

**iFAST ASSOCIATE EMPANELMENT AGREEMENT**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20

**BETWEEN**

**iFAST Financial India Private Limited**, a Company incorporated under Companies Act, 1956 and having its registered office at 1, Ground Floor, Raheja Titanium, Western Express Highway, Goregaon (E), Mumbai 400 063, (hereinafter referred to as "**iFAST**", which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the one part;

**AND**

**Mr./Mrs./Ms.** \_\_\_\_\_, an individual Indian Inhabitant residing at \_\_\_\_\_, (hereinafter referred to as "**iFAST Associate**" or "**IFA**", which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors and administrators) of the other part.

**OR**

**M/s.** \_\_\_\_\_, a Sole Proprietor Concern / Partnership / Association of Persons / HUF/ \_\_\_\_\_ having its office at \_\_\_\_\_, and acting through its Proprietor / Partner / Authorized Person/ Karta (hereinafter referred to as "**iFAST Associate**" or "**IFA**", which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators and include successors and assigns) of the other part.

**OR**

**M/s.** \_\_\_\_\_, a company incorporated under Companies Act, 1956 and having its registered office at \_\_\_\_\_ (hereinafter referred to as "**iFAST Associate**" or "**IFA**", which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors and assigns) of the other part.

iFAST and IFA are hereinafter collectively referred to as "Parties" and individually as "Party".

**WHEREAS:**

- A. iFAST is a body corporate constituted under the laws of India and is registered with the Association of Mutual Funds in India (AMFI) having AMFI Registration No. ARN-67218 and with Securities and Exchange Board of India (SEBI) as an Investment Adviser having Registration No. INA000000763.
- B. iFAST has set up a website viz. [www.ifastfinancial.co.in](http://www.ifastfinancial.co.in) (the "Site") for the purposes of, *inter alia*, making available information on various financial products, including in particular, Units of Mutual Funds and for providing investment and transaction processing services to investment advisers and mutual fund distributors.

- C. The IFA has been registered with Association of Mutual Funds in India ("AMFI") to market and distribute the Mutual Funds and is desirous of offering Mutual Funds using iFAST platform to its Customers and/or registered with SEBI as an Investment Adviser.
- D. The IFA is desirous of participating in and utilizing the Site and the Services (as defined below) and iFAST is agreeable to allowing the IFA to participate in and utilize the Site and providing the Services on the terms and conditions hereinafter appearing, including the terms and conditions governing the investment account of each of the Customers (which are expressly incorporated by reference into this Agreement).

**NOW IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION :**

- (a) In this Agreement (including the above Recitals) and in the Schedules hereto, unless the context otherwise requires, the following expressions shall have the respective meanings set out against them:

**"AMFI"** means the Association of Mutual Funds in India.

**"AMC"** Means an Asset Management Company licensed by Securities and Exchange Board of India ("**SEBI**") as an asset manager.

**"Customer"** means any person who, at the recommendation and solicitation of the IFA opens and maintains an investment account with iFAST in connection with the Services or for investment in any of the Mutual Funds or financial products offered by iFAST under this Agreement. Any such person is deemed to be a customer of the IFA.

**"Customer Confidential Information"** means any information about the Customers which iFAST obtains from the IFA, the Customer directly or from any other party on behalf of the Customer.

**"iFAST Associate (IFA)"** means and includes any person registered with Association of Mutual Funds in India ("AMFI") or such other regulatory authority to act as a distributor of financial products including Units of the scheme of Mutual Funds offered for distribution by iFAST and/or any person registered with Securities and Exchange Board of India (SEBI) as an Investment Adviser.

**"IFA Representative"** means and includes any employee / officer / sub-associate / sub-broker of FA or any other person representing for and on behalf of IFA by whatever name called.

**"Intellectual Property"** means all patents, trademarks, logos, permits, service marks, brands, trade names, trade secrets, proprietary information and knowledge, technology, computer programs, databases, copyrights, licenses, franchises, formulae, designs, rights of confidential information and all other intellectual property.

**"Key Information Memorandum (KIM)"** means the Abridged Offer Document and prospectus of the mutual fund that is a part of the scheme's application form.

**"Mutual Funds"** means, a trust set up under the provisions of the Indian Trusts Act, 1882 and registered with SEBI under the SEBI Regulations.

