

ONLINE DISTRIBUTION AGREEMENT

THIS ONLINE DISTRIBUTION AGREEMENT is entered into at Mumbai on this 17th day of April, 2018

BETWEEN

Edelweiss Asset Management 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 the "AMC", which expression shall, unless repugnant to the context or meaning powerthereof, be deemed to include its successors, executors, administrators, legal representatives and permitted assigns) of the **ONE PART;**

AND

Defmacro software Private Limited, a company incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at No 87/1, 87/1, AMR Tech park, First Floor Building 2-A, Housr Main Road. Hongasandra, Bangalore - 560068. (hereinafter referred to as the "Distributor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, executors, administrators, legal representatives and permitted assigns) of the **OTHER PART.**

(The AMC and the Distributor are hereinafter collectively referred to as "Parties" and individually as "Party")

WHEREAS:

1. The AMC is an asset management company registered with the Securities and Exchange Board of India to act as an investment manager to Edelweiss Mutual Fund ("the Mutual Fund"). The AMC intends to appoint the Distributors for the purpose of distributing Units of the various schemes of the Mutual Fund through a web based online trading platform offered by the Distributor.
2. The Distributor has a strong clientele network under its existing business establishment and being eligible to act as Distributor of mutual fund units, has evinced interest to distribute the said Units of the schemes of the Mutual Fund through web based online trading platform.
3. In view of the interest evinced by the Distributor, the AMC has approached the Distributor and it has agreed to act as a distributor of the Mutual Fund for the purpose of marketing and procuring subscriptions for the various schemes / products launched by the Mutual Fund from time to time under the terms and conditions contained herein through web based online trading platform.
4. The Distributor and the AMC are desirous of reducing the terms and conditions mutually agreed upon into writing, inter-alia, to define the allocation of duties and responsibilities between the Distributor and the AMC, respectively, and in pursuance of the same, the Distributor and the AMC have agreed to enter into an Agreement being these presents.

AND WHEREAS the AMC has agreed to tie up with the Distributor for the same as per the terms and conditions contained herein read with the Process Note annexed hereto as Annexure II.



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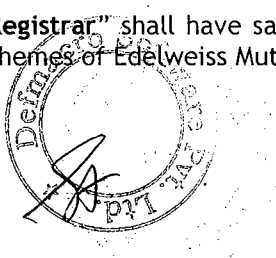
FOR UNION BANK OF INDIA
M. S. MARB BRANCH
AUTHORISED SIGNATORY
UNION BANK OF INDIA
MUMBAI BRANCH
PLANNING & INVESTMENT DEPARTMENT
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NOW THIS ONLINE DISTRIBUTION AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY 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:

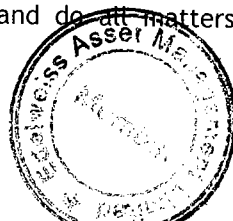
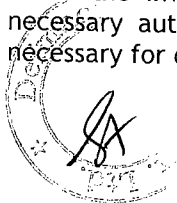
- **“Agreement”** means this agreement and any and all schedules, appendices, annexures and exhibits to it or incorporated in it by reference and from time to time.
- **“AMFI”** means Association of Mutual Funds in India.
- **“Business”** means marketing and procuring subscriptions for the various schemes/ products launched by the Mutual Fund from time to time.
- **“Business Day”** in relation to the schemes means a day as defined in the Scheme Information Document of the relevant Scheme, Units of which are proposed to be distributed.
- **“Coordinating Officer”** means such officer/s of the Distributor notified to the AMC for the purpose of collecting/ giving information for the purpose of Business.
- **“Governmental Approval”** means any authorization, approval, consent, licence or permit required from any Governmental Authority;
- **“Governmental Authority”** means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other sub-division thereof or any municipality, district or other sub-division thereof;
- **“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 programmes, 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.
- **“Intellectual Property”** shall mean 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.
- **“Intellectual Property Rights”** mean 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).
- **“Mutual Fund”** means Edelweiss Mutual Fund established pursuant to a trust deed dated 30th January, 2008 and registered with the sub-registrar, Mumbai under the provisions of the Indian Trusts Act, 1882.
- **“Offer Document”** means the Statement of Additional Information (SAI) and Scheme Information Document (SID) to be issued for inviting subscription to Units of any Scheme, as amended from time to time and includes Key Information Memorandum (KIM).
- **“Registrar”** shall have same meaning as specified in the Scheme Information Document of the Schemes of Edelweiss Mutual Fund.



- 3.2 The Distributor will use its AMFI Registration Number (ARN-89429) as the exclusive distributor code number which shall be duly quoted/ stamped by the Distributor in all correspondence by the Distributor with the AMC and also in all client applications forms in connection with the Business for the purposes of ascertaining the brokerage payable to the Distributor.
- 3.3 The Distributor shall be responsible for the proper affixation of the Code numbers & any discrepancy in the code affixed shall endeavour to be resolved by mutual agreement.
- 3.4 In case of any discrepancy in the code affixed on an application form due to any reason such as illegible, unclear, overwritten, mutilated, altered or otherwise tampered with, the Distributor and the AMC shall endeavour to resolve the same by mutual agreement.

4. THE AMC'S DECLARATIONS, REPRESENTATIONS & WARRANTIES:

- 4.1. The AMC has opened current account(s) with various banks for collecting subscriptions for purchase of units of various schemes of the AMC. The Distributor shall inform to the AMC designated bank in respect of the Schemes offered through their Website. A list of scheme-wise Bank Accounts is annexed hereto in Annexure V. The AMC shall intimate the bank account number(s) of any new schemes launched in future to Distributor on establishment / opening of such account(s).
- 4.2. The AMC shall in addition to the details of the Schemes as provided in Annexure I, endeavour to provide the Distributor with all data relating to the Schemes including the Net Asset Value (NAVs) of the respective Schemes with the text logos, animated banners, pdf files and other marketing material. Provided that the Distributor shall use the said data and / or the name, mark, banner, copyright, logo or any other Intellectual Property of the AMC or the AMC, or any part or derivative thereof only for and to the extent as required to fulfil its obligations under this Agreement. Provided further that if and to the extent the Distributor wishes to use the said data and / or the name, mark, banner or logo of the Mutual Fund or the AMC, or any part or derivative thereof for any other purpose, it shall do so only with the express prior permission of the AMC in writing.
- 4.3. The AMC shall, at all times during the term of this Agreement, provide data to the Distributor and shall maintain such transmission infrastructure and technical resources 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, and the AMC shall make best efforts to expeditiously rectify errors and overcome breakdowns/interruptions in such transmission. In the event of any errors or faults, the AMC shall notify the Distributor of the error or fault as soon as it becomes aware of any such errors or faults. The AMC and /or its Registrars, agents and representatives in good faith will treat any transaction request as issued and fully authorised, if received from the, agents and representatives of the Distributor as provided for under this Agreement and further, may take necessary steps in connection with or in reliance upon the transaction request as they may in good faith consider appropriate regardless of and notwithstanding any errors in transmission and shall not be responsible for the above contingencies of any nature.
- 4.4. The AMC / Authorised Registrars shall maintain such resources as may be necessary to process the Distributor's Investor transaction requests in accordance with the provisions of this Agreement subject always to the Regulations and respective Scheme Information Documents as amended from time to time.
- 4.5. The AMC hereby declares that it has complied with or agrees to comply with all statutory formalities under the SEBI (Mutual Funds) Regulations, 1996 as amended from time to time to enable it to make the said offer of Units.
- 4.6. The AMC has been appointed to act as an asset management company of the Mutual Fund and under the Investment Management Agreement executed on 30th January, 2008 and has the necessary authority to promote the Mutual Fund and do all matters and things as may be necessary for discharge or enforcement of the same.



- **“Regulations”** means the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, guidelines and circulars issued thereto and amended from time to time.
 - **“Regulatory Authority”** means and includes SEBI, Reserve Bank of India, AMFI and/ or other authority appointed by the Indian Government from time to time to regulate and control mutual funds.
 - **“SEBI”** means the Securities and Exchange Board of India.
 - **“Scheme(s)”** means any scheme or schemes launched by the Edelweiss Mutual Fund from time to time.
 - **“Unit”** means the interest of the investors in any Scheme consisting of each Unit representing one undivided share in the assets of that Scheme as evidenced by a unit certificate/ account statement.
 - **“Unit Certificate/Account Statement”** means a certificate/ account statement in any form issued to the holders of the Unit(s) under any Scheme of the Edelweiss Mutual Fund.
 - **“Unit Holder”** means a person who, in terms of the Regulations, for the time being is the registered holder of Unit/Units of any Scheme of the Edelweiss Mutual Fund, including persons jointly registered.
- 1.1 Terms not defined herein will, unless otherwise indicated, have the respective meanings ascribed thereto in the Offer Document relating to the relevant Scheme, as applicable.
- 1.2 Reference to the singular includes the plural and vice versa; reference to the masculine gender includes the feminine and neuter gender and vice versa.
- 1.3 The provisions of any schedule attached hereto will apply as if incorporated herein.

2. NATURE OF ALLIANCE

(A) Purpose

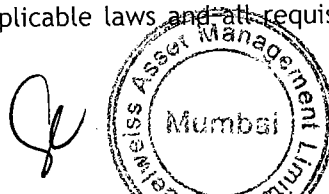
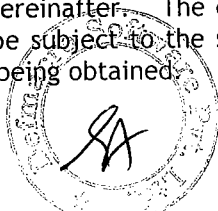
It is explicitly agreed and understood between the parties that notwithstanding anything contained in this Agreement, the Regulations and the relevant Scheme's Offer Document shall govern this arrangement for the Distributor offering online transactions through its Website, inter-alia in units of Schemes of the AMC to its Investors and that this Online Distribution Agreement is only a tool to outline the operational modalities for offering of Schemes to the Investors.

(B) Process Note

The process note detailing the process flow for the transactions requested by the Investor as mutually agreed between the parties is attached hereto, as Annexure II. This note shall be reviewed by the parties on a periodic basis and may be modified / changed with mutual consent by way of a letter signed by both the parties.

3. APPOINTMENT AND CODE NUMBERS:

- 3.1 The AMC hereby appoints the Distributor for the purpose of distributing Units of such Schemes of the Mutual Fund as have been or hereafter may be floated by the Mutual Fund from time to time and as may be agreed between the Distributor and the AMC through the existing web based online trading platform of the Distributor in and/or outside India or through such other platforms set up in future by the Distributor in and/or outside India to investors eligible to invest in such Schemes and the Distributor hereby accepts such appointment on the terms set out hereinafter. The obligation of the Distributor in relation to distribution mentioned above will be subject to the same being permitted by applicable laws and all requisite approvals (if any) being obtained.



- 5.6 The Distributor to offer and sell such units only at the Public Offering Price which shall be currently in force, in accordance with the terms of the then current Offering Documents of the Mutual Fund's schemes. All orders are subject to acceptance by the AMC and become effective only upon confirmation by AMC.
- 5.7 The Distributor agrees:
- (a) To order units of the schemes of the Mutual Fund only from the AMC or only for Mutual Fund's Investors.
 - (b) To not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the units of the scheme(s) of the Mutual Fund.
 - (c) To do all such acts, deeds and things as may be necessary to conduct due diligence on the Investor profile and report any suspicious profile to the AMC
- 5.8 The Distributor shall neither use nor display the name, logo or mark of the AMC (or any logo or make similar thereto) in any manner whatsoever ever except as agreed by the AMC in writing and under no circumstance after termination of this Agreement.
- 5.9 The Distributor agrees that, except as specifically advised in writing or as described in the Offer Document of a scheme of the Mutual Fund, no action has been or will be taken in any jurisdiction by the Distributor that will permit a public offering of units or possession or distribution of the Offer Documents of the Mutual Fund in any jurisdiction outside of India or in any circumstances in which action for that purpose is required. The Distributor agrees that it will comply with all applicable law and regulations and make or obtain necessary filing, consents or approvals, in each jurisdiction in which it purchases, offers, sells or delivers units (including, without limitation, any applicable requirements relating to the delivery of the Offer Documents or the Abridged Offer Documents of the Mutual Fund) in each case at its own expense.
- 5.10 The Distributor shall not withhold placing investors' orders for the units so as to profit themselves as a result of such withholding.
- 5.11 The Distributor agrees that the AMC/ Mutual Fund shall not accept any order which is placed on a conditional basis.
- 5.12 The Distributor shall not undertake any obligation or incur any liability on behalf of the AMC nor in any way pledge the AMC's credit.
- 5.13 The Distributor shall not be entitled without the prior consent in writing of the AMC 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 or liabilities hereunder
- 5.14 The Distributor, or any directors/principals associated with it, have never been refused or had revoked any license or authorisation or ever resigned any such authorisation, or decided after making an application to become licensed not to proceed with it.
- 5.15 The Distributor or any director/principal associated with it, has never been publicly censured, disciplined, suspended or expelled by any recognised regulatory organisation or recognised professional body or by any other organisation, body or association.
- 5.16 The Distributor, or any director/principal associated with it, is currently not the subject of disciplinary proceedings by any regulatory organisation, body or association nor is the Distributor aware of any such proceedings which are pending.
- 5.17 The Distributor, or any director/principal associated with it, has never been the subject of formal investigation under any relevant securities, financial services or similar legislation nor is it currently engaged as a defendant in (otherwise than in a professional capacity or as an expert witness), or the subject of, any criminal or civil proceedings or arbitration.



