

Distributor Empanelment Agreement
(for offline/online/paperless distribution)

THIS AGREEMENT is entered into by the parties on _____

BETWEEN

PPFAS Asset Management Private Limited (CIN: U65100MH2011PTC220623) (Investment Manager to PPFAS Mutual Fund ("PPFAS MF")) a company incorporated under the Companies Act, 1956, having its registered office at 81/82, 8th Floor, Sakhar Bhavan, Ramnath Goenka Marg, 230, Nariman Point, Mumbai - 400 021 (hereinafter referred to as "PPFAS AMC/AMC") which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors, executors, administrators, legal representatives and permitted assigns) of the **FIRST PART.**

AND

The Individual/Entity, details of which are mentioned in the empanelment form (hereinafter referred to as "Distributor", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors' executors, administrators, legal representatives and permitted assigns) of the **SECOND PART;**

Distributor and PPFAS AMC are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS with effect from the effective date mentioned above and subject to the terms and conditions mentioned in this Agreement, PPFAS AMC has agreed to empanel the Distributor as PPFAS AMC's distributor for distribution and procuring subscriptions for various schemes launched by PPFAS MF from time to time (hereinafter referred to as "the Business") either through offline distribution or through an online platform/Portal of the Distributor.

This Agreement states the rights and obligations and governs the relationship between PPFAS Asset Management Private Limited (investment manager to PPFAS Mutual Fund) and Distributor. PPFAS Mutual Fund is a SEBI-registered Mutual Fund.

Parties to this agreement undertake to protect the interest of investor/s at all the time.

It is explicitly agreed and understood between the Parties that notwithstanding anything contained in this Agreement, the prevailing Regulations/ guidelines and the relevant Scheme's SID shall govern this arrangement for distribution to the investors.

OBLIGATIONS OF THE DISTRIBUTOR:

1. Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective scheme(s) launched by PPFAS AMC on behalf of PPFAS MF.
2. The Distributor and its employees or representatives who are involved in the distribution of the units of the schemes of PPFAS MF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the necessary National Institute of Securities Markets (NISM) Certification Test and obtained an Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that its employees quote the EUIN in the Application Form for investments. Further, the distributor will provide EUIN details or state "execution only transaction" in the transaction form.
3. The Distributors shall mention the ARN code and EUIN code in each of the applications handled by them and all the related correspondence.
4. The Distributor shall ensure that his/its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals/registrations/certifications as may be required by law/regulations to perform its obligations hereunder during the term of empanelment and that they have not and shall not violate/breach any of the terms and conditions subject to which such approvals/registrations/certifications have been granted.
5. The Distributor agrees to comply with the provisions of Securities and Exchange Board of India ('SEBI')/AMFI Circulars including but not limited to SEBI Circular No. Cir/IMD/DF/5/2010 dated June 24, 2010 with regard to holding of valid certificate issued by AMFI/NISM, SEBI Circular No. SEB/IMD/CIR No. 4/168230/09 dated June 30, 2009 with regard to disclosure of all types of commission payment to them for different competing schemes from various mutual funds, SEBI/IMD/CIR No. 174648/2009 dated August 27, 2009 regarding Code of Conduct, SEBI circular Cir/IMD/DF/13/2011 dated August 22, 2011 and AMFI circular No. 79/ARN/03/11-12 dated 13.09.2011 etc.

and any amendments made thereof vide any notifications/circulars/ guidelines issued in this respect from time to time.

