider the provisions applicable to you under the laws of your country of residence. We can however, wherever possible extend our assistance to you with respect to opinion, advise etc. as per your laws of the land for a separate mutually agreed fee.

Any Income tax and other direct tax liability on the investments, funds and yields therefrom shall be borne and paid by the Client. The IA does not take any responsibility for any matters relating to the income tax filings or assessments of the Client. The Client is advised to consult his/ her/ its own tax advisor with respect to the specific tax implications arising out of his/ her/ its investments.

15. TERM AND TERMINATION

- 15.1. This Agreement shall commence from the date hereof and shall continue unless terminated by either Party as per the terms of this Agreement.
- 15.2. Either Party may terminate this Agreement at its discretion, without assigning any reason, by giving 90 days prior written notice to the other Party.
- 15.3. The IA reserves the right to terminate this Agreement with immediate effect in case the Client does not pay on time any fees, charges, commissions, or any other amount due and payable to the IA (subject to grace period of 30 days).
- 15.4. The Client reserves the right to terminate this Agreement with immediate effect in case the IA breaches any of its obligations under this Agreement and is unable to cure such breach within 30 days of written notice being provided by the Client to the IA of such breach.
- 15.5. The Client can terminate this Agreement, on account of the following reasons:
 - (a) suspension or termination/cancellation of the registration of the IA as an IA by SEBI; and
 - (b) any other action taken by any regulatory authority or governmental authority.
- 15.6. In the event of termination of this Agreement, such termination shall have no effect on the transactions executed before such termination and the IA shall continue with the completion of any investments in progress (if applicable). Further, the IA shall provide transition support to the Client upon such termination, as may be required.
- 15.7. The IA shall also be entitled to immediately terminate this Agreement if the performance thereof is prevented for any cause beyond the reasonable control of the IA, including but not limited to war, flood, earth-quake, act of god, any act of Government, policy/regulation/law changes which affect capital markets, policy change/technology upgrade /obsolescence of technology or any other cause beyond the control of the IA which could not have been foreseen or avoided by the exercise of due diligence.
- 15.8. Upon termination of this Agreement, the Client will pay the IA all accrued fees in accordance with Annexure 1, up to the date of termination. Any fees (or part thereof) received by the Investment Advisor in advance for which no services have been rendered until the date of termination of this Agreement shall be refunded to the Client without any accretions or interest by the Investment Advisor.

16. CONSEQUENCES OF TERMINATION

- 16.1. All rights and obligations which have accrued or arisen prior to the termination of this Agreement shall continue to be governed by the provisions of this Agreement irrespective of any termination.
- 16.2. Upon the termination of this Agreement in accordance with Clause 14 above, the Client shall settle all dues owed by the Client under this Agreement towards fees, costs, charges and expenses.

17. MISCELLANEOUS

- 17.1. Dispute Resolution and Arbitration
 - (a) IA shall be responsible to resolve the grievances within the timelines specified under SEBI circulars. Any dispute amongst the Parties hereto during the subsistence of this Agreement or thereafter, arising out of or in connection with this Agreement, including without limitation in relation to the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question in relation to the Agreement, the Parties hereto shall endeavor to settle such dispute amicably within fifteen (15) working days.
 - (b) If the Parties fail to resolve the dispute in the manner set out above within fifteen (15) working days from the date of commencement of negotiations ("Negotiation Tenure") under Clause 17.1(a) above, the dispute shall be referred to arbitration of

a sole arbitrator to be appointed by the Parties; provided that in case the Parties are unable to agree upon the appointment of a sole arbitrator within a period of fifteen (15) days from days of expiry of Negotiation Tenure to a panel of three (3) arbitrators with each Party nominating one (1) arbitrator (and notifying the other Party within fifteen (15) days of such appointment) and the two (2) arbitrators so appointed appointing one (1) arbitrator. The place of Arbitration shall be Bangalore. The arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996 and shall be in English language. The arbitrator/ arbitral panel shall also decide on the costs of the arbitration proceedings. The courts of Bangalore, India shall have exclusive jurisdiction in respect of the arbitration.

- (c) The arbitrator's/ arbitral panel's award shall be substantiated in writing and the Parties hereto shall submit to the arbitrator's/ arbitral panel's award which shall be enforceable in any competent court of law. The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

17.2. Governing Law, Jurisdiction and Government Regulations

- (a) This Agreement shall be governed and construed in accordance with the laws of India and subject to the provisions of Clause 15.1, shall be subject to the exclusive jurisdiction of the courts at Bangalore.
- (b) The IA has formulated this Agreement as per rules, regulations, guidelines and circulars issued by SEBI, and other regulatory authorities. In case of a change in the applicable laws, the IA shall modify the provisions of this Agreement and to the extent necessary to ensure conformity the applicable law.

17.3. Partial Invalidity

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

17.4. Notices

- (a) Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/ email/ electronic transmission, and then confirmed by postage, prepared registered, airmail, or by a recognized courier service, in the manner as elected by the Party giving such notice to the following addresses (except for communications referred to in Clause 15.4 (e) below for which such physical confirmation is not necessary):

- (a) In the case of notices to the IA;

Address : NO.24, 4th Floor, 1st Cross, Magrath Road, Bangalore 560 025
 Telephone : 080-41479777
 Fax : 080- 41281888
 Attn : Mr. Rajmohan Krishnan
 E-mail : rajmohan@entrust.co.in

- (b) In case of notices to the Client;

Address : _____
 Telephone : _____
 Fax : _____
 Attn : _____
 E-mail : _____

- (b) All notices shall be deemed to have been validly given on (i) the business date of transmission with confirmed answer back, if transmitted by facsimile/ electronic transmission, or (ii) the business date of transmission without any error messages indicating failure of delivery, if transmitted by email, or (iii) the business date of receipt, if transmitted by courier or registered mail or post.

- (c) Either Party may, from time to time, change its address or representative for receipt of notices provided for in this Agreement by giving to the other, not less than ten (10) days prior written notice.

- (d) The Client shall appoint its personnel who are authorised to communicate with the IA ("Authorised Persons") and shall at all-time keep the IA notified of such personnel. Any changes in such personnel shall immediately be notified to the IA. The IA shall be entitled to rely on any notice / communication purported to be sent by an Authorised Person.