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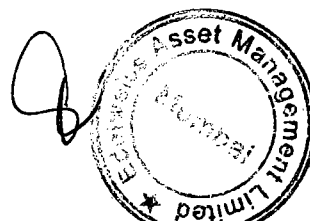
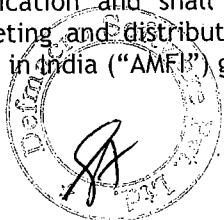


- 4.7. The AMC will make available such number of Offer Documents of Scheme/s as may be reasonably requested by the Distributor. If the AMC has not made available sufficient number of Offer Documents such as to allow a prospective investor to receive and /or inspect the required documents then the AMC acknowledges that the Distributor may cease sale of the Units of such Scheme or Schemes of the Mutual Fund until such shortfall is rectified, with notice in writing to the AMC.
- 4.8. The AMC shall comply with the instructions and procedures as mutually agreed between the parties from time to time.
- 4.9. The AMC shall pay the brokerage to Distributor in terms of **clause 8** of this Agreement.
- 4.10 The AMC shall provide the Distributor with necessary marketing support as may be mutually agreed from time to time.
- 4.11 The AMC shall not undertake any obligation or incur any liability on behalf of the Distributor nor in any way pledge the Distributor's credit.

5. THE DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS:

The Distributor hereby undertakes, affirms, represents, warrants and agrees that:

- 5.1 During the course of Business, the Distributor shall not make or give any representation, statement or warranty which is incorrect, incomplete or misleading to unit holders/ prospective unit holders/ AMC.
- 5.2 The Distributor is entitled to carry on business hereby undertaken.
- 5.3 The Investors in question will be Investors of the Mutual Fund. The Mutual Fund will execute transactions in units for each Investor, it being understood in all cases that (a) Distributor is acting as agent for the Investor, (b) each transaction is initiated solely upon the order of such Investor, (c) each transaction is for the account of such Investor and not for Distributor account, (d) the transactions are without recourse against Distributor by the Investor, (e) except as otherwise agreed, each transaction is effected on a fully disclosed basis, (f) as between Distributor and the Investor, the Investor will have full beneficial ownership of the units, and (g) Distributor shall make appropriate disclosure to Investors that units of the Mutual Fund are not endorsed by Distributor and do not constitute Distributor obligation.
- 5.4 The Distributor has obtained all necessary approvals, registrations and certifications required from the relevant authorities for the purposes of providing the services set out in this Agreement and shall ensure that such approvals, registrations and certifications will remain in force for the duration of this Agreement by taking prompt steps for the renewal of the same, if necessary. The Distributor further declares and represents that the Distributor has not violated any of the conditions subject to which such approvals, registrations and certifications have been granted to the Distributor and that no disciplinary or other proceedings have been commenced or indicated or threatened by SEBI or any other competent authority against the Distributor and that the Distributor is not debarred / suspended from carrying on its normal activities. The Distributor will comply with all applicable laws, regulations and guidelines which govern the Distributor from time to time for the purpose of fulfilling its obligation set out in this agreement.
- 5.5 The Distributor shall in particular comply with the provisions of MF Regulations and guidelines issued by SEBI from time to time pertaining to Mutual Funds including but not limited to regulations / guidelines on advertisements / sales literature, code of conduct and self-certification and shall not indulge in any kind of malpractice or unethical practice while marketing and distributing Units. The Distributor shall also comply with Association of Mutual Funds in India ("AMFI") guidelines.

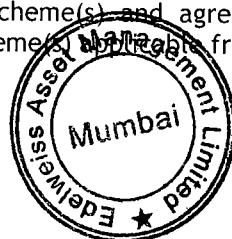


The Distributor hereby acknowledges and consents that the AMC may withhold payment to the Distributor of any commission, fees and/or payment in any other mode, in relation to any investment made by its Customer till all documents relevant to such investment are provided to the AMC to its satisfaction. The Distributor further consents that the Fund/AMC may, in its sole and absolute discretion, reject applications for redemption/switch pending completion of documentation.

- 5.23 For the purpose of complying with AMFI communication No. 35/MEM-COR/54/10-11 dated August 16, 2010 on making KYC mandatory for investors investing through online platform, irrespective of the amount of investment, the Distributor may file with CDSL Ventures Limited (CVL), duly attested one set of documents obtained by the Distributor in accordance with KYC requirements, while opening the investor's accounts. On the basis of such acknowledgement investor routing his investment through the Distributor shall be allowed to make investments in the Schemes of the Mutual Fund without go through KYC process again through CVL. The AMCs/ its Registrar may cross-check the status of KYC in respect of such investors by referring to CVL data-base, before processing applications for investments. Further, if the documents are not found in order as per KYC requirements on verification by CVL, the same will be reflected in CVL data-base and the Distributor shall be required to advise such investors to complete KYC process through CVL. Till that time no fresh investments in Mutual Fund scheme shall be allowed to be made by the investors.
- 5.24 The Distributor is authorised to undertake In Person Verification ("IPV") for all investors pursuant to guidelines, rules and regulations issued by SEBI and any other regulatory authority as applicable from time to time in this regards .
- 5.25 The Distributor shall execute all transactions for and on behalf of the Investors as such Investors' duly constituted agent by virtue of the arrangements between the Investor and the Distributor (as authorised by, inter alia, the power of attorney executed by the Investor in favour of the Distributor). The Distributor shall not disclose the details of any of its Investors, including but not limited to, the details relating to signature/data to the AMC and/or its Authorised Registrar (except for full Address of the investor, the bank account details, tax status and Permanent Account Number (PAN) and such other details as mandated by Regulations from time to time) in the normal course of business. As the duly constituted Attorney of the Investor, any communication to and from the AMC, the Authorized Registrar or the Investor, shall be through the Distributor. The communication referred above shall be including, but not limited to account statements, periodic holding statements, statutory or regulatory requirements on notice, information, disclosure, dispatch of newsletters, annual reports, trust resolutions, TDS certificates, or any other routine communications by the AMC, Authorized Registrar or the Investor. However, DISTRIBUTOR reserves the right to send a consolidated account statement to the Investor for all mutual funds offered on its website. The redemption payments and the Dividend payouts shall be credited by the AMC directly into the bank accounts of the Investors.
- 5.26 The Distributor shall at all times, cause to be displayed the terms and conditions governing the transactions on the Website. It shall also display on the Website the Offer Document of the respective Schemes, Key Information Memorandum, such declarations, undertakings, risk factors and disclaimers as contained in the Offer Document of the Schemes of the AMC and all changes thereto as informed by the AMC from time to time, subject to which investments/transactions in Units may be accepted, on the Website. The Distributor shall also maintain the details regarding each Scheme, as provided in Annexure I by the AMC.
- 5.27 The Distributor agrees and undertakes that it shall require its Investor/s to confirm as under, in such mode or manner as the Distributor may require prior to undertaking any transactions in the Units of the AMC -
- a) The Investor(s) have read and understood the contents of the Offer Document(s) and Addendum(s) thereto of the respective Scheme(s) and agree to abide by the terms, conditions, rules and regulations of the Scheme(s) from time to time.

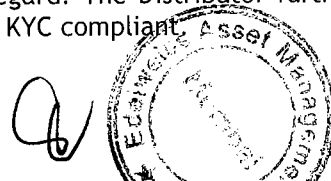
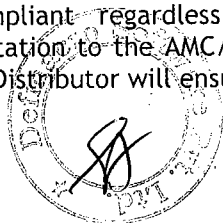


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- 5.18 The Distributor, or any director/principal associated with it, has never had any judgement debts entered against it, been put into compulsory liquidation, had its assets sequestrated, had a receiver, administrative receiver or administrator appointed or entered into any agreement with its creditors or ceased trading in circumstances in which its creditors did not receive full payment.
- 5.19 The Distributor agrees that:
- (a) If so required by the Securities and Exchange Board of India or by any other authority or under any law, the Distributor shall get itself, registered and comply in such manner as may be required.
 - (b) The Distributor has obtained requisite certification from the Association of Mutual Funds of India as required by SEBI circular No. D/CIR No.10/ 310/01 dated September 25, 2001.
 - (c) This relationship is expressly established subject to the AMC/ Mutual Fund being allowed to (i) appoint other distributors to sell the Units of Scheme(s); and (ii) sell Units of Scheme(s) directly to investors.
 - (d) The Distributor will provide all co-operation to enable AMC undertake and complete the procedure needed to comply with applicable regulation relating to prevention of 'money laundering' and 'Know Your Investor' guidelines.
- 5.20 The AMC shall offer to the Investors, and the Distributor shall allow the AMC to offer through the Website, Schemes that are existing/launched/offered by the AMC from time to time. The Distributor shall, as a distributor of the Schemes, place with the AMC and/or its Registrar transaction requests on behalf of its Investors for facilities including, but not limited to the required facilities for the Purchase and Redemption of Units, SIP, SWP, Change of Dividend Option and Switch subject always to the terms and conditions stipulated in the Regulations and the Offer Document of the relevant Scheme, as amended from time to time. The redemption payments and the dividend payouts shall be credited by the AMC directly into the Investors' bank accounts
- 5.21 The Distributor represents that it has in place the "Know Your Customer" policies in respect of prevention of money laundering, corruption and terrorism that are appropriate for its line of business, which meet or exceed applicable regulatory and industry requirements.
- 5.22 The Distributor shall provide such details of the investors as may be required by the AMC for the purposes of compliance with the Prevention of Money Laundering Act, 2002 ("PMLA") and Know-Your-Client ("KYC") requirements. The Distributor agrees and is responsible to do all necessary acts to ensure compliance with the KYC and PMLA norms as stipulated under any law or as contained in the SID or in KIM or advised by the AMC from time to time and assist the AMC in this regard. Any transaction which does not meet the KYC requirements will be rejected. Further, the Distributor shall make available to the AMC's/Mutual Fund's internal, statutory or management auditors, such information as may be required by them in this regard. This information may also be similarly furnished to the AMC in the event of a specific request being made by any regulatory, statutory body or Government entity to the AMC.

Further, with reference to SEBI circular no. SEBI/IMD/CIR No. 12/186868/2009 dated December 11, 2009 and the AMFI guidelines issued in this regard, the Distributor agrees to submit to the AMC prior to the first transaction in the Fund by a Customer, all account opening documentation provided by the Customer including but not limited to the documents relating to Know Your Client, Original/notarized copy of the Power of Attorney (POA), PAN card copy, agreement between the Customer and the Distributor, copy of the instructions issued by the Customer to the Distributor or copy of the log/alternate evidence (if instructions placed via web, telephone, sms, etc.), etc. Further, the Distributor shall ensure that each Customer transacting with the Fund is KYC compliant regardless of the value of transaction and shall provide the relevant documentation to the AMC/Authorized Registrar in this regard. The Distributor further consents that the Distributor will ensure that each of the investor is KYC compliant.