6. The Distributor and his/its employees who will be involved in distribution of units of the schemes of PPFAS MF must carry out such directions and instructions as may be issued by PPFAS AMC from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.
7. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributor and its Employees including Sub-Distributors and representatives.
8. The Distributor must carefully read and understand the Scheme Information Document ('SID') and the Key Information Memorandum ('KIM') of the scheme(s) of PPFAS MF and Statement of Additional Information ('SAI') and explain to the investors, the investment objectives, features of the schemes and risks associated therein. The Distributor must not make any representation concerning PPFAS MF or any scheme of PPFAS MF except those contained in the relevant SID, SAI, KIM and/or the marketing material issued by PPFAS AMC.
9. While recommending any Scheme to an investor, the Distributor shall disclose to such investor all the commissions (in the form of trail commission, transaction charges or any other mode) payable to him for different competing schemes of various mutual funds.
10. The Distributor shall use only the latest SID, SAI, KIM and marketing material as is provided to him/it by PPFAS AMC and the Distributor shall not design his/its own marketing material in respect of any scheme of PPFAS MF unless he/it has obtained prior written approval of PPFAS AMC for the same.
11. The purchase of Mutual Fund Units offered by PPFAS AMC should be at the Investors' risk and his own independent judgment and without the distributor guaranteeing any assured return. In case distributor or any of its directors, employees, associates, agents, sub-Distributors appointed by the distributor guaranteeing any assured return, PPFAS AMC shall not be liable in any manner for such assurances or guarantees.
12. The Distributor shall at all times conduct himself/itself with propriety and decorum and in a manner which is not prejudicial to the interest of PPFAS AMC/PPFAS MF.
13. The Distributor must not use any malpractice and/or unethical means to sell, distribute market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of PPFAS MF.
14. The Distributor shall, at all times, comply with and adhere to the code of conduct for Distributors prescribed by AMFI, including any amendments thereto from time to time.
15. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines/circulars issued by SEBI/AMFI from time to time pertaining to mutual funds with specific focus on regulations/guidelines on advertisements, sales literature and code of conduct.
16. The Distributor is not permitted to accept/receive cash towards investment in units of any scheme of PPFAS MF or otherwise on behalf of PPFAS AMC and all subscriptions procured by the Distributor shall only be accepted by means of Account Payee cheques, pay orders or demand drafts. The Distributor shall not, on behalf of PPFAS AMC, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of PPFAS MF.
17. The Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act (PMLA), 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor will ensure proper verification of identity of Clients/investors. The Distributor agrees that PPFAS AMC reserves the right to call for any documents pertaining to the Distributors; clients that may be required by it for furnishing to any authority or a Government Agency like FIU, SEBI, RBI or its auditors in line with PMLA. The Distributor agrees to assist PPFAS AMC in procuring and verifying all relevant information and documents pertaining to the client, as per the requirements communicated by PPFAS AMC from time to time, to comply with the PMLA and other related requirements stipulated by any statutory authority.
18. The Distributor shall, pursuant to the SEBI Circular No. SEBI/IMD/CIR No.12/186868/2009 dated 11th December, 2009 and the Process Note issued by AMFI by its letter No.35P/MEM-COR/7/09-10 dated 28th January, 2010, forward/submit to PPFAS AMC/its Registrar & Transfer Agent ("RTA") transaction/customer related documents including electronic logs (in case of online distribution) within such timelines as specified by SEBI/AMFI prior to investment by the customer in any Schemes of the Fund. The Distributor also agrees to comply with any changes or modifications as may be advised by SEBI/AMFI and/or such other body from time to time in this regard. The Distributor hereby acknowledges that the transactions without support of the documents set out in the said circular/process note are liable to be rejected.
19. The Distributor agrees to comply with the requirements specified by SEBI regarding classification of transactions as 'Advisory' or 'Execution only' apart from complying with SEBI (Investment Advisers) Regulations, 2013, if applicable.
20. Distributor has to abide with SEBI circular number Cir/ IMD/ DF/13/ 2011 dated August 22, 2011 in particular with following provisions:
 - (a) If applicable, the distributor will give full co-operation to AMC to carry out the necessary due diligence to satisfy the fit and proper criteria as mandated in the said circular

- (b) The Distributor shall ensure that at any given point of time, the following processes are delinked from sales and relationship management processes and personnel:
- (i) Customer risk / investment objective evaluation
 - (ii) Mutual Fund scheme evaluation and defining its appropriateness to various customer risk categories
 - (iii) In this respect, customer relationship and transaction shall be categorized only in two categories i.e. Advisory and Execution.

