

DISTRIBUTOR EMPANELMENT FORM

1. Details of the Distributor (Please fill in Block Letters)

Status

Individual Partnership Firm/ LLP Company Others (please specify) _____

Name of the Distributor			
Address for Communication			
Country		Pin Code/ Postal Code	
Telephone	Mobile	Fax	
E-Mail			
Date of Birth (Individual)/ Date of Incorporation (Non-Individual)			
PAN/TIN	Contact Person		

2. Bank Account Details of the Distributor

Account Number			
Type of Account	<input type="checkbox"/> USD Bank account	<input type="checkbox"/> INR Bank account	<input type="checkbox"/> Savings <input type="checkbox"/> Current
Name of Bank			
Address of Bank			
Branch and City			
SWIFT Code/ IFSC Code			
Correspondence Bank Details			
Correspondence Bank SWIFT Code			

3. Nomination Details

I hereby nominate the person named below to receive the amounts of commission / consideration to my credit in the event of my death.*

Nominee Name		
Nominee's relationship with the Distributor		
Name of the Guardian in case of minor		Guardian relationship with the Nominee
Address of the Nominee / Guardian		
		City
State	PIN	Country
Signature of Nominee / Guardian	Signature of Distributor	

* Applicable only in case of the individual distributor

4. Additional Details

Client profile <input type="checkbox"/> HNI <input type="checkbox"/> Retail <input type="checkbox"/> Corporate <input type="checkbox"/> Others	No. of Years of Experience
Educational Qualification (if any)	
Certification if any	
Client Servicing Tools / Software used	No. of Staff
Special Awards/Appreciation, if any, in last 3 years	

5. Declarations/Undertaking by Distributor

I/We hereby declare that the information contained in this application is true and correct in all respects. I/We undertake to inform the Investment Manager / Fund Management Entity of any change in my/our address as and when such change occurs. We accept and acknowledge that the Investment Manager / Fund Management Entity reserves the right to reject this application without providing a reason. I / We authorize the Investment Manager / Fund Management Entity to verify / check / investigate and share or reveal to any other person or authority as the Investment Manager may deem fit any or all the information provided in this application. I/We undertake to abide by the terms and conditions stated in the agreement or as amended from time to time regarding the operation of distributors. I/We am/are not an employee or a relative of a Director/Employee of the Investment Manager.

Date: / /



CHECKLIST FOR KYC DOCUMENTATION

Non-Individual Distributor		Individual Distributor	
Certified True copies of the following documents	Check	Certified True copies of the following documents	Check
PAN Card in India identification document (if any) / Tax	<input type="checkbox"/>	PAN Card in India identification document (if any) / Tax	<input type="checkbox"/>
Certificate of Incorporation	<input type="checkbox"/>	Identify proof of Individual	<input type="checkbox"/>
Memorandum & Articles of Association; Partnership / LLP Deed; HUF Deed / Affidavit (as applicable)	<input type="checkbox"/>		<input type="checkbox"/>
Address proof of Entity	<input type="checkbox"/>	Address proof of Individual (other than Aadhaar Card)	<input type="checkbox"/>
Bank Account Proof (Bank statement or cancelled cheque leaf or Letter from Bank providing account details or Passbook)	<input type="checkbox"/>	Bank Account Proof (Bank statement or cancelled cheque leaf or Letter from Bank providing account details or Passbook)	<input type="checkbox"/>
Certificate of Registration with Home Country Regulator/ Industry Bodies and/or (if any) in other jurisdictions	<input type="checkbox"/>	Certificate of Registration with Home Country Regulator/ Industry Bodies and/or (if any) in other jurisdictions	<input type="checkbox"/>
GST Certificate (if applicable)	<input type="checkbox"/>	GST Certificate (if applicable)	<input type="checkbox"/>
MSME Certificate (if applicable)	<input type="checkbox"/>		<input type="checkbox"/>
Board Resolution for carrying out Distribution activity	<input type="checkbox"/>	MSME Certificate (if applicable)	<input type="checkbox"/>
Principal Officer Details, Authorised Signatory list and KYC documents (Identity Proof and Address Proof)	<input type="checkbox"/>	-	<input type="checkbox"/>
Additional documents required from Non- Residents at the time of onboarding and subsequently on annual basis:		Additional documents required from Non - Residents at the time of onboarding and subsequently on annual basis:	
1. Tax Residency Certificate	<input type="checkbox"/>	1. Tax Residency Certificate	<input type="checkbox"/>
2. E-filed Form 10F	<input type="checkbox"/>	2. E-filed Form 10F	<input type="checkbox"/>
3. No PE declaration	<input type="checkbox"/>	3. No PE declaration	<input type="checkbox"/>

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. In these terms and conditions, unless the context otherwise requires, the following expressions shall have the meaning assigned to them hereunder or under the Fund Documents:
- 1.1.1. **"Accredited Investor"** shall have the meaning ascribed to the term under the FM Regulations.
- 1.1.2. **"Applicable Law/s"** mean any applicable statute law, ordinance, regulation, rule, order, bye-law, administrative interpretation, writ, injunction, directive, judgment or decree or other instrument, notifications which have the force of law, as in force from time to time. For the avoidance of doubt, the term 'Applicable Law' shall include the FM Regulations.
- 1.1.3. **"AML/KYC Laws"** means all applicable anti money laundering and "Know Your Customer" laws and regulations and relevant Guidelines issued by IFSCA. shall also be deemed to include all guidelines, directions, regulations, rules and notifications issued by the Government of India, as applicable, or any statutory or regulatory authority or IFSCA for the operation and management of fund management entities, or any legislation in regard thereto, in each case as amended from time to time.
- 1.1.4. **"Beneficiaries"** or **"Investors"** means: (a) Persons who upon satisfaction of the relevant conditions prescribed in the Fund Documents shall be holders of the Units whose names shall be more particularly set out in register of Beneficiaries; or (b) permitted transferees of the Persons identified in (a) above, permitted in accordance with their respective Fund Documents. Each Investor can subscribe to the Units pursuant to completing the application form and submitting the KYC documents.
- 1.1.5. **"Client"** or **"Customer"** means any Person who is referred by the Distributor to the Investment Manager and who subscribes to, or proposes to subscribe to, the Units of the Fund, and in respect of whom the Distributor has undertaken AML/KYC obligations and provided the necessary consents and information to the Investment Manager, in accordance with Applicable Laws and the provisions of these terms and conditions.
- 1.1.6. the **"Commission / Fee"** shall have the meaning ascribed to such term in point 6.1 of these terms and conditions.
- 1.1.7. **"Distributor"** means the details of the party mentioned in the Empanelment Form.
- 1.1.8. **"Eligible Person"** means a Person who (i) complies with KYC norms stipulated by the FME or IFSCA or any other regulatory authority, (ii) is permitted to invest in the Fund as per Applicable Laws, (iii) meets the accreditation criteria prescribed under Applicable Law if investing as Accredited Investor, and (iv) is willing to execute necessary documentation as stipulated by the Investment Manager.
- 1.1.9. **"FM Regulations"** means the International Financial Services Centre Authority (Fund Management) Regulations, 2025, as amended from time to time and such other rules or regulations which may modify or repeal the same from time to time. A reference to FM Regulations shall also be deemed to include all guidelines, directions, regulations, rules and notifications issued by the Government of India, as applicable, or any statutory or regulatory authority or IFSCA for the operation and management of fund management entities, or any legislation in regard thereto, in each case as amended from time to time. International Financial Services Centres Authority Act, 2019.
- 1.1.10. **"Fund / Offerings"** means any investment product or service managed, sponsored, or distributed by the Investment Manager or Fund Management Entity, including, but not limited to, retail schemes, alternative investment fund (AIF) schemes, discretionary and non-discretionary portfolio management services (DPMS / NDPMS), advisory portfolio management services (Advisory PMS), and any such other products, services, or schemes as the Investment Manager may launch or offer from time to time. Such Fund / Offerings may (but need not necessarily) be specified in **Schedule 1**.
- 1.1.11. **"Fund Documents"** means Prospectus, any supplements thereto, the Indenture, the Investment Management Agreement and any other documents pertaining to Fund / Offering specified by the Investment Manager.
- 1.1.12. **"GIFT City"** means the Gujarat International Finance Tec-City.
- 1.1.13. **"GST"** shall have the meaning ascribed to such term in point 6.2.
- 1.1.14. **"IFSC"** means the International Financial Services Centre located in the GIFT City.
- 1.1.15. **"IFSCA"** means International Financial Services Centres Authority established under the International Financial Services Centres Authority Act, 2019.
- 1.1.16. **"Improper Payments"** means the conferring of bribes, undue advantage, improper gratifications, gifts and/or payments, whether of a financial nature or otherwise, in violation of the Prevention of Corruption Act, 1988 and/or applicable anti- corruption laws and regulations as amended from time to time.
- 1.1.17. **"Investment Manager"** / **"Fund Management Entity"** means **PPFAS Alternate Asset Managers IFSC Private Limited** bearing registration number FDM2025FMR0814 or any such other Person, appointed by the Trustee as the fund management entity to the Trust under the Investment Management Agreement, which is registered with the IFSCA as a Fund Management Entity under the IFSCA FM Regulations.

- 1.1.18. **"KYC"** means Know Your Customer.
- 1.1.19. **"Prospectus"** means the offer document of the Fund, as modified, supplemented or amended from time to time.
- 1.1.20. **"Public Official"** means any individual who:
- (i) holds a legislative, administrative or judicial position of any nature in a country or territory;
 - (ii) exercises a public function for or on behalf of a country or territory or public agency or public enterprise of such country or territory; and
 - (iii) is an official, member, servant or agent of an organization which comprises wholly or a mixture of countries or territories and/or governments of countries or territories, or is a collection of organizations comprising of same.
- 1.1.11. **"RBI"** means the Reserve Bank of India.
- 1.1.12. **"SEBI"** means the Securities and Exchange Board of India.
- 1.1.13. **"Trustee"** means the trustee of the Fund.
- 1.1.14. **"Units"** means units of the Fund representing the proportionate interest held by each of the Investors, on the basis of which the Distributable Proceeds available to the Fund shall be distributed by the Investment Manager.

2. **APPOINTMENT AND AUTHORITY**

- 2.1. The Investment Manager hereby appoints the Distributor, and the Distributor hereby agrees to act as the non-exclusive Distributor of the Investment Manager for marketing and referral activities for the Fund in various jurisdictions and undertake the following activities, on the basis of these terms and conditions (**"Referral/Referral Activities"**):
- 2.1.1. to refer the Fund to Eligible Persons for the purpose of subscribing to Units of the Fund;
 - 2.1.2. to provide Eligible Persons who subscribe to the Fund with the Fund Documents and any other materials required under Applicable Laws, as supplied by the Investment Manager;
 - 2.1.3. to collect, aggregate and forward requests of the Eligible Persons for the subscription, redemption and transfer of Units in the Fund to the Investment Manager;
 - 2.1.4. to inform the Eligible Persons of the number of Units allocated or redeemed in respect of each subscription or redemption as well as the subscription or redemption prices of the Units as soon as the relevant prices have been determined in accordance with the Fund Documents and made known to the Distributor by the Investment Manager;
 - 2.1.5. shall at all times:
 - a. comply with the operational guidelines issued by Investment Manager to the Distributor subject to discussion with Investment Manager from time to time;
 - b. follow the instructions and procedures as specified by Investment Manager from time to time;
 - 2.1.6. shall ensure that the application forms submitted by a Client are legible and complete in all respects;
 - 2.1.7. acknowledges that it is not entitled to receive Commission on its own investments which are made on behalf of itself; and
 - 2.1.8. acknowledges that its Clients will have access to the Investment Manager for any issues concerning their investment in the Units of the Fund.
- 2.2. Notwithstanding the provisions of point 2.1 above, the Investment Manager hereby expressly reserves the right to sell or otherwise promote the sale or solicit applications for Units of the Fund as the Investment Manager may determine in its absolute discretion (this includes but is not limited to the appointment of other Distributor (s), sales agent, placing agent, introducer or person in respect of the marketing, promotion, solicitation or Referral of the Funds in other countries or other jurisdiction including GIFT City).
- 2.3. The Distributor may, at its own cost and expense, appoint sub-distributors or delegate the performance of any of its obligations under this Agreement to any third party, Notwithstanding any such delegation or appointment, the Distributor shall remain fully responsible and liable to the Investment Manager for the performance of its obligations under this Agreement and under Applicable Laws, including all acts, omissions, and commissions of any such sub-distributors, agents, or third parties engaged by the Distributor. The Investment Manager shall have no privity of contract with such sub-distributors or third parties, and all obligations, liabilities, and responsibilities in relation thereto shall remain solely with the Distributor.
- 2.4. All applications for the purchase or redemption of Unit or investment in PMS shall be subject to the approval of the Investment Manager and will be dealt with by the Investment Manager in accordance with, the terms and conditions of the Fund Documents.
- 2.5. The Investment Manager and Fund reserve the absolute right, whether such right is expressly specified in the documents referred to in point 2.4 or otherwise, to refuse to accept in whole or in part any application for the purchase or redemption of Units or investment in PMS.
- 2.6. For the purpose of the Referral of a Fund's Units, the Investment Manager shall furnish to the Distributor copies of the Fund Documents of such Fund.
- 2.7. The Distributor is authorized to furnish to prospective purchasers of a Unit only such information as may be contained in the Fund Documents,

provided always that the Distributor may at its own will provide to its prospective investors research or other similar publications produced by the Distributor in the ordinary course of business which may include references to the Funds,

3. PROCEDURES FOR APPLICATION AND REDEMPTION

- 3.1. The Fund and the Investment Manager hereby agree that the price at which Units will be issued in acceptance of each application for subscription for Units submitted by the Distributor shall be in compliance with the procedures as laid down in the Fund Documents.
- 3.2. The Distributor shall undertake its duties under all applicable Anti money laundering/KYC requirements prescribed by regulatory authorities and Applicable Laws before accepting a prospective investor and shall use reasonable efforts to monitor its sub-Distributor / third parties engaged to ensure compliance with all AML/KYC laws and regulations.
- 3.3. Requests for redemption of Units shall be in accordance with the Fund Documents.

4. UNDERTAKINGS OF THE DISTRIBUTOR

- 4.1. The Distributor hereby undertakes and agrees with the Investment Manager that it shall:
 - 4.1.1. perform its obligations with due care, skill and diligence;
 - 4.1.2. at all times perform its obligations in accordance with the IFSCA (Capital Market Intermediaries) Regulations, 2025, and such other guidelines as issued from time to time;
 - 4.1.3. at all times shall adhere to & comply with "Code of Conduct" as specified in Schedule II of IFSCA (Capital Market Intermediaries) Regulations, 2025 and such other code specified from time to time. The Distributor shall promptly inform the Investment Manager in writing of any instance of non-compliance or any event that may affect its ability to comply.; Failure to do so may result in suspension or withholding of Commission / Fees, at the sole discretion of the Investment Manager.;
 - 4.1.4. the Investment Manager shall have the right to carry out reasonable assessment for satisfying itself that the Distributor, its authorized employees and its sub- Distributor complies with the Code of Conduct as specified in Schedule II of IFSCA (Capital Market Intermediaries) Regulations, 2025;
 - 4.1.5. at all times act in good faith in the course of its business and use its reasonable endeavours to promote or cause to be promoted the Fund to Eligible Person;
 - 4.1.6. (to the extent required by Applicable Laws) provide or cause to be provided to the Eligible Person the latest versions of the Fund Documents of the relevant Fund as provided by the Investment Manager and (where applicable) any relevant reports and updates of the Fund provided by the Investment Manager;
 - 4.1.7. not use any Fund Documents referring to the Investment Manager (other than those provided by the Investment Manager) unless such materials have been otherwise expressly authorised in writing for use by the Investment Manager; and provided further that any use of logos, brand name, or trademarks of the Investment Manager and/or its head office and/or its holding company and/or any of its group company, shall only be undertaken following prior written approval from the Investment Manager;
 - 4.1.8. not make or promote any forecasts or representations or give any warranties in relation to the Fund or the Investment Manager other than those set out in the latest version of the Fund Documents or otherwise expressly authorized in writing by the Investment Manager;
 - 4.1.9. where obtained, at all times maintain, and comply with the terms of, its IFSCA registration (if required, its banking licence (if Distributor is a bank)) and such other authorization, licenses and registration, necessary for the purposes of the performance by it of any of its duties and obligations hereunder;
 - 4.1.10. promptly inform the Investment Manager if at any time the Distributor becomes unable to comply with the terms of or maintain any of the authorizations, licences or registrations referred to in point 4.1.9 and simultaneously refrain from the Referral of the Units;
 - 4.1.11. inform the Investment Manager of (a) any circumstance that may materially affect its ability to carry out any of its services, duties or obligations or (b) any material non- compliance with any term or condition or (c) any regulatory action taken/initiated against the Distributor by IFSCA, SEBI, RBI, or any other regulatory/administrative/judicial authority;
 - 4.1.12. not delegate to any person (other than its affiliate or an employee of the Distributor) the performance of any of the duties and obligations of the Distributor hereunder without the prior written consent of the Investment Manager;
 - 4.1.13. discharge its duties under all AML/KYC Laws, including taking such measures as may be required by such AML/KYC Laws to verify the identity of its Customers, or prospective investor(s), to whom the Units are to be sold in accordance with Applicable Laws;;
 - 4.1.14. where permitted by the Applicable Laws, provide the relevant authorities with the necessary information and details referred to in point 4.1.11;
 - 4.1.15. at all times be solely responsible for its tax liabilities and the related reporting and other procedures and obligations;
 - 4.1.16. not use the intellectual property of the Investment Manager including any trademark, brand name, logo or Fund Documents unless permitted in writing and to notify the Investment Manager of any suspected infringement of the intellectual property of the Investment Manager;
 - 4.1.17. not use or display the name of Investment Manager, the Fund, and any logo associated with the Investment Manager or the Fund, unless such use or display is made in such format and context agreed in writing by the Investment Manager;
 - 4.1.18. not set up any adverse claim in respect of any intellectual property of the Investment Manager and also not cause or permit anything which may damage or endanger the intellectual property of the Investment Manager or the Investment Manager's title to it or assist or allow others to do so;
 - 4.1.19. take all reasonable steps to ensure suitability of the capital market products and services of the Investment Manager as per its Client's risk profile for all advised investment transactions and also ensure that it professionally develops all advice on its own and provides to directly to its Clients;
 - 4.1.20. comply with Applicable Laws in the performance of its duties and obligations;

- 4.1.21. not receive, directly or indirectly, any commission from the Client in respect of any product(s) and/or services being availed by the Client from the Investment Manager except the Commission payable by the Investment Manager in accordance with these terms and conditions;
 - 4.1.22. it shall obtain such written consents as may be necessary from the prospective Clients for furnishing to the Investment Manager the information pertaining to the prospective Clients;
 - 4.1.23. it shall ensure that it obtains and maintains adequate written consent and authority from all its Clients for sourcing or receiving their investment details including the Statement of Account directly from the Investment Manager;
 - 4.1.24. the Distributor agrees to maintain confidentiality and secrecy of all information received by it and/or its personnel either directly or in the course of dealing with the Investment Manager and or its employees and/or its Clients. The Distributor further undertakes to utilize such information only for the purposes of providing their services and not for any other purpose which may prove detrimental to the interest of the Investment Manager and/ or its employees and /or its Clients; except to the extent disclosure is required by Applicable Laws or regulators;
 - 4.1.25. the term "Personal Data" or "Personal Information", "Processing", "Data Principal", "Data Processor", "Data Fiduciary" or "Data Controller" shall have the same meaning to it as defined in the applicable data protection legislation. The Distributor shall comply with all applicable data protection laws including Digital Personal Data Protection Act, 2023, Information Technology Act of 2000, as amended from time to time, at all times including any rules, regulations, notifications, directions, guidelines thereto including the Indian Computer Emergency Response Team ("Cert-In") directions, 2022 ("Data Protection Legislation"); except where disclosure is required by Applicable Laws;
 - 4.1.26. not (a) issue any advertisement in relation to the Investment Manager or its affiliates or hold out on behalf of the Investment Manager or its affiliates; and/or (b) provide information of any kind relating to the Investment Manager or its affiliates to the press by way of interviews, press releases or otherwise;
 - 4.1.27. not use the Fund Documents provided by the Investment Manager, for providing its own product or service similar to the Investment Manager;
 - 4.1.28. assist the Client in relation to all the documentation required for availing the services or products offered by the Investment Manager for which the services are engaged. The Distributor shall remain liable for any loss of documentation in course of transit between the Distributor and the Client or between the Distributor and the Investment Manager; The Distributor shall exercise reasonable care and remain liable for loss caused by its negligence;
 - 4.1.29. not indulge in the act of churning Client's investments with the objective of earning higher Commission from the Investment Manager or other third parties;
 - 4.1.30. will not knowingly offer or sell Units or PMS to any investor who is not an Eligible Person, or by investing in the Fund, would commit a breach of the laws and regulations relating to the prevention of money laundering in their jurisdiction, or in IFSC or India;
 - 4.1.31. provide all support and reasonable co-operation to the Investment Manager for any data, information, documentation that may be required from time to time including data and details required pursuant to any regulatory information sought and/or inspection to enable the Investment Manager comply with the Applicable Laws;
 - 4.1.32. not engage in any acts or conduct any act that results in defamation, monetary damage, loss of good will or discontinuation of patronage by any Client of the Investment Manager.
- 4.2 Notwithstanding any other provision in this terms and conditions, provided the Distributor complies with its obligations under point 4.1.5 the Distributor shall incur no liability to the Investment Manager or the Fund as a result of, or in respect of the domicile, nationality or residency of any Customer of the Distributor who applies for, or is otherwise interested in, any Units, provided always that the Distributor agrees that it will solicit purchases of Units from Customers in accordance with Applicable Laws.

5. REPRESENTATIONS AND WARRANTIES

5.1. Each Party to these terms and conditions represents and warrants to the other parties that:

- (i) it has the power to carry on its business as it is now being conducted;
- (ii) it has full power and authority to enter into and perform its obligations under these terms and conditions and holds all authorisations, consents and licences required to be held under any law or regulations governing its activities pursuant to this terms and conditions; and
- (iii) the responsibilities and obligations herein do not and will not violate any law, regulation or authorisation, its constitutive documents or any other document which is binding on it.