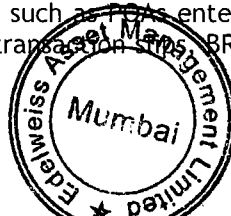
- b) The Investor(s) have understood the details of the Scheme and have not received nor been induced by any rebate or gifts, directly or indirectly, in making this investment.
 - c) The Investor(s) confirm that the details provided by the Investor(s) are true and correct.
 - d) The Investor(s) hereby declare that the amount being invested by the Investor(s) in the Scheme(s) of the AMC is derived through legitimate sources and is not held or designed for the purpose of contravention of any Act, Rules, Regulations or any statute or legislation or any other applicable laws or any Notifications, Directions issued by any Governmental or statutory authority from time to time.
- 5.28 The Distributor agrees and acknowledges that the AMC may prescribe additional confirmations and / or changes to the above confirmations, from time to time which the AMC shall endeavour to inform the Distributor prior to the coming into effect of such prescriptions and the Distributor agrees and undertakes to require its Investor/s to confirm the same, in such mode or manner as the Distributor may require prior to undertaking any transaction in the Units of the AMC.
- 5.29 The Distributor shall promote the Schemes, on such terms as may be mutually agreeable and as permitted by applicable laws, rules and regulations, to all its Investors through various media as may be mutually agreed by both parties from time to time. All promotion of the Schemes by The Distributor shall be as per the applicable statutory guidelines.
- 5.30 The Investor shall interact with the Distributor only through the Unique Client Code as issued by the Distributor. The Distributor shall track all transactions of the Investor with respect to this Unique Client Code. The AMC / its Registrar shall, in turn, issue to the Distributor a Folio Number in respect of each Investor in respect of the scheme that the Investor wishes to transact/transacts in. The AMC / its Registrar shall send records, receipts, etc., in respect of transactions by reference to the Folio Number. The Distributor shall internally reconcile the transactions executed by the AMC by mapping the Folio Number and the Broking Relationship Number of the Investor.
- 5.31 The Distributor shall, in its database, record each Investor's bank account specifying whether the account is Resident Indian/ Non-Resident Indian / Foreign Institutional Investor. Further all non-resident accounts shall be marked as Non Resident External Account (NRE) or Non Resident Ordinary Account (NRO), as the case may be. Further, where subscription for units under any Scheme is through joint bank accounts of investors, the default option for applying for Units shall be in the joint names of all the account holders of such bank account. The said investors may also be given the option to hold the units in single name if they so desire.
- Investors shall also be provided an option to apply for units in single name of any one or more name of the joint account holders of the bank account with nomination facility.
- 5.32 The Distributor shall cause to be sent a quarterly report, every calendar quarter, to the AMC, giving details of the Purchase, Redemption, Switch, SIP and SWP transactions made by the Investors through the Website.
- 5.33 If the Investor ceases to be a Investor of DISTRIBUTOR, then the Distributor shall intimate the AMC of such a change in status by an E-mail and/or by way of a letter. Thereafter, such investors shall not be allowed by the Distributor to execute through the Website any transaction including but not limited to a transaction for purchase, redemption, etc. of the Units.
- 5.34 The Distributor in its communication to its investors shall not circulate any facts about the AMC or the AMC and the Schemes launched from time to time, which it believes to be incorrect.
- 5.35 In case it receives any sum of money from the AMC / the AMC or any of its agents etc., which is not due or payable to the Distributor, the AMC / the AMC or any of its agents etc. shall be entitled to recover all such amounts as are wrongly paid to the Distributor. The Distributor shall not make representations / statements concerning units of scheme other than as contained in the current Offer Document(s), Abridged Offer Document(s) and printed information issued by the AMC, as information supplemental to such documents. Provided that the Distributor may be entitled to vary the format and presentation of the data as provided by the AMC as long as it does not lead to a change in the substance or content of the data and strictly adheres to SEBI guidelines. The Distributor shall only use advertising / sales material for distributing / selling

activities as provided / approved by the AMC when advertising. DISTRIBUTOR shall not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the AMC's units which may directly / indirectly impact the AMC in any manner.

- 5.36 The Distributor shall ensure that the terms and conditions mentioned herein or as agreed from time to time are also complied by its employees, agents (including sub-distributors) and representatives, as applicable. DISTRIBUTOR also certifies that in the course of its business of distribution of the AMC's products it shall adhere to the Code of Conduct as prescribed by SEBI, including any amendments thereto from time to time, and any other requirements as mandated by SEBI / AMFI or any other statutory authority from time to time. It further undertakes to provide the said certificate or any other certificate that the AMC / AMFI / SEBI may prescribe on an annual basis or at such frequencies as may be determined by the AMC from time to time, provided that, the AMC notifies the Distributor previously in writing as to such frequencies.
- 5.37 The Distributor also acknowledges that it is not entitled to receive commission on its own investments and shall inform the AMC if it receives such commission, erroneously or otherwise and shall forthwith refund such amounts to the AMC.
- 5.38 the Distributor also undertakes that it will ensure that all the sub-distributors comply with the Regulations and Guidelines issued by SEBI, AMFI or any other regulatory body. It also undertakes that it will ensure that the sub-distributors provide all such certificates and other documents required to be produced by them by law or any authority having the force of law.
- 5.39 Apart from the above the Distributor also undertakes that it will ensure the following
- a) The Distributor will comply with the regulatory guidelines as issued from time to time or as mentioned in the Offer Document / Addendum thereof.
 - b) The Distributor is solely responsible for adhering to the implementation of PMLA regulations as per the KYC Procedures / Guidelines given by the regulatory authorities / AMC, hence in case of any non-compliance or violations on this aspect Registrars or AMC will not be held responsible, unless Registrars or AMC have acted in a manner which is malefide or contrary to the implementation of PMLA regulations as per the Registrars Procedures / Guidelines given by the regulatory authorities / AMC.
 - c) The Distributor will take the responsibility for collecting information regarding KYC documents, PAN and Bank details and also validation of the PAN & KYC will be ensured by the Distributor while submitting the transactions.
 - d) The Distributor will arrange to dispatch the Account Statements as agreed with their investors, hence REGISTRARS need not send account statements for NFO/On going transactions to investors directly
 - e) The Distributor is authorized to submit the transactions as per the terms and conditions stipulated by REGISTRARS by means of FundsNet STP manual upload. In the event of distributor facing problem while submitting the transactions thru FundsNet STP, distributor is authorized to forward the transactions to REGISTRARS through email by means of dbf attachment with in the cut- off time.
 - f) The Distributor undertakes the responsibility of servicing its investor for Non- Financial transactions by forwarding their requests to REGISTRARS by email as per the format agreed with REGISTRARS
 - g) The Distributor will be downloading all the required reports / reverse feeds from Registrars Mail back services/STP module as per Annexure XII for which they have been already authorized by REGISTRARS by means of Mail back Service Agreement or will register in due course of time by executing the necessary agreement(s) with REGISTRARS
 - h) The Distributor will maintain all Original documents such as POs entered with their Investors, Common application form or any other such forms, transaction statement, BR, ASL, MOA, Trust Deed,



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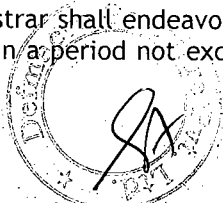


the Distributor to AMC and/or to the Authorized Registrar shall be deemed to be an application made by the Distributor on behalf of its Investors to AMC for transacting in any of the Schemes that may be offered on the Website. The AMC or its Authorized Registrar will download the file and take a print thereof and electronically time stamp the print out of the transaction file. The time stamp on the transaction file printout at the Authorized Registrar's end will be considered as the time of acceptance of the file. The Authorized Registrar will identify new investors by the absence of the folio number in the order file.

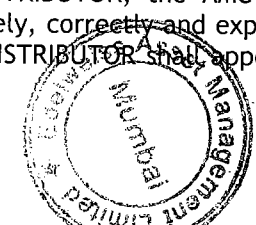
- b. In the event of a contingency where the transaction file cannot be generated in the agreed data format, the Distributor, after informing the designated person at the AMC and the Registrar, will forward, by fax, /email the transaction file in a Microsoft Excel format within the cut off time. The transaction file, if sent by fax, will bear a rubber stamp of the Distributor and will be signed by the authorized signatories as per the list provided by the Distributor in this regard from time to time. The transaction file in soft copy as per the format mutually agreed would also be forwarded, as soon as the contingency is overcome and it is possible to generate /upload the file.
- c. The transaction file uploaded /faxed / received after the agreed cut-off time will be construed as having been received after the cut-off time and will be processed for the next day's NAV. The Authorized Registrar will highlight such exceptions by a return mail within an hour of receipt of the transaction file, advising that the file will be processed for NAV of the next day.
- d. In the event of an extreme emergency like a fire in the premises or any other contingency where the transaction file cannot be generated within the cut off time, DISTRIBUTOR will contact the designated person at the AMC and its Authorized Registrar and will request for an exceptional late reporting of transaction, specifying clearly the nature of contingency, which caused the delay. In such an event, DISTRIBUTOR will endeavour to deliver the files on a best effort basis. The AMC and / or its Authorized Registrar will confirm the receipt of such transaction file so delivered and will execute the same as per the time at which the file is received by Authorized Registrar.
- e. In case the transaction file is incomplete in respect of some details, the Authorized Registrar will try to obtain from DISTRIBUTOR, the necessary clarifications on a best effort basis. Where no or inadequate response is received, the transaction will be rejected.
- f. The Distributor shall be solely responsible for the accuracy of the unit holder-wise transaction file transmitted or a list thereof faxed to the AMC or its Authorized Registrars. The AMC / its Registrars shall process the transactions fully relying on the accuracy of the file / list sent by DISTRIBUTOR. DISTRIBUTOR hereby agrees to indemnify the AMC/ its Registrars for all losses, damages, costs and expenses incurred or suffered by the AMC / Authorized Registrars as a result of incorrect or wrong data of transactions or orders sent or list faxed by the Distributor.
- g. The AMC shall, at all times, be responsible for compliance with all statutory and other requirements which Securities and Exchange Board of India or any other regulatory body may require from time to time in respect of the Scheme (s) or the Mutual Fund.

6.8 In case requests for transactions are sent on a non-business day or after the cut off time for a business day, the requests shall be processed at the Sale Price / Redemption Price/ NAV in accordance with the Offer Document(s) of the respective Scheme(s).

6.9 The AMC and the Authorized Registrar shall provide the required support to clarify, resolve and correct all discrepancies in the executed orders and request for transactions as raised by DISTRIBUTOR. In case of any query raised by DISTRIBUTOR, the AMC and/or the Authorized Registrar shall endeavour that the query is adequately, correctly and expeditiously responded to, within a period not exceeding two Business Days. DISTRIBUTOR shall appoint a specific Customer



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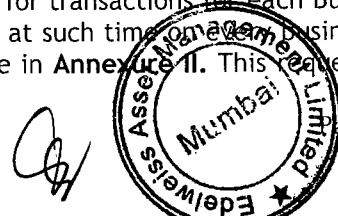
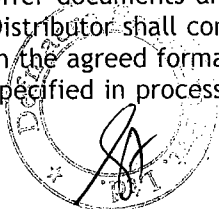


Partnership deed for Corporate Investors , FIRC / Debit certificates for NRE Investors and will produce on demand by AMC / REGISTRARS or any other regulatory authorities during audit.

- i) The Distributor will retain the original records for a period of 10 years from the date of Investor Closing the accounts with the respective Mutual Fund.
- j) The Distributor will co-ordinate with AMC for the Payment of Redemption and Dividend and REGISTRARS will arrange to make the payment through AMC to the bank accounts of Investor registered with REGISTRARS
- k) The Distributor will obtain necessary authorization letter in respect Change of Broker requests pertaining to its investor and this process will be authorized by AMC
- l) The Distributor will contact REGISTRARS for any clarifications, queries thru email and any exception related transactions will require AMC approval.
- m) All correspondences dealt with REGISTRARS by the distributor will be initiated by the Authorized Signatories of the Distributor and all communications through email from Channel will be from the authorized email id's of the DISTRIBUTOR.