Categorize customer transaction in below mention category only:

- (a) **Advisory:** Where the Distributor represents to offer advice while distributing the product/scheme, it will be subject to the principle of 'appropriateness' of products to that customer category. 'Appropriateness' is defined as selling only that product categorization that is identified as best suited for investors within a defined upper ceiling of risk appetite.
- (b) **Execution Only:** Where the transactions are not booked as 'advisory', it shall be categorized as 'Execution Only' and the following need to be followed:
 - i. The distributor has information to believe that the transaction is not appropriate for the customer, a written communication be made to the investor regarding the unsuitability of the product and such communication shall have to be duly acknowledged and accepted by investor.
 - ii. A customer confirmation to the effect that the transaction is 'execution only' notwithstanding the advice of inappropriateness from that distributor be obtained prior to execution of the transaction.
 - iii. That on all such 'execution only' transaction, the customer is not required to pay the distributor anything other than the standard flat transaction charge as per the Scheme Information Document of the Fund.
- (c) Pursuant to SEBI's letter no. SEBI/H0/1MD/IMD-SEC-1/P/OW/2023/0000016783/1 dated April 26, 2023 and AMFI communication 35P/ MEM-COR/ 11 / 2023-24 dated May 01, 2023 on 'ease of exit' to the investors, you are hereby advised to promptly upload/ share all the relevant transaction feed/information including the SIP cancellation/pause details to RTAs/AMCs for updation of records maintained at RTA/AMC. Failure to submit these details may impose penal actions like prosecution or disciplinary action, penalty as may be agreed by the parties to secure the best interest of the unitholders/investors.

21. The Distributor shall ensure that its compliance and risk management functions shall include review of defined management processes for:

- The criteria to be used in review of products and the periodicity of such review.
- The factors to be included in determining the risk appetite of the customer and the investment categorization and periodicity of such review.
- Review of transactions, exceptions identification, escalation and resolution process by internal audit.
- Recruitment, training, certification and performance review of all personnel engaged in this business.
- Customer on boarding and relationship management process, servicing standards, enquiry/grievance handling mechanism.
- Internal/external audit processes, their comments/observations as it relates to MF distribution business.
- Findings of ongoing review from sample survey of investors

22. ¹The Distributor may facilitate distribution of PPFAS MF Schemes through its **online platform/portal**, with or without opting for 'paperless transactions', to its customers subject to the following:

- (i) The Distributor shall inform PPFAS AMC by written communication at least 15 working days prior to commencing online distribution to enable PPFAS AMC to make appropriate/requisite arrangements for exchange of transaction details and other records between its RTA and the Distributor.
Any online transactions forwarded by the Distributor without prior intimation as mentioned above will not be accepted and PPFAS AMC/PPFAS MF, its officers or representatives shall not be liable for any dispute/loss caused to the investor arising out of such rejection of transaction.
- (ii) It shall be the sole responsibility of the Distributor to procure and submit to PPFAS AMC/its RTA all necessary documents and transaction details including electronic log feeds of the Investors.

¹ **Note:** Clause 22 is not applicable for Offline Distribution.

- (iii) The Distributor shall be solely responsible for carrying-out the mandatory CKYC (Central Know Your Client) process.
- (iv) The Distributor shall at all times be responsible and/or liable for maintenance, safe-keeping and confidentiality of the investors' data.