- (e) Electronic Communications: Notwithstanding anything to the contrary contained in this Agreement:

- i. the Client hereby requests and authorises the IA to act and rely on any instructions or communications for any purpose (including but not limited to the instructions/communications pertaining to the Services that may be provided by IA to the Client under this Agreement) which may from time to time be or purport to be given by telephone, email, facsimile or any other form of electronic communication by the Client/ Authorised Persons ("Instructions"); and
- ii. the Client hereby requests and authorises the IA to send all communications/ advice/ reports/ information/ instructions to the Client/ Authorised Persons/ the Client's wealth managers (which includes other service providers carrying wealth management services, PMS providers, any other investment advisors, any such professional service providers) / bankers pursuant to this Agreement by telephone, email, facsimile or any other form of electronic communication, without requirement for follow up by physical copy, by post, courier or other means.

The Client understands and acknowledges that there are risks involved in sending the Instructions to IA and receiving communications/ advice/ reports/ information/ instructions from IA to the Client/ Authorised Persons/ the Client's wealth managers/ bankers via telephone, email, facsimile or any other form of electronic communication and hereby agrees that all risks shall be fully borne by the Client and that the Client assumes full responsibility for the same, and the IA will not be liable for any losses or damages arising (i) upon the IA acting, or IA's failure to act, wholly or in part in accordance with the Instructions or (ii) on account of sending any communications/ advice/ reports/ information/ instructions to the Client / Authorised Persons/ the Client's wealth managers/ bankers via telephone, email, facsimile or any other form of electronic communication. In consideration of the IA agreeing, subject to the terms and conditions hereunder, as aforesaid, the Client hereby irrevocably agrees and undertakes:

- i. That the IA shall be entitled to act or refuse to act as it sees fit, without incurring any liability whatsoever to the Client or to any other person, upon any Instructions for any purpose which may from time to time be or purport to be given by telephone, facsimile, email or any other form of electronic communication by the Client/ Authorised Persons, even if such Instructions or communications are not followed up by written confirmation to IA;
- ii. That IA shall not be required to verify the identity of the person giving Instructions or make any independent investigation of the authority given to such person, or to verify the genuineness of any signature(s) which in the IA's opinion appears to be the Client's signature(s) or that of any Authorised Person;
- iii. Not to make any claim against IA by reason of or on account of IA having so acted or IA having acted wrongly or mistakenly or of IA's failure to act wholly or in part in accordance with the Instructions;
- iv. That IA shall be entitled keep records of the Client's/ Authorised Persons' Instructions given or made by telephone, facsimile, email or any other form of electronic communication in such form, physical or electronic, as IA may deem fit, and IA's records shall be conclusive and binding on the Client. The IA shall be entitled to dispose of or destroy any such records at any time as determined by IA at its sole discretion;
- v. That IA shall be entitled to require any Instruction in any form to be authenticated by use of any password, identification code or test as may be specified by IA from time to time and the Client shall ensure the secrecy and security of such password, code or test and Client shall be solely responsible for any improper use of the same;
- vi. That, notwithstanding the above, IA may, under circumstances determined by IA in its discretion, require from Client confirmation of any Instructions in such form as IA may specify before acting on the same; and
- vii. The Client shall keep IA indemnified from and against all claims either by Client or any other, actions, demands, liabilities, costs, charges, damages, losses, expenses and consequences of whatever nature which may be brought or preferred against IA or that IA may suffer, incur or sustain by reason of or on account of IA having so acted whether wrongly or mistakenly or not, or of IA failing to act wholly or in part in accordance with the Instructions and the above mentioned terms.

17.5. Reservation of Rights

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provision of this Agreement shall in any way affect, diminish or Prejudice, the right of such Party to require performance of that provision at a latter point of time. Any waiver or acquiescence by either Party of any breach of any of the provisions of this Agreement shall not be construed as waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/ or position other than as expressly stipulated in this Agreement.

17.6. Amendments

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless:

- a. made in writing by both Parties through execution of an addendum; or
- b. Communicated, agreed and acknowledged by both the Parties through an email.

17.7. Entirety

This Agreement is the entire Agreement recording the final understanding reached between the Parties in respect to matters concerning this Agreement and supersedes, overrides all prior agreements, arrangements and understandings between the Parties in that regard.

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.

17.8. Relationship

Nothing contain in this Agreement shall constitute a partnership between the Parties or authorize any Party to act as an agent of the other except to the extent specifically agreed in writing.

17.9. Assignment

Neither Party shall assign, transfer, and sell its right and obligations under this Agreement without the prior written consent of the other Party. Notwithstanding this Clause 15.9, the IA shall be entitled to assign its rights and obligations under this Agreement to any of its affiliates.

17.10. Cumulative Rights

All remedies of the Parties under this Agreement, whether provided herein or conferred by statute, contract, civil law, common law, custom, trade, or usage, are cumulative and not alternative and may be enforced successively or concurrently.

17.11. General Compliance and further acts

The Parties agree that they shall, in the performance of this Agreement, comply with all legal and regulatory requirements as may be applicable from time to time. Each of the Parties hereto undertakes to execute, do and take all such steps as may be in their respective powers to execute, do and take or procure to be executed, taken or done and to execute all such further documents, agreements and deeds and do all further acts, deeds, matters and things as may be required to give effect to the provisions of this Agreement.

