



REFERRAL AGREEMENT

This Referral Agreement is executed on this ----- day of ----- 2022 at.....

Between

Kotak Securities Ltd, a company incorporated under the provision of the Companies Act, having its registered office at C 12, Bandra Kurla Complex Road, G Block, Bandra Kurla Complex, Bandra East, Mumbai- 400051, Maharashtra (hereinafter referred to as **"the Company"**, which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the **ONE PART**.

AND

_____, (hereinafter referred to as Direct Sales Associate (DSA) , which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and assigns), of the **OTHER PART**

The Parties to this Agreement are hereinafter individually referred to as **"Party"** and collectively as **"Parties"**.

WHEREAS, the Company is engaged in the business of inter-alia providing share broking services to its large client base, thereby providing a platform for share trading to its customers and is registered as an intermediary with SEBI and is a member of NSE, BSE etc.

WHEREAS, DSA desires to introduce certain individuals/entities who are desirous of becoming clients of the Company and refer and forward potential customers to the Company for its business of providing financial services, distribution of financial products and other related services.

WHEREAS, the Company desires to authorize and appoint the DSA to refer and forward to the Company potential customers for its financial services and distribution of financial product business, subject to the terms and conditions of this Agreement.

IN CONSIDERATION OF the mutual promises and covenants hereinafter contained and other good and valuable consideration, the receipt of which is hereby acknowledged the parties here to agree as follows:

1. SERVICES

- a) Subject to the terms and conditions of the Agreement, the DSA may from time to time refer potential customers ("Potential Customers") to the Company and perform additional services as mentioned in SCHEDULE A.
- b) The Company, at its sole discretion, shall have the option to enter into, or decline to enter into, an agreement with any Potential Customers. In the event the Company declines, for any reason, to enter into an agreement with any Potential Customer, the Company shall have no obligation to the DSA under this Agreement or otherwise with respect to such Potential Customer.

2. CONSIDERATION

- a) In consideration of the provision of the services provided by the DSA in accordance with the terms and conditions of this Agreement, the Company will pay the DSA, the referral fee as set forth in **SCHEDULE -A ("The Referral Fees")**. Except as otherwise expressly stated in this Schedule A, the Company will not pay the DSA any additional fees for the Services and other obligations of the DSA hereunder.
- b) The DSA shall submit an invoice to the Company for the Referral Fees as per the rates agreed between the Parties.
- c) All payments shall be made to the DSA on production of valid invoice within the period of thirty (30) days after making statutory deductions, if any.
- d) Any revision to the Referral Fees shall be subject to mutual consent of the Parties, in writing only, through agreed mode of communications.

3. CONFIDENTIALITY

- 1. The DSA will 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 Company's businesses, products, investments or other strategy or holdings, and information obtained through Company with regard to confidential data which the Company may share with the other Party for the purposes of this Agreement as "**Confidential Information**"). The DSA further undertakes to utilize such Confidential Information only for rendering the Services hereunder and not for any other purpose, which may prove detrimental to the interest of the Company and/ or the Potential Investors.

2. Except in accordance with the provisions hereof the DSA will not disclose or permit the disclosure of any Confidential Information to any third party without Company'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 DSA's of the terms of this Agreement, (ii) is received by DSA 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 the DSA.
3. The DSA shall not share the client's/prospective investor's confidential information provided by the Company, with any third party. . However, such information shall be shared by the DSA with its employees only on need to know basis for performing the obligations under this Agreement. The DSA shall ensure that any third party DSAs shall also be bound by the confidentiality obligations.
4. The DSA 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, or regulatory authority, a **"Governmental Requirement"**).
5. If the DSA is advised that a disclosure is a Governmental Requirement, the DSA agrees to consult with the Company prior to making such disclosure, to the extent permissible, i.e., unless such action on the part of the DSA would violate or conflict with Applicable Law, so that the Company may seek an appropriate protective order, if it so desires, within the time stipulated to the DSA to make disclosure. In any event, the DSA may disclose only that portion of the Confidential Information as is legally required, and shall inform the relevant competent authority that the DSA holds such Confidential Information under an obligation of confidentiality.
6. The provisions of this Clause 3 shall survive termination or expiry of this Agreement.

4. TERMS & TERMINATION

- a) This Agreement shall come into force on the date of signing of this agreement (**"Effective Date"**) and shall continue till 3 **years** from the effective date (**"Term"**) unless terminated at an earlier date in accordance with the provisions of this Agreement or unless extended in accordance with the terms of this Agreement.
- b) Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other Party without assigning any reasons.
- c) Notwithstanding anything contained herein below, either Party at its sole discretion may terminate this Agreement immediately and without giving any written notice to other Party on occurrence of one or more of the following event:
 - i. Breach of any of the terms of this Agreement;

- ii. Failure by the Parties to act or omitting to act or perform any of the obligations required to be performed or agreed to be performed by it;
- iii. Any representations of either Party being proved erroneous or incorrect;
- d) All the outstanding bills for the services rendered, prior to the date of termination shall become due and payable and Company agrees to clear all the outstanding payments prior to the closure of this Agreement.
- e) Parties understand and hereby agree that this Agreement has been executed as per the laws and regulations on the date of execution. In case of any change in prevailing laws including but not limited to regulatory environment, this Agreement will be terminated or modified/amended after mutual discussion between the Parties.

5. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other Party that in respect of itself:

- a) It is fully qualified and empowered to its own assets and to carry on its business.
- b) It has full power to enter into and exercise its rights and perform its obligations under this Agreement.
- c) All acts, conditions, authorizations, consents, approvals and other things required in order to: -
 - i. Enable it lawfully to enter into and exercise its rights and perform its obligations under this Agreement;
 - ii. Authorize the execution, delivery and performance of this Agreement;
 - iii. Ensure that the obligations expressed to be assumed by it in this Agreement are lawful and binding and have been duly done, fulfilled, obtained and performed and are in full force and effect.
- d) The DSA agrees not to circulate/use/ print any marketing material, literature or any such other documents in connection with the sale, marketing and distribution of the units of Scheme in terms of the Services rendered to the Company hereto, unless such material is pre-approved by the Company in writing.
- e) The DSA abide by all the applicable circulars/notifications/guidelines issued by SEBI, RBI or any regulatory body from time to time in respect of this Agreement.

6. NON-EXCLUSIVITY

- a) It is understood that the DSA is acting as a referrer only and shall have no authority to enter into agreements, obligations or commitments on Company's behalf, or to negotiate the terms of Potential Customers agreements with the Company.
- b) The DSA acknowledges that the Company may enter into referral agreements or similar arrangements with other Parties and that the DSA shall have no right under such agreements or to any fees for customer referred to Company by others.

7. RELATIONSHIP

The Company and DSA expressly intending that no employment, no principal-agent, partnership, or joint venture relationship is created by this Agreement, hereby agrees as follow:

- a) neither the DSA nor anyone employed by or acting for or on behalf of the DSA shall ever be construed as an employee of the Company and Company shall not be liable for employment taxes respecting the DSA or any employee of the DSA;
- b) The DSA shall not make any commitment or incur any charge or expense in the name of Company without the prior written approval of the Company;
- c) The DSA expressly acknowledges and agrees that except to the extent expressly provided herein, neither the DSA nor anyone employed by or acting on behalf of the DSA shall receive or be entitled to any consideration, compensation or benefits of any kind from the Company.
- d) The mechanism practiced by the DSA in order to provide potential customer to the Company, is at the sole discretion of the DSA and the Company is not liable for any such mechanism.
- e) Any relevant data or information with regard to Potential Customers that is received by the company is in complete good faith.
- f) The DSA hereby confirms that they would be adopting ethical mechanism to provide potential customers to the company.

8. INDEMNIFICATION

8.1 The DSA shall indemnify, defend and hold the Company (and all officers, directors, employees and affiliates thereof) harmless from and against any and all claims, demands, actions, losses, damages, assessments, charges, liabilities costs and expenses (including without limitation interest, penalties, and attorney's fees and disbursements) which may at any time be suffered or incurred by, or be assessed against, any and all of them, directly or indirectly, on account of or in connection with: (i) The Party's default under any provision herein, breach of any representation or warranty herein, or failure in any way to perform obligation hereunder; or (ii) negligent acts or omissions or the willful misconduct of either Party or its employees.

8.2 The DSA agrees that any indemnity claim can be made by the Company within the timeframe of the Limitation Act, 1963.

9. 8.3 FORCE MAJEURE

- a) The Parties agree that if the performance by any Party ("Affected Party") is prevented, hindered or delayed in whole or in part by reason of any act, event, circumstances or a combination of acts, events and circumstances such as strikes, lockouts, act of God, government decisions, change in statutory requirements and regulations, act of war or occurrence of an event ejusdem generis ("Force Majeure") and the DSA will still continue to fulfill its obligations under this agreement unless agreed otherwise.
- b) The DSA shall take all reasonable steps to prevent, minimize and mitigate the effects

of the event of Force Majeure

- c) Unless explicitly mentioned in Schedule A hereto the DSA shall not be liable in any manner whatsoever to the Company in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any event of Force Majeure.

10.DISPUTE RESOLUTION

Any Dispute which could not be resolved between the Parties will be finally settled by arbitration which shall be held in Mumbai, India, in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time (Arbitration Act). The arbitration shall be conducted by single Arbitrator to be appointed mutually by the Parties. All proceedings shall be conducted, including all documents presented in such proceedings and the award thereof shall be rendered in the English language. The award rendered by the Arbitrator shall state the reasons on which it was based and the same shall be final, conclusive and binding on parties to this Agreement. Each party shall bear the cost of preparing and presenting its own case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties, unless the award otherwise provides. The arbitrator should strive to pass an arbitral award within six (6) months. The venue of arbitration shall be Mumbai.

11.MISCELLANEOUS

a) AMENDMENT AND WAIVER

Any provision of this Agreement may be amended or waived if, and only if such amendment or waiver is in writing and signed, in the case of an amendment by both the Parties, and in the case of a waiver, by the Party against whom the waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

b) NOTICES

Unless otherwise provided herein, all notices or other communications under or in connection with this Agreement shall be given in writing and may be sent by personal delivery or post or courier or by email at the respective addresses set out herein below or at such address as may be subsequently communicated by one Party to the other in writing as set out herein. Any such notice or other communication will be deemed to be effective if sent by personal delivery, when delivered, if sent by post, five days after being deposited in the post and if sent by courier, one day after being deposited with the courier. A communication sent by e-mail shall be deemed to have been received at the close of business on the day on which it is sent.

If to the Company:

Kotak Securities Ltd,

C 12, Bandra Kurla Complex Road, G Block, Bandra Kurla Complex,

Bandra East, Mumbai – 400051, Maharashtra

Email Address – support@fundexpert.in

If to Service Provider:

Email Address –

SEVERABILITY

In the event of any term, condition, or provision of this Agreement being held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted

c) ENTIRE UNDERSTANDING

This Agreement signifies the entire understanding of the parties and supersedes all prior Agreements, written or oral. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to this Agreement any rights or remedies hereunder.

d) SCHEDULES, PART OF AGREEMENT

This Agreement together with all Schedules hereto forms a single Agreement between the Parties hereto.

e) COUNTERPARTS

This Agreement may be executed in one or more counterparts and facsimile signatures shall be sufficient to indicate acceptance by the Parties, each of which shall be original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused duly authorized representatives of their respective companies to execute this Agreement on the date or dates set forth below.

**For Kotak Securities Ltd
(The Company)**

**For _____
(Service Provider)**

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

12 . Personal Details :

ARN : _____

Marital Status: _____

Income range: _____

Education: _____

Occupation: _____

Mobile No: _____

Schedule A

Services

The DSA introduces Kotak Securities Ltd and its different services to the new customers through API Support/FundExpert Platform for onboarding from Kotak Securities Ltd.

Commercials

For Demat Brokerage Share

KSL will pay brokerage share (50% of the total brokerage generated).

Account Attribution:

The DSA shall only be eligible for the consideration laid down in the clause on the basis of the below criteria:

A)The DSA is not eligible for any consideration if the recommended customer is already an existing customer of Kotak Securities Limited

B)The Company shall provide a report to the DSA on the number of accounts opened based on leads given by the DSA on a monthly basis.

Other Products	Payout	
Mutual Funds through KSL	80% of brokerage paid by AMC	
Insurance through IIFL Broking/ Kotak Insurance	75% of brokerage paid by IIFL Broking / 75% of brokerage paid by Kotak Insurance.	
Product	Payout	
Capital Gain Bonds	0.14% of invested amount	
RBI Bonds	0.3% of invested amount	
Product	Payout	
Corporate NCDs - Primary Issues	0.5% to 1.5% of invested amount (varies from issue to issue)	

CFD	As per Admin panel	
Product: NPS	Payout (inclusive of 18% GST)	
New Account Opening	250	
Payout on NPS Contribution Amount	0.3% of invested amount	
Product	Payout (inclusive of 18% GST)	
SGB	0.85% of invested amount	
Product	Payout (inclusive of 18% GST)	
Smallcases	50% of Fees charged to client by RIA* (could vary for specific RIAs)	
Product	Payout	
IPO Applications	0.2% for retail / 0.1% for non-retail	
Product	Payout (inclusive of 18% GST)	
ITR Filing Assistance	15% of Fees charged to client by CA	
Tax/Financial Planning	50% of Fees charged to client by RIA	
e-Will Drafting Fees	50% of Fees charged to client	
Loan Products		
Division	Product	Payout
Home Finance	HL	0.25% of Loan Amount + 50% of Processing fee (PF)
	Smart OD	50% of PF
Car Loan	Car Loan	0.5% of Loan Amount
LAS (loan against Securities)	OD	0.25% of DP (T+1)
Personal Loan	SPL	0.25% + 50% of PF
Loan Against Property (LAP)	LAP TL	0.25% of Loan Amount + 50% of PF
	LAP OD	50% of PF

Unsecured Business Loan (BL)	BL Term Loan	1% of Loan Amount
	BL OD	25% of PF
SME, Micro & Agri	Fund & Non Fund	50% of PF