- (v) The Distributor shall keep the said Online Portal updated with the Scheme related information and shall ensure that the same is in line with regulatory mandates, industry practices and/or instructions of PPFAS AMC by means of Circular/Notice.
 - (vi) The Distributor, for the purpose of providing its services under this Agreement, shall, at all times during the term of this Agreement, comply with Information Technology Act and applicable rules & regulation and shall maintain such resources and transmission infrastructure and equipment as are reasonably necessary to maintain a high standard of transmission of data in terms of timing, quality, reliability, authenticity, integrity and content.
 - (vii) The Distributor confirms that it has requisite and robust system in place to ensure that the funds remitted towards subscription to the units of the Scheme of the Mutual Fund, is made from the verified Bank Account of the First Unit holder/Joint Bank Account in which applicant is one of the holder and registered with the Investor's Folio. No third party payments will be permitted and if PPFAS AMC becomes aware of the same, the said transaction shall be at the sole discretion of PPFAS AMC subject to rejection. The Redemption payments and the Dividend pay-outs shall be credited directly into the bank accounts of the Investors.
 - (viii) The Distributor shall ensure adequate security, alerting and monitoring of its online platform/portal at all points in time. The Distributor shall advise PPFAS AMC/RTA in case any significant alerts, security breaches or other incidents including a significant attack on the Website having the effect of disrupting the service provided under this Agreement are detected.
 - (ix) The Distributor confirms that it has robust IT security and controls in place to protect its Clients confidentiality including controls as required under IT (Reasonable Security Practices & Procedures and sensitive personal data of information) Rules, 2011 as amended from time to time. Pursuant to SEBI Circular on Cyber Security and Cyber Resilience framework for Mutual Funds / Asset Management Companies (AMCs) dated January 10, 2019, AMC needs to encourage its third-party service providers, RTAs, Custodians, Brokers, Distributors etc. to have similar standards of Information Security. Thus, the Distributor hereby agrees to ensure that they will have adequate standards of Information Security mentioned in the Circular.
 - (x) The Distributor shall at all times use reasonable endeavours to ensure that system/platform is/will not be contaminated by any Harmful Code and will, in the event of any Harmful Code being detected or suspected, notify PPFAS AMC as soon as possible and make reasonable efforts to ensure that such Harmful Code is removed. Further, the Entity in the event of interruption of any service or loss of use and/or access to the Online Mode shall restore the service and/or access to the Online platform/portal within the earliest possible time.
"Harmful Code" means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user. This definition includes but is not limited to self-propagating programming instructions commonly called viruses or worms.
 - (xi) The Distributor shall ensure that IT logs of the Investor including the consents given electronically by the Investor are captured for all electronic transactions and stored as a record. All transactions provided by the Distributor to the RTA should be accompanied with the IP address of the Investor for the transaction.
The Distributor shall retain these records in electronic form in such a manner that:
 - a) the information contained therein remains accessible so as to be usable for subsequent reference;
 - b) the electronic record is retained in the format in which it was originally generated, sent or received or in a format which can be demonstrated to represent accurately the information originally generated, sent or received;
 - c) the details which will facilitate the identification of the origin, destination, date and time of dispatch or receipt of such electronic record are available in the electronic record.
23. The Distributor shall communicate to PPFAS AMC and/or the RTA all requests for changes in a bank account, bank branch, nomination, dividend reinvestment status, etc., in respect of any folio along with physical copy of the logs of the request and relevant supporting documents received from the investor within 2 working days of its receipt. PPFAS AMC/the RTA shall act on all valid requests in accordance with the Regulations and terms of the Offer Document(s) of the Scheme(s). All non-financial transactions/requests shall be in the form of physical records.
24. The Distributor agrees to comply with the process as may be prescribed/changed or modified by the RTA for execution of transactions covered herein.
25. The Distributor shall be responsible for providing the foreign inward remittance certificate or the certificate evidencing the subscription by way of debit to the NRE/FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by PPFAS MF from such investor.
26. The Distributor agrees not to distribute the products of PPFAS AMC to such investors who are either banned from investing in India or prohibited by SEBI or from countries which are under call for action as per FATF High Risk Jurisdictions.
27. The Distributor shall not in any way pledge or create/have any lien or charge on the assets of the PPFAS AMC, PPFAS MF, the trustees of PPFAS MF or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.

28. PPFAS AMC may call upon the Distributor to furnish any information or statistics including but not limited to his business with respect to other mutual fund(s).
29. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of PPFAS AMC/PPFAS MF (or any things identical thereto) in any manner whatsoever, except as permitted by PPFAS AMC.
30. The Distributor shall do all acts, deeds and things necessary on behalf of the PPFAS MF/PPFAS AMC to enhance the investors' confidence and interest in the PPFAS MF and ensure that the interests and reputation of the PPFAS MF/PPFAS AMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the PPFAS MF/PPFAS AMC.
31. The Distributor shall be solely responsible for resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake not directly attributable to the PPFAS AMC and shall provide complete assistance to PPFAS AMC for redressal of complaints.
32. PPFAS AMC shall from time to time publish notices, addendums and may make available to the Distributor any other documents as may be related to the schemes of PPFAS MF. The Distributor undertakes to: (a) properly display such documents in its places of business; (b) provide legible hard copies of such documents to investors/potential investors of PPFAS MF.