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

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands to this presence on the day, month and year first hereinabove return:

SIGNED AND DELIVERED by the within named "Service Provider"

For Entrust Family Office Investment Advisors Pvt Ltd



Company
Round Seal

SIGNED AND DELIVERED by the within named "Client"

By the hand of Mr. / Ms./ M/S

(Seal and Stamp to be affixed in case of Non Individual clients)

WITNESSED BY Mr. /Ms. _____

Signature: _____ 

Residing at _____

ANNEXURE 1

Services

Brief Description of Service	Name of the service	Frequency of Service
Determine Asset Allocation	Risk Quotient	At the time of Initial engagement and subsequent request of the client
Monitor overall portfolio allocation and highlight portfolio deviations in reviews	Portfolio Review	Monthly / Quarterly on client request
Identify specific portfolio risks during the review		
To be the touch point for all the client's wealth managers	Ozone	On going
Vet product offerings from wealth managers and approve them based on suitability and risk		
Consolidate portfolio across wealth managers	Portfolio 360	Monthly / Quarterly on client request
Detailed review of individual wealth manager's performance	Portfolio Forensic	Quarterly
Rework on existing cost structures with wealth managers and dismantle them if required to bring in cost efficiency	Cost Audit	At the time of initial engagement
To the best of our ability, work on driving down investment cost of products	Confluence	Twice yearly on client request
Hold meetings with the entire family to update on portfolio developments		

**Note that any third party reference shall be subject to the terms of the Agreement (including, without limitation, Clause 5.6 and Clause 9.2)*

ANNEXURE 1

Fees

Subject to the Regulatory Cap, Fees payable by the Client under this Agreement shall be _____ % of Asset Under Advice subject to a cap of Rs. _____ (Rupees _____ only) p.a. plus applicable taxes. The Fees under this Agreement shall be payable at the beginning /end of each month /quarter. The Client shall pay within 2 weeks of receipt of the aforesaid invoice from the IA. The IA will confirm the receipt of fees from the Client vide E-mail.

Illustration

Fees – Rs. 400,000/- per annum. (Quarterly fees Rs. 100,000/-)

Regulatory Cap assumed @ 2.5% of the AUA

		Scenario 1	Scenario 2
Particulars	Calculation	Rs	Rs
AUA for the quarter Jan - Mar (assuming it was constant through the quarter) -(A)		1,00,00,000	10,00,00,000
Daily Average for the Quarter Jan - Mar - (B)	$B = A/365$	27,397	2,73,973
Regulatory Cap Fees 2.5% of the quarterly AUA ie 2.5% of (B)	$B * 2.5\% * 90 \text{ days}$	61,644	6,16,438
Fees as per schedule (for the quarter)		1,00,000	1,00,000
Fees to be charged (Lower of the two)		61,644	1,00,000

OR

Fees payable by the Client under this Agreement shall be _____ % p.a plus applicable taxes on the quarterly average assets (AUA). The Fees under this Agreement shall be payable at the beginning /end of each month /quarter. The Client shall pay within 2 weeks of receipt of the aforesaid invoice from the IA.

Slabs	Fee
up to ₹10 crores	_____ of the Assets
Above ₹10 crores up to ₹20 crores	₹ _____ /- + _____ on the AUA that exceeds ₹10
Above ₹20 crores	₹ _____ /- + _____ on the AUA that exceeds ₹20 crores

Illustration

Fees – 1.0% on the AUA, calculation on a quarterly average basis.

Particulars	Calculation	Rs
AUA for the quarter Jan - Mar (assuming it was constant through the quarter) -(A)		10,00,00,000
Daily Average for the Quarter Jan - Mar - (B)	$B = A/365$	2,73,973
Fees 1.0% of the quarterly AUA ie 1.0% of (B)	$B * 1.0\% * 90 \text{ days}$	2,46,576

Fees will also be revised based on mutual agreement for any change in the Scope of Services.

Fees can be remitted by either mode as under:

By way of cheque/demand draft drawn in favour of "Entrust Family Office Investment Advisors Pvt Ltd"; or

By way of online transfer to the following account of Investment Advisor:-

Account No	50200000544132
IFSC Code	HDFC0000184
Bank	HDFC Bank Ltd
Branch Address:	Indiranagar, Bangalore

For Entrust Family Office Investment Advisors Pvt. Ltd.

Authorised Signatory



Client

ANNEXURE 2

CHARTER/ CODE OF CONDUCT

Introduction

This document defines the rules of business and code of conduct to be followed by the management and employees of M/s. Entrust Family Office Investment Advisors Private Limited during the course of our business of providing Investment Advisory Services to our clients.

The business rules and code of conduct set out in this document represents the vision of the founders of M/s. Entrust Family Office Investment Advisors Private Limited, whereby we have placed the interests of our clients as the top priority in building our business model and have set for ourselves and the company the highest standards of transparency, ethics, integrity and reliability.

We, the founders, management and employees of M/s. Entrust Family Office Investment Advisors Private Limited commit to ourselves and to our clients that we will adhere to this Charter/ Code of Conduct during the course of professional life.

Remuneration - Open and Transparent Revenue Model

1. Our revenues shall be derived solely from our clients by way of consideration for services rendered. Our fees shall always be agreed upfront with our clients in writing.
2. We will not receive any remuneration whatsoever (including any upfront fees or trail commissions) from any product providers or intermediaries in relation to the products/ services/ advice given by us to our clients.

Integrity, Honesty and Fairness

1. We shall always conduct our business with honesty, fairness, integrity, professionalism and in the best interests of our clients.

Competence

1. We shall act with competence and strive to maintain the necessary knowledge and expertise in our business activities.
2. We shall provide advice only in those areas in which we have the necessary competence and skills. Where we are not professionally competent in a specific area, we will consult other qualified professionals or advise clients to seek the advice of other qualified professionals.
3. We shall ensure that any person we employ or appoint to conduct business for or with clients is suitably qualified and competent, and that the person possesses the relevant professional training or experience to act in the capacity so employed or appointed.

Confidentiality

1. We shall implement and maintain proper procedures to preserve confidentiality of information we receive from a client or which relate to a client.
2. We shall not disclose to any person any information given by a client unless:
 - a. The client has given his consent to us to disclose the information; or
 - b. Non-Disclosure Agreement signed with the respective service provider for not disclosing of Client information before providing client information to the service provider or
 - c. If such disclosure is required to be made as per applicable laws or to a regulatory/ statutory authority.

Risk Profile and Suitability

1. When making a recommendation on an investment product/ strategy to a client, we shall take all reasonable steps to determine the client's financial objectives, risk tolerance, financial situation, investment experience and particular needs.
2. We shall ensure that our recommendations are suitable for the client, taking into account the information we have obtained from the client. We shall ensure that our recommendations are based on thorough analysis and take into account all relevant facts and circumstances of the client as well as relevant alternative investment options.
3. We shall explain to the client the basis for our recommendation and why the investment product(s)/ strategy we are recommending is suitable for the client.