**"Offer Document (OD) /Scheme Information Document (SID)/Statement of Additional Information (SAI)"** shall mean the document issued by AMC offering Units of the scheme(s)/plans for subscription along with any addendum or changes to such Scheme Information Document (SID) /Statement of Additional Information (SAI) as may be made or issued by AMC from time to time.

**"Order"** means any authorization, request, instruction or order given or transmitted to iFAST by any representative or authorized employees of the FA (notified by the FA to iFAST in writing or by any other means as agreed between the parties from time to time) on behalf of any Customer, under this Agreement .

**"Products"** shall mean the financial products, mutual funds, portfolio management schemes, and any other financial and non financial products offered by or made available through iFAST from time to time, (as the same may amended by iFAST from time to time at its discretion and notified in writing to the IFA) ("financial products").

**"Product Provider"** means an entity offering any Product on iFAST platform, including any Products through Wrap Account.

**"Transaction"** means all transactions, including but not limited to any purchase, redemption / sale or switch / transfer, made in any of the financial products offered through iFAST, in any manner or mode, either directly or indirectly, to the Customer of the IFA at any point of time.

**"SEBI"** Securities and Exchange Board of India.

**"Services"** means the investment and processing services provided by iFAST, more particularly set out in Schedule 1.

**"Sub-associate"** means a person who represents IFA for selling and distribution of financial products or mutual funds and shall inter alia include any sub-broker, agent, consultant, investment advisor, channel partner or such other person(s) by whatever name called involved in advising and/or selling and distribution of Products offered by iFAST.

**"Units"** shall mean the interest of the Customer in an undivided share in the net assets of a scheme of the Mutual Funds or as defined by SEBI or Scheme Information Document/Statement of Additional Information from time to time.

**"Website/ iFAST Platform"** shall mean [www.ifastfinancial.co.in](http://www.ifastfinancial.co.in) and such other internet sites maintained/launched/designated by iFAST to enable

online transactions in various financial products, including units of the Mutual Funds to its Customers.

**“Wrap Account”** means an account whereby a Customer consolidates his investments (including but not limited to Mutual Funds) to which the FA provides regular investment advice.

**“Wrap Fees”** means the recurrent fee charged by Product Providers or iFAST as the case may be based on the aggregate value of investments including cash balance in the Customer's Wrap Account held through iFAST platform.

- (b) Words importing a firm or corporation include also a person. Words importing the neutral gender include the masculine and feminine genders and vice-versa.
- (c) Words importing only the singular number include the plural number and vice-versa.
- (d) References in this Agreement to any obligation of the IFA, or any breach by the IFA of any terms and conditions in this Agreement, shall be construed as extending to the IFA's representatives, employees, sub-associates, agents, contractors and such other persons appointed or engaged by the IFA to provide investment advisory services and/or sell/market financial products to the Customers.
- (e) References to the clauses and schedules are references to clauses of, and schedules to, this Agreement. Headings in this Agreement are inserted for ease of reference and shall not affect their interpretations.
- (f) References in this Agreement to iFAST shall be construed as extending to iFAST's employees, agents, contractors and such other persons appointed or engaged by iFAST to perform the Services and, to the extent that they relate to functions delegated by iFAST to a nominee or other similar person appointed by iFAST, include the same.

## **2. TERMS OF APPOINTMENT**

The IFA is hereby empanelled by iFAST subject to satisfactory fulfillment of below mentioned criteria:

- i) Any person entity seeking empanelment as an IFA shall be qualified as per relevant laws, regulations and rules to carry out the business of investment advisory and / or distribution of financial products offered by iFAST. IFA shall be eligible to sell only those products offered by iFAST for which they are eligible to sell under the governing regulations from time to time.
- ii) IFA including IFA representatives have not violated any of the regulations and/or guidelines or directives or statutes and declares that IFA including representatives are not debarred/suspended from carrying on its normal activities. Provided however that, if IFA is found guilty of violation or breach of any of the terms and conditions enumerated herein then in such event IFA shall be liable to compensate iFAST by way of indemnity for all costs, losses,

expenses, penalties and outgoings including legal fees and expenses incurred or suffered by iFAST.