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

33. The Commission and the periodicity of its payments for each scheme of PPFAS MF will be decided by PPFAS AMC at its discretion. However, the commission structure shall be in compliance with the AMFI/SEBI Regulations. Further, PPFAS AMC has the right to revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive commission based on the amounts mobilised by such Distributor under each scheme of the PPFAS MF subject to such other terms and conditions as may be applicable.
34. PPFAS AMC reserves the right to withhold the commission or any other amount payable to the distributor, pending submission of the declarations/documents/forms or any other information as may be required by the PPFAS AMC.
35. The Distributor shall not have any right or claim against the PPFAS MF/PPFAS AMC for any loss, actual or notional, incurred by it due to any revision made by the PPFAS AMC in commission or any change of terms and conditions of distribution.
36. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, PPFAS AMC/PPFAS MF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor. The Distributor also agrees to the clawback, if applicable, as contemplated in SEBI circular no. CIR/IMD/D1F/21/2012 dated September 13, 2012 and AMFI communication No. 35P/MEM-COR/38/2012-13 dated January 22, 2013.
37. The commission/brokerage payable by PPFAS AMC in respect of the distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure notified by PPFAS AMC from time to time and will be inclusive of all taxes, cesses, charges and levies.

INDEMNITY:

38. The Distributor hereby declares and covenants to defend, indemnify and hold the trustees of PPFAS MF, PPFAS AMC and its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:
 - (a) Any breach of terms, covenants and conditions or other provisions hereof, or any SID(s)/SAI or any actions or omissions thereunder;
 - (b) Any failure to comply with applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
 - (c) The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and/or by the Distributor or its representatives, employees, directors, agents, representatives; and
 - (d) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.
 - (e) Fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
 - (f) Willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
 - (g) Breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives;

TERM AND TERMINATION:

39. The empanelment of the Distributor shall continue to remain in full force and effect unless terminated by PPFAS AMC or the Distributor, in accordance with the provisions contained herein. PPFAS AMC shall be entitled to terminate the engagement of the Distributor forthwith, if:
- (a) the Distributor is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - (b) it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against PPFAS AMC/PPFAS MF or any unit holder of PPFAS MF.
 - (c) any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.
 - (d) the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of PPFAS AMC/PPFAS MF;
 - (e) the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.
 - (f) the Distributor remains inactive in business with PPFAS AMC for a considerable period of time. PPFAS MF also reserves the right to suspend brokerage under such circumstances.
40. Further, PPFAS AMC shall have the right to terminate the empanelment of the Distributor, without any cause or assigning any reason, at any time by giving 30 (thirty) days' notice to the Distributor. The Distributor may also terminate his engagement with PPFAS AMC at any time by giving a 30 (thirty) days' notice to PPFAS AMC.
41. The empanelment of Distributor shall stand automatically terminated, without notice from PPFAS AMC, upon disqualification or withdrawal of necessary authorisation(s)/permissions applicable to the Distributor.
42. Upon termination, the distributor shall forthwith return to PPFAS AMC all documents, papers and material pertaining to and/or belonging to PPFAS AMC/PPFAS MF.

CONFIDENTIALITY:

43. a. Confidential Information shall mean all information disclosed to the Parties under this Agreement including but not limited to the details of the investors. The Party receiving the information shall be the "Recipient Party" and the party disclosing the information shall be the "Disclosing Party". However, the Parties agree that the information which becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's agents (in the case of distributors, including the sub-distributors), employees or representatives; or Information which was previously known to the recipient Party prior to receipt from the disclosing Party; or Information that is developed independently by the recipient Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the disclosing Party; or Information which is disclosed to regulatory authority; or Information which is disclosed pursuant to the requirement or request of a Governmental Agency or a court of competent jurisdiction shall not be considered Confidential Information.
- b. Each Party further acknowledges and agrees to protect Confidential Information with the same standard of care that the disclosing Party uses in protecting its own Confidential Information. Parties hereto shall disclose Confidential Information or permit disclosure of Confidential Information to its employees or agents or Service Provider only on NEED TO KNOW basis.
- c. Information Technology Act and rules thereunder: Definition: 'Personal information and Sensitive Personal Data or Information' shall have the meaning assigned to them by the Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as amended from time to time (hereinafter "the said Act & Rules"). Sharing, Collecting & Preserving of sensitive personal data and information: The Distributors and PPFAS AMC mutually agree that they shall keep the Personal Information and/or Sensitive Personal information that is collected from the investors and/or unit holders as strictly confidential and would make use of the same only for the purpose for which it has been authorised. The Parties further agree that the recipient party shall ensure the same level of data protection as has been provided for in the said Act & Rules. That the Parties hereby confirm that they have the authority to collect and transfer the above referred Personal Information and/or Sensitive Personal Data or Information, as per the Privacy Policy.
- d. The covenants of confidentiality set forth herein shall survive and continue and be maintained from the date hereof even after the termination of this Agreement.

