

Form No.



## DISTRIBUTOR EMPANELMENT FORM (AIF)

Edelweiss Financial Services Limited

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## Document Checklist

Documents	IFA / Proprietorship	Partnership Firm	Company	Documents	IFA / Proprietorship	Partnership Firm	Company
Copy of the ARN Card	✓	✓	✓	Board Resolution	NA	NA	✓
PAN card copy	✓	✓	✓	Bank proof	✓	✓	✓
Memorandum & Articles of Association	NA	NA	✓	Address proof	✓	✓	✓
Principal officer details Authorised signatory list	NA	✓	✓	GST details	✓	✓	✓
Accessone Form	✓	✓	✓	AMFI Registration Certificate	✓	✓	✓
Partnership Deed & Resolution	NA	✓	NA	Fee Annexure	✓	✓	✓

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

03

THIS DISTRIBUTION AGREEMENT ("Agreement") MADE AT MUMBAI ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
("Effective Date").

**BETWEEN**

**Edelweiss Financial Services Limited**, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at Edelweiss House, Off C.S.T Road, Kalina, Mumbai 400 098 (hereinafter referred to as "Company", which expression shall, unless repugnant to the context or meaning power thereof, be deemed to include its successors, executors, administrators, legal representatives and permitted assigns) of the ONE PART;

**AND**

Mr./Ms. M/s \_\_\_\_\_ (i) in case of the individual;  
(ii) in the case of a company, incorporated under the provision of the Companies Act, 2013, (iii) in case of a society registered under the applicable laws relating to societies (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)(v) in the case of proprietary concern, the proprietor (both in his/ her personal capacity and as proprietor/ proprietress of the concern); (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; (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 shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their legal heirs, legal representatives, successors, assigns, representatives, nominees, administrators, successors, permitted assigns etc. as the case may be) of the OTHER PART;

Company and the Distributor are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

**WHEREAS**

1. The Company is an Investment Manager of Alternative Investment Funds (AIFs) registered with Securities and Exchange Board of India under Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012, as amended from time to time, the details of which are more particularly mentioned in the **Offer Letter** (hereinafter referred to as "**Fund(s)**").
2. The Company is desirous of appointing the Distributor, on non-exclusive basis, to procure clients who have evinced an interest in investing in the Fund ("**Prospective Investor/s**") for certain schemes and products as may be launched/ offered by the Fund (s) from time to time in a form set out in the "Offer Letter" (which shall form an integral part of this Agreement) on private placement basis.
3. The Distributor has represented to Company that it has the requisite expertise, personnel and infrastructure and knowledge for providing services on an independent contract basis and further represent that the same would be purely on a principal to principal basis with no employment claim by its personnel. The Distributor agrees to accept the appointment on the terms and conditions hereinafter mentioned.
4. Company has, based upon the representation of the Distributor, agreed to avail the Services of Distributor, particulars of which are set out in **Clause 3** of this Agreement.
5. The Parties hereto are desirous of recording such terms and conditions in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**1. DEFINITIONS**

In this Agreement, unless the context otherwise requires, the following expressions shall have the meaning assigned to them:

- a) "**Applicable Laws**" means the laws of India and all the statutes, rules, regulations, ordinances, notifications, orders, guidelines and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time and shall include but not limited to the Securities and Exchange Board of India (Alternative Investment Fund) Regulations, 2012 and any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by SEBI, RBI as the case may be, or any other regulatory body/ authority in India;
- b) "**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, 1956 read with the Companies Act, 2013.
- c) "**Agreement**" means this Agreement and the same may be amended, supplemented or modified from time to time in accordance with terms and conditions hereof.
- d) "**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.
- e) "**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 services offered by the Fund.
- f) "**Client Agreement**" means the contribution/subscription agreement and such other related agreement and documents that are entered into between Company and the Client.

- g) **"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 Fund.
- h) **"Intellectual Property"** means all patents, trademarks, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licences, franchises, formulae, designs, rights of confidential information and all other intellectual property.
- i) **"Intellectual Property Rights"** means all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
- j) **"Regulatory Authority"** means and includes Securities and Exchange Board of India (SEBI), Reserve Bank of India (RBI) and/ or any other authority appointed by the Indian Government or under Indian laws from time to time to regulate and control AIFs.
- k) **"PPM"** means the Private Placement Memorandum of a scheme as may be provided by the Company as per Securities Exchange Board of India (Alternative Investment Funds) Regulations, 2012 and circulars issued thereunder and any amendments thereof.
- l) **"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.
- m) **"SEBI"** means the Securities and Exchange Board of India.
- n) **"RBI"** means the Reserve Bank of India.
- o) **"SEBI Regulations"** means the Securities and Exchange Board of India (Alternative Investment Fund) Regulations, 2012 and circulars issued thereunder and any amendments thereof.
- p) **"Territory"** shall mean the Republic of India.

## 1.1 Interpretation

In construing this Agreement, unless the context otherwise requires:

- 1.1.1 unless the context otherwise requires, words importing the singular shall include the plural and vice versa;
- 1.1.2 clause headings are for reference only and shall not affect the construction or interpretation of this Agreement;
- 1.1.3 references to Recitals, Clauses, Exhibits and Schedules are references to Recitals, Clauses, Exhibits and Schedules of and to this Agreement;
- 1.1.4 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;
- 1.1.5 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;
- 1.1.6 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;
- 1.1.7 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;
- 1.1.8 the terms "herein", "hereof", "hereto", "hereunder" and words of similar purport refer to this Agreement as a whole;
- 1.1.9 All terms or expressions, used in this Agreement, but not defined herein would carry the same meanings as defined under Securities Exchange Board of India (Alternative Investment Fund) Regulations, 2012, SEBI Act, including notifications, guidelines issued thereunder and any amendments thereto and
- 1.1.10 the word 'including' shall be construed without limitation.

## 2. APPOINTMENT

Company hereby appoints the Distributor to distribute/refer such products/ schemes as may be launched under the Fund from time to time as set out in the **Offer Letter** specifying the name of the schemes, nature and fees to be payable to the Distributor and other terms and conditions, if any ("**Offered Scheme(s)**").

## 3. SCOPE OF SERVICES

3.1 Distributor agrees, undertakes and confirms to provide the services and do all acts and deeds ("**Services**") as described herein below:

- i. The Distributor, acting through its various branches in India to the extent permissible as per the Applicable Laws, will refer such Prospective Investors who have expressed interest in availing of Offered Scheme(s). Notwithstanding anything contained in this Agreement, any transaction (including application/subscription or otherwise) requests in respect of any Offered Scheme received and forwarded by the Distributor to Company shall be subject to final acceptance of Company at its sole discretion and without being liable or responsible for the same in any manner whatsoever, to the Distributor or any person/entity.

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.

- ii. 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.
  - iii. Provide all relevant information and documents, available with it in capacity of the Distributor, concerning the Contributors to the Fund.
  - iv. Co-ordinate signing of all relevant documentation with the Prospective Investor/ Client in the manner specified by the Fund; and
  - v. Provide to the Prospective Investor/Client, free of cost copies of the PPM and other documents supplied to the Distributor by Company for distribution to the Prospective Investor/Client.
  - vi. Collect all documents from the Client as required by Company at the time of accepting the Client Agreement from the Client.
  - vi) Take adequate steps on best efforts basis (including assisting Company, if required) to obtain information and the identity of the Clients who invest in the product(s) through the Distributor.
  - vii) Providing reasonable support to the Company and assist in concluding the Contribution Agreement with the investors; however the conclusion and the finalization of all Contribution Agreements shall be done directly between the investors and the Fund/ Company.
  - viii) Providing reasonable support to the Fund or the Company for following up with investors for drawdown in accordance with the Contribution Agreement.
- 3.2 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.
- 3.3 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.

#### **4. RELATIONSHIP**

- 4.1 The relationship between Company and the Distributor shall be governed exclusively by this Agreement and no presumption of any relation in the nature of partnership shall be presumed or shall exist. Neither Party is acting as a fiduciary for or as an advisor to, the other Party in respect of this Agreement.
- 4.2 The rights and obligations of the Parties under this Agreement shall always be subject to Applicable Laws, including but not limited to the SEBI Regulations.
- 4.3 This Agreement is entered into on a non-exclusive basis and the Parties reserve their rights to enter into similar arrangements with other persons. This Agreement supersedes all agreements executed prior to this Agreement.

#### **5. REPRESENTATIONS AND WARRANTIES**

##### **5.1 Company represents and warrants as follows:**

- i) Company has taken all required corporate, statutory and other approvals for enabling Company to sign, execute and deliver this Agreement and the person signing this Agreement has been duly authorized to sign, execute and deliver this Agreement and to bind the Parties hereto.
- ii) This Agreement has been duly executed and delivered on behalf of Company and Company confirms that it has all requisite power and authority to execute and deliver this Agreement. This Agreement represents the legal, valid and binding obligations of Company enforceable against Company in accordance with the terms hereof, except to the extent that the enforceability thereof may be limited by reason of any applicable bankruptcy, insolvency or similar laws now or hereafter in effect;
- iii) No consent of any other person and no authorisation, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required for the execution, delivery or performance of this Agreement by Company;
- iv) Company owns all Intellectual Property Rights and proprietary rights in the material and information made available by Company to the Distributor for the purpose of enabling it to refer persons to Company who are desirous of availing the Offered Scheme offered by the Company.

##### **5.2 Covenants**

Company hereby undertakes, confirms and agrees to the Distributor that:-

- i) All information (including, but not limited to, all deeds and documents) supplied or made available by Company to the Clients/ Distributor from time to time and to the Company's knowledge are true, correct and genuine and that Company is duly authorised to disclose the same to the Distributor;
- ii) Company shall be solely, individually and independently responsible for managing the schemes/ funds and/or the portfolio of each Client in accordance with and subject to the terms of the respective agreements and all other applicable laws, rules, regulations, guidelines and circulars issued and in force from time to time.;
- iii) Company shall ensure that the PPM or any other offer document or marketing material shall not contain any material omissions or inaccurate statements.

### 5.3 The Distributor represents and warrants as follows:

- i) The Distributor has taken all required corporate, statutory and other approvals for enabling the Distributor to sign, execute and deliver this Agreement and the person signing this Agreement has been duly authorized to sign, execute and deliver this Agreement and to bind the Parties hereto.
- ii) This Agreement, has been duly executed and delivered on behalf of the Distributor, and the Distributor has all requisite power and authority to execute and deliver this Agreement. This Agreement represents the legal, valid and binding obligations of the Distributor enforceable against the Distributor in accordance with the terms hereof, except to the extent that the enforceability hereof may be limited by reason of any applicable bankruptcy, insolvency or similar laws now or hereafter in effect.
- iii) No consent of any other person and no authorisation, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body or other third party is required for the execution, delivery or performance of this Agreement by the Distributor.
- iv) The Distributor represents and warrants that the Distributor, its directors and employees are not the subject of any action, disqualification, discipline, investigation or direction by a Regulatory Authority or governmental authority except as disclosed to the Company (such representation shall be deemed to be repeated on each date on which units are purchased by a unit holder/Client introduced by the Distributor pursuant to this Agreement). In the event that the Distributor, any of its director or employee is subject to any such action, discipline, investigation or direction, the Distributor will notify the Company as soon as practicable of such matter.
- v) The Distributor acknowledges that the Parties have entered into this Agreement on the basis of and in full reliance on representations of each other.
- vi) That 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.
- vii) The Distributor will not in any manner indulge in any kind of malpractice or unethical practice in referring any Customer to invest in the scheme/s and/or product/s of Company.
- viii) The Distributor agrees not to circulate/use/ print any marketing material, literature or any such other documents in connection with the scheme(s)/product(s) and services rendered by Company, unless such material is pre-approved by Company in writing.
- ix) The Distributor will comply with instructions and procedures as mutually agreed between the Distributor and Company from time to time. The Distributor agrees to exercise due care and diligence in performing its duties under these terms.
- x) The Distributor shall in its communication to the Prospective Investors/Clients clearly and categorically convey that:
  - The AIFs and securities investments are subject to market risk and that Net Asset Value of units issued under the concerning scheme of AIFs may increase or decrease depending on the factors and forces affecting the securities markets.
  - Investors are urged to read the PPM carefully and consult with their legal/tax/investment advisor before they invest in the scheme(s) of AIFs.
  - Investments in units of AIFs shall be subject to all risk factors associated with and to all the other terms and conditions of the product or respective schemes of AIFs.
- xi) It is hereby understood in all cases that the relationship between Company and the Distributor is that of principal to principal, (b) each transaction is for the account of Client and not for the Distributor's own account, (c) as between the Distributor and the Client, the Client will have full registered ownership of its portfolio.
- xii) The Distributor acknowledges the discretionary right of 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.