6. GENERAL CONVENANTS:

- 6.1 Both Parties shall use all reasonable care in rendering the services and performing their duties and obligations under their agreement and the same shall be of the highest quality to the best of their ability.
- 6.2 Both Parties shall at all times conduct themselves within the parameters of law and in the event of any offence being committed by employees of either Party, the other Party shall not be directly or vicariously liable.
- 6.3 Both Parties shall at all times take and maintain all such security precautions, checks and controls as may be necessary for or in connection with the discharge of their respective duties and obligations under this agreement.
- 6.4 Both Parties shall not print or publish anything which is illegal or the information that is incorrect and detrimental to the reputation of the other or which may be in any manner harmful to or against the interest of the other or which may result in a contravention of the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, or any amendment thereto or any law, rules, regulations, statutes or any guidelines of a statutory authority from time to time in force.
- 6.5 Both Parties hereby agree that this agreement is of a non exclusive basis and the Parties are at liberty to enter into similar agreements with others.
- 6.6 Both the Parties hereby agree that the rights and responsibilities under this agreement shall not be assignable by either Party without the prior consent of the other Party.
- 6.7 This transaction requests sent by DISTRIBUTOR to the AMC and/or to the Authorized Registrars shall be deemed to be an application made by DISTRIBUTOR on behalf of its Investors to the AMC for transacting in any of the Schemes that may be offered on the Website, in terms of the Offer Document(s) of the respective Scheme(s).
 - a. The Distributor will upload thru FTP module the transaction file on each business day before the cut off times of the respective schemes. (The cut off time of the schemes will be as specified in Annexure II, but are subject to the provisions of the respective offer documents and any changes that may be made therein from time to time). The Distributor shall compile and upload the requests for transactions for each Business Day in the agreed format to AMC Authorized Registrar at such time on every business day as specified in process flow for Transaction Interface in Annexure II. This request sent by

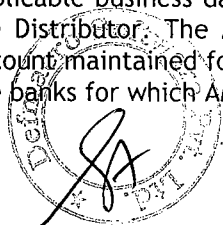


Service Executive(s) (CSE) or such other employees, to handle all Investor queries relating to Schemes offered on the Website. The AMC and / or the Authorized Registrar shall send all statutory communications in respect of the Schemes of the AMC as required to be sent to investors, at the address of the investors as available in the records of the AMC. The AMC agrees to indemnify DISTRIBUTOR for all losses, damages, costs and expenses incurred or suffered by DISTRIBUTOR as a result of incorrect or wrong processing of orders by the AMC.

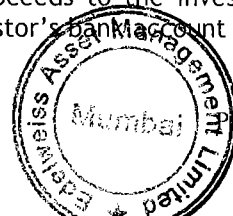
- 6.10 The AMC may promote DISTRIBUTOR services on mutually agreeable terms through different media.
- 6.11 Both the Parties shall comply with the SEBI letter No. IMD/SM/7181/2010 dated June 2, 2010 in ensuring that the unit holders/customers/investors' rights shall not be restricted in any manner whatsoever and shall also ensure that the unit holders/customers/investors have an unfettered and unrestricted right of access to the AMC/ Mutual Fund.
- 6.12 The AMC shall provide background information and support to DISTRIBUTOR in all matters pertaining to the various Schemes, NAV calculations, redemption payment and any other mutual fund /Scheme related matter.
- 6.13 The AMC will treat the AMFI Registration Number (ARN) allocated to the Distributor by the Association of Mutual Funds in India (AMFI) as the Distributor's agency or broker code. The AMC and/ or its Authorized Registrar shall code all transactions through the Website with this distributor code. The main agency code will be the ARN and Sub agency codes will be allocated to individual relationship managers /sales staff of the Distributor as provided by the Distributor from time to time. The Authorized Registrar will record both codes on the Registry system and they will be used to generate the format of the periodic commission statements.
- 6.14 All Switch requests shall be split by the Distributor into its component requests i.e., Switch out and Switch in. Both the components of the Switch request shall be identified by the same transaction number.
- 6.15 The AMC shall at all times endeavour to notify to DISTRIBUTOR, the record dates, Shut-Out Period, non business day and a list of holidays (holiday master) for each of the Schemes at least two Business Days prior to the commencement of the said day or by way of a shorter notice as may be mutually agreed from time to time by means of an e-mail/mail-back. The parties would process any request falling due on a holiday in accordance with the Offer Document(s) of the respective Scheme(s).
- 6.16 If any Purchase request is rejected then the AMC shall transfer the funds, which have been debited, from the Investors' account by the Distributor, to the Investors' account within 3 Business Days after the credit into the AMC A/c.

7. REDEMPTION

- 7.1 In case of Redemptions, if the number of Units held by the Investor as per the records maintained by the AMC and/or the Authorized Registrar is less than the number of Units requested to be redeemed, then all the units held by the Unit holder in such folio / scheme / plan for which application for redemption is made, shall be redeemed. Provided that, where redeem 'all' is specified in the request, all Unit holdings in that Scheme shall be redeemed.
- 7.2 The Redemption (subject to completion of lock-in period, if any) shall be carried out by the AMC and/or its Authorized Registrar and shall be carried out Folio Number wise.
- 7.3 That the AMC shall provide/ Distributor will download through FTP details of all such accepted redemptions and bank transfers to DISTRIBUTOR on T+1, T+2 or T+3 Business day, in line with the Offer Document of the relevant Scheme, wherein T, for the purposes of this clause, refers to the applicable business day on which the AMC / Registrar has received the Redemption request from the Distributor. The AMC shall directly credit the Redemption proceeds to the Investor's bank account maintained for each redemption request, provided the investor's bank account falls under the banks for which AMC has direct Credit facility.



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- 7.4 The AMC shall intimate the Distributor about the transaction status in on T+1 day, wherein T, for the purposes of this clause, refers to the business day on which the AMC has received /accepted the redemption request. The AMC shall accept the redemption requests and make payment as per the Offer Document of the respective Scheme. In case of failure in crediting the redemption proceeds in investor's bank account as provided by the Distributor with each redemption request, the AMC shall intimate the Distributor of the same within 24 hours in order to take necessary action to ensure the credit in the investor's bank account, at the earliest possible time.
- 7.5 In case of failure in crediting the Redemption proceed in investor's bank account on account of mis-match of the Investor's Bank account number, as provided by the Distributor with each redemption request, AMC may issue a payable at par cheque/demand draft /warrant favoring the investor payable at the bank city locations furnished by the Distributor, to the registered address of the investor as provided by the Distributor.

8. DIVIDENDS

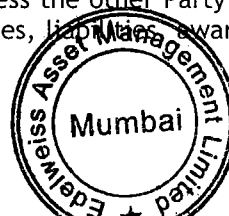
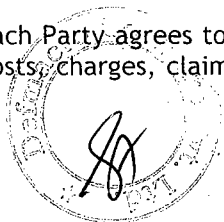
- 8.1 The AMC shall directly transfer the dividend amount (subject to tax deduction at source and other applicable taxes, if any) to the Investor's bank account details available with the AMC within the time stipulated by the applicable Regulations. In case of failure in crediting the dividend amount in such bank account of the Investor on account of mismatch of the Investor's bank account number, the AMC shall intimate the Distributor of the same within 24 hours in order to take necessary actions to ensure the credit in the investor's bank account, at the earliest possible time provided the investors bank account falls under the banks for which AMC has direct Credit facility.
- 8.2 The AMC shall provide information regarding all such credits to the Distributor in the mutually agreed formats on T+ 1basis. 'T' in this clause refers to the date on which the AMC has credited the dividend amount in the Investor's bank account.
- 8.3 The AMC shall at all times provide the details of all dividends declared on the Business Day after it is declared

9. PAYMENT:

- 9.1 The AMC shall pay to Distributor fees/ commission for the services provided as mutually agreed from time to time.
- 9.2 All payments to the Distributor shall be subject to the relevant provisions of the Income Tax Act 1961 and other applicable laws prevailing at the time of each credit / payment.
- 9.3 Fees/ commission will be paid either by account payee cheque, demand draft or any other direct credit arrangement as agreed upon by the Parties to this agreement. No fee/commission will be paid in cash.
- 9.4 In addition to the fees/ commission which the AMC may pay to the Distributor under the provisions of this Agreement, the AMC may in accordance with Regulations (but shall not be obliged to) offer incentive schemes for Distributors. The AMC may also at its discretion at any time and from time to time introduce, modify, add to, discontinue and re-introduce any such scheme or schemes.
- 9.5 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.
- 9.6 In the event any discrepancies / excess payment or over charging on account of incorrect billing raised by the Distributor is found, then the Distributor shall reimburse/allow the AMC to recover or adjust all such amounts charged to the AMC.

10. INDEMNITY

Each Party agrees to indemnify and hold harmless the other Party from and against any and all costs, charges, claims, losses, expenses, damages, interest, awards, judgments, fines and the



regulation, to internal/external auditors or advisers in respect of performing functions under this agreement or for the purpose of performing their obligations under this Agreement.

- (b) All details, documents, data, applications, software, systems, papers, statements and business / Investor information which is communicated in writing by either of the Party to the other Party shall be treated as absolutely confidential and 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 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.
- (c) 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 Party other than as may be required for the performance of the obligations under this Agreement or as may be required by law, rules and regulations.
 - (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. GRIEVANCES AND CLIENT COMPLAINTS:

In all grievances regarding payment of fees/ commission or any other amount the Distributor shall quote its exclusive code number or ARN Code - or the concerned additional code numbers as the case may be and such other details as are necessary for expediting redressal of such grievances.

14. WAIVER:

- 14.1 No failure or delay in exercising any right, power or privilege under this agreement by either of the Parties 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.
- 14.2 No waiver by either of the Parties of any breach of any of the terms of this agreement shall be effective unless such waiver is expressed in writing signed by either of the Parties and the waiver by either of the Parties 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.

15 JURISDICTION:

Any claims, disputes or differences arising under or in connection with this Agreement or anything done or omitted to be done pursuant thereto shall be subject to the exclusive jurisdiction of the civil courts in Mumbai.

16 NOTICE:

Any notice, communication or documents by a Party to the other Party may be given by personal delivery, courier, registered post or fax at the address hereinafter mentioned. The notice shall be deemed to have been served upon the Party to whom it is meant if a proof of delivery is available with the Party who has given such notice.



like which may be caused to or suffered by or made or taken against either Party arising out of or in connection with any suit, action, claim, regulatory investigation or action or the like including without limitations, any claims or proceedings by any investor against either Party: (1) due to any unauthorized, misleading, false or inaccurate information, literature or material representation relating to the schemes/Mutual Fund which is made/ issued/ given to the investors by either Party (2) directly or indirectly arising out of the breach of this Agreement by either Party or any of their personnel or of any fraudulent, improper, incorrect, wrongful or negligent act of commission and omission by either Party or any of their personnel.

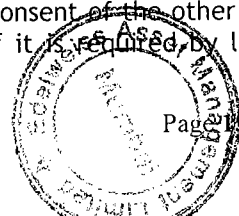
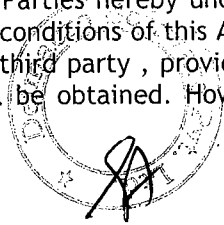
Notwithstanding the generality of the foregoing, in no circumstances shall Either party or any of its affiliates or its or their respective officers, directors, employees, agents or representatives, service providers be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this Agreement or for any loss attributable to the other party, its affiliated companies, or any person associated with them or any of them. Both the parties shall in no circumstances be liable for an amount exceeding the aggregate fees/commissions received/paid by the parties under this Agreement for [three months] preceding the date when such loss or damage arises.

11. TERMINATION:

- 11.1 This Agreement shall continue to subsist until it is terminated in accordance with the provisions of this Agreement.
- 11.2 This Agreement shall terminate forthwith if any of the Parties hereto goes into liquidation or presents or is presented with a petition for or passes a resolution for winding up, either compulsory or voluntary (save for the purposes of reconstruction or amalgamation), or makes any arrangement with its creditors or any assignment for the benefit of creditors, or if a receiver or manager of its business or undertaking is duly appointed, or if distress or execution shall be levied or threatened upon any of its property, or if it suffers any similar action in consequence of debt.
- 11.3 In the event of breach of any covenant by one Party, the other Party shall be entitled to terminate this Agreement, if the defaulting Party fails to rectify the breach within 30 days of his being notified of this same to the satisfaction of the notifying Party.
- 11.4 Notwithstanding anything to the contrary contained herein either Party shall be entitled to terminate this agreement at any time without assigning any reason by giving Thirty(30) days notice to the other Party. If termination by either Party is as a result of any statutory order such termination would be with immediate effect.
- 11.5 In the event of termination of this Agreement and the Distributor's enrollment as a distributor, the AMC shall be liable to pay to the Distributor and Distributor shall be entitled to receive, only such fees/commission/trailer fees as is payable to it in respect of business procured by it prior to the termination of this Agreement.
- 11.6 The termination of this agreement will be without prejudice to the rights and claims of either Party which may have accrued or arisen prior to the termination.
- 11.7 At the time of termination of this Agreement the Distributor shall hand over all pending application, necessary papers, forms, applications, payment instruments, documents, etc. to the AMC and give the AMC full co-operation and information to ensure and assist in the smooth transfer of all such pending applications to the AMC.

12 CONFIDENTIALITY:

- (a) The Parties hereby unconditionally agree and undertake that they shall not disclose the terms and conditions of this Agreement or disclose the information submitted under this Agreement to any third party, provided that prior to any such disclosure, written consent of the other Party shall be obtained. However, the parties can make such disclosure if it is required by law or



21. NON-FINANCIAL TRANSACTIONS

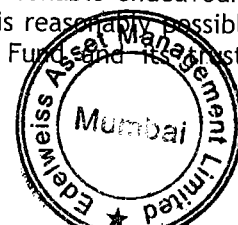
- 21.1 DISTRIBUTOR shall communicate all requests for changes in bank account, bank branch, nomination, dividend reinvestment status, etc., in respect of any folio to the AMC and/or the Authorized Registrar in the format specified in Annexure XII within 7 Business Days of the change. The AMC and / or the Authorized Registrar shall act on all valid requests in accordance with the Regulations and terms of the Offer Document(s) of the Scheme(s).
- 21.2 Acceptance or rejection of the non-financial transaction requests as enumerated hereinabove shall be sent by the AMC and/ or its Authorized Registrar within 2 Business Days from the date of receipt of such requests or such frequencies and in such formats as mutually agreed between the parties,

22. TRANSFER OF DATA FOR TRANSACTIONS

- a. The AMC confirms that its Authorized Registrar is authorized to accept the requests for transactions and send transaction related data, primarily by means of FTP Module . The AMC and / or its Authorized Registrar shall at all times send the details of all the transaction data pertaining to transactions received from DISTRIBUTOR including but not limited to acceptance, rejection, reconciliation, confirmation as regards all the orders that are placed through the Website, through FTP Module in the manner provided in Annexure IV. DISTRIBUTOR also agrees to co-operate with the AMC / its agents and representatives to establish systems to ensure secure exchange of emails / any other means of communication by way of encryption or any other means, as may be acceptable to the parties hereto, from time to time.
- b. All details in the mutually agreed format specified about Customers' Unit holdings will be sent by the AMC and/or its Authorized Registrar to DISTRIBUTOR on a monthly basis, by means of an FTP Module. Upon receipt of the same, DISTRIBUTOR shall reconcile its records with the details sent by the AMC or its Authorized Registrar within 3 Business Days
- c. All information shall be sent in the DBF file format and all non-financial transactions/requests shall be in the form of physical records/e-mail

23. REPRESENTATION AND WARRANTIES

- 23.1 The parties hereto represent and warrant that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfilment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any Court or Governmental authority) or any covenant or agreement or instrument to which the parties are now a party.
- 23.2 The parties hereby undertake and agree not to:
- (a) describe themselves as the agent or representative of the other party;
- (b) pledge the credit of the other party in any way;
- (c) make any representations to Investors or any third party or give any warranties, which may require the other party to undertake or be liable for, whether directly or indirectly, any obligation and/or responsibility to Investors or any third party.
- 23.3 DISTRIBUTOR 's sole obligation in the event of interruption of any service or loss of use and/or access to the Website shall be to use all reasonable endeavours to restore the service and / or access to the Website as soon as is reasonably possible provided that the AMC / Authorised Registrar and the Mutual Fund Trustees assume no



Notice to the AMC: Edelweiss Asset Management Ltd.
Unit No. 801,802 and 803, 8th Floor, Windsor Building, CST Road,
Vidyanagari Marg, Kalina, Mumbai - 400098
Attention : Mr. Mayur Jadhav
Phone No : 022- 40979949
Fax No : 022- 20979878
Email ID : Mayur.jadhav@edelweissfin.com

Notice to the Distributor:

Attention : Riya Prasad
Phone No : 9739096707
Email ID : riya.prasad@cleartax.in

Changes in the designated person are to be communicated in writing by the Party to the other Party.

17. 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 first endeavour to settle such differences, disputes claims or questions by amicable settlement failing which, the same shall be referred to the arbitration of two arbitrators, one to be appointed by the AMC 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 and shall be held in Mumbai and conducted in the English language. The courts in Mumbai alone shall have jurisdiction over such arbitration proceedings.

18. COUNTERPARTS:

This agreement is being executed in two counterparts and by each Party hereto on separate 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.

19. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or the applicable part of such provision and the remaining part of such provision and all other provisions of this Agreement shall continue to remain in full force and effect.

20. MISCELLANEOUS

Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of this Agreement or any clause.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed as of the day and year first above written in the stamps/stamping on Cover page/page 1, in two counterparts, one such counterpart to be retained by the AMC and the other by the Distributor.



24. INTELLECTUAL PROPERTY RIGHTS

DISTRIBUTOR shall own all Intellectual Property Rights in respect of the Website including any literature, manuals, reports, research papers, data, flow charts, drawings, designs, diagrams, tables, software, source code or object code or other information or materials (in whatever form and on whatever media stored or held), acquired (excluding data received from the AMC or any of its authorized agents or representatives pertaining to any of the Schemes of the AMC or pertaining to the AMC Group and logos, copyrights and trademarks and all Intellectual Property of the AMC), created, developed, designed or otherwise prepared by DISTRIBUTOR and all related patents, trade marks and service marks, registered designs, utility models, applications for all the foregoing; designs rights, copyrights, and all or any similar or equivalent rights arising or subsisting in any Country in the world. The provision of this clause shall survive the expiry or termination of this Agreement howsoever arising.

25. FORCE MAJEURE

Neither party hereto shall 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 hereinbelow) 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" includes any event due to any cause beyond the reasonable control of either party including, without limitation, unavailability of any communication system including internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of Government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.



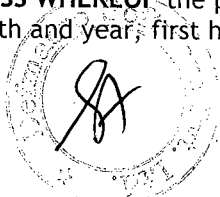
27. SUCCESSORS AND ASSIGNS

- (i) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns subject to applicable laws. Nothing in this Agreement either express or implied is intended to release the parties hereto from liability and responsibility with respect to the rights and obligations hereunder.
- (ii) A party hereto shall not assign this Agreement and/or any rights and/or obligations hereunder without the written consent of the other party. Such consent shall not be withheld unnecessarily or unreasonably by any party hereto. Provided that nothing in this clause shall limit the right of DISTRIBUTOR to assign any right and/or obligation under this Agreement to its Affiliates, without the consent of the AMC subject to applicable laws. Provided that DISTRIBUTOR shall intimate the AMC of such assignment.

28. MUTUAL ASSISTANCE

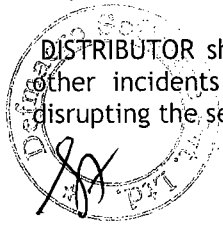
In the event that any proceedings are initiated by a third party against a party to this Agreement (the "**Party proceeded against**") in relation to the arrangement envisaged herein, the other Party shall provide all possible assistance to the party proceeded against, to defend itself in such proceedings provided that nothing in this clause shall be construed as requiring the other party to do any act which would prejudice its rights in any legal proceedings. This clause shall survive the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement at Mumbai (in duplicate) on the day, month and year, first hereinabove appearing:

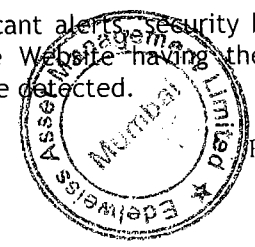



responsibility or liability whatsoever, whether direct, indirect or consequential for any transactions not processed due to non-receipt of the same from DISTRIBUTOR or on account of interruption of any service or loss of use and/or access to the Website by the Investor(s) / prospective Investor(s).

- 23.4 Without prejudice to any other provision of this Agreement, DISTRIBUTOR does not warrant that:
- (a) The Website / DISTRIBUTOR 's service will be provided uninterrupted or free from errors or that any identified defect will be immediately corrected provided that DISTRIBUTOR shall endeavour to correct all errors and / or defects within reasonable time; or
 - (b) The Website / DISTRIBUTOR's service is free from any virus or other malicious, destructive or corrupting code, program.
- 23.5 Except as provided in Clause 23.3 above, DISTRIBUTOR and the AMC / Authorised Registrar make no express or implied warranty with respect to the Website or any service provided hereunder including, without limitation, any warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose.
- 23.6 One party shall not hold the other party responsible for any breakdown/interruption or any technical flaw in the Website, Internet or the related services provided by Internet service providers or other telecommunication service providers and / or any consequent delay or failure in completion of any payment or other instructions as a consequence thereof.
- 23.7 The AMC / Authorised Registrar and DISTRIBUTOR shall, as far as practicable, ensure that high standards in terms of timeliness, quality, reliability and content of the data exchanged between the parties as envisaged under this Agreement are maintained.
- 23.8 DISTRIBUTOR hereby affirms that only those employees/agents/representatives of DISTRIBUTOR holding a valid AMFI certificate will be engaged in the sale and marketing of units of the AMC. Further, DISTRIBUTOR shall on the request of the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to obtain copies of AMFI Certificates of such employees of DISTRIBUTOR engaged in the sales and marketing of the Units of the Schemes of the AMC and DISTRIBUTOR shall forthwith furnish the same. DISTRIBUTOR also certifies that it is registered with AMFI and agrees to provide a copy of the same. It also certifies that all its employees engaged in the sales and marketing of units of the AMC are registered with AMFI and have obtained a photo identity card.
- 23.9 Each party warrants that (a) it will use reasonable endeavours using commercially available virus detection software to ensure that any pre-release software provided to the other party in pursuance of this Agreement will not be contaminated by harmful code and will notify the other party immediately if it suspects that any code pre-release software contains the harmful code and agrees to make every reasonable effort to ensure that it is removed; (b) nothing in the pre-release software will affect the performance or functionality of the pre-release software as a result of the change in year digits caused by the beginning of, or any dates in or after, the year 2000. At present, no such software is being provided by either party to another. The parties will inform each other as and when any software is provided by one party to another.
- 23.10 DISTRIBUTOR shall ensure adequate security, alerting and monitoring of the Website at all points in time.
- 23.11 DISTRIBUTOR shall advise the AMC 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.



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SIGNED AND DELIVERED BY

~~DS Chandhar~~

Smit Kewaya


through its authorized signatory

In the presence of:

SIGNED AND DELIVERED BY

EDELWEISS ASSET MANAGEMENT LIMITED

through the hands of its Authorised signatory

(X) S.S

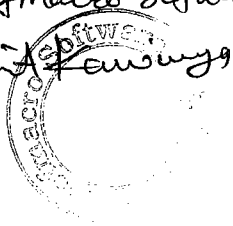
Smit


in the presence of:

- 1) Nirav Langhai
- 2) Mayur Jadhav

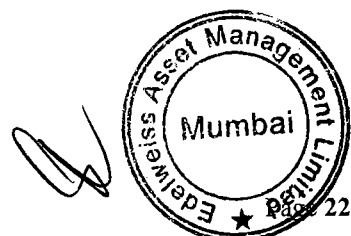
Langhai
Jadhav

For Edelweiss Asset Management Ltd

Smit Kewaya


Annexure I

Schemes offered to DISTRIBUTOR - Present comprehensive list & future schemes launched will be available unless explicitly disallowed by EDELWEISS MF.

[illegible]

In the event of a contingency where the order file cannot be generated in the agreed data format, DISTRIBUTOR will forward, by fax, the transaction feed file in a Microsoft Excel format within the cut off times. The order file, if sent by fax, will bear a rubber stamp of DISTRIBUTOR and will be signed by the authorized signatories as per the list provided by DISTRIBUTOR in this regard from time to time. The transaction feed file in the format specified in point b above would also be forwarded, as soon as the contingency is overcome and it is possible to generate the file.

However, in the event of an extreme emergency like a fire in the premises or any other contingency where the order file cannot be generated within the cut off, DISTRIBUTOR will request for an exceptional late reporting of orders, specifying clearly the nature of contingency, which caused the delay. In such an event DISTRIBUTOR will endeavour to deliver the files on a best effort basis. The order file so delivered will be executed as per the time at which the file is received by Registrar.

Any change in cut-off time to be intimated in writing to DISTRIBUTOR by the AMC in advance along with the effective date of change.

Any requests received during the shutout period or on non-business days of the respective Schemes shall also be forwarded along with the normal transaction download of the business day they pertain to.

Data file shall be uploaded through FTP module.

Any change in file structure for download by the AMC to be intimated to DISTRIBUTOR well in advance to enable DISTRIBUTOR to change interface at its end.

In the event that there are no transactions for the day, DISTRIBUTOR shall send an e-mail confirming the same at the same time that it would normally have sent the data file for transactions.

DISTRIBUTOR shall also email the details of transactions to mutual fund for all those schemes where the data is required earlier for statistical/fund management purposes. The AMC shall intimate these schemes along with the timings at which the data is required to DISTRIBUTOR.

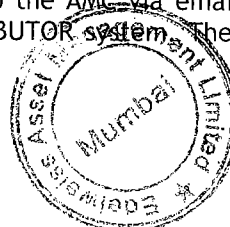
All formats mentioned in this SLA are only indicative of essential details. DISTRIBUTOR will coordinate with the Authorized Registrar & the AMC to finalise the exact format as required by the RTA, conduct test runs post which live investor transactions will be accepted by the Fund.

Confirmation of Transactions Back by the AMC

- (a) All transactions sent by DISTRIBUTOR to be processed by the AMC / Authorized Registrar and confirmation of the transactions to be made available to DISTRIBUTOR as per the data format given in Annexure IV.
- (b) In case a transaction request is rejected, the AMC / Authorized Registrar to also send DISTRIBUTOR the reasons for rejection besides the transaction type code as 'J' in the response (confirmation) file. Such rejection cases along with the reasons to be intimated to DISTRIBUTOR by the AMC via e-mail specified by DISTRIBUTOR.
- (c) Transaction confirmation to be made available to DISTRIBUTOR by the AMC / Authorized Registrar on FTP module.
- (d) Transactions attracting the current day NAV to be responded back by AMC / Registrar on the next Business Day. For example, transactions where the NAV date is March 10, should be responded back on March 11.
- (e) All Dividend Re-investment transactions should also form part of this response file with a transaction type flag 'DR' as mentioned in the file format given in Annexure IV. DISTRIBUTOR shall communicate the change in Dividend Re-investment option to the AMC via email. The AMC shall confirm the change in option, which will be updated in DISTRIBUTOR system. The same shall be a manual process.



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Annexure II

Process Note

Broad Interface Structure

A. Transaction Interface

Forwarding of Transactions Received at DISTRIBUTOR
Confirmation of Transactions /Transaction Response

B. Information Interface

Daily NAV Details
Investor Transaction Statement
Investor Unit Balances as on Date

C. Investor Debit / Credit Interface

Debit of Investor's account and Credit to MF
Credit to Investor's Account

D. Scheme Master Data Interface.

E. Queries & Escalations

A. Transaction Interface

Forwarding of Transactions Received at DISTRIBUTOR

DISTRIBUTOR will generate a data file (in the format mutually agreed between both parties) of the transaction received for the day and will send the same to the Registrars for execution. The file format of the order file is specified in Annexure III

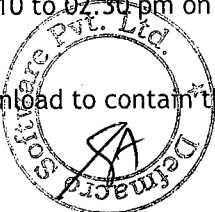
DISTRIBUTOR will Upload thru FTP module the transaction feed file for the day, so as to reach the Registrars and the AMC at least 30 minutes before the cut off time of the respective schemes. The cut of time are mentioned below. The time of stamping on the transaction feed print out at the registrar's end will be considered as the time of acceptance of the transaction feed file.

The order file uploaded /faxed / E-mailed after the agreed cut-off times will be construed as having been received after the cut-off time and will be processed for the next day's NAV. The registrar will highlight such exceptions by a return mail within an hour of receipt of the order file, advising that the file will be processed for NAV of the next day.

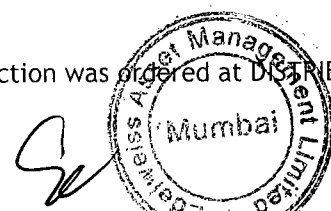
DISTRIBUTOR shall forward the following transaction types: Purchase, Redemption and Switch, SIP, SWP, STP and DTP.

- (a) There would be two files to be sent to AMC / Authorized Registrar every day. The transaction file would contain the transactions from 1.31 pm of the previous day to 1.30pm of the current day for Liquid schemes purchase and 2.31 pm of the previous day to 2.30 pm of the current day for Liquid Fund redemption and 2.31 p.m of the previous day to 2.30 pm of the current day for Equity and other schemes for redemption and purchases. For example, file sent on March 10 before 1.30pm would contain all the transactions reported till 1.30 pm. on that day for Liquid fund redemptions and the file sent on March 11 before 1.30 pm would contain all transactions reported after 1.31 pm on March 10 to 1.30 am on March 11. Similarly for file sent on March 10 at 2.30 hrs would contain all the transactions reported before 2.30 p.m. on that day for Equity and Other Schemes and the file sent on March 11 at 2.30 p.m. hrs would contain all transactions reported after 02.31 p.m. on March 10 to 02.30 pm on March 11.

Download to contain the entire requisite details when the transaction was ordered at DISTRIBUTOR.



Signature



Credit to Investor's Account

Redemption / Dividend Payout Credits

- (a) The AMC should directly credit the investor's bank account for the redemptions and dividend payouts. The information of these redemptions and payouts should be given to DISTRIBUTOR on a daily basis in the format as per annexure IV.

D. Scheme Master Details

- (a) DISTRIBUTOR has defined the Scheme Related details in its master database based on the reading of offer documents / Scheme Masters provided by the AMC.
- (b) The AMC / Registrar to intimate DISTRIBUTOR about any change in the above Scheme master details in advance.
- (a) The AMC / Registrar to provide scheme master details in the format as per annexure IX.
- (a) The AMC / Registrar to periodically intimate DISTRIBUTOR about the following details Scheme wise
- Record Date for dividend (to be intimated by e-mail)
 - Shut-Out Period (to be intimated by 21st of every month)
 - Non-Business Days.
 - Any other details impacting the Scheme



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- (f) Any change in file structure for response file to be intimated to DISTRIBUTOR well in advance to enable DISTRIBUTOR to change interface at its end.
- (g) DISTRIBUTOR shall generate an exception report of all transactions pending for response beyond three Business Days and shall intimate the same to the AMC /Authorized Registrar for immediate action thereon.

B. Information Interface

Daily NAV Details

- (a) Scheme code wise NAV on every Business Day to be made available to DISTRIBUTOR on FTP module by the Registrars as per the data format given in Annexure VI.
- (b) Any change in file structure for response file to be intimated to DISTRIBUTOR well in advance to enable DISTRIBUTOR to change interface at its end.

Investor Transaction Statement

DISTRIBUTOR shall print a consolidated statement of accounts in the format as mutually agreed to by the parties and cause the same to be sent to the Investors at such periods as may be mutually agreed. Provided that DISTRIBUTOR shall be responsible and shall indemnify the Authorized Registrar for any misuse of the stationary if made available to it. Provided also that DISTRIBUTOR shall not be responsible for any misuse attributable to The AMC and/or the Authorized Registrar.

Investor Unit Balances

The AMC /Authorized Registrar to provide DISTRIBUTOR the physical holding statement of all DISTRIBUTOR Investors at the end of financial year. DISTRIBUTOR shall also reconcile the unit balances on a monthly basis.

C. Investor Debit/Credit Interface

Debit of Investors' account and credit to MF

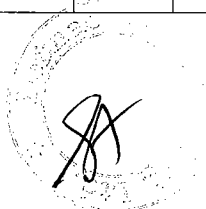
- (a) The AMC shall open current account(s) with **Citibank**. The AMC shall have the choice of opening either a scheme wise bank account or a consolidated (types of) bank accounts. The account numbers of such account / accounts shall be intimated to DISTRIBUTOR by The AMC on establishment/opening of such accounts.
- (b) DISTRIBUTOR shall open pool account through which all transfers from Investors bank account to The AMC's bank account shall take place.
- (c) Client while buying Mutual Fund units shall transfer the funds from his own bank account to the pool account opened by DISTRIBUTOR.
- (d) The funds would be transferred to The AMC's bank account before the transaction file is sent. A detail statement showing transaction wise break up of the funds transferred would be given as per annexure VII.
- (e) If any transaction is rejected then The AMC / Registrars shall transfer back the funds, which have been debited, from the Investors account by DISTRIBUTOR, to the respective investor account as provided by DISTRIBUTOR.



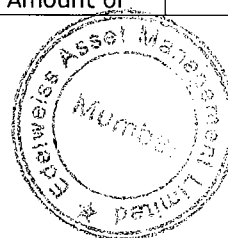
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Sl No	Name	Required Structure			Sample Value	Remarks	Additional Information	
		Type	Width	Decimal			Mandatory / Optional	Master files
						code)		
11	FIRST_NAME	CHARACTER	70		Name	Name of first holder	Mandatory	
12	JONT_NAME1	CHARACTER	35		Joint Name 1	Name of 1st Joint Holder (mandatory in case of Joint Holding or Anyone or Survivor)	Optional	
13	JONT_NAME2	CHARACTER	35		Joint Name 2	Name of 2nd Joint Holder (mandatory in case of Joint Holding or Anyone or Survivor)	Optional	
14	ADD1	CHARACTER	40		House No. etc	Address of the Investor	Mandatory	
15	ADD2	CHARACTER	40		Street Name	Address of the Investor	Mandatory	
16	ADD3	CHARACTER	40		Area Name	Address of the Investor	Mandatory	
17	CITY	CHARACTER	35		City Name	Address of the Investor	Mandatory	
18	PINCODE	CHARACTER	15		Pin Code	Address of the Investor	Mandatory	
19	PHONE_OFF	CHARACTER	35		02212345678	Office Phone Number of the Investor	Optional	
20	MOBILE_NO	CHARACTER	15			Mobile number of the investor	Optional	
21	TRXN_DATE	DATE	8		dd/mm/yyyy	Date of the transaction	Mandatory	
22	TRXN_TIME	CHARACTER	10		13:14:21	format hh:mm:ss as character string	Mandatory	
23	UNITS	NUMERIC	25	3		For a purchase transactions, Full Redemption, Full Switchout and SwitchIn Transactions will be Blank. For Partial Redemption and Partial Switch-Out either Amount or Units (any one) will be entered.	Mandatory	
24	AMOUNT	NUMERIC	25	2	5000.00	For Full Redemption, Full Switchout and SwitchIn Transactions will be Blank. For Partial Redemption and Partial Switch-Out either Amount or	Mandatory	



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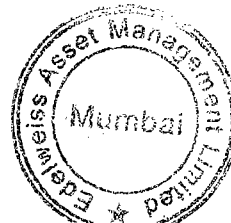
Annexure III

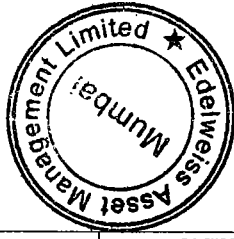
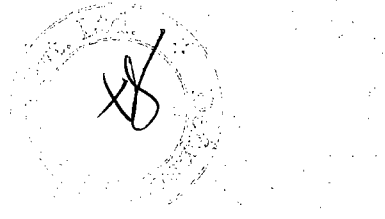
Data Structure of Reporting File (uploadable)

Sl No	Name	Required Structure			Sample Value	Remarks	Additional Information	
		Type	Width	Decimal			Mandatory / Optional	Master files
1	AMC_CODE	CHARACTER	3		ABC	Three Character AMC code (Refer Master File)	Mandatory	Click for Master File
2	BROKE_CD	CHARACTER	20		ARN-0000	Contains ARN Code issued by AMFI, in case of NON ARN code, default mapped to ARN Code based on Login	Mandatory	
3	SBBR_CODE	CHARACTER	15		1234	Sub Broker Code	Optional	
4	User_Code	CHARACTER	10		Testing	Unique user Code as assigned by Karvy at the time of Testing	Mandatory	
5	USR_TXN_NO	CHARACTER	8		1234	User Trxnno will be assigned by the Distributor and will be Unique to the transaction. It will not be duplicated except for Switch. For Switch txn User Trxnno will be same for Switch In & Switch Out with the same folio	Mandatory	
6	AppL_No	CHARACTER	10		A1234	Application Number will be a unique number which will be inturn communicated to you through reverse confirmation feed.	Optional	
7	FOLIO_NO	CHARACTER	15		12345678901	Will be blank for Fresh Purchase transactions	Mandatory	
8	Ck_DIG_NO	CHARACTER	10			Cheque Digit No - Not Applicable	Optional	
9	TRXN_TYPE	CHARACTER	7		P	P-Purchase R-Redemption SO-Switch Out SI-Switch In	Mandatory	
10	SCH_CODE	CHARACTER	5		GFGP	Scheme code as specified by Registrars or AMC (Four character	Mandatory	



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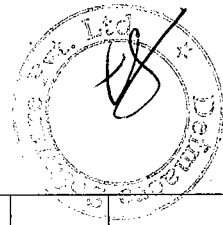


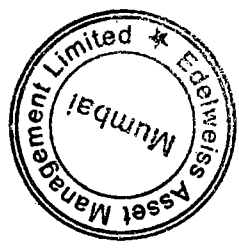
SI No	Name	Required Structure			Sample Value	Remarks	Additional Information
		Type	Width	Decimal			
39	HOLD_NATUR	CHARACTER	2		JO	SI - Single JO - Joint AS - Anyone or Survivor	Mandatory
40	OCC_CODE	CHARACTER	2		1	Occupation Code (Plz refer Master File)	Mandatory Click for Master File
41	TAX_STATUS	CHARACTER	2		01	Tax Status Code (Plz refer Master File)	Mandatory Click for Master File
42	REMARKS	CHARACTER	250			if any	Optional
43	STATE	CHARACTER	2			State Code (Plz refer master file)	Optional Click for Master File
44	PAN_2_HLDR	CHARACTER	40		2nd Holder PAN	PAN Number of the 2nd Unit Holder (mandatory in case of Joint Holding or Anyone or Survivor)	Mandatory
45	PAN_3_HLDR	CHARACTER	40		3rd Holder PAN	PAN Number of the 3rd Unit Holder (mandatory in case of Joint Holding or Anyone or Survivor)	Mandatory
46	Guard_PAN	CHARACTER	40		3rd Holder PAN	Guardian PAN (mandatory if the 1st holder is Minor)	Mandatory
47	LOCATION	CHARACTER	10		M4	Location Code (Plz refer master file)	Mandatory Click for Master File
48	UINno	CHARACTER	10			MAPIN Number of the Investor	Optional
49	FORM6061	CHARACTER	1				Optional
50	FORM6061J1	CHARACTER	1				Optional
51	FORM6061J2	CHARACTER	1				Optional
52	PAY_MEC	CHARACTER	1			Preferred payment mechanism for redemptions & dividends. "C" - Cheque, "D" - Direct Credit, "E" - ECS, "R" - RTGS, "N" - NEFT, "Blank" - Default payment mechanism as applicable	Mandatory

Sl No	Name	Required Structure			Sample Value	Remarks	Additional Information
		Type	Width	Decimal			

						Units (any one) will be entered. Purchase transaction Amount will be provided	
25	CLOS_AC_CH	CHARACTER	1			For All Units for Switch-out or Redemption this field will be filled in as "Y", where Units and Amount provide as Blank) Otherwise it will be blank	Mandatory
26	DOB	DATE			dd/mm/yyyy	Date of Birth of the Investor	Optional
27	GUARDIAN	CHARACTER	35			Guardian Name in case of Minor Investor (Mandatory in case of Minor Investor)	Optional
28	TAX_NUMBER	CHARACTER	40		1st Holder Pan	PAN Number of the 1st Unit Holder	Mandatory
29	PHONE_RES	CHARACTER	35		02287654321	Residence Phone Number of the Investor	Optional
30	FAX_OFF	CHARACTER	35		02223456789	Office FAX Number of the Investor	Optional
31	FAX_RES	CHARACTER	35		02298765432	Residence FAX Number of the Investor	Optional
32	EMAIL	CHARACTER	50		email@email.com	Email ID of the Investor	Optional
33	ACCT_NO	CHARACTER	40		0012345678901	Bank account number of investor	Mandatory
34	ACCT_TYPE	CHARACTER	5		SB	Bank Account Type (refer master file)	Mandatory Click for Master File
35	BANK_NAME	CHARACTER	40		Bank	Name of the Investor Bank	Mandatory
36	BR_NAME	CHARACTER	40		Street Name etc	Name of the Bank branch	Mandatory
37	BANK_CITY	CHARACTER	35		City Name	Name of the City where the Bank Branch	Mandatory
38	REINV_TAG	CHARACTER	1		Z	N-Dividend Payout Option Y-Dividend Reinvest Option Z-Growth Option	Mandatory



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SI No	Name	Required Structure			Sample Value	Remarks	Additional Information	
		Type	Width	Decimal			Mandatory / Optional	Master files
65	KYC_FLG	CHARACTER	1		Y / N	Flag - Y -KYC completed and documents available with you Flag - N -KYC not available	Mandatory	

(1) There is no separate Transaction Type for SIP/SWP/STP, these transactions will be Sent / Upload as separate datafeeds with subject as SIP feeds / Upload thru Special product Option

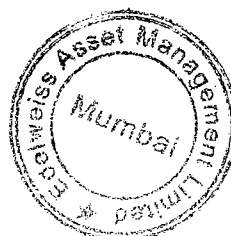
SIP/SWP/STP transactions

- (a) SIP transactions will have the Transaction Type P
- (b) SWP transactions will have the Transaction Type R
- (c) STP transactions will have the Transaction Type SO and SI

(2) There is no separate Transaction Type for additional purchases. The transaction type will be P and the presence of the folio number will indicate that the transaction is an additional purchase



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SI No	Name	Required Structure			Sample Value	Remarks	Additional Information	
		Type	Width	Decimal			Mandatory / Optional	Master files
53	RTGS_CD	CHARACTER	11			Mandatory in case PAY_MECH given as "R"	Optional	
54	NEFT_CD	CHARACTER	15			Mandatory in case PAY_MECH given as "N"	Optional	
55	MICR_CD	CHARACTER	9				Optional	
56	DEPBANK	CHARACTER	40		Bank Name	Bank Name in which the investment Purchase amount /funds were transferred (Mandatory for Purchase)	Mandatory	
57	DEP_ACNO	CHARACTER	50		00123456789	Bank Account No in which the Investment Amount / funds Deposited (Mandatory for Purchases)	Mandatory	
58	DEP_DATE	Date			dd/mm/yyyy	Date on which the Investment amount is Deposited (Mandatory for Purchases)	Mandatory	
59	DEP_RFNo	CHARACTER	25		111111	Referece number which is available in bank statement to identify the credit or User Tr No (given in field 5) (Mandatory for Purchases)	Mandatory for purchases	
60	SUB_TRXN_T	CHARACTER	6		Normal / S	"Normal" - Normal Transactions "S" - SIP Transaction	Mandatory	
61	SIP_RFNO	CHARACTER	25		22222222	It is Mandatory where SUB_TRXN_T Column as "S" (first SIP user Tr No.	Mandatory	
62	SIP_RGDT	Date			01/01/1900	SIP Ristration Date - as mentioned as SUB_TRXN_T Column as "S"	Mandatory	
63	NOM_NAME	CHARACTER	40			Name of the Nominee	Optional	
64	NOM_RELA	CHARACTER	40			Relation with the 1st holder (Mandatory in case of Nominee name (Field No. 63)	Mandatory	



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Annexure V

Scheme Bank Detail

Bank Name	Account Number	A/c Title/No	High Value	MICR



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nnexure IV

Sl No	Name	Required Structure				Sample Value/ Link Field from Reporting File
		Description	Type	Width	Decimal	
1	AMC_CODE	AMC Code	Character	3		(Field 1)
2	FOLIO_NUMB	Folio	Character	16		12345678901 (Field 7)
3	PRODUCT_CO	Scheme Code	Character	8		(Field 10)
4	PRODUCT_NA	Scheme Description	Character	200		Scheme Description
5	INVESTOR_N	Investor Name	Character	70		Some Name (Field 11)
6	TRANSACTION	Transaction Type	Character	7		P,R,SI,SO (Field 9) if "J" Rejection
7	TRANSACTIONO	Transaction Number	Numeric	16	0	123456
8	TRANSACTION1	TRANSACTION1	Character	1		
9	TRANSACTION2	TRANSACTION2	Character	1		
10	USERCODE	User Code	Character	10		(Field 4)
11	USER_TRANSACTION	User Transaction No	Character	16		1234 (Field 5)
12	VALUE_DATE	Transaction Date	Date	8	4	01/25/2006
13	POSTED_DAT	Process date	Date	8	3	01/26/2006
14	PRICE	Price	Numeric	16	2	10.80
15	UNITS	Units	Numeric	16		462.963
16	AMOUNT	Amount	Numeric	16		5000.00 (Field 23)
17	BROKER_COD	Broker Code	Character	20		(Field 2)
18	SUBBROKER_	Sub Broker Code	Character	15		(Field 3)
19	BROKER_PER	Brokerage Percentage	Character	10		
20	BROKER_AMO	Brokerage Amount	Character	10		
21	DUMMY1	Dummy	Character	10		
22	REPORT_DAT	Report Date	Date	8	2	01/26/2006
23	DUMMY2	DUMMY2	Character	10		
24	DUMMY3	DUMMY3	Character	10		
25	APPLICATION	Application numbers	Character	20		A1234 (Field 6)
26	TRXN_NATUR	Transaction Description	Character	100		New Purchase
27	TAX_STATUS	Tax Status	Character	2		01 (Field 40)
28	ALT_BROKER	ALT_BROKER	Character	10		
29	ALT_FOLIO	ALT_FOLIO	Character	10		
30	REINVEST_F	REINVEST_F	Character	1		Y (Field 37)
31	OLD_FOLIO	OLD_FOLIO	Character	10		
32	STT	STT	Numeric	20		0.00

* Confirmation Feed will be downloaded from our FTP Module



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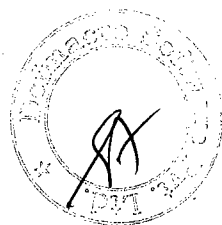


Annexure VII

Data structure in which bank transfer details are to be provided or as per format provided by Registrar

Field Sequence	Data Item	Data Type	Maximum Width	Remarks
1	AMC Code	Character	3	
2	MF Bank A/C No.	Number	10	
3	Scheme Code	Number	5	
4	Folio No	Character	10	
5	Transaction ID	Number	10	
6	Transaction Date	Date		
7	Amount	Number	20	

This report would be segregated bank wise.



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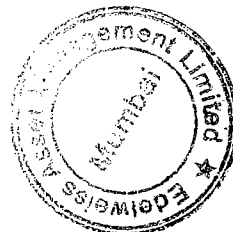
Annexure VI

NAV Data Feed as per format provided by Registrar

Fields	Field Descriptions	Sample Data
PRODCODE	Scheme code	SSGP
NAME	Scheme Description	Star Share
NAV_DATE	Name Date	1/1/1900
NAV_VALUE	Nav Value	10.000



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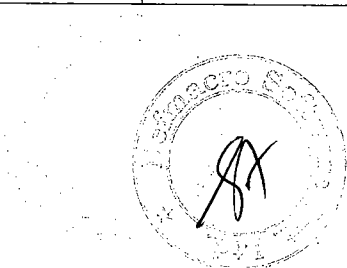
Annexure IX

Scheme Master Details (SEPARATE XLS ATTACHED) Master File for Bank Account Type

Description	Code
Current Account	CA
Saving Bank	SB
NRI - Repatriable (NRE)	NRE
NRI - Repatriable (NRO)	NRO
Others	OTHERS

Master File for Location Code

Location Code	Location
A1	Agra
A2	Ahmedabad
A3	Ajmer
A4	Allahabad
A5	Amritsar
A6	Anand
A7	Asansol
A8	Aurangabad
B1	Bangalore
B2	Baroda
B3	Bharuch
B4	Bhavnagar
B5	Bhopal
B6	Bhubaneswar
C1	Calicut
C2	Chandigarh
C3	Chennai
C4	Coimbatore
D1	Dehradun
D2	Dharwad
D3	Dubai
D4	Durgapur
E1	Erode
G1	Guntur



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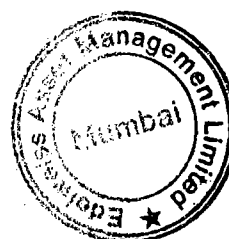


Annexure VIII

QUERIES / ESCALATIONS

Queries raised by distributor or AMC needs to be resolved within 2 business day by the other party. Statement request made by Distributor to AMC to be resolved within 2 business days from the request date. Unresolved queries aging beyond the turnaround may be escalated to the next level as per the following grid.

	DISTRIBUTOR	AMC
First level contact	Abhishek Singla Tel : 9785033255 E-mail: abhishek.singla@cleartax.in	Distributor.amc@edelweissfin.com
Escalation 1 Level	Mrs. Dhananjay Mishra Tel : 9742689879 E-mail: ghananjay.mishra@cleartax.in	Mukul Bhattacharya Tel: 022-40979821 Email: cs.mumbai@edelweissfin.com
Escalation 2 Level	Srivatsan Chari Tel : 9757494467 E-mail: srivatsan@cleartax.in	Mayur Jadhav Tel: 022-40979949 Email: Mayur.Jadhav@edelweissfin.com



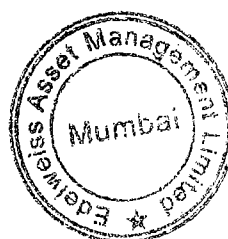
Location Code	Location
T4	Trivandrum
U1	Udaipur
V1	Varanasi
V2	Vashi
V3	Vijayawada

Master File for State Code

State	State Code
Andhra Pradesh	01
Arunachal Pradesh	02
Assam	03
Bihar	04
Chandigarh	05
Delhi	06
Goa	07
Gujarat	08
Haryana	09
Himachal Pradesh	10
Jammu And Kashmir	11
Karnataka	12
Kerala	13
Madhya Pradesh	14
Maharashtra	15
Manipur	16
Meghalaya	17
Mizoram	18
Nagaland	19
Orissa	20
Punjab	21
Rajasthan	22
Tamil Nadu	23
Tripura	24
Uttar Pradesh	25
West Bengal	26



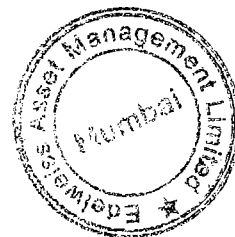
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Location Code	Location
G2	Guwahati
H1	Hubli
H2	Hyderabad
I1	Indore
J1	Jaipur
J2	Jalandhar
J3	Jalgaon
J4	Jamnagar
J5	Jamshedpur
J6	Jodpur
K1	Kanpur
K2	Karaikudi
K3	Kochi
K4	Kolkata
K5	Kota
K6	Kottayam
L1	Lucknow
L2	Ludhiana
M1	Mangalore
M2	Meerut
M3	Moradabad
M4	Mumbai
M5	Mysore
N1	Nagpur
N2	Nasik
N3	New Delhi
P1	Panjim
P2	Patna
P3	Pondicherry
P4	Pune
R1	Raipur
R2	Rajahmundry
R3	Rajkot
R4	Ranchi
S1	Salem
S2	Siliguri
S3	Surat
T1	Tirunelveli
T2	Tirupur
T3	Trichy



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Annexure X

List of contact persons/ authorised signatories of the AMC

Transaction and Bank related Activities

Mr. Mayur Jadhav
Tel: 022-40979949
Email: Mayur.jadhav@edelweissfin.com

Fax : 022-40979949

Legal Activities

Ms. Vijayalaxmi Khatri
Tel: 022-40979960
E-mail: Vijayalaxmi.Khatri@edelweissfin.com

Fax : 022-40979968

Distribution Activities

Mr. George Jose
Tel: 022-40979939
Email: George.Jose@edelweissfin.com

Fax : 022-40979878

Marketing & Promotion Activities

Mr. Mugdha Ghag
Tel: 022-40979970
E-mail: Mugdha.Ghag@edelweissfin.com

Fax: 022-40979970

Financial & Accounting Activities

Mr. George Jose
Tel: 022-40979939
Email: George.Jose@edelweissfin.com

Fax : 022-40979878



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Master File for Tax Status

Description	Code
Individual	01
On Behalf Of Minor	02
HUF	03
Company	04
AOP/BOI	05
Partnership	06
Body Corporate	07
Trust	08
Society	09
Others	10
NRI - Repatriable (NRE)	21
Overseas Corporate Body	22
Foreign Institutional Investor	23
NRI - Others	24
Overseas Corporate Body - Others	25
NRI-HUF	26
Provident Fund - EPF	31
Super Annuation Fund	32
Gratuity Fund	33
NRI - On Behalf Of Minor	27
Bank / Financial Institution	12
Sole Proprietorship	13
Pension Fund	34
NRI - Repatriable (NRO)	11

Master File for Occupation Code

Description	Code
Service	1
Business	2
Student	3
Household	4
Professional	5
Farmer	6
Retired	7
Others	8



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Karvy Escalation Matrix

Sl.No	Name of the person	Emailid	Contact No.
1	Special Tie-ups' Team	sdtieups@karvy.com sdsupport@karvy.com	040 - 3321 5383/5381/5384
2	Mr. Talab Bin Salam	talab.binsalam@karvy.com	040 - 3321 5375
3	Mr. Dinesh Panyam	dinesh.panyam@karvy.com	040 - 3321 5378



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Annexure XI

List of contact persons/ Authorised Signatories of the DISTRIBUTOR

Transaction Activities

Name - Durga Devi

Tel: - 9663819040

Email- durga@cleartax.in

Bank related Activities:

Name -Sumit Kawariya

Tel: -9036500520

Email- sumit.kawariya@cleartax.in

Legal Activities:

Name - Riya Prasad

Tel: - 9739096707

Email riya.prasad@cleartax.in

Distribution Activities

Name - Sumit Kawariya

Tel: - 9036500520

Email sumit.kawariya@cleartax.in

Marketing & Promotion Activities

Name - Aquibur Rahman

Tel: - 7840846222

Email aquibur.rahman@cleartax.in

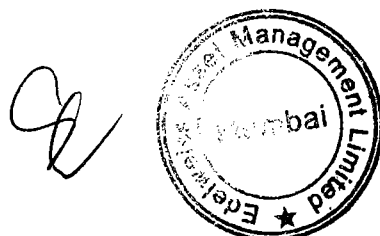
Financial & Accounting Activities

Name -Sumit Kawariya

Tel: -9036500520

Email sumit.kawariya@cleartax.in

To be notified by distributor with respective Board Resolution as applicable for any changes in the above during the term of this agreement



SI No	Filed Name	Field	Required Structure			Sample Value
		Description	Type	Width	Decimal	
23	Pan2	Pan2	Character	10		ABCDE1234F
24	Pan3	Pan3	Character	10		ABCDE1234F
25	Bank Name	Bank Name	Character	40		bank Name
26	Bank Acno	Bank Account Number	Character	20		1204000478963
27	bank ac type	bank Account Type	Character	8		SB / CA / NRE / NRO / Others
28	Bank Branch	Bank Branch	Character	40		Address
29	Bank City	Bank City	Character	40		Mumbai
30	Nominee Name	Nominee Name	Character	40		Nom Name
31	Nominee Relation	Nominee Relation	Character	30		Nom Relation

NCT code	NCT Description
BK01	Update Bank Details
EM02	Update Emailid
NM03	Nominee Details
PF04	Update Phone and fax Number
MD05	Modified Dividend
SC06	Change of Status & Category
MH07	Mode of Holding

Modified Flag

Modified Flag to be provided

Flag "Y" for Reinvestment

Flag "N" for Payout

The above format is common for all type of NCT, hence based on NCT code, details are updated

Documents are mandatory for below mentioned NCTs

- 1 Consolidation of Folios
- 2 Transmission
- 3 Conversion from offline to online Viceversa
- 4 Change of broker code
- 5 Change of Name



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Annexure XII

Data structure for receiving data on Dividend Declarations OR as provided by AMC

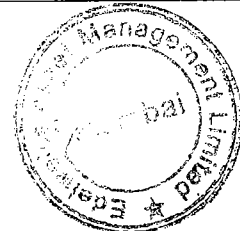
Field Sequence	Field Name	Data Type	Maximum Width	Remarks
1	AMC Code	Character	3	
2	Scheme code	Character	5	
3	Scheme Name	Character	100	
4	Date of Declaration	Date		
5	Dividend Amount per unit	Number	20(17.2)	
6	Record Date	Date		
7	Shut Down period Start Date	Date		
8	Shut Down period End Date	Date		
9	Expected Date of Payment	Date		
10	Actual Date of Payment	Date		
11	Date & Time Stamp	Date & time		

Data Structure of NCT (Non Commercial Transactions)

Sl No	Filed Name	Field	Required Structure			Sample Value
		Description	Type	Width	Decimal	
1	Fund	Fund	Character	3		MF
2	Folio	Folio	Character	15		123456
3	Investor Name	Investor Name	Character	70		Investor Name
4	Scheme code	Scheme code	Character	5		ABCD
5	NCT code	NCT codes	Character	8		BK01
6	NCT Description	NCT Description	Character	70		Updation of Bank details
7	Mode of Hold	MOH Code	Character	2		SI or JO or AS
8	Satus	Status Code	Character	2		01/02/03 etc
9	Category	Category Code	Character	2		11/ 21 /22
10	Modified Flag	Dividend Flag	Character	1		Y or N
11	Add1	Add1	Character	40		Address 1
12	Add2	Add2	Character	40		Address 2
13	Add3	Add3	Character	40		Address 3
14	City	City	Character	40		City Name
15	State	State	Character	40		State Name
16	Pincode	Pincode	Character	15		123456
17	Phone resi	Phone resi	Character	10		1234589632
18	Phone Off	Phone Off	Character	10		14587963
19	fax resi	fax resi	Character	10		1258963
20	fax Off	fax Off	Character	10		1258963
21	Email	Email	Character	40		mail@email.com
22	Pan1	Pan1	Character	10		ABCDE1234F



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Other Reports provided are

Data Structure of Reconciliation Report

Fields	Field Descriptions	Sample Data
FOLIOCHK	Folio	12345
INV_NAME	Investor Name	Karvy
ADDRESS1	Address	123
ADDRESS2	Address	hyderabad house
ADDRESS3	Address	hyderabad street
CITY	City	Hyderabad
PINCODE	Pincode	123456
PRODUCT	Schemecode	BFGP
SCH_NAME	Scheme Description	BANKING FUND - DIVIDEND PLAN
REP_DATE	Report Date	01/01/1900
CLOS_BAL	Balance Units	1
RUPEE_BAL	Balance Units	10
SUBBROK	Sub Broker Code	0