Conflict of Interest

1. We shall act in the best interests of our clients when providing services to our clients. We shall disclose in writing to the client any actual or potential conflicts of interest arising from any connection to or association with any product provider, including any material information or facts that might compromise our objectivity or independence in the carrying on of financial advisory services.
2. In assigning duties to our employees, we shall not place our staff in situations where conflicts of interest may arise. We shall ensure that there is proper segregation of duties to minimise any possible conflicts of interest.

3. We shall not receive any gifts or benefits whatsoever from any product provider or person, whereby such receipt may likely be seen to compromise our objectivity or independence in the carrying on of financial advisory services, except reasonable meals and entertainment at which the giver is present, such as the occasional business meal or event.

Record Keeping

1. We shall keep proper records of all information we have obtained from our clients, the recommendation made to the clients and the basis of our recommendation.

Compliance with Laws

1. All transactions that we enter into with any persons, including, without limitation, our clients, vendors, service providers and intermediaries, shall be open and transparent and shall fully comply with all applicable laws. We shall not carry out or be associated with any transactions that involve possible violations of any laws, including, without limitation, any Income Tax laws/ regulations, Anti-Money Laundering laws/ regulations, FEMA Act/ regulations and SEBI Act/ regulations.
2. We shall maintain adequate knowledge of and comply with all applicable laws, rules, guidelines and regulations relevant to our business activity.
3. We shall take all reasonable steps, including the establishment of internal procedures, to ensure that any person we employ or appoint to conduct business for or with clients is conversant and complies with all applicable laws, rules and regulations relevant to our business activity.

Complaint Handling

1. We shall ensure that:
 - a. all client complaints are handled with utmost seriousness in a fair, timely and appropriate manner;
 - b. client complaints are promptly investigated and responded to; and
 - c. Our senior management shall personally handle all client complaints.

Responsibility of senior management

1. Our senior management shall bear primary responsibility for ensuring the maintenance of appropriate standards of conduct and adherence to proper procedures by us, including for ensuring that each of our employees follow this Charter/ Code of Conduct in letter and in spirit.

For and behalf of

M/s. Entrust Family Office Investment Advisors Private Limited

Authorised signatory



Annexure 3

Fax – Email Indemnity

To
Entrust Family Office Investment Advisors Private Limited
24, 4th Floor, 1st Cross,
Magrath Road, Bengaluru - 560025

This UNDERTAKING – CUM-INDEMNITY is signed and executed at _____
_____ on this _____ day of _____, 20 _____ by:

Mr. /Ms. _____
an Individual / Non resident Indian residing at _____

_____ (hereinafter referred
to as **“the Client”**, which expression shall unless it be repugnant to the context or meaning
thereof, be deemed to mean and include his / her heirs, executors and administrators), of
the **One Part**;

OR

1) Mr. / Ms. _____ and
Mr. / Ms. _____, individuals
residing at _____

(hereinafter jointly and severally referred to as **“The Client”**, which expression shall unless
it be repugnant to the context or meaning thereof, be deemed to mean and include the
irrespective heirs, executors and administrators), of the **one part**;

OR

Mr/s. _____
a sole proprietary concern / partnership firm registered under the Partnership Act,
1932 / a Hindu Undivided Family / Private /Public limited company incorporated under the
Companies Act, 1956/2013 / Limited Liability Partnership incorporated under the Limited
Liability Act 2008/ Trust incorporated under the _____ / Society
incorporated under the _____
having its office / Registered Office at _____

(hereinafter jointly and severally referred to as **“The Client”**, which expression shall unless
it be repugnant to the context or meaning thereof; in the case of individuals be deemed
to mean and include the irrespective heirs, executors and administrators; and in the case
of Non Individuals be deemed to mean and include in case of a sole proprietary concern –
his/her heirs, executors and administrators; in case of a partnership firm – the partners or
partner for the time being of the said firm, the survivors or survivor of them and the heirs,
executors and administrators of the last surviving partner; in case of a Hindu Undivided
Family – the member or members for the time being of the said Hindu Undivided Family,
and their respective heirs, executors and administrators; in case of a company – its
successors and permitted assigns; in case of an LLP-its successors and permitted assigns; in
case of a Trust – its trustees for the time being and from time to time, and its successors;
in case of a society – the members for the time being and from time to time, and the
members of the Governing Body and any new members elected, appointed or co-opted its
successors and permitted assigns), of the **one part**;

In favour of

Entrust Family Office Investment Advisors Private Limited company incorporated under
the Companies Act, 2013 having its Registered office at #24, 1st Cross, Magrath Road,
Bengaluru – 560025 (hereinafter referred to as **“Entrust Family Office”**, which expression
shall unless it be repugnant to the context or meaning thereof be deemed to mean and
include its successors and assigns) of the **Other Part** as follows:

WHEREAS:

- A. For the purpose of availing various services offered by Entrust Family Office, the
Client is required to give instructions to Entrust Family Office for operation of the
said Account/s including payment of money therefrom or otherwise to the debit
or credit the said Accounts, to execute transactions and trades; and for which purpose
the Client has requested Entrust Family Office to allow the Client to give instructions in
connection with the same by Facsimile transmissions (Fax), electronic mail
transmissions (E-mail) or telephone calls (Telephone Call) or in any other format
acceptable to Entrust Family Office, whether electronic or otherwise (hereinafter
collectively referred to as “instructions”);
- B. Entrust Family Office is agreeable to accepting instructions, subject to the Client
executing this Undertaking-Cum-Indemnity in favour of Entrust Family Office;
- C. The details of the specified E-mail id from which the Client will be sending the specific
instructions is as set out in Annexure A.