### 5.4 Covenants

#### The Distributor hereby undertakes, confirms and agrees to Company that:

- i) Distributor shall provide assistance as required by the Client/Company to redress Client complaints.
- ii) Distributor shall maintain Client relationship at highest standard of level and provide updated reliable information from time to time.
- iii) In particular, and without prejudice to the generality of the provisions of clauses above, the Distributor shall not provide guarantee or assurance in respect of or relating to either the returns to the Clients on the investments made/ to be made by Company/ Fund under the respective Client Agreement(s) / Contribution Agreement(s) as case may be and other related deeds and documents or due performance and discharge of Company's duties and obligations under the respective Client / Contribution Agreement(s) and other related deeds and documents, on behalf of Company or in any other capacity.
- iv) Distributor shall neither use nor display the name, logo or mark of Company (or any logo or mark similar thereto) in any manner without prior written approval of Company.
- v) Distributor will obtain and at all times maintain all authorisations, licences and registrations, if required under the Applicable Laws for the purposes of the performance of any of its duties and obligations under this Agreement.

- vi) Distributor hereby certifies that all its employees, representatives/ agents/ sub-agents/ sub-distributors engaged in the distribution of the scheme/sand/or product/s of Company are/ shall be adequately certified (on a continuing basis) as per all relevant certifications, if required (presently or in the future, as the case may be) under the Applicable Laws by the SEBI and/or the Reserve Bank of India (RBI) and/or any other regulatory/administrative/ judicial authority from time to time.
- vii) The Distributor agrees not to indulge in any kind of malpractice or unethical practice to sell, market or induce any investor/ customer to buy the units of the scheme(s) of the Fund.
- viii) The Distributor shall be responsible for obtaining the approval from the necessary Regulatory Authorities, if any, required for providing the services as detailed in this Agreement.
- ix) The Distributor agrees that in respect of the distribution of units of the scheme(s) of the Fund, (i) it shall in all respects be governed by the guidelines and norms applicable to intermediaries as laid down by SEBI or any other regulatory body from time to time and (ii) it shall also follow in all respects the provisions of SEBI regulations, circulars, directives guidelines pertaining to Alternative Investment Funds (so far as they relate to the services to be provided by the Distributor under this Agreement) (iii) it shall not indulge in malpractice or unethical practices while selling/marketing units of Fund under this Agreement. (iv) it shall abide by all the communications forwarded by the Company pertaining to changes in the guidelines/regulations of SEBI or any modifications to the internal guidelines and such communications shall form integral part of this Agreement.
- x) Distributor shall not provide information of any kind relating to the Company/Fund or its Affiliates to the press by way of interviews, press releases or otherwise.
- xi) Distributor shall not respond on behalf of the Company/Fund 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.

## 6. FEES AND CHARGES OF THE DISTRIBUTOR

- 6.1 The Parties will decide mutually from time to time, the Distribution Fees for each Offered Scheme. The Distribution Fees shall be directly linked to subscription of services/ units of offered scheme(s) by referred Customer of Distributor.
- 6.2 For avoidance of doubt, the Parties agree that the Distribution Fees shall be payable to the Distributor for only such Qualified Distribution as may be agreed in writing 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.
- 6.3 The Distribution Fees shall be paid within one (1) month of receipt of subscription amount from the Client, in accordance with the fees mutually agreed in writing between the Distributor and the Company.
- 6.4 The Distribution Fees shall be subject to the relevant provisions of the Income Tax Act 1961 and other applicable laws.
- 6.6 All computations and calculations of the Distribution Fees shall be determined by the Company and shall be conclusive and binding on the Distributor in all aspects save for manifest error, unless the same is not disputed by the Distributor within 30 days from the date of receipt of such calculations.
- 6.7 Should an account of a Client with the Scheme(s) of the Fund(s) 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.
- 6.8 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.
- 6.9 If there is a default by any Client either for non-payment of contribution during any drawdowns or for non-compliance with terms of the PPM, then the amount of Distribution Fees paid for the non-subscribed portion, will be clawed back from the Distributor. Further, in case amounts paid towards the Services of the Distributor are in excess of the total Distribution Fees payable to the Distributor, then such excess amounts shall be returned by the Distributor to the Company within 30(thirty) days of receipt of notice for the same sent by the Company.

In case a Client redeems its units (partially or fully) or requests a change in broker code or change in fees option/ share class in the Fund prior to the end of the period/ term for which the Distributor has been paid an upfront Fees, then excess amount paid shall be returned by the Distributor to the Company within 30 Days of receipt of notice for the same sent by the Company.

In case a Client redeems its units (partially or fully) in the Fund during the term of the Fund or otherwise exits the Fund involuntarily, then any exit load chargeable will be credited to the Company. Any deficit arising out of Distribution Fees already advanced to the Distributor in respect of such Clients exited and the exit load so received, will be clawed back from the Distributor.

## 7. INDEMNITY

### 7.1 Indemnification by Distributor

The Distributor hereby indemnifies and holds harmless Company and its affiliates, directors, officers and employees (each an "Indemnified Party"), from and against any and all direct and actual losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon,

- i) any untrue statement, or misrepresentation of a material fact by the Distributor relating to the obligations undertaken by the Distributor under this Agreement.



- ii) any unauthorized, misleading, false or inaccurate information, literature or material representation relating to the scheme/ product which are made/ issued/ given to the Prospective Investor by Distributor or its any of its employees, agents, representatives or sub-distributors under this Agreement.
- iii) arising out of or based upon the omission or alleged omission to state a material fact required to be stated by the Distributor or any of its employees, agents, representatives or sub-distributors relating to the obligations undertaken by the Distributor under this Agreement,
- iv) any non-performance or breach of the obligations of the Distributor or any of its employees, agents, representatives or sub-distributors as herein contained in this Agreement or of any fraudulent, improper, incorrect, wrongful or negligent act of commission and omission by Distributor or any of its employees, agents, representatives or sub-distributors. , and agrees to reimburse each such Indemnified Party, as incurred, any legal or other expenses reasonably incurred by them in connection with defending any such loss, claim, damage, liability or action.
- v) 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. 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, infectious diseases which are epidemic or pandemic in nature, 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 the Company shall have the right to terminate this Agreement if the said event continues for more than 30 days by giving written notice in this regard and this Agreement shall be deemed to be terminated from the date of issue of the said notice by the Company.

## 9. NOTICE

Any notice, communication or documents to be given by a Party to the other Party in writing may be given by personal delivery, courier, and registered post at the address hereinbelow mentioned. The notice shall be deemed to have been served upon the Party to whom it is given, if delivered by hand, upon delivery, if given by post on expiration of three days of postage and if given by fax upon acknowledged transmission thereof. Further the Parties agree that the notice shall be served on the person specified herein by both the Parties as the designated person.

### Notice to Company

Designated person: Tarun Khurana

Address: Edelweiss House, Off. C.S.T. Road, Kalina, Mumbai-400 098

### Notice to the Distributor

Designated person:

Address:

Changes in the designated person are to be communicated by the authorised person of the Party desirous of changing its designated person to the other Party.

## 10. INTELLECTUAL PROPERTY

- 10.1 The Distributor hereby agrees that it shall not use Company brand name, logo or trademark in any manner or for any reason without taking prior written approval of Company. This written approval shall not be considered as one time approval during the Term for the provision of Services under this Agreement. This approval shall be temporary and limited only for that particular usage and any further use of any logo, trademark or name shall require fresh written approval from Company.
- 10.2 Each of the Parties does not under this Agreement or as a result of the provision of the Services:
  - (i) assign any Intellectual Property Right of that Party to the other Party; or
  - (ii) grant any license to the other Party in respect of any Intellectual Property Right of that Party.
- 10.3 All Intellectual Property of each Party hereto shall remain in the Party's respective.
- 10.4 Neither Party shall be entitled to use the Intellectual Property of the other Party in any medium or document without the prior written consent of the other Party.

## 11. WAIVER

No failure or delay on the part of either Party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any failure or delay in exercise of such power, right or privilege preclude the other from further exercise thereof. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

## 12. JURISDICTION

This Agreement shall be construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai only.