- iii) In case of legal entity other than individual being appointed as IFA, such entity shall designate an individual person (IFA representative) within the entity who is authorized to act and undertake all the functions and actions/decisions on behalf of the IFA.
- iv) More specifically, IFA/IFA Representative/s must have cleared such certifications or tests at such time as may be required by AMFI/SEBI or any other regulatory body required to provide investment advice and/or distribute financial products including Mutual Funds offered by iFAST.
- v) IFA also certifies that in the course of its business, it shall adhere to the applicable Code of Conduct as prescribed by AMFI and/or 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. IFA further undertakes to provide a certificate to that effect or any other certificate that iFAST/AMC/AMFI/SEBI may prescribe on an annual basis or at such frequencies as may be determined by iFAST from time to time provided that iFAST notifies IFA previously in writing as to such frequencies. It also acknowledges that it is not entitled to receive commission on its own investments and shall inform iFAST if it receives such commission, erroneously or otherwise and shall forthwith reimburse such amounts to iFAST. IFA also undertakes that it will ensure that all its underlying associates comply with the applicable regulations and guidelines issued by SEBI, AMFI or any other regulatory body. IFA also undertakes that it will ensure that on iFAST's request, the sub-associates provide iFAST all such certificates and other documents required to be produced by them by law or any authority having the force of law, as and when demanded by iFAST.
- vi) In case of non-individual IFA, the IFA represents that the IFA Representative/s, have the authority to bind the IFA to this Agreement and that the IFA shall sign this Agreement through an authorized signatory. Further, all the actions of such IFA Representative/s shall have a binding effect on the IFA itself, including but not limited to any transaction, signing of any subscription service Agreement, any request or nomination, etc, and that any acts of commission and/or omissions of such an IFA Representative/s shall be construed as any acts of commission and/or omissions of the IFA.
- vii) The relationship between the IFA and iFAST shall be on a principal-to-principal basis. The IFA shall have no right whatsoever to bind or act on behalf of iFAST so as to bind, make party to any contractual or legal relationship, authorize on behalf of, engage iFAST to any action, contract, understanding, including this Agreement, with any third party, for whatever reasons.
- viii) The IFA is appointed by iFAST for such roles, duties or tasks, assigned and explicitly communicated to the IFA by iFAST from time to time and as further stated in this Agreement.
- ix) The IFA by virtue of this Agreement is eligible to earn commissions and/or fees on business mobilized falling under their unique identification code as

assigned by iFAST. iFAST shall communicate the rates separately from time to time.

- x) The IFA who is an individual/sole proprietor shall be eligible to appoint a nominee to whom the benefits of any commission/fees due shall accrue upon the death of the IFA and the Services shall be deemed to be terminated from the date of the death of the IFA.
- xi) iFAST grants the IFA a non-transferable, revocable and non-exclusive license to use website and other online facilities for bonafide purposes only.

### **3. PARTICIPATION AND USE OF THE SITE AND SERVICES**

- (a) In consideration of the premises herein and subject to the terms and conditions set out in this Agreement, iFAST agrees to:
  - (i) allow the IFA to participate in and utilize the research information and marketing materials made available to the IFA on the Site or through such other media as the Parties may agree ("Site Information"); and
  - (ii) provide the Services to the IFA.
- (b) Any information or materials provided by iFAST on the Site or through such other media may be utilized by the IFA for the purposes of procuring subscriptions from Customers in any of the Mutual Funds or any other financial products available with iFAST and in accordance with the terms of this Agreement.
- (c) The IFA may incorporate excerpts or portions of such information or materials and is permitted to use, reproduce, publish, distribute and display such information and materials provided that such information or materials shall not be taken out of context or reproduced, published or displayed in such a manner that may be misleading or may misrepresent any information relating to the Mutual Funds or other Products. Provided further that the IFA agrees to abide by such other reasonable terms and conditions which may be imposed from time to time by iFAST governing the use of such information or materials on the Site.
- (d) The IFA shall take all reasonable steps and impose such terms and conditions governing the use of or access to the Site by any of the IFA's employees, representatives and officers or the use of any other website developed, controlled, managed or maintained by the IFA ("IFA website") in which any information or materials referred to in the preceding clause may be reproduced, published or displayed.
- (e) The IFA acknowledges that iFAST is and will continue to remain the lawful owner of all proprietary rights, title and interest, including all intellectual property rights and all goodwill associated therewith, relating to or arising out of the Site and such information or materials which may be displayed on the Site.
- (f) Notwithstanding clause 3(a), iFAST shall have the right at any time and from time to time to prevent or disallow the IFA from participating in and utilizing

the Site Information or to suspend the provision of all or any part of its Services if iFAST is of the opinion or is notified that the IFA is subject to and/or is the subject of any investigation or inquiry by any government or regulatory authority.