AMENDMENT:

44. Either Parties shall have the right to change, alter, amend, add to and/or delete any of the terms and conditions of this Agreement with mutual consent.

NOTICE:

45. Any notice or other communication in connection with this Agreement shall be in writing and shall be addressed to PPFAS AMC 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.

SUSPICIOUS TRANSACTION REPORTING:

46. a. Distributor understands that PPFAS AMC has statutory obligation under the PMLA Act and rules framed thereunder to make suspicious transaction reporting to Financial Intelligence Unit – India, Ministry of Finance and Government of India on monthly basis. The Distributor agrees to assist PPFAS AMC in all respect for the said suspicious transaction reporting.
- b. Without harming the generality of clause 44.a the Distributor –
- c. Shall keep at all time such process in place so as to ensure that all information including the nature of business and financial status of all the customer/client is obtained in all cases
- d. Shall promptly analyze queries raised by PPFAS AMC regarding suspicious transaction, carefully by using KYC information and conducting enhanced level of due diligence wherever required without the concerned customer being tipped off of such queries
- e. If applicable shall appoint a money laundering reporting officer within its organization.
- f. Shall carry out appropriate and adequate identification checks on all its client.
- g. Shall carry out appropriate identification checks on all underlying shareholders/investors where the distributor's client holds an account other than a personal account.
- h. Shall carry out regular screening in relation to investors in accordance with the EU or UN sanctions list.
- i. Shall have sufficient procedures to detect suspicious activity.
47. The Distributor shall not be entitled to assign, transfer, charge or in any manner make or create any third party right or interest in this Agreement or the Distributor's obligations, liabilities, benefits or rights. The Distributor will not have any lien or charge on the properties of PPFAS AMC/Trustee/Fund in its possession for the service charges payable to the Distributor for distributing Units of the Fund.
48. The Distributor shall not directly or indirectly rebate/share any of its brokerage /fees or pay any commission or other amount or any gift to any investor.
49. The Distributor (individual) should avail nomination facility and nominate any person to whom in case of death the amount payable in respect of the commission pertaining to the units canvassed by the Distributor shall vest and to whom such amount shall then be payable.

ACTS OF COMMISSION AND OMISSION:

50. a. At the time of termination of this Agreement the Distributor shall hand over all pending applications, necessary papers, forms, applications, payment instruments, documents, etc. to PPFAS AMC and give PPFAS AMC full co-operation and information to ensure and assist in the smooth transfer of all such pending applications to PPFAS AMC.
- b. PPFAS AMC shall neither be liable nor responsible in respect of any of the acts, deeds or things committed, omitted or performed by the Distributor nor shall PPFAS AMC be liable or responsible for any claims or actions arising as a result of any such acts, deeds or things.
- c. In the event of any successful application(s) not appearing in the allotment list supplied to PPFAS AMC or in the event of any successful application(s) appearing under a different PPFAS AMC Broker code number then the same shall be followed up by the Distributor directly with the concerned registrars to the Scheme, and PPFAS AMC shall assist the Distributor in following up the same.
- d. Within 7 working days of the termination of this Agreement, or upon demand by PPFAS AMC at any time, the Distributor shall forthwith (and in any event within 3 working days of demand) deliver and/or cause to be delivered to PPFAS AMC all writings, material, information, forms, agreements, letters, customer communications, books, booklets, lists, reports, statements, property, instruments, training manuals, video tapes, copies, etc. and all other documents, writings and items of PPFAS AMC or relating to this Agreement or the services provided by the Distributor hereunder without claiming any lien, right of possession or retention or other right whatsoever in respect thereof.

APPOINTMENT OF SUB-DISTRIBUTOR:

51. a. The Distributor may appoint sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the necessary AMFI certified qualifications and must have completed Know Your Distributor (KYD) registration prescribed by AMFI vide its circular dated August 27, 2010, necessary approvals or licenses required to act in such capacity and the Distributor will be responsible for the acts of the sub-distributors.

- b. The Distributor shall in particular ensure that sub-distributors (and if the sub-distributor is a firm/company or any other artificial person then all its employees including temporary employees and trainees, agents, servants and representatives engaged in sales and marketing of Units of the Scheme) have obtained AMFI /NISM certification and EUIN as required by SEBI / AMFI and that such certificate is valid.
- c. 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 AMC, the said clauses shall be effective only after such approval is obtained by distributor from the AMC in writing.
- d. 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.
- e. The Distributor shall ensure that the sub-distributor (and if the sub-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 AMC.
- f. The Distributor agrees that there is prima facie no relationship between the AMC and the sub distributor(s) appointed by the Distributor. The AMC would only capture the sub distributor code appearing in the purchases, switches, if provided in the transaction feeds.
- g. The AMC 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.

WAIVER:

- 52. a. No failure or delay in exercising any right, power or privilege under this Agreement by PPFAS AMC shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
- b. No waiver by PPFAS AMC of any breach of any of the terms of this Agreement shall be effective unless such waiver is expressed in writing signed by PPFAS AMC; and the waiver by PPFAS AMC of breach of any of the terms of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

FORCE MAJEURE EVENT:

- 53. The Parties 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. 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, pandemic, civil commotion, strikes, riots, insurrection, war or acts of government.

MISCELLANEOUS:

- 54. Details of the distributor will be captured as per details available with Know Your Distributor (KYD)/Centralised Distributor Services Management System (CDMS)/AMFI (The Association of Mutual Funds in India), and in case of mismatch in the information provided by the Distributor and KYD/CDMS/AMFI records, PPFAS AMC reserves the right to reject the empanelment. The first source of updating information will be from AMFI Database.
- 55. The Distributor hereby specifically authorises PPFAS AMC to obtain KYD documents/records of the Distributor from KYD/CDMS/AMFI. If the PPFAS AMC is not able to obtain/Download such details from KYD/CDMS/AMFI or the Distributor is not KYD Compliant or if the records are not in verified status, then PPFAS AMC reserves the right to reject the empanelment or call for such records/ documents as may be required and the Distributor agrees to provide all such documents to PPFAS MF/PPFAS AMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.
- 56. PPFAS AMC reserves the sole right and discretion to change the status category of the Distributor.
- 57. The empanelment of the Distributor as a distributor of PPFAS MF products shall be on a non-exclusive basis. The relationship between PPFAS AMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between PPFAS AMC and the Distributor. The Distributor does not have an authority to assume or create any obligation or responsibility on behalf of PPFAS AMC or bind PPFAS AMC in any manner whatsoever. The Distributor also shall not, and shall not be entitled to, by written or oral act, omission, word or deed make any statement on behalf of PPFAS AMC or in any manner bind PPFAS AMC or hold out or represent that the Distributor is representing or acting as agent of PPFAS AMC. Save and except as may be expressly permitted by PPFAS AMC, the Distributor and its personnel shall not use the name and/or

trademark / logo of PPFAS AMC in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of PPFAS AMC.

58. In respect of all disputes arising under this engagement, the courts at Mumbai alone shall have jurisdiction, in accordance with the laws of India.
59. The statements and declarations made by the Distributor herein are the basis of his empanelment as a Distributor.
60. The empanelment of the Distributor as a distributor of PPFAS MF is subject to written confirmation from PPFAS AMC. The Distributor shall promptly provide on periodic written declaration/ confirmations along with supporting documents as required by PPFAS AMC to ensure compliance with all applicable laws/rules/regulations/guidelines/SEBI/AMFI circulars.
61. The Distributor shall not restrict the right of investor for changing the distributor, if the investor wishes to do so.
62. The Distributor understand/s that if he/they submit/s any Offline/physical transaction application to PPFAS AMC which require physical signature, such transaction will be processed by PPFAS AMC/ RTA only if the signature on the application matches with the signature as available with KYD/CDMS/AMFI records. The Distributor agree that any mismatch in signature would result in rejection of his/its request.
63. Overseas Distributors should get registered with AMFI and get a unique code. The Overseas Distributor hereby confirms that it shall comply with the extant laws, rules and regulations of jurisdictions where they carry out their operations in the capacity of distributors.
64. The Distributor shall provide such assistance as may be required by the investors/ Registrar/PPFAS AMC to redress complaints from investors/ unitholders.
65. The Distributor shall not withhold placing investor's orders for the Units so as to profit themselves as a result of such withholding.
66. Fund shall not accept any order which is placed on a conditional basis or subject to any delay or contingency prior to execution.
67. While selling mutual fund products of the Distributor's group/ affiliate/associates, the Distributor shall make disclosure to the customer regarding the conflict of interest arising from the Distributor selling of such products.
68. If any direct redemption/switch/transfer or any non – financial transaction request is given by the unit holder to the AMC/RTA, which could not be processed or there is delay in processing due to want of documentation from the Distributor, then the Distributor will be liable to compensate the AMC for all sum/amount/claims arising out of such delay/non provision of the documents.
69. The Distributor shall facilitate the unit holders/investor's unfettered and unrestricted access to the Mutual Fund/AMC and shall ensure that the unit holder's rights are not restricted in any manner.
70. In case the Distributor belongs to category of "New Cadre of Distributors" recognized by SEBI vide its circular dated September 13, 2012, it should ensure compliance of criteria's specified by AMFI for "New Cadre of Distributors" including obtaining of NISM certification. The Distributors belonging to New Cadre of Distributors should ensure that they solicit.
71. The Distributor further agrees to defend, indemnify and hold PPFAS AMC harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by Distributor that is contrary of the above acknowledged relationship or any other term thereof.
72. The Parties do hereby agree and accept to adhere, abide and follow all rules and regulations of the SEBI regarding discontinuation of usage of pool accounts for transactions in the units of Mutual Funds, Third Party Validation and Two Factor Authentication ('2FA') for redemption and other related requirements mentioned in the circular dated 31st March, 2022 bearing number SEBI/HO/IMD/IMD-I DOF5/P/CIR/2022/41.
73. The Parties do hereby agree and accept to adhere, abide and follow the rules and regulation of the SEBI regarding Two-Factor Authentication for transactions in units of Mutual Funds for subscription transaction in the units of Mutual Funds as well and other related requirements as mentioned in the circular dated September 30, 2022 bearing number SEBI/HO/IMD/IMD-IDOF1/P/CIR/2022/132.
74. Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of this Agreement or of any clause.

DISPUTE RESOLUTION

75. This agreement shall be governed according to the laws of India and each party shall submit to the jurisdiction of the Courts at Mumbai.

Any and all differences and disputes whatsoever arising between the parties concerning the interpretation or implementation of this arrangement or in relation to the subject matter contained in this agreement shall in first instance be resolved mutually between the parties and in the event of a non-resolution, the matter shall be referred to arbitration of three arbitrators, one to be appointed by the PPFAS AMC and the other by the distributor and such Arbitrators shall appoint an Presiding (umpire) before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof

for the time being in force and 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 Arbitration shall be final, conclusive and binding upon the Parties hereto as an award within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force.

Each party shall bear the expenses/ costs incurred by it in appointing an Arbitrator and for the Arbitration Proceedings. However, the cost of appointing the presiding Arbitrator will be borne equally by both the parties.

Notwithstanding the above both the parties are at liberty to resolve their disputes through competent Civil Courts at Mumbai.

SEVERABILITY

76. This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable, it shall not affect any other term or provision hereof, and this agreement shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein.

I/We have read the above-mentioned terms and conditions of Distributorship and accept the same consciously and with free will.

IN WITNESS whereof the parties hereto have executed this agreement (in duplicate) on the day, month and year first hereinabove appearing:

SIGNED and DELIVERED by

For and on behalf of **PPFAS Asset Management Private Limited**
Through the hands of its Authorised Signatory,

Mr./ Ms. _____

Designation:

in the presence of: -

1. _____

2. _____

SIGNED and DELIVERED by

For and on behalf of _____

Through the hands of _____

Mr./ Ms. _____

Designation:

in the presence of: -

1. _____

2. _____