AND IN CONSIDERATION OF THE ABOVE, the Client hereby (jointly and severally – in case
of joint Clients) irrevocably agrees, confirms and undertakes with Entrust Family Office and
these presents witnesseth as follows:

1. The Client hereby requests and authorizes Entrust Family Office to, from time to time
(at Entrust Family Office's discretion, rely upon and act or omit to act in accordance
with any directions, instructions and/or other communication which may from time
to time be or purport to be given in connection with or in relation to the said Account/s
and/ by either Telephone Call of Fax and/or E-mail by the Client or any one of them (in
case of joint Clients) or the person(s) authorised by the Client to act on the Client's
behalf (**“Authorised Persons”**) (in case of a non-individual Client).
2. The Client being competent to contract and declare, confirms that he/she has for her/
his convenience, after taking into consideration all the risks that maybe involved
-which he/she will solely bear without holding Entrust Family Office responsible, that
he/she requested and authorized Entrust Family Office to rely upon and act on
instructions which may from time to time be given by either a Telephone Call and / or Fax
and / or E-mail as mentioned above. The Client further declares and confirms that
he/she is aware that Entrust Family Office is agreeing to act on the basis of instructions
given to it by him/her only by reason of, and relying upon, the Client executing this
writing and agreeing, confirming, declaring and indemnifying Entrust Family Office as
done by this writing and Entrust Family Office would not have done acted in the
absence of such communication. The provisions of this writing shall apply to any and all
matters, communications, directions and instructions whatsoever in connection with
the said Accounts/s.
3. Entrust Family Office may, but is not be obliged to act as aforesaid without inquiry
as to the identity or authority of the Client or such persons authorized by the Client by
giving or intending to give instructions or with regard to the authenticity of any telephone
call and / or Fax and / or E-mail message or any other communication and may treat
the same as fully authorised by and binding on the Client regardless of the circumstances
prevailing at the time of the such instruction given by the Client and notwithstanding
any error, misunderstanding, lack of clarity, fraud forgery, or lack of authority in relation
to, and without requiring any confirmation provided that the concerned person/ officer
acting on behalf of Entrust Family Office believed the instructions to be genuine at the
time it was given and acted upon.
4. Entrust Family Office may, but is not be obliged to require or request that any of
the instructions provided should contain or be accompanied by such identifying code
or test as Entrust Family Office may from time to time specify and the Client shall solely
be responsible for any improper use of such code or test.
5. Notwithstanding anything contained herein or elsewhere, Entrust Family Office
shall not be bound to act in accordance with the whole or any part of the instructions
or directions contained in any instructions and may in its sole discretion and exclusive
discretion, and without being required to give any notice or assign reason, decline or
omit to act pursuant to any instructions or defer acting in accordance with any
instructions and the same shall be at the Client's risk and Entrust Family Office shall
not be liable for the consequences of any such refusal or omission to act or deterrent
of action.
6. Upon Entrust Family Office receiving the Client's instructions, it shall be deemed to
conclusively constitute the Client's mandate, subject to the right of Entrust Family Office
as contained herein, to Entrust Family Office to act in accordance with the directions and
Instructions contained, notwithstanding that such instruction may have been
authorised or transmitted in error or fraudulently or may otherwise not have been
authorised by or on behalf of the Client or the Authorised Person(s) or may have been
altered, misunderstood or distorted in any manner in the course of communication.
7. The Client confirms that the following suffered shall be at its risk and Entrust Family
Office shall not be obligated to take any precautions, be it recording the telephonic
conversations or making / preserving a photocopy of facsimile or otherwise or printing
emails for record purposes. In the event that Entrust Family Office does take on record
as stated in this Clause, the Client agrees and affirms to such an act.
 - (a) Distorted telephonic calls due to problems in telecommunication;
 - (b) Facsimile copies where the printed material may be lost/ faded due to time and
various factors;
 - (c) Emails that may be lost/ damaged due to any reasonable reason whatsoever.

In the event that the instructions are given by the Client as a facsimile, the Client shall
within a time period of 2 days deliver to Entrust Family Office a hard copy of the original
instructions either in writing or in printed material duly signed by the Client or by his/
her authorized representatives. Entrust Family Office may but shall not be obligated to
wait until the receipt of such hard copies to undertake the actions listed in the
instructions. Entrust Family Office shall not be held responsible for the actions

undertaken by it based on the instructions given by the Client through such facsimile (in hard copy or otherwise).

8. Entrust Family Office may at any time without assigning any reason and without any notice withdraw the facility of giving instructions in modes such as calls, emails, fax altogether with respect to the Client's accounts and or the POA and related matters. Such termination shall not affect anything done or any rights or liability accrued or incurred prior to the termination and all the above indemnities given by the Client to Entrust Family Office hereunder shall survive any such termination.
9. If the Client intends to discontinue giving instructions in any modes as enumerated in clause 8 above, the Client shall deliver to Entrust Family Office, prior written notice of 5 working days on this behalf. Such notice of discontinuation shall bind the Client forthwith upon the notice being given by the Client. However, such notice of discontinuation shall not be effective as against Entrust Family Office until Entrust Family Office has acknowledged in writing to the Client that it has acted upon such notice. Such discontinuation shall however not release the Client from the terms of this writing in respect of any action taken or omitted to be taken by Entrust Family Office in accordance with the instructions or directions contained in any instruction or the terms of this writing prior to such acknowledgment by Entrust Family Office.
10. Given that Entrust Family Office intends to act pursuant to the terms of this documents and the instructions issued by the Client in writing, the Client agrees to indemnify Entrust Family Office, its officers, directors and representatives and keep them indemnified against all costs, actions, proceedings, suits, claims, costs, demands, charges, expenses, direct indirect or consequential losses and liabilities whatsoever and howsoever arising or suffered or incurred or actually paid by Entrust Family Office in consequence and or in any way related to:
 - a) Acts or omissions carried out by Entrust Family Office in pursuance to the instructions issued by the Client; or
 - b) Any Instructions received by/given to Entrust Family Office which it believes in good faith to be such Instructions; or
 - c) Any unauthorized or fraudulent instructions received by/given to Entrust Family Office or
 - d) Such other acts carried out by Entrust Family Office in lieu of receiving instructions received by the Client.
11. The Client acknowledges and confirms that it / he/ she is aware of the risks and losses involved on account of Entrust Family Office and the Client operation of the said Account/s simultaneously and the Client agrees to assume and bear all the risks arising therefrom. The Client further agrees that Entrust Family Office shall not be responsible or liable in any manner for any claim, loss, damage, cost or expense and liability arising therefrom, including without limitation, as a consequence of dishonour of any cheque drawn by Entrust Family Office on behalf of the Client for reasons of insufficiency of funds in the said Account/s or otherwise.
12. The Client also acknowledges and confirms that any mode of communication made such as sending of emails or telephonic conversations or instructions issued through telephone, or emails sent are not secured means of communication and they can be tampered, hacked, encrypted or tapped and read by persons unauthorized to read and receive such information and communication. Further the Client acknowledges that Entrust Family Office shall be entitled not to act on the instructions received by it from the Client if there has been a transmission error consequent to which the instructions have not properly reached Entrust Family Office or if the transmission received is not clear or is illegible.
13. In all such events Client agrees to assume and bear all the risks involved in respect of such errors and misunderstanding and Entrust Family Office shall not be responsible in any manner for the same or breach of confidentiality thereto and shall also not be liable for any claims, loss, damage, cost or expense and liability arising there from. The Client acknowledges and accepts that such insecure transmission methods invoice risk of possible unauthorized alteration of data and / or unauthorized usage thereof for whatever purposes.
14. The Client acknowledges that the protection and remedies available to Entrust Family Office under this document is in addition to any protection or remedies available to Entrust Family Office under any other provision of law or agreement to which Entrust Family Office may be entitled to and it is also without prejudice to Entrust Family