#### **4. POWERS OF IFA**

- (a) Subject to the terms and conditions of this Agreement, iFAST hereby appoints the IFA in respect of the following activities:-
- (i) provide investment advice to its Customers on the financial products offered by iFAST.
  - (ii) promote and market the financial products offered by iFAST including Units of Mutual Funds to its Customers to procure subscriptions for Units in such Mutual Funds through iFAST.
  - (iii) forward to iFAST all the transaction requests of its Customers for, and act as a liaison and coordinator between iFAST and its Customers in respect of purchases, redemptions, transfers, cancellation and switching of Units, and matters in connection therewith;
  - (iv) make available to its Customers printed copies and/or electronic copies of up-to-date OD / SID/ SAI / KIM, prospectuses, factsheets, marketing materials and any other factual information of the type which the relevant AMC would circulate to holders of Units of the Mutual Funds (the "Materials") where such Materials are received from or provided by iFAST to the IFA for the purposes of Purchase of Units; and
  - (v) forthwith notify Customers and take all necessary and reasonable steps to inform Customers in the event that any of the Mutual Funds may no longer be invested into under this Agreement (for whatever reason) or is terminated or discontinued or proposed to be terminated or discontinued by the AMC,

subject to the terms and conditions of this Agreement. The IFA shall have only those powers, discretions, authorities and duties which are expressly specified in this Agreement.

- (b) Notwithstanding the provisions of Clause 4(a) above, iFAST hereby expressly reserves the right to sell or otherwise promote the sale of financial products by such means and on such other terms and conditions as iFAST may determine in its sole and absolute discretion.
- (c) The IFA shall have no authority to accept applications for Units on behalf of iFAST, or any product provider and shall in no circumstances have any power to enter into any transaction on behalf of or in any other way to bind iFAST and/or any product provider or to pledge the credit of iFAST, or any product provider.
- (d) iFAST shall at all times deal and liaise with the IFA solely and directly and shall not be under any duty or obligation to attend to or in any way deal or liaise

with any of the Customers except to the extent expressly specified in this Agreement.

## **5. PROCEDURES FOR TRANSACTIONS**

(a) The IFA shall comply with the terms and conditions set out between the parties for the purchase, switching, transfer, cancellation and redemption of Units in the AMCs. Notwithstanding any provision to the contrary in this Agreement, all Transactions effected shall at all times be subject to the terms and conditions governing investment accounts opened by the Customers (as the same may be reasonably amended by iFAST from time to time). iFAST shall give the IFA prior written notice of any such amendment.

### **(b) Orders for Units in AMC**

(i) The IFA shall forward all Customers' Orders to iFAST for the purpose of execution. Upon the receipt of such Order and all other documents for the execution of such Order, iFAST shall forward such Order to the relevant Product Provider, after such Order is consolidated either daily or from time to time by iFAST together with orders placed by iFAST's other customers or clients for the purposes of placement of the orders by iFAST with the relevant Product Provider.

(ii) The IFA acknowledges that any Product Provider which receives any order from iFAST is not obliged to accept the order in part or whole and is subject to the provisions set out in the respective OD / SID/ SIA of the respective schemes of the mutual fund or as may be prescribed by SEBI Regulations from time to time and such other terms and conditions provided herein and as agreed between the parties. iFAST shall not be liable or responsible for any action or rejection on the part of any Product Provider in respect of any order. iFAST shall have no responsibility or liability for ensuring that the relevant AMC allots, redeems, switches or transfers the relevant Units in an Order or for any losses or expenses whatsoever, including any loss of investment opportunity which any Customer may suffer or incur as a result of any refusal to accept or delay in accepting such order by the AMC.

(iii) The IFA acknowledges that the purchase prices and redemption (realization) prices are determined by the AMC in accordance with the OD/ SID/ SAI. Accordingly, any price or value quoted by iFAST to the IFA and/or Customer (whether on the Site or otherwise) in respect of any Unit in any AMC is not conclusive and the IFA hereby agrees that in placing any Order, it is not relying on any such information provided to it by iFAST.

(c) The relevant fees and charges imposed by and payable to iFAST for all Orders for Units (including processing fees and such other fees and expenses imposed by any third party) shall be set out in the terms and conditions governing the Customer's investment account with iFAST.

