

Form No.



DISTRIBUTOR EMPANELMENT FORM (PMS)

Edelweiss Global Wealth Management Limited
Portfolio Management Services (PMS)

Index

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Document Checklist							
Documents	IFA / Proprietorship	Partnership Firm	Company	Documents	IFA / Proprietorship	Partnership Firm	Company
Copy of the AMFI Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Partnership Deed & Resolution	NA	<input checked="" type="checkbox"/>	NA
Copy of the ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Board Resolution	NA	NA	<input checked="" type="checkbox"/>
PAN card copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bank proof	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>	Address proof	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
				GST details	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Principal officer details Authorised signatory list	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NISM Certificate XXI A for PMS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
APMI Regn No.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Fee Annexure	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

1 DISTRIBUTOR INFORMATION

*Name (Mr. / Ms. / M/s.)

*Address For Communication

City State Pin

Email Id

Mob.: Off Fax

*Status Individual Company Bank Partnership Firm Others _____

*Date of Birth *Date of Anniversary

*Pan No. (Copy to be attached) *Aadhar No. (Copy to be attached)

If Non-Individual, contact person's name(s) (Mr./Ms.)

Designation *Date of Incorporation

PLEASE AFFIX A
RECENT
PASSPORT
SIZE
PHOTOGRAPH
(ONLY FOR INDIVIDUALS)

2 APMI CERTIFICATION DETAILS*

APMI Registration No.
(Mandatory)

Date Valid Upto

NISM XXIA Registration No.: NISM Certificate Holder Name:

(Mandatory for PMS Empanelment)

Passed On Date Valid Upto

3 BANK ACCOUNT DETAILS*

Bank Name Branch

Account No. City

Account Type Saving Current Mode of Payment Direct Credit* RTGS/NEFT* ECS*

Cheque* (Please attach copy) RTGS / IFSC CODE MICR Code

4 BUSINESS DETAILS* (THIS SECTION IS MANDATORY)

Experience in Selling (Please Tick) FD Bonds IPOs Equities-Company Name: _____ Total Experience: _____

Insurance - Company Name: _____ Others _____ PMS AIF

5 ANY AWARDS / ACHIEVEMENTS

Nomination Details For Brokerage/ Commission (In case of Individual Distributor/Agent Only)

I hereby nominate the person named below to receive the amounts of brokerage to my credit in the event of my death.

Nominee Name

Date of Birth (If Minor) Relationship Guardian Name (In case of Minor)

Address of Nominee / Guardian

City State Pin

Place: * Signature of Distributor

For office use only

Relationship Manager Date

Categorization RM Emp. Code

Distributor Classification (any one)

	Local	Regional	National		Local	Regional	National
IFA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Private / Foreign Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Partnership Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSU Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alternate Channel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This Distribution Agreement is made and entered into at _____ on the _____ DAY OF _____ 20____ ("Effective Date") by and between:

Mr./Ms./M/s. _____, (i) in case of the individual S/o. D/o Mr. _____, R/o _____; (ii) in the case of a company, incorporated under the provision of the Companies Act, 2013, having its Registered Office at _____; (iii) in case of a society registered under the applicable laws relating to societies having its Registered Office at _____; (iv) in the case of a partnership firm within the meaning of the Indian Partnership Act, 1932, any or each of the partners and survivor/s of them and partners from time to time (both their personal capacity and as partners of the firm) having their office at _____; (v) in the case of proprietary concern, the proprietor (both in his / her personal capacity and as proprietor / proprietress of the concern) having their Office at _____; (vi) in the case of a joint HUF, the Karta of the joint HUF and any or each of the adult members / coparceners of the joint HUF having its address at _____, (vii) in the case of trust, the trust / trustee/s for the time being, having their Office at _____ (hereinafter referred to as "**Distributor**" which expression unless repugnant to the context and meaning thereof shall deem to mean and include and mean their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, successors, permitted assigns etc. as the case may be) being the Party of the **FIRST PART**;

And

EDELWEISS GLOBAL WEALTH MANAGEMENT LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at Edelweiss House, 15th floor, Off C.S.T Road, Kalina, Mumbai – 400 098 (hereinafter referred to as "**Company**" which expression unless repugnant to the context and meaning thereof shall deem to mean and include its successors and assigns).

In this Agreement, unless the context otherwise requires, Distributor and the Company shall hereinafter be jointly referred to as the "**Parties**" and individually as the "**Party**".

WHEREAS:

- A. The Company is engaged in the business of portfolio management and investment advisory services. The Company provides Discretionary Portfolio Management Services ("**DPMS**") to its clients and is authorised to also provide non-discretionary portfolio management services and advisory services as permitted by Securities and Exchange Board of India (hereinafter referred to as "SEBI") under the SEBI (Portfolio Managers) Regulations, 1993 ("SEBI Regulations").
- B. The Company is desirous of appointing the Distributor as its non exclusive distributor for the purpose of referring its customers, who have evinced an interest in investing through the DPMS of the Company ("**Prospective Investors**") and the Distributor accepts the proposal of the Company to refer the Prospective Investors and provide such other services as may be more particularly stated in this Agreement.
- C. The Parties wish to record the terms agreed between them with respect to the distribution arrangement between them in the manner appearing hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, and intending to be legally bound hereby, the Distributor and the Company hereby agree as follows:

Definitions and Interpretation

"**Applicable Law**" means the laws of India or where applicable, any political sub-division thereof, and all the rules, regulations, ordinances, notifications and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time and shall include any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by the SEBI, Reserve Bank of India or any other regulatory body / authority in India;

"**Affiliate**" means, a company, which is the holding company or subsidiary of either Party or a company, which shares a common holding company with either Party. The words "holding company" and "subsidiary" shall have the same meanings as given to them in the Companies Act 2013;

"**Agreement**" means this Agreement and the same may be amended, supplemented or modified from time to time in accordance with terms and conditions hereof;

"**Business Day**" means a day (other than a Saturday or Sunday or any public holiday in accordance with the Negotiable Instruments Act, 1881) on which scheduled commercial banks are open for business in Mumbai, India;

"**Client/Qualified Distribution**" means a Prospective Investor referred by the Distributor in accordance with the terms of this Agreement who has entered into a Client Agreement with the Company in relation to the product(s), to avail of the DPMS offered by Company;

"**Client Agreement**" means the discretionary portfolio management service agreement and such other related agreement and documents that are entered into between Company and the Client.

"**Effective Date**" means the date of execution of this Agreement;

"**Discretionary Portfolio Management Service/s**" ("**DPMS**") means the discretionary portfolio management services rendered by Company to the Client under the Client Agreement.

“Offer Document” means such offering memorandum/Disclosure Document by whatever name called in relation to the DPMS and includes any further offering memorandum, amendment, supplement, update or replacement from time to time, and containing the DPMS terms and conditions, termsheet, disclosures and disclaimers and undertakings, and application and/or subscription forms, as relevant;

“Person” means and refers to, as the case may be, any individual, company, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal entity;

“Distribution Fee” means the fee to be paid by the Company to the Distributor only for such Qualified Distribution mutually agreed between Parties from time to time in writing with respect to the DPMS;

“Territory” shall mean the Republic of India.

1.1 Interpretation

In construing this Agreement, unless the context otherwise requires:

- 1.1.1 time is of the essence in the performance of the Distributor's obligations. If any time period specified herein is extended, such extended time shall also be for the essence in respect of the services rendered by the Distributor;
- 1.1.2 unless the context otherwise requires, words importing the singular shall include the plural and vice versa;
- 1.1.3 clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.1.4 references to Recitals, Clauses, Exhibits and Schedules are references to Recitals, Clauses, Exhibits and Schedules of and to this Agreement;
- 1.1.5 wherever the context so demands the references to a Party to this Agreement includes references to its successors or permitted assigns (immediate or otherwise) and reference to agreements shall include reference to all the amendments thereto by whatever manner;
- 1.1.6 unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of such period is not a Business Day;
- 1.1.7 unless otherwise specified, whenever any payment is to be made or action taken under this Agreement is required to be made or taken on a day other than a Business Day such payment shall be made or action taken on the next Business Day;
- 1.1.8 reference to any Applicable Law includes a reference to such Applicable Law as amended or re-enacted from time to time, and any rule or regulation promulgated thereunder;
- 1.1.9 the terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
- 1.1.10 All terms or expressions, used in this Agreement, but not defined herein would carry the same meanings as defined under Securities and Exchange Board of India (Portfolio Managers) Regulations, 1993, SEBI Act, including notifications, guidelines issued thereunder and any amendments thereto and the word 'including' shall be construed without limitation.
- 1.1.11 the word 'including' shall be construed without limitation.

2. Scope of Services

The Company hereby appoints the Distributor to distribute such products/Strategy/Offering as may be referred/launched by the Company from time to time in a form as set out in **“Offer Letter”** specifying the name of product/Strategy/Offering, nature and fees payable to the Distributor and other terms and conditions, if any. The Distributor shall give its acceptance by returning a copy duly signed by it as per terms and conditions laid down in **Offer Letter** (which shall form an integral part of this agreement). The Distributor shall perform the following services (**“Services”**):

- 2.1 Refer Prospective Investors to the Company in respect of the DPMS or such other services as may be mutually agreed to between the Parties hereto from time to time.
- 2.2 The Distributor shall assist the Company in obtaining necessary identity documents of all Prospective Investors, referred by the Distributor to the Company in accordance with the Know-Your-Customer (**“KYC”**) laws and regulations.
- 2.3 Co-ordinate signing of all relevant documentation with the Client in the manner specified by the Company;
- 2.4 Provide to the Prospective Investor/Client, such documents including Offering Documents and other documents supplied to the Distributor by Company for distribution to the Prospective Investor/ Client.
- 2.5 Collect all documents from the Client as required by Company as required by Applicable Law at the time of accepting the Client Agreement from the Client.
- 2.6 Take adequate steps on best efforts basis (including assisting Company, when required) to obtain information and the identity of the Clients who invest in the product(s) through the Distributor.
- 2.7 It is hereby agreed by the Distributor that any transaction (including subscription or otherwise) requests in respect of the product(s)/ scheme/s received and forwarded by the Distributor to the Company shall be subject to final acceptance by the Company and shall be processed in the manner as specified in the relevant Offer Document and/or the Client Agreement and/or the Applicable Laws, as the case may be. Notwithstanding anything contained in this Agreement, the Distributor agrees and understands that the Company reserves the sole and absolute discretion to provide or not to provide discretionary portfolio management services to any Prospective Investor by entering into Client Agreement. Nevertheless, in case of insufficient documentation or deficiencies in any documentation

or consents as required from Prospective Investor, Company shall furnish the Distributor with appropriate reasons for rejection of any particular Prospective Investor so as to enable Distributor to rectify any such deficiencies. Upon receiving a rejection, the Distributor agrees not to undertake any further distribution to the Company with respect to such Prospective Investor under this Agreement and neither Party shall owe any duty to the other with respect to such Prospective Investor.

- 2.8 The Distributor shall in no circumstances have any power to enter into any transactions on behalf of or in any other way to bind Company in any manner whatsoever with any Client or person.
- 2.9 The Distributor shall ensure and certify that all its employees, representatives / agents / sub-agents / sub-distributor engaged in the distribution of the product(s) are / shall be adequately certified as per all relevant certifications, if required (presently or in the future, as the case may be) under the Applicable Laws by SEBI and/or any other regulatory/administrative/ judicial authority from time to time

3. Fees and Payment

- 3.1 In consideration of the Distributor accepting its appointment as distributor and the performance by the Distributor of its obligations under this Agreement, the Company agrees to pay to the Distributor distribution fees ("Fees").
- 3.2 For avoidance of doubt, the Parties agree that the Fees shall be payable to the Distributor for only such Qualified Distribution as may be agreed between the Parties from time to time. The Fees shall be payable to the Distributor from the date of the activation of the Client's account with the Company.
- 3.3 The Fees shall be paid within one (1) month of receipt of fees from the Client by the Company, in accordance with the fee schedule agreed between such Client and the Company.
- 3.4 The Fees shall be subject to the relevant provisions of the Income Tax Act 1961 and other applicable laws.
- 3.5 All computations and calculations of the Fees shall be determined by the Company and shall be conclusive and binding on the Distributor in all aspects save for manifest error.
- 3.6 Should an account of a Client with the Company be closed, any remuneration accruing after such closure to the Distributor hereunder in respect of such an account shall cease, and no other compensation shall be payable to the Distributor by the Company, after such closure.
- 3.7 In case the Client directly gives some distributions of prospective investors to the Company and such prospective investors or distributions were to establish a relationship with the Company, such accounts will not come under the preview of this Agreement, and the Distributor shall not be entitled to any fees in respect of the same, provided that such prospective investors or distributions provided to the Company by the Client have no existing relationship with the Distributor.
- 3.8 The Company shall bear all out-of-pocket expenses which have been pre approved by the Company in writing and incurred by the Distributor in rendering the Services and if not already paid in advance before the Services are rendered, the Company shall pay in the next payment cycle as may be agreed between the Parties and reimburse the Distributor. If the Company is required by law to make any deduction or withholding in respect of any amounts payable hereunder, no grossing up will be made and the Company shall not be obliged to pay any additional amount to the Distributor.

4. Representations and Warranties

- 4.1 The Distributor represents and warrants that:
- 4.1.1 It has the capacity to enter into this Agreement and is not in any way restricted / prohibited from performing the terms and conditions of this Agreement. It also has the relevant authorisations, approvals, registrations and licenses as are required to enter into and perform the Services and its other obligations under this Agreement and will at all times maintain any authorisations, approvals, registrations or licenses required to perform the Services;
- 4.1.2 This Agreement constitutes legal, valid and binding obligations of the Distributor, enforceable in accordance with their terms.
- 4.1.3 The execution, delivery and performance of this Agreement shall not contravene any provision of the constitutional documents of the Distributor and/or all governmental or other consents, and all approvals requisite for the execution, delivery and performance of this Agreement are in full force and effect.
- 4.1.4 The Distributor shall follow the procedure and process as may be intimated to it by Company, from time to time and shall distribute the product(s) to Prospective Investors in accordance with the provisions of this Agreement.
- 4.1.5 The Distributor acknowledges the discretionary right of the Client to continuation of the contract with Company through any broker of his discretion and discontinuance of contract between Distributor and its client will not have any effect to the contract between Company and the said client.
- 4.1.6 Distributor shall refer only those Prospective Investors to the Company who are agreeable to invest minimum amount, as may be required by the Applicable Law and regulations from time to time, in the product in the form of cash and / or stock. Provided for the avoidance of doubt that such minimum investment amount may be varied by the Company from time to time, in accordance with Applicable Law.
- 4.1.7 The Distributor hereby agrees to comply with the provisions of the SEBI Regulations as amended from time to time and with circulars/guidelines issued by SEBI from time to time including but not limited to, adherence to code of conduct and best practices prescribed by SEBI in obtaining of registrations/certifications so far as they relate to distribution of the Services of the Company.

4.1.8 The Distributor represents and warrants that it has not been subject of any action, disqualification, discipline, investigation or direction by a regulatory authority or governmental authority. In the event that the Distributor is subject to any such action, discipline, investigation or direction the Distributor will notify the Company immediately of such matter.

4.1.9 The Distributor undertakes not to use any unethical means to sell market or induce Prospective Clients to avail services of the Company.

4.2 The Company represents and warrants that:

4.2.1 It has the capacity to enter into this Agreement and is not in any way restricted / prohibited from performing the terms and conditions of this Agreement. It also has the relevant authorisations, approvals, registrations and licenses as are required to enter into and perform its obligations under this Agreement and will at all times maintain any authorisations, approvals, registrations or licenses required to perform its obligations;

4.2.2 This Agreement constitutes legal, valid and binding obligations of the Company, enforceable in accordance with their terms.

4.2.3 The execution, delivery and performance of this Agreement shall not contravene any provision of the constitutional documents of the Company and/or all governmental or other consents, and all approvals requisite for the execution, delivery and performance of this Agreement are in full force and effect.

5. Obligations of the Distributor

5.1 In performance of the Services under this Agreement, The Distributor will comply and be fully consistent with Applicable Law; and

5.2 The Distributor shall not have any responsibility or liability for the DPMS.

5.3 The Distributor shall not without the Company's prior written consent:

5.3.1 Issue any advertisement in relation to the Company or its Affiliates or hold out on behalf of Company or its Affiliates; or

5.3.2 Use the letterhead or logo of the Company or make any reference to the Company or its Affiliates on the Company's own letterhead other than with the Company's prior written agreement; or

5.3.3 Provide information of any kind relating to the Company or its Affiliates to the press by way of interviews, press releases or otherwise; or

5.3.4 Respond on behalf of the Company or its Affiliates to any enquiries or requests for information received from the press or from Prospective Investors relating to the Company or its Affiliates.

5.4 Make any representations or commitments to the Prospective Investors about or on behalf of the Company.

5.5 Parties hereby acknowledge and confirm that the Distributor shall perform the Services only within the Territory.

5.6 The Distributor shall not make any representations / statements concerning the product(s), except those contained in the Offer Document or such other document provided by the Company to the Distributor.

5.7 The Distributor shall ensure and certify that all its employees, representatives / agents / sub-agents / sub-distributor engaged in the distribution of the product(s) are / shall be adequately certified as per all relevant certifications, if required (presently or in the future, as the case may be) under the Applicable Laws by SEBI and/or any other regulatory/administrative/ judicial authority from time to time.

6. Obligations of the Company

6.1 The Company agrees and undertakes that:

6.1.1 It shall provide accurate and complete information with respect to DPMS to the Prospective Investors.

6.2 The Company agrees that it will make available to Prospective Investors, upon their request and always prior to their commitment to subscribe to the DPMS, copies of all documents including the relevant Offer Document/Disclosure Document and any other information that the Prospective Investor may require.

7. Indemnity

7.1 The Distributor shall indemnify and hold harmless the Company, its Affiliates, its directors, employees, agents from and against any costs, claims, litigations, suits, losses and expenses (including lawyers fees and litigation costs) which the Company might incur/suffer due to:

(i) any unauthorised, misleading, false or inaccurate information, documentation, literature or material representation relating to the scheme/s and/or the product/s under the DPMS which is made/issued/ given by the Distributor to the Client.

(iii) arising out of the breach of any term of this Agreement by the Distributor or any of its employees, agents, representatives and sub-distributor or arising out of any act of negligence (including errors and/or omissions) or willful misconduct or fraud or default by the Distributor or any of its employees, agents, representatives or sub-distributors under this Agreement.

7.2 The rights of indemnification provided in this Agreement will be in addition to any rights to which Company may otherwise be entitled to by contract or as a matter of law and shall extend to each of its or his or her heirs, successors and assigns. The provisions of this Clause shall survive termination of this Agreement.

8. Term and Termination

- 8.1 The Agreement shall commence from the Effective Date and shall remain in force until terminated in accordance with the provisions hereunder.
- 8.2 This Agreement may be terminated by either Party immediately upon giving notice in writing to the other Party upon the occurrence of any one or more of the following events (each an “Event of Default”), or any event similar thereto, and without prejudice to any of its rights under the Agreement accruing previous to termination becoming effective:
- (a) a licence, approval, authorisation or consent held by the other Party, which is required for the performance of the other Party's obligations under this Agreement and which has been granted or given by any relevant securities or banking authority, is terminated or suspended;
 - (b) any breach by the other Party of any representation, undertaking or obligation under this Agreement, or if the other Party commits a material breach of this Agreement and (if such breach shall be capable of remedy) the said other Party fails, within 30 (thirty) days of receipt of notice requiring it to do so, to make good such breach;
 - (c) any step is taken with a view to the winding up, bankruptcy or administration of the other Party and is not discharged or stayed within 30 (thirty) days;
 - (d) any distress, attachment, execution or other legal process is levied or enforced against any assets of the other Party and is not discharged or stayed within 30 (thirty) days;
 - (e) within 15 days of any adverse finding is made in respect of, or official sanction imposed on, the other Party by any relevant regulatory authority which would be likely to adversely affect the ability of such other Party to perform its obligations under this Agreement; and/or
- 8.3 This Agreement may otherwise be terminated without cause by either Party on giving not less than 30 (thirty) days prior written notice to the other Party.
- 8.4 Termination of this Agreement shall not affect or prejudice any rights, obligations, liabilities, powers or remedies of either Party to the Agreement which have accrued or fallen due up to termination date. For the avoidance of doubt, the Distributor shall be entitled to receive Fees pursuant to the terms hereof if a Prospective Investor is successfully referred to the Company prior to the termination of the Agreement even though the opening of account or transfer of assets by such Prospective Investor only takes place after termination.
- 8.5 Any terms, rights or obligations intended by their nature to survive termination of this Agreement, shall so survive.
- 8.6 Immediately upon termination of this Agreement, the Distributor shall cease marketing of the product(s), cease to use or display the name, logo or mark or any other intellectual property of the Company and shall also forthwith inform (and in any event no later than [two (2)] business days of termination of this Agreement) all the Distributor's relevant employees.
- 8.7 Additionally, upon termination of the Agreement for any reason whatsoever, the Distributor shall promptly return to the Company all copies of the Client Agreements/Offer Documents, promotional and advertising literature, publications and materials and any other confidential information supplied by the Company to the Distributor within 7 days from the date of termination or expiry of this Agreement.

9. Confidentiality

- 9.1 The Parties will, both during and after the termination of the relationship under this Agreement between the Parties, treat as confidential any information learnt or obtained about, or as shared by the Parties for the purposes of this Agreement and/or in the course of and/or pursuant to this Agreement and the activities contemplated hereunder (such information including as to either Party's businesses, products, investments or other strategy or holdings, either Party's Affiliates, and information obtained through either Party with regard to confidential data or information of third parties which either Party may share with the other Party as such Party is authorised by such third parties, hereinafter described for the purposes of this Agreement as “**Confidential Information**”).
- 9.2 Except in accordance with the provisions hereof, the Parties will not disclose or permit disclosure of any Confidential Information to any third party without either Party's prior written consent. These obligations shall not apply to information which (i) is, or becomes, known to the public otherwise than through a breach by or on account of either Party of the terms of this Agreement, (ii) is received by either Party from a third party entitled to disclose it, (iii) is disclosed with the prior written consent of the disclosing Party, (iii) was independently developed by either Party.
- 9.3 The Parties may disclose the Confidential Information to comply with any law, order, judgment, decree, or any rule, regulation, request or inquiry of or by any government, court, administrative or regulatory agency or commission, other governmental or regulatory authority, or any selfregulatory body (including any securities exchange) (any of the foregoing, a “**Governmental Requirement**”).
- 9.3.1 If a Party is advised that a disclosure is a Governmental Requirement, the said Party agrees to consult with the other Party prior to making such disclosure, to the extent permissible, i.e., unless such action on the part of the said Party would violate or conflict with Applicable Law, so that the other Party may seek an appropriate protective order, if it so desires, within the time stipulated to the said Party to make disclosure.
- 9.4 Upon the termination of this Agreement, each Party will, to the extent that it is not required by law to retain any Confidential Information, return all Confidential Information to the providing Party, together with any copies thereof. In no event shall any Party divulge to any third party the contents of any invoices/charge documentation that it receives from the other Party without the other Party's prior written consent.
- 9.5 The provisions of this Clause 9 shall survive termination or expiry of this Agreement.

10. Notices

10.1 Any notice or other formal communication to be given under this Agreement shall be in writing and signed by or on behalf of the Party giving it. It shall be (a) sent by facsimile transmission to the number set out below (or as otherwise notified from time to time); or (b) delivered by hand; or (c) sent by pre-paid recorded delivery, special delivery or registered post to the relevant address set out below (or as otherwise notified from time to time). In each case it shall be marked for the attention of the relevant person of each Party set out below (or as otherwise notified from time to time). Any notice or communication given by hand-delivery, facsimile or post shall be deemed to have been duly given:(a) if hand-delivered, when delivered; (b) if sent by facsimile transmission, upon receipt by the sender, of confirmation of proper transmission; (c) if sent by recorded delivery, special delivery or registered post, at 10 a.m. on the second business day for the recipient from the date of posting unless there is evidence that it was received earlier and provided that, where (in the case of delivery by hand or by facsimile) the delivery or transmission occurs after 6 p.m. on a Business Day for the recipient or on a day which is not a Business Day for the recipient, service shall be deemed to occur at 9 a.m. on the next following Business Day for the recipient. The addresses and facsimile transmission numbers of the Parties for the purpose of the aforesaid are:

- (a) Company
For the attention of : Abhishek Modi
Address: Edelweiss Global Wealth Management Limited
Edelweiss House, 15th floor, Off. C.S.T. Road, Kalina, Mumbai - 400 098.
Fax. No.:
- (b) The Distributor
For the attention of:
Address:
Fax. No.:

11. Governing Law

11.1 This Agreement shall be subject to, governed by and construed in accordance with the laws of the Republic of India.

11.2 The Parties hereto consent to the seat exclusive jurisdiction of the Courts in Mumbai.

12. Arbitration

12.1 Notwithstanding Clause 11.2, all disputes, differences and/ or claims arising out of this Agreement or in any way concerning or relating hereto, or as to constructions, interpretation thereof or otherwise in relation hereto, or as to the right and liabilities or any term, condition or provision herein mentioned or the construction or interpretation, shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitral tribunal shall be composed of a sole arbitrator to be appointed mutually by the Parties.