Office's other rights, privileges, powers and remedies in law. It is further acknowledged that Entrust Family Office may delay enforcing its rights without at any time losing them and waiver or a right by Entrust Family Office hereunder available to it by law shall not be deemed to be a waiver of any other rights or of the same right at another time.

Additionally, it is expressly agreed by and between the Client and Entrust Family Office that any indulgence granted or forbearance shown by Entrust Family Office in connection with exercising its rights shall not be deemed to imply waiver by Entrust Family Office of its rights hereunder and shall not preclude Entrust Family Office from at any time enforcing its rights under this document and any other related documents establishing its rights.

15. The Client is aware that Entrust Family Office is agreeable to offer the facility of giving instructions by Fax, e-mail or telephone call or any other modes of communication as agreed to between the parties only if Entrust Family Office is not required to bear and only if the Client agrees to bear the risk, responsibility and liability of any misuse or unauthorized use. The Client is aware that he has the option of not availing such facility. However, being fully aware of all risks, the Client desires the convenience of such facility of giving instructions by Fax, E-mail or Telephone call or any other modes of communication as agreed to between the parties and has therefore opted for such facility of his own free choice and is willing and agreeable to bear all associated risks, responsibility and liability.
16. In the event of any dispute relating to the actual terms of the instructions, the records of Entrust Family Office evidencing the actual instructions received shall be treated as final and binding on the Client and the Client shall not under any circumstances dispute the same.

As regards instructions via email, the Client shall use the e-mail addresses as set out in Annexure A hereto to this document, acceptable to Entrust Family Office for sending and receiving e-mails. In the event of any change in the email addresses enumerated in the said annexure, the Client shall inform Entrust Family Office through a mode of written communication and duly acknowledged by Entrust Family Office. All the rights and indemnities as available to Entrust Family Office shall continue to prevail irrespective of any change of email address or any other means of communication as mutually agreed to between Entrust Family Office and the Client.

17. The Client hereby specifically agrees and confirms that any disputes arising between the Client and Entrust Family Office shall be governed by and construed exclusively in accordance with the Indian laws subject to the jurisdiction of the courts of India. In the event the Client and Entrust Family Office opt to resolve the disputes through arbitration, they shall do so with the agreement from Entrust Family Office and the arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or such other governing law that Entrust Family Office may choose. The Client shall provide its concurrence or provide workable options as agreeable to Entrust Family Office.

IN WITNESS WHEREOF the Client has executed these presents on the day and the year first above written first hereinabove written.

Signed and Delivered by the Client within named.



Client Name & Signature.

(Seal and Stamp to be affixed in case of Non Individual clients)

Witness Name & Signature

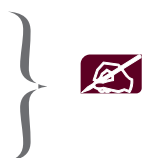
1. _____ 

2. _____ 

ANNEXURE A

Details of the specified E-mail id from which the Client will be sending the specific instructions:

Sr. No.	Name of Client	Email ID



ANNEXURE 4

(Risk Factors)

The risk factors outlined below do not purport to be a complete enumeration or explanation of the risks involved in an investment. Additional risks and uncertainties not presently known to the IA, or that it currently deems immaterial may also have an adverse impact on the Client's portfolio.

(i) General Risk Factors

- a. Securities investments are subject to market risk and there is no assurance or guarantee that the objectives of the Client will be achieved.
- b. Past performance of the IA does not indicate the future performance.
- c. As with any investment in Securities, the net asset value of the portfolio of the Client can go up or down depending on the factors and forces affecting the capital market.
- d. The investment made by the Client is subject to the risk arising from the investment objective, investment strategy, asset allocation and non-diversification, if any.
- e. Investment decisions made by the Client, based on the advice of the IA, may not always be profitable, as actual market movements may be at variance with anticipated trends.
- f. The IA is neither responsible nor liable for any losses resulting from the advice offered by the IA, save and except in cases of wilful default and/or fraud of the IA.
- g. The names of the products/services do not in any manner indicate their prospects or returns. The performance may be adversely affected by the performance of individual companies, changes in the marketplace and industry specific and macro-economic factors.
- h. Investments in the products/services which the Client has opted are subject to wide range of risks which includes, but not limited to, economic slowdown, volatility and illiquidity of Securities, poor corporate performance, economic policies, change of Government and its policies, natural calamities/ acts of god, acts of war, civil disturbance, sovereign action, technology updation/obsolescence, policy and legislative changes in local and international markets and for such other acts/ circumstance beyond the control of the IA which would affect the principal and returns on the Securities subscribed by the Client.

(ii) Other risks arising from the investment objectives, investment strategy and asset allocation are stated as under:

Market Risks

- a. Investments are subject to market risk and there is no assurance or guarantee that the objectives of the investments will be achieved. The various factors which may impact the value of the Client's investments include, but are not limited to, fluctuations in the equity and bond markets, fluctuations in interest rates, prevailing political and economic environment, changes in Applicable Laws and Government policies and regulations, factors specific to the issuer of securities, liquidity of the investment, settlement systems, trading volumes, interest rates, etc. The IA does not guarantee or assure any returns.
- b. The investment in Indian capital market involves above average risk for Client compared with other types of investment opportunities. Investments can be of a longer duration as compared to other short-term investment / trading opportunities. There is a possibility of the value of investment and the income therefrom falling as well as rising depending upon the market situation. There is also risk of total loss of value of an asset including the possibility of being required to go through a legal process for recovery of loss in investments.

India Related Risk

- a. Political instability or changes in the Government could adversely affect economic conditions in India generally and the Client's business in particular. The Client's business may be affected by interest rates, changes in Government policy, taxation, social and civil unrest and other political, economic or other developments in or affecting India.

There can be no assurance that such policies will be continued and a change in the Government's economic liberalization and deregulation policies in the future could affect business and economic conditions in India and could also adversely affect the Client's financial condition and operations. Future actions of the Government could have a significant effect on the Indian economy, which could adversely affect private sector companies, market conditions, prices and yields of the Client.

Inflation and rapid fluctuations in inflation rates have had, and may have, negative effects on the economies and securities markets of the Indian economy. International crude oil prices and interest rates will have an important influence on whether economic growth targets in India will be met. Any sharp increases in interest rates and commodity prices, such as crude oil prices, could reactivate inflationary pressures on the local economy and negatively affect the medium-term economic outlook of India.

Many countries have experienced outbreaks of infectious illnesses in recent decades, including severe acute respiratory syndrome and COVID-19. COVID-19 outbreak has resulted in numerous deaths and the imposition of both local and more widespread "work from

home” and other quarantine measures, border closures and other travel restrictions, causing social unrest and commercial disruption on a global scale. The ongoing spread of the COVID-19 has, had, and will continue to have a material adverse impact on portfolio entities, local economies and also the global economy, as cross border commercial activity and market sentiment are increasingly impacted by the outbreak and Government and other measures seeking to contain its spread. Additionally, the IA’s operations could be disrupted if any of its member or any of its key personnel contracts the COVID-19 and/or any other infectious disease. Any of the foregoing events could materially and adversely affect the IA’s ability to provide the Services and its ability to fulfil its investment objectives. Similar consequences may arise with respect to other comparable infectious diseases.

- b. The legal and tax implications are based on the provisions of the prevalent laws. The information is not exhaustive and is given for general purpose only and based on advice received by the IA on the prevalent laws and practice in India. Such laws or their interpretation are subject to change. Client is advised to consult his/her/its own professional legal and tax advisors.

Legal Risks

- a. **Bankruptcy of portfolio entity:** Various laws enacted for the protection of creditors may operate to the detriment of the Client if it is a creditor of a portfolio entity that experience financial difficulty. For example, if a portfolio entity becomes insolvent or files for bankruptcy protection, there is a risk that a court may subordinate the investment made by the Client, to other creditors. If the Client holds equity securities in any portfolio entity that becomes insolvent or bankrupt, the risk of subordination of the Client’s claim increases.
- b. **Change in Regulation:** Any change in the Applicable Laws or any new direction of SEBI may adversely impact the operation of the IA or on the Client.

Risks related to equity and equity linked instruments

- a. Equity and equity related securities by nature are volatile and prone to price fluctuations on a daily basis due to both macro and micro factors.
- b. In domestic markets, there may be risks associated with trading volumes, settlement periods and transfer procedures that may restrict liquidity of investments in equity and equity related securities.
- c. In the event of inordinately low volumes, there may be delays with respect to unwinding the portfolio and transferring the redemption proceeds.
- d. The value of the Client’s portfolio, may be affected generally by factors affecting securities markets, such as price and volume volatility in the capital markets, interest rates, currency exchange rates, changes in policies of the Government, taxation laws or policies of any appropriate authority and other political and economic developments and closure of stock exchanges which may have an adverse bearing on individual securities, a specific sector or all sectors including equity and debt markets. Consequently, the valuation of Client’ portfolio may fluctuate and can go up or down.

Risk Factors associated with investments in units of Mutual Fund

- a. Mutual funds invest across equity, money market & debt instruments. The risk factors affecting such instruments are mainly as follows - market risk, inflation risk, interest rate risk, currency risk, credit risk, regulatory/legal risk.
- b. The IA may, from time to time, advise the Client to deploy any un-deployed funds in liquid schemes of mutual funds or in money market instruments. Though the portfolio of liquid funds comprises of short-term deposits, government securities and money market instruments, they cannot be considered as totally risk free. This is because liquidity patterns and short-term interest rates of the government change, sometimes on a daily basis, thereby making the fund susceptible.
- c. Liquid fund returns are not guaranteed, and it entirely depends on market movements.

Risks Related to Exchange/System/Network Congestion

- a. Trading on exchange is in electronic mode, based on satellite/leased line-based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt or any such other problem whereby the Client may not able to establish access to the trading system/ network, which may be beyond the control of the Client and may result in delay in processing or not processing buy or sell orders whether in part or in full. Similarly, there could be issues in payment and settlement systems as well which are beyond the control of the Client which would result in Client incurring losses.
- b. Indian stock exchanges utilize ‘circuit breaker’ systems under which trading in particular stocks or entire trading could potentially be suspended on account of excessive volatility in a stock or on the market. Such disruptions could significantly impact the ability of the Client to sell its investments. Factors like these could adversely affect the performance.

Operational risks

-
- a. The IA shall have considerable latitude in its choice of portfolio entities which it is advising to the Client. The team members of the IA may change from time to time. The IA relies on one or more key personnel and any change/removal of such key personnel may have material adverse effect on the returns of the Client.
 - b. Ongoing risk profiling risk: The Client would be subject to ongoing risk profiling in accordance with the Applicable Laws. If in case during such ongoing risk profiling, it is found that the Client is not suitable for the investments in Securities or doesn't have risk appetite, the IA will have to take appropriate actions against the Client.
 - c. Non-diversification risks: This risk arises when the Client does not sufficiently diversify by investing in a wide variety of instruments.
 - d. Any act, omission or commission of the IA under this Agreement would be solely at the risk of the Client and the IA will not be liable for any act, omission or commission or failure to act save and except in cases of wilful default and/or fraud of the IA.

ANNEXURE 5

(List of Assets)

This letter lists down all the assets placed by the _____ under Entrust Family Office Investment Advisors Private Limited's advice as defined in the **Investment Advisory Agreement**

TABLE 1

Sr No	Investment Account #/ Bank Account no./ Service Provider Code	Name of the Service Provider	Date of Placement for Advice

TABLE 2

Demat Account Details

Sr No	Demat ID	Folio/Client ID	No of Units/ Security Name	Scheme / Security name	Date of Placement for Advice



Name & Signature of the Client

Note: -

Under Table 1 client can mention all codes e.g. PMS code/ ILFS code/NSDL CAS statement/ Bank Account Number/ Investment Account number (In case of online MF with any Wealth managers or Banks)

Under Table 2 client can mention all the Demat ID in which securities are held and client wants to place it for advice or client can mention the MF/ Scrip names individually too.

ANNEXURE 6 DEPENDENT DECLARATION

Date:

To:

M/s. Entrust Family Office Investment Advisors Pvt Ltd
 #24, 4th Floor, 1st cross, Magrath Road,
 Bangalore - 560025

Dear Sir,

Sub: Dependent Declaration

I, refer to the Investment Advisory Agreement signed by me with M/s. Entrust Family Office Investment Advisors Pvt Ltd (referred to in this document as "IA").

1. Capitalised terms not defined herein shall have the same meanings as set out in the respective Investment Advisory Agreements signed by each of us. The term "Family of Client" shall mean all of us collectively, as per the definition set out in the agreement.
2. Below mentioned are financially dependent on me:

Sr. No	Name of Family Member	PAN Number	Relationship with Client

3. I hereby confirm that, it shall be my sole responsibility to confirm to IA in case of change in the financial dependence of the above listed family members.

Acknowledged, agreed and confirmed:

Name of the Client	Signature
	



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ANNEXURE 7 FAMILY DECLARATION

Date:

To:
M/s. Entrust Family Office Investment Advisors Pvt Ltd
24, 4th Floor, 1st Cross, Magrath Road,
Bangalore-560025.

Dear Sir,
Sub: Authority given to _____ ("Primary Family Member")
on behalf of other Family Members to deal with IA

We (being the signatories to this document) refer to the Investment Advisory Agreement signed by each of us with M/s. Entrust Family Office Investment Advisors Pvt Ltd (referred to in this document as "IA").

1. Capitalised terms not defined herein shall have the same meanings as set out in the respective Investment Advisory Agreements signed by each of us. The term "Client", shall mean each of us or all of us collectively, as the context may require.
2. We are part of a Family. Our Family details are given below:

Sr No	Name of Family Member	Relationship with Primary Family Member

3. We hereby give our consent to the IA to link all our accounts for the purpose of consolidation with that of the Primary Family Member. We are aware and are agreeable that, for the purpose of financial planning at a family level, the IA shall be entitled to share financial information/ balances pertaining to each of our accounts and investments with the Primary Family Member.
4. We hereby give our consent to the IA to prepare consolidated physical/ electronic statements in respect of the investments made by us (whether in single or in joint names of any of us), whether currently or in the future, and issue the same to the Primary Family Member for the purpose of financial planning as stated above. All future investments shall be included hereunder in such statements.

5. We hereby agree and confirm that all notices/ communications to us in terms of our respective Investment Advisory Agreements executed by each of us with the IA, shall be validly issued, if they are sent to the Primary Family Member. We hereby waive our respective rights to receive individually notices under our respective Investment Advisory Agreements executed with the IA.
6. We hereby authorize the Primary Family Member to act on our behalf with the IA on all matters pertaining to our respective Investment Advisory Agreements executed between each of us and the IA. Any notices/ communications to be sent by each of us under our respective Investment Advisory Agreements executed between each of us and the IA shall be validly sent if it is sent by the Primary Family Member acting on our behalf. The IA is explicitly authorized by us to act in accordance with any instructions issued by the Primary Family Member on our behalf.
7. For the abovesaid purposes each of us has appointed the Primary Family Member to act as our agent or attorney on our respective behalves. We shall not hold the IA liable or responsible for any loss or harm that may be suffered by any of us on account of the IA having acted in accordance with the instructions of the Primary Family Member issued on our behalf.
8. The instructions issued by each of us hereunder shall be valid and subsisting until it is revoked in writing by any of us and communicated to the IA.

Yours faithfully,

Sr No	Name of Family Member	Signature
		
		
		
		
		

Acknowledged, agreed and confirmed:

Name of Primary Family Member	Signature of Primary Family Member
	

RISK PROFILER SIDE LETTER

Date:

To
Entrust Family Office Investment Advisors Pvt Ltd
No 24, 4th Floor, 1st Cross
Magrath Road
Bangalore 560 025

Dear Sirs,
Sub: Submission of Risk Profile for my Investments

I, _____
s/m/d _____ agree to accept the Risk Profile to
be the same as my _____ Mr/Ms _____
_____ while investing in my name.

Request you to consider my _____ views while considering
the Investment Risk for my account.

Thanking you

Regards,



Name & Signature of the Client

RISK SCORE CATEGORY LETTER - INDIVIDUAL

Date:

To
Entrust Family Office Investment Advisors Pvt Ltd
No 24, 4th Floor, 1st Cross
Magrath Road
Bangalore 560 025

Dear Sirs,

Subject: - Risk Assessment Category

Risk Assessment Category Table for reference

CATEGORY	EXPOSURE TO GROWTH ASSETS
Conservative	0%
Cautious	20%
Prudent	40%
Balanced	60%
Growth	80%
High Growth	100%

I request you to please consider my Risk Assessment Category as _____ until further communication.

Thanking You

Name & Signature of the Client



EQUITY LETTER

Date:

To:
M/s. Entrust Family Office Investment Advisors Pvt Ltd
24, 4th Floor, 1st Cross, Magrath Road,
Bangalore-560025.

Subject: - Advice on Equity

This is with reference to the Investment Advisory agreement entered between myself/us and Entrust Family Office Investment Advisors Services.

Having being assessed on my/our risk profiling as per the questionnaire shared, I would like Entrust Family Office Investment Advisors Services to advise me/us only on the equity allocation of my/our overall portfolio.

Thanks



Name & Signature of the Client



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ENTRUST
FAMILY OFFICE