### 13. CONFIDENTIALITY

- 13.1 The Parties will, both during the Term 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").
- 13.2 The Parties irrevocably agree and undertake to ensure that they shall keep the same as secret and confidential and that they shall not disclose the same, in whole or in part to any person without the prior written permission of the other Party nor shall use or allow to be used any information, other than as may be necessary for the due performance of their obligations hereunder. The confidentiality obligations shall not apply to (i) information in the public domain, or (ii) information that is received by a Party from a third person without breach of a confidentiality obligation by such third person, or (iii) disclosure of any information by a Party under any applicable law, rule, regulation or to a judicial, regulatory, quasi-judicial, administrative or governmental body or authority;
- 13.3 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. In any event, the said Party may disclose only that portion of the Confidential Information as is legally required, and shall inform the relevant competent authority that the said Party holds such Confidential Information under an obligation of confidentiality.
- 13.4 The Parties agree to
- i) Take all necessary action to protect the Confidential Information against misuse, loss, destruction, deletion and/or alteration.
  - ii) Not to misuse or permit misuse directly or indirectly, commercially exploit the confidential information for economic or other benefit.
  - iii) Not to make or retain any copies or record of any Confidential Information submitted by either of the Parties other than as may be required for the performance of the obligations under this Agreement.
  - iv) Notify the other Party promptly of any unauthorized or improper use or disclosure of the confidential information.
  - v) Return all the Confidential Information that is in the custody of the other Party upon termination/expiry of this Agreement.
- 13.5 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.
- 13.6 The provisions of this Clause 13 shall survive termination or expiry of this Agreement.

### 14. TERM AND TERMINATION

- 14.1 This Agreement shall remain in force from the Effective Date and shall continue to remain in force for a period of 10 years from the Effective Date unless terminated earlier under the provisions mentioned herein below. This Agreement can be renewed for further period and upon such terms and conditions as may be mutually decided by both the parties by a written agreement.
- 14.2 This Agreement shall, at the option of either Party, without assigning any reason, be terminated by that Party by giving to the other Party at least 30 days' advance notice in writing in that behalf during which period this Agreement shall be subsisting. Both Parties shall complete their outstanding contractual obligations entered into prior to termination even if not fulfilled within 30 days from the date of termination. The Distributor shall not be entitled to any commission for any transaction(s) after the termination of this Agreement.
- 14.3 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 petition for winding up of either Party is admitted by a High Court;
  - b) either Party goes into liquidation as declared by a Court of competent jurisdiction or a distress, attachment or enforcement of a substantial portion of the assets of a Party is levied or a Receiver is appointed in respect of the assets of either Party; or
  - c) This Agreement becomes unenforceable by a change in law or interpretation of the provisions of an existing law.
- 14.4 Upon termination of this Agreement, any 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 by 30 days' advance notice, such obligations and liabilities shall continue to be performed and discharged by the Parties in accordance with the provisions of this Agreement up to the date on which such notice of termination expires.
- 14.5 Any terms, rights or obligations intended by their nature to survive termination of this Agreement, shall so survive.

### 15. CHANGES/AMENDMENTS

No modification or amendment of this Agreement hereto shall be binding unless made specifically in writing, by the mutual consent of the Parties.

## 16. ARBITRATION

In the event of disputes, differences, claims and questions between the Parties hereto arising out of this Agreement or in any way relating hereto or any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of fifteen (15) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to the arbitration of three arbitrators, one to be appointed by the Company and the other by the Distributor and such arbitrators shall jointly appoint a presiding Arbitrator before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. The arbitration proceedings shall be held in Mumbai and conducted in the English language. The Courts in Mumbai alone shall have jurisdiction over such arbitration proceedings. The award of the Arbitrator shall be final, conclusive and binding upon the Parties hereto. Such an award shall be filed in any competent Court in Mumbai. Each Party will bear the expenses/ costs incurred by it in appointing the arbitrator and for the arbitration proceedings. However, all costs payable to the Arbitrator will be borne equally by both the Parties.

## 17. ASSIGNMENT

Neither Party shall be entitled to assign any of its rights and obligations under this Agreement without the prior written consent of the other Party. Provided however that Company may at its sole discretion assign its rights and /or obligations under this Agreement to its Affiliates by giving prior written intimation to the Distributor.

## 18. 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.

## 19. COUNTERPARTS

This Agreement may be executed in more than one counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.

## 20. SEVERABILITY

If any portion of this Agreement shall be declared invalid by order, decree or judgement of a court of competent jurisdiction, this Agreement shall be construed as if such portion had not been inserted herein, except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

## 21. ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior understandings and representations between the Parties with respect to the matters contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written, in two counterparts, one such counterpart to be retained by Company and the other by the Distributor.

	For Edelweiss Financial Services Limited	For
Authorized Signatory		
Name of Signatory		
Witness Signature		
Name of Witness		
Date/ Place		