12.2 The award of the arbitrator shall be final, conclusive and binding upon the Parties.

12.3 The arbitration proceedings shall be conducted in the English language, and the seat and venue of the arbitration shall be Mumbai.

13. Entire Agreement

This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

14. Amendment

This Agreement may be amended only by written agreement of the Parties hereto.

15. Assignment

The Distributor shall not be entitled to assign any of its rights and obligations under this Agreement without the prior written consent of the Company. Provided however the Company may in its sole discretion assign its rights and/or obligations under this Agreement to its Affiliates and/or third parties. The Company shall intimate the Distributor in writing regarding the same.

16. Binding Effect

The terms of this Agreement shall be binding upon and shall inure to the benefit of the Distributors, their successors, heirs and permitted assigns as applicable and to the benefit of the Company, its successors and assigns.

17. No Third Party Rights

None of the provisions of this Agreement shall be for the benefit of or enforceable by any Person that is not a party hereto.

18. No Waiver

The waiver by the Parties of any breach of any term of this Agreement has to be express. No delay in exercising, or omission to exercise any right, power or remedy accruing to a Party upon any default under this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default; nor shall the action or inaction of a Party in respect of any default or any acquiescence by it in any default affect or impair any right, power or remedy of the Party in respect of any other default. The rights and remedies provided under this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

19. Severability

If any provision of this Agreement is held to be unenforceable under Applicable Law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then

(i) such provision shall be excluded from this Agreement, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded, and (iii) the balance of this Agreement shall be enforceable in accordance with its terms; provided, however, that this Agreement continues to reasonably and substantially reflect the intent of the Parties expressed herein taking into account the exclusion of such unenforceable provision.

20. Relationship of Parties

- 20.1 The relationship between the Distributor and the Company arising out of this Agreement, shall be on a principal to principal basis and nothing herein contained shall be deemed to create or constitute an employer- employee relationship, partnership, joint venture or any other association between the Parties hereto.
- 20.2 Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or subsidiaries thereof or, to provide either Party with the right, power or authority, whether expressed or implied to create any such duty or obligation on behalf of the other Party.
- 20.3 The rights and obligations of the Parties under this Agreement shall always be subject to Applicable Law and applicable regulations, including but not limited to the SEBI (Portfolio Managers) Regulations, 1993, as amended from time to time including any circulars issued by SEBI / such other regulatory authority, as the case may be.
- 20.4 The Parties hereby agree that this arrangement is on a non exclusive basis and the Parties may enter into similar arrangements with any other party/entity/person.

21. Costs

Each Party shall bear its own costs and expenses incurred in relation to the negotiation and execution of this Agreement. For avoidance of doubt, stamp duty payable on the Agreement shall be borne equally by both Parties.

22. Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that Party's reasonable control and occurring without its fault or negligence, including, floods, earthquakes, riots, terrorist attacks and other similar events, provided that, as a condition to the claim of non liability, the Party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. The Parties agree that if any of the aforesaid causes or events continue for a period of more than thirty days then the Company in its discretion terminate this Agreement and this Agreement shall stand terminated from the date of issue of the said notice by the Company without any further act or deed by the Company.


23. Sub Contracting

The Distributor shall not appoint sub distributors in furtherance of this Agreement without the prior written approval of the Company. It is clarified that while appointing sub-distributors, the Distributor will factor the relevant provisions of this Agreement and its arrangement / agreement with sub-distributor shall not be contrary to this Agreement. Further the sub-distributor if any shall have no direct recourse against Company and Distributor shall solely be liable for any act or omission of such he sub-distributor.

24. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original but which shall together constitute one and the same instrument.

IN WITNESS whereof this Agreement has been entered into on the date first above written.

	Edelweiss Global Wealth Management Limited	For
Authorized Signatory 		
Name of Signatory		
Witness Signature 		
Name of Witness		
Date/ Place		