# **ENGAGEMENT LETTER**

**April 01, \_\_\_\_\_\_**

To,

**Subject: Appointment as Trading Advisor**

**Elixir Wealth Management Private Limited** (hereinafter referred to as “**the Company**”) is a company incorporated under the erstwhile provisions of the Companies Act, 1956 carrying on the business of securities trading across various market segments.

Considering your expertise in the subject matter, the Company is desirous of appointing your goodself as a trading advisor (hereinafter referred to as “**TA**”) with respect to its trading operations and undertake trading activities on its behalf including but not limited to trading, jobbing, arbitrage, hedging etc.

The terms and conditions for your appointment would be as under:

1. The Company shall provide all the necessary infrastructure to the you, including trading terminals of the Bombay Stock Exchange and the National Stock Exchange, trading/algo software, charting software, Wi-Fi, internet, web access, television, furniture and fixtures, electricity, water, air conditioning, telephone/s lines etc.
2. We understand that you would be assisted by your team members (hereinafter referred to as “**the team/team members**”), the details of which are as per ***Annexure “A”.***
3. You and your team shall be permitted to use the facilities described in para 1 above. You and team shall devote your skill, time, ability and attention to conducting trading/jobbing/arbitrage /hedging, etc. transactions/strategies on the exchange/s in the best interest of the Company. You and your team shall be responsible for all trading related activities of his team.
4. You shall execute/instruct to execute all the transactions in the Unique Client Code of the Company and only for the Company. The Company shall also provide the requisite funds to enable you to undertake transactions on the exchange/s through a SEBI registered Broker in the Company’s client code.
5. You and your team agree to keep Interest-free security deposit, as may be mutually agreed from time to time, the proceeds of which will be utilized by the Company at its sole discretion.
6. You and your team agree to carry on said business in complete confidentiality and shall not divulge trading positions, strategies, etc. or any other information related to the said business to anyone whatsoever.
7. You shall charge fees for the services rendered by you and your Team and shall periodically provide necessary instructions for disbursal of the same. The Company will make payment to you and your team as detailed in the instruction note after appropriate deduction of tax at source as per the provisions of the Income-tax Act, 1961.
8. As mentioned earlier, you may also, if agreed upon by the Company, appoint/employ other person/s referred to as his team to assist you in your trading activity. Your Team agrees to abide by the terms and conditions as set out in this letter and confirm the same. New team members may be introduced from time to time at your sole discretion. Necessary intimation will be sent by you to the Company on introduction or removal of any team member.
9. You and your team shall implement the terms of this agreement in good faith and due diligence in the best interest of the Company.
10. Nothing in this arrangement shall constitute or be deemed to constitute a partnership, relationship of principal and agent or employer and employee between any of the parties, and none of them shall have any authority to bind any of the other parties in any way except for the purposes of the business of the Company.
11. You or your team members shall not undertake any personal trading in the Unique Client Code of the Company under any circumstances. This shall be construed as “*unauthorised*” trading activity and liable for damages by the Company.
12. You and your team shall hereby comply with all the applicable rules and regulations, without limitation to, SEBI (Prohibition of Fraudulent and Unfair Trade Practices Relating to Securities Market) Regulations, Exchange guidelines and regulations and any amendment and changes thereto, or any other act/s, and any such guidelines as may be prescribed from time to time by the Company.
13. This arrangement shall be for one year from April 01, \_\_\_\_\_, but the Company reserves the right to terminate at any time without giving any prior notice or modify any terms and conditions of this letter from time to time as may be deemed necessary by the Company.

We agree to the above understanding and the terms and conditions listed therein in letter and spirit.

For Elixir Wealth Management Pvt Ltd, I Accept

**Dipan Mehta**  Name:

**Director PAN :**

**Annexure A**

The following is the list of team members of the of the TA presently working with him which may change from time to time as per commercial prudence of the TA