5.2. The Distributor hereby represents, warrants and undertakes to the Investment Manager that:

- 5.2.1. it shall exercise reasonable care, prudence and diligence in performing its duties and responsibilities as set forth; and it shall comply with, and ensure that its employees and representatives comply with, the Applicable Laws which affect the performance of this terms and conditions;
- 5.2.2. it is duly registered with the appropriate authority, as required under the Applicable Laws and in case of non-individuals, it is validly incorporated under the provisions of the Applicable Laws and is a tax resident in its country of incorporation;
- 5.2.3. it has the ability and wherewithal, including the required and appropriate professional and/or administrative capabilities, qualifications, experience, technical expertise and financial resources to provide the Referral Activities in accordance with the terms and stipulations set out in this terms and conditions including suitable and adequate business disruption and continuity plans that incorporate comprehensive remote access to all required systems; it shall act reasonably and in good faith to mitigate any unforeseen disruption.
- 5.2.4. no action or any other steps have been taken and no legal proceedings have been started or (to the best of its knowledge and belief) threatened against the Distributor for the winding-up of the Distributor or appointment of a receiver, judicial manager, administrator, administrative receiver, compulsory manager, trustee or similar officer of the Distributor or of any or all of its assets;
- 5.2.5. it shall be solely responsible for its tax liabilities and the related reporting and other procedures and obligations;

- 5.2.6. if it is 'non- resident' under The Income Tax Act, 1961, it does not have a permanent establishment in India as per the applicable tax treaty or business connection in India;
- 5.2.7. it shall not receive, directly or indirectly, any commission from the Client in respect of any product(s) and/or services being availed by the Client from the Investment Manager except the Commission/ Fee payable by the Investment Manager
- 5.2.8. it shall comply with Applicable Laws and not breach these terms; minor inadvertent errors which are promptly remedied shall not be deemed material non-compliance for the purposes of regulatory reporting ;
- 5.2.9. the Investment Manager can and shall have the right to claw back and/or hold further payout of commissions / fees, if any breach of Applicable Law is observed and till such time the Distributor does not rectify such breach;
- 5.2.10. it considers sexual harassment in the workplace to be unacceptable and treats all complaints of sexual harassment seriously. The Distributor has adopted a robust and comprehensive sexual harassment policy as an effective measure to prevent and address sexual harassment at the workplace, and it shall implement and comply with the provisions of Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013; and
- 5.2.11. it shall comply and abide with any country specific requirements as applicable while performing its role/function/activity under these terms and conditions. Investment Manager in no circumstances shall be held liable.. The Investment Manager shall not be held liable for any obligations arising under such country-specific requirements. If a separate agreement is required to comply with such requirements, the Distributor shall enter into the agreement on terms acceptable to the Investment Manager.

6. **DISTRIBUTOR'S COMMISSION**

- 6.1. The Distributor will receive a commission/ fee, at the rates and on the conditions set out in Schedule 2 ("**Commission / Fee**"). The Commission shall be payable by the Investment Manager in the manner set out in Schedule 2.
- 6.2. The Commission/ Fee (if any) set out in Schedule 2 shall be inclusive of goods and services tax ("**GST**"). Distributor will not charge GST on the services agreed to be provided to the Investment Manager as services provided to a unit located in SEZ for authorized operations are considered as zero-rated supplies under applicable GST law. The Distributor shall be responsible for completing all compliances including but not limited to filing of bond or letter of undertaking as per GST law for ensuring that GST is not charged on the services agreed to be provided to the Investment Manager.

In the event the Distributor decides to charge GST on the services agreed to be provided to the Investment Manager, the Investment Manager shall not be obliged to pay and/ or bear the GST amount; and the same would be the sole responsibility of the Distributor to deposit the GST amount to the credit of relevant governmental authority; and claim subsequent refund, if available, at its sole discretion

- 6.3. All computations and calculations of Commission / Fees shall be determined by the Investment Manager in good faith at its sole and absolute discretion and shall be final, conclusive and binding upon the Distributor in all respects
- 6.4. Any claim with regard to the omission/error in calculation of Commission / Fee shall be made by the Distributor within a period of one (1) month from date of payment of the relevant Commission / Fee. Any claim made post the above period shall not be entertained by the Investment Manager.

7. **PREVENTION OF UNLAWFUL/ IMPROPER PAYMENTS AND CORRUPT PRACTICES**

- 7.1. The Distributor acknowledges that the Investment Manager does not authorize, condone or approve of any Improper Payments and/or corrupt practices. The Distributor's further acknowledges that any breach of this undertaking may cause the Investment Manager to incur Court or Government fines, regulatory sanctions and other financial claims and penalties. The Distributor undertakes in the performance of its obligations that it and its officers, directors, employees, or agents will not, and shall refuse to, promise, make or offer to make any Improper Payments and/or indulge in giving bribe to any officer, employee, agent or fiduciary of any third party or the other party, or to any Public Official. The Distributor shall not comply with any instructions (including instructions purportedly from the Investment Manager) to violate the foregoing obligation, and shall procure the same of its officers, directors, employees, or agents. The Investment Manager may but is not obliged to issue to the Distributor from time to time its further requirements and guidelines on the Distributor regarding Improper Payments, and the Distributor shall comply with such guidelines and requirements.
- 7.2. The Distributor shall notify the Investment Manager in writing immediately if it suspects, is notified of or otherwise becomes aware of any breach of its undertaking on Improper Payments; or any solicitation, request or direction to it to commit such breach, including by person(s) acting or purporting to act for the Investment Manager.
The Distributor shall further maintain all relevant documents and records relating to the same and may not destroy such documents or records without the written consent of the Investment Manager.
- 7.3. In the event of breach of the Distributor's undertaking under this point 7:
 - (i) notwithstanding the provisions of point 8 below, the Investment Manager may at its discretion require the Distributor to take reasonable remedial action, including the removal of officers, directors, employees or agents from involvement;
 - (ii) to the extent permissible by law, the Distributor shall render all cooperation and provide full access to all relevant information, documents and/or records to the Investment Manager in any legal, regulatory or governmental action against the Distributor arising from such breach; and
 - (iii) breach of this point 7 shall be considered as a material breach and shall entitle the Investment Manager to terminate the services of Distributor's without prior notice.

8. **TERMINATION**

- 8.1. Either Party may terminate this engagement at any time by giving to the other party thirty (30) days' notice in writing to the other.
- 8.2. The Investment Manager may terminate this engagement immediately for material breach that remains uncured after 30 days of written notice:
- 8.2.1. is in material breach of any of the terms and conditions and fails to remedy the same (if capable of remedy) within thirty (30) days of receiving a written or email notice from the Investment Manager to do so;
 - 8.2.2. is unable to pay its debts as they fall due or a petition for judicial management or winding up is presented or it shall go into liquidation (save for the purpose of amalgamation or reorganization) or compounds with its creditors generally or has a receiver appointed over all or any part of its assets or suffers any execution over such assets;
 - 8.2.3. cannot comply with, obtain or maintain any necessary authorizations, licenses or registrations for the performance of its obligations hereunder; or
 - 8.2.4. cannot comply with the obligations as specified in IFSCA (Capital Market Intermediaries) Regulations, 2025

9. **EFFECT OF TERMINATION**

- 9.1. Upon termination of this engagement, all rights, obligations and liabilities of the parties accrued up to and including the date of such termination shall not be affected thereby. In the case of termination under clause 8.2, such obligations and liabilities shall continue to be performed and discharged and accrued up to the effective date on which such notice of termination expires.
- 9.2. Upon termination for any reason whatsoever, the Distributor shall promptly return to the Investment Manager or securely destroy any copies of the Fund Documents (including but not limited to Fund Documents, forms or other supplemental sales materials) which remain within the Distributor's possession and control pursuant; provided however that the Distributor may retain any materials it reasonably believes necessary in order to comply with the Applicable legal, regulatory, or professional obligations; or
- 9.2.1. to fulfil its obligations to all investors that continue to own the Units, until such time the investors attributable to the Distributor are no longer invested in the Fund.
 - 9.2.2. A certificate with regard to compliance with point 9.2 shall be provided within ten (10) days of such termination.
- 9.3. The Distributor shall be entitled to receive the Commissions / Fees accrued up to the date of termination of this engagement, and Commissions / Fees accruing after the termination of this engagement in respect of existing Units in the Fund arising from sales procured by the Distributor prior to date of the termination of the engagement.

10. **APPOINTMENT OF SUB-DISTRIBUTOR**

- 10.1. The Distributor may appoint sub distributors as it deems fit and necessary
- 10.2. The Distributor agrees that the agreement if any, between the Distributor and sub-distributor(s) shall not contain any clauses which are contrary to what is stated in this Agreement. However, if the said agreement contains clauses which require prior approval of the Investment Manager, the said clauses shall be effective only after such approval is obtained by distributor from the Investment Manager in writing.
- 10.3. The Distributor shall be responsible for supervising the activities of such sub-distributors appointed by it and shall be responsible to ensure that each sub- distributor shall act at all times in compliance with all applicable laws and rules and also complied with the code of conduct as specified by IFSCA in this regard. The Distributor shall ensure that the sub-distributor (and if the sb distributor is a firm/company or any other artificial person then all its employees including temporary employees and trainees, agents, servants and representatives) shall at all times observe the confidentiality as imposed by the Investment Manager.
- 10.4. The Distributor agrees that there is prima facie no relationship between the Investment Manager and the sub distributor(s) appointed by the Distributor.
- 10.5. The Investment Manager will not be responsible for payment of any compensation or brokerage to sub-distributors and any payment to such sub-distributors shall be the sole responsibility of the Distributor

11. **NOTICE**

Any notice or other communication in connection with this Agreement shall be in writing and shall be addressed to Investment Manager or the Distributor at their respective addresses mentioned in this Agreement or any other address in India which the concerned party has intimated to the other party in accordance with the provisions of this Agreement.

12. **CONFIDENTIALITY**

- 12.1. The Distributor hereby agrees and undertakes to abide by the terms and conditions set out in Schedule 3.
- 12.2. The Distributor shall not make any statements to the press and / or any other media service regarding this engagement or the Referral Activities undertaken hereunder, without the prior written approval of the Investment Manager.
- 12.3. Any breach of the obligations under this point shall be deemed a material breach of this terms and conditions.
The parties hereby agree that the Investment Manager shall not be bound under any confidentiality obligations with respect to the subject matter of this terms and conditions.

13. **INDEMNITY**

- 13.1. Each Party hereby agrees to indemnify and hold harmless the distributor/ Investment Manager/ and/or any of its promoters, directors, shareholders, employees, officers against any direct and indirect, damages, costs, losses, expenses, liabilities, awards, penalties, judgments and fines which it might incur/suffer as a result of:

- (i) any unauthorized, misleading, false or inaccurate information provided regarding the Clients / prospective Clients referred to the Investment Manager by the Distributor;
- (ii) any regulatory action taken/initiated against the any party by IFSCA, SEBI, RBI, or any other regulatory/administrative/governmental/judicial authority; conflict of interest arising from Distributor's obligation under any other agreement entered into between the Distributor and any third party or non compliance of IFSCA provisions in this regard.
- (iii) any legal proceeding by the Client alleging fraud or mis- selling or misrepresentation;
- (iv) gross negligence or willful misconduct, fraud, intentional act of omission or commission or any other wrongdoing of any party or their employees or agents;
- (v) any breach of the obligations under this point shall be deemed a material breach of this terms and conditions.
- (vi) In no event shall the liability of either party exceed the total fees paid to the Distributor in the preceding twelve months, except in cases of fraud or willful misconduct/negligence as decided by a final non – appealable order of the highest court of competent jurisdiction.

14. **FORCE MAJEURE EVENT**

- 14.1. The parties (Investment Manager or Distributor) shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.
- 14.2. Force Majeure Event" means any event due to any cause beyond the reasonable control of the party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection, war or acts of government.

15. **DISPUTE RESOLUTION**

- 15.1. Any dispute, differences, controversy or claims arising out of or relating to this engagement or the breach, termination or invalidity thereof, shall be settled amicably pursuant to a written notice in this regard from one party to the other party; through discussions and negotiations in good faith between senior officers to be nominated by the respective parties.
- 15.2. In the event any such aforesaid disputes or claims are not settled amicably within 30 (thirty) days of the aforesaid notice, the same shall be decided through arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each party and third arbitrator appointed by the mutual consent of the arbitrators so appointed.
- 15.3. The place of arbitration shall be Mumbai, India and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai, India.
- 15.4. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be applicable Indian law.

SCHEDULE 1

All investment products and offerings made available by the Investment Manager shall be deemed to be included in this Schedule 1 upon registration with the International Financial Services Centres Authority (IFSCA), where such registration is required, and upon notification by the Investment Manager to the Distributor.

SCHEDULE 2 **Commission/ Fee**

Commission/ Fee:

The Investment Manager shall pay the Commission/Fee to the Distributor as may be communicated by the Investment Manager Further, the Investment Manager shall be entitled to make such subsequent changes to the Commission/Fee payable to the Distributor as the Investment Manager deems fit at its sole discretion from time to time; and inform the same to the Distributor through an e-mail communication following which such revised Commission/Fee shall become payable.

For distributors registered with the International Financial Services Centres Authority (IFSCA), as well as for foreign distributors, all commission payments shall be made in United States Dollars (USD). For USD-denominated commissions, if the total commission payable for any period is less than USD 50, such commission shall be accumulated and carried forward until the earlier of the total accumulated commission exceeding USD 50 or the end of the applicable quarter, at which point the commission shall be paid in full. For domestic distributors, all commission payments shall be made in Indian Rupees (INR), and the applicable currency conversion rate for such payments shall be the SBI TT Buy Rate prevailing on the last date of the relevant commission period.

All commission payments are subject to applicable taxes, regulatory requirements, and statutory deductions. The Distributor shall provide proper invoices to the Investment Manager in a timely manner and at such periodicity as mutually agreed between them. The Investment Manager shall make payments on such invoices which are undisputed within (45) forty-five business days from the date of receipt of the invoice. Withholding tax, if any will be deducted as per Applicable Law.

SCHEDULE 3

Confidentiality & Non-Disclosure

During the term of this terms and conditions, the Investment Manager may disclose/exchange information/data to the Distributor which may be strategic, proprietary and confidential in nature including price sensitive information as described in detail below and defined as '**Confidential Information**' and the Distributor recognizes that careful protection and non-disclosure of the Confidential Information provided by the Investment Manager to the Distributor is of utmost importance; and in consideration of the promises made herein, the parties agree to disclose and receive certain Confidential Information under the following terms and conditions:

1. **CONFIDENTIAL INFORMATION**

1.1 **Definitions**

As used herein 'Confidential Information' shall mean all present, past or future information, data and materials which is or will be provided/disclosed by Investment Manager to Distributor, either written or oral or any tangible or intangible or in any other form or medium including electronic or digital means, or which is learnt or disclosed in the course of discussions, studies or other work undertaken by the Distributor prior to or after the effective date of this terms and conditions whether in original or copies or duplicates thereof, which has been acquired or will be acquired by Distributor from Investment Manager, including, but without limitation any UPSI (as defined hereinbelow), financial and accounting information relating to any company or entity, commercial strategies, processes, product details, drawings, documents, market analysis, plans, ideas, data compilations, forecasts, studies, diagrams, models, samples, flow charts, customer or investor related information, distributor details, investment details, bank details, account statements, investor lists, ARN codes, EUIN codes, process documents, technical, financial or business information including credit risk data, liquidity risk data, market risk data, audit data or promotional and marketing activities/ opportunities or request for proposal, request for information and responses thereto or system & sub- system information, internal or partner IP Schema, network topography & design, system configuration data, system vulnerability information, risk exception information, supplier information and its dependencies or other documents prepared based on any of the foregoing, whether labeled as 'Confidential' or not and whether patentable, copyrightable or susceptible to any other form of protection or not; which is provided by Investment Manager to the Distributor, or otherwise becomes available to the Distributor directly or indirectly.

The fact that Confidential Information has been made available hereunder, that discussions or negotiations are taking place concerning the Purpose (as defined hereinbelow) between the parties and all of the terms, conditions and other facts with respect thereto (including the status thereof) shall also be considered Confidential Information that is subject to the provisions of terms conditions.

'UPSI' shall mean 'Unpublished Price Sensitive Information' as under the Securities and Exchange Board of India (Prohibition of Insider Trading) Regulations 2015.

1.2 **Purpose**

The purpose of the disclosure of Confidential Information by Investment Manager to the Distributor is to enable it to provide and carry out the work relating to the performance of its responsibilities and obligations under this terms and conditions ("**Purpose**").

2. **NON-DISCLOSURE**

2.1. **Use of Confidential Information**

2.1.1. The Distributor shall use the Confidential Information only for the Purpose stated in paragraph 1.2 hereinabove. The Distributor recognizes that imposes an affirmative duty upon it to hold such information in confidence and to protect the same from dissemination to and use by, unauthorized parties. In the absence of prior written consent, the Distributor shall not disclose the Confidential Information to any third party including the competitors of Investment Manager under any circumstances.

2.1.2. The Distributor shall not disclose, share or disseminate any Confidential Information and shall hold in strict confidence and shall take adequate precautions to protect, the security, integrity and confidentiality of the Confidential Information in the possession of the Distributor, and shall not use or attempt to use, disclose, publicize, provide access, or disseminate any Confidential Information to any person and shall take proper care to protect and preserve the confidentiality and secrecy of all Confidential Information, including without limitation, implementing physical security measures and operating procedures. Such measures shall in no event be less than a reasonable degree of care. The Distributor will grant access to the Confidential Information only to their officers, employees, agents, contractors, consultants, advisors, affiliates ("**Representatives**") who have a clear need to know, and only if: (a) such Representative is advised in writing by the Distributor of the existence and of the obligations of confidentiality herein; and (b) such Representative is made subject to confidentiality obligations similar to those by the Distributor. The Distributor shall be responsible for any breach of the terms of this terms and conditions by it or by its Representatives at all times.

2.1.3. The Distributor undertakes not to communicate discussions in which it participates or will participate as well as any resulting recommendations to and/or decisions of the Investment Manager, except as explicitly agreed to by the Investment Manager from time to time.

2.2. **Return of Confidential Information**

The Distributor will promptly cease using the Confidential Information and return the same and / or certify, in writing, as to the destruction of (without retaining any copies), all Confidential Information (and copies, abstracts, samples, notes, extracts or modules thereof) furnished to, or created by or on behalf of the Investment Manager, upon a written request for the same. Distributor shall ensure that all Confidential Information is stored and processed in compliance with applicable data protection laws, including DPDP Act, 2023.

2.3. **Exceptions**

The Distributor shall not be bound by any obligations of confidentiality and non-use to the extent that it is clearly able to demonstrate that any part of the Confidential Information:

- (a) is known to it or has been in its prior possession and without any obligations of confidentiality;
- (b) is in the public domain at the time of disclosure by the Investment Manager;
- (c) becomes part of the public domain through no action or inaction of the Distributor;
- (d) becomes available to the Distributor from a third party not in breach of any obligations of confidentiality; or
- (e) if disclosure was required by any Governmental authority under any applicable law, rule or regulation or was in response to a valid and binding order of a Court of competent jurisdiction, provided that prior written notice is given to Investment Manager so that a protective order or other relief, if appropriate, could be sought by Investment Manager. In the event no such protective order or other remedy is obtained, the Distributor shall furnish only that portion of the Confidentiality Information which is required and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the Confidential Information so disclosed.

2.4. **Prohibitions**

Without foregoing the generality of the above, the Distributor hereby agrees and undertakes not to exploit the Confidential Information, directly or indirectly, by itself / himself or through some other person, in any manner whatsoever, where such exploitation includes but is not limited to use of the Confidential Information for dealing or trading or any activity of a similar nature for the buying and selling of shares, debentures or other securities. It is clarified that the Distributor may engage in dealing or trading or similar activity in shares, debentures or other securities in accordance with the Applicable Laws. Also, notwithstanding anything contained in this terms and conditions, the Distributor also agrees and undertakes that any Confidential Information relating to the Investment Manager or its Customers or employees that the Distributor receives or accesses for the purpose of this engagement is kept, stored, saved and maintained within the territory of the mainland of India at all times and is not transmitted, copied, stored, saved, processed or maintained at any location outside the territory of India.

2.5. **Remedies**

The Distributor recognizes and acknowledges that the Confidential Information of the Investment Manager may be of a special, unique and extraordinary character and that disclosure, misappropriation or unauthorized use of such Confidential Information may, in addition to breach of Applicable Laws, also cause injury or loss to the Investment Manager's business and/or reputation and money damages would be both incalculable and an insufficient remedy for any breach of this terms and conditions by the Distributor. The Distributor expressly agrees, therefore, that Investment Manager shall be entitled to seek preliminary/injunctive and/or any other equitable relief to prevent the breach or the threatened breach of any of the terms and provisions hereof by the Distributor and shall also be entitled to claim or recover from the Distributor any losses, damages, costs and expenses suffered/incurred as a result of the breach by the Distributor of its obligations hereunder or any other remedies at law or in equity that it may have including specific performance.

2.6. **Inspection**

Representatives of the Investment Manager shall be entitled to visit the premises of the Distributor with prior notice and during normal business hours, to review compliance with the terms of engagement.

2.7. **Public Statements**

In addition to the limitations on the use and disclosures of Confidential Information set forth herein, the Distributor agrees that it shall not, without written consent of the Investment Manager, issue or release or confirm any statement to the general public, to the news media, or to any third party about the Manager or any of its business affairs, except with the prior written consent of the Investment Manager, both as to the content and timing of any such issue or release or confirmation.

2.8. **Sharing of Information with Third Parties**

The Distributor shall not engage in by itself and/or solicit/ assist/ finance or in any other way facilitate any third party, directly or indirectly in developing any products or services by using or application of Confidential Information of the Investment Manager.

3. GENERAL

3.1. Term for Confidentiality

The Confidentiality and non-disclosure terms set out in this Schedule 3 shall continue to be valid and binding and shall survive the expiration or termination of these terms and conditions.

SIGNED and DELIVERED by

For and on behalf of _____

Through the hands of _____

Mr./ Ms. _____

Designation:

In the presence of:

1. _____

2. _____

In the presence of:

1. _____

2. _____