

FINANCIAL PLANNING AND WEALTH MANAGEMENT AGREEMENT:

THESE ARTICLES OF AGREEMENT IS MADE AND EXECUTED ON THIS
THE _____ DAY OF MONTH, YEAR (dd/mm/yyyy) AT BANGALORE:

BY AND BETWEEN:

Mr. / Mrs. _____

hereinafter called the “**FIRST PARTY**” OR THE PARTY OF
THE FIRST PART:

(which expression shall wherever the context so permits shall
mean and include his legal heirs, representatives, successors,
executors, administrators and assigns of the one part)

AND

SPEARHEAD FINSERVE PVT. LTD.

A Company incorporated under the

Companies Act, 1956,

Having its Office at:

#334/28, Deviprasad,

14th Cross, 2nd Block Jayanagar,

BANGALORE - 560 011

Represented by Smt. Srivathsala. K. N

CEO and Authorised Signatory

hereinafter called the **“SECOND PARTY” OR THE PARTY
OF THE SECOND PART:**

(which expression shall wherever the context so permits shall mean and include their respective successors and assigns of the other part)

WHEREAS the Party of the Second Part is a Company which is dealing with rendering professional services in the field of finance among others to individuals, firms, companies and other body corporates, offering advisory services like personal financial planning & wealth management.

WHEREAS the Party of the First Part has approached the Party of the Second Part for seeking investment advice, financial planning and wealth management of his personal finances and the Party of the Second Part has agreed to provide the professional advisory services in this regard on the terms and conditions contained herein. The second party has the necessary expertise and experience to advice on Financial Planning to the party of the first part.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(1). The First Party shall furnish to the Second Party all relevant data relating to his financial status including particulars of assets, liabilities, cash flows, tax situation, investments, insurance, financial risks etc., truthfully.

(2). The First Party shall furnish a Declaration that the data furnished by him is true and correct and verifiable with necessary and appropriate documentation which he undertakes to provide as and when called for by the Second Party and further declares that the investments that may be advised to be made shall be brought in through legitimate sources only and that he would not involve or had done any act with a design for the purpose of contravention of any act, rules, regulations, notifications or directions under any law governing the subject for the time being in force.

(3). The First Party further undertakes that he shall save and indemnify the Second Party against claims by any Statutory authorities relating to his investments routed through the Second Party.

(4). The Second Party shall review the current financial status of the First Party based on the data provided by him and suggest upon review current financial goals of short term which is less than five years in duration, medium term which is six to ten years in duration and long term which is beyond ten years in duration and develop a set of financial plans in consultation with the First Party.

(5). The Second Party undertakes to develop a financial plan by making recommendations and/or alternatives and provide such other allied activities from time to time as may be deemed fit by both the parties and on mutual agreement.

(6). The Second Party may assist the First Party to implement the financial planning recommended at the specific request of the First Party by suggesting investments in corporate bonds, mutual funds, company fixed deposits, real estate, debt market instruments and capital market instruments. The First Party has the option to concur with the recommendations of the Second Party or to vary the same purely at his discretion and the investment so made shall be construed as the investment made by the First Party at his own personal volition and choice.

(7). The Parties herein agree that the recommendations that may be made by the Second Party are purely advisory in nature and subject to the exercise of independent discretion on the subject of investments by the First Party.

(8). The Second Party undertakes to assist the First Party in detailed tax planning, annual tax return preparation and advice on tax management.

(9). The Second Party will provide a list of brokers and other stock market operators through whom the investments can be made in capital market or in any other financial instruments besides providing a list of legal professionals to the First Party for undertaking succession planning, if any and the First Party has the right and option to choose therefrom.

(10). The First Party undertakes to pay a fee for professional services availed by him from the Second Party as mutually agreed between the parties from time to time .

(11). The Parties herein record that the services provided by the Second Party are purely professional in nature and the fee charged for the professional advisory services are on the best effort basis.

(12). The Parties further place on record that the investments and insurances that may be recommended by the Second Party which may be accepted by the First Party are subject to contemporary market risks. The Second Party does not offer any guarantee regarding return on the investments.

(13). The First Party agrees that any commissions, brokerage, sub brokerage or any other form of income except the return on the investments shall be availed by the Second Party and that there shall be no claim on such sums by the First Party.

(14). The First Party further agrees that in the event of any proposed disinvestments, the corpus will be returned after deduction of financial charges by the entity with whom the investment is made and any such depletion in the corpus shall not be the responsibility of the Second Party.

(15). This agreement is valid until rescinded mutually by both the parties.

(16). It is understood and agreed that the first party may provide certain information that is, and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under laws, it is agreed that:

1. The Confidential Information to be disclosed can be described as and includes but not restricted to below mentioned:

Bank account details, Income details, Investment details, Insurance details, Estate planning details, income tax details, expenditure details, assets and liabilities details, financial projections, current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure.

2. The Recipient shall limit disclosure of Confidential Information within its own organization to its directors, officers, partners, members, employees and/or independent contractors (collectively referred to as “affiliates”) having a need to know. The Recipient and affiliates will not disclose the confidential information obtained from the discloser unless required to do so by law.

3. This Agreement imposes no obligation upon Recipient with respect to any Confidential Information (a) that was in Recipient’s possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party not owing a duty of confidentiality to the Discloser; (d) is disclosed without a duty of confidentiality to a third party by, or with the authorization of, Discloser; or (e) is independently derived by Recipient.

4. If any of the provisions of this Agreement are found to be unenforceable, the reminder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. The unenforceable portion shall be intimated to the first party by the second party.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement in sound mind and voluntarily accept the duties and obligations set forth herein.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE
SIGNED AND EXECUTED THIS AGREEMENT ON THE DAY,
MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

FIRST PARTY

1)

SECOND PARTY

2)