(d) Prior to the IFA providing a list of the names of all officers/employees (together with their specimen signatures) authorized and empowered by the IFA to give any Orders to iFAST, iFAST shall be entitled to rely and act on the



Orders received from the IFA Representatives in accordance with this Agreement. iFAST shall not be liable for relying on such Orders or any act or omission arising from such reliance.

## **6. UNDERTAKINGS OF IFA**

The IFA warrants, represents and undertakes that:

- (a) it has the necessary power and authority to enter into and perform this Agreement (and is duly authorized by each Customer) on the terms hereof and is not and shall not by virtue hereof be in contravention of any provision of any contract or other documents to which it is a party or under which it is bound;
- (b) it is in the legitimate business of providing services as an Investment Adviser, in particular, those services advertised on the Site as services provided by the IFA and has obtained and shall maintain all the necessary consents, approvals, licenses, permits and compliances, as the case may be from the relevant persons, including governmental and regulatory authorities, for such services;
- (c) it shall at all times be solely responsible for keeping iFAST informed of any and all material changes in its address, telephone numbers, facsimile numbers, email address and all particulars of the IFA provided to iFAST, as soon as such changes have occurred and at the latest within one (1) week of any such change taking effect;
- (d) any information or materials provided to iFAST for publication or display on the Site or in iFAST's publicity materials shall not:
  - (i) infringe the intellectual property rights or other rights of any persons; and
  - (ii) be fraudulent, inaccurate, defamatory, scandalous, obscene, improper or of such nature which contravenes any laws, rules of governmental regulations or subject iFAST to any action, proceedings or demands from any persons by reason of the contents appearing on the Site or in such publicity materials;
- (e) it shall at all times comply with the applicable provisions of AMFI/SEBI and its regulations, notifications and guidelines, including any subsequent amendment or variation, and all written directions, guidelines, circular, notification and notices issued by AMFI/SEBI or any other regulatory bodies from time to time;
- (f) it shall at all times during the continuance of this Agreement, in good faith use its reasonable endeavours to make available to Customers the materials supplied by iFAST (including, without limitation, the OD/SID/SAI/KIM (where applicable) the latest periodic reports and any other materials of the relevant AMC) in respect of the Mutual Funds for the purposes of procuring subscriptions of Units. It shall not make any forecast, representation or give any warranties in relation to any Mutual Fund other than those set out in the latest materials;

- (g) it shall perform its duties and obligations under this Agreement with all reasonable care, skill and diligence;
- (h) it shall use all reasonable care and diligence in preparing, calculating, compiling and providing any statistical data, analysis, report, representation, recommendation and advice and that it shall be solely responsible and liable to any Customer in respect of such data, analysis, report, representation, recommendation or advice (collectively, the "Data") and all Losses (if any) arising there from except where such Data constitutes material provided by iFAST. For the avoidance of doubt, iFAST shall not be liable in any way whatsoever for any such Losses which may be caused to the IFA or its Customers hereunder;
- (i) it shall not delegate to any person the performance of any of the duties and obligations of the IFA hereunder without the prior written consent of iFAST, which consent shall not be unreasonably withheld;
- (j) it shall obtain and at all times maintain all relevant authorizations, certifications, licenses and registrations necessary for the purposes of the performance by it of any of its duties and obligations hereunder and shall comply with all applicable laws and regulations in India;
- (k) it shall inform iFAST as soon as reasonably practicable if at any time it becomes unable to comply with or maintain any of the authorizations, certifications, licenses or registrations referred to in paragraph (j) above;
- (l) in the performance of its duties under this Agreement, it:-
  - (i) shall only make available all or any of the financial products in the course of and pursuant to its duties and obligations under this Agreement by providing the information and Materials supplied by iFAST pursuant to clause 7(a) and as may be required by law or regulation; and
  - (ii) shall have full and absolute discretion in matters concerning:-
    - (a) the IFA's relationship with Customers; and
    - (b) the market position or image of the IFA in India or elsewhere in the world;
- (m) it shall regularly access the Site for information on or any updates relating to new financial products offered by iFAST;
- (n) all Orders and/or Transactions carried out by the IFA or by the Customers are bona fide and where any Orders and/or Transactions are carried out by the IFA on behalf of a Customer, it has obtained the Customer's full consent and authorization in respect of each Order and/or Transaction and shall furnish evidence of the same upon iFAST's request;
- (o) it shall at all times act in the best interest of its Customers and shall take all reasonable steps to safeguard and/or protect its Customers' financial interest;

- (p) it is aware that the SEBI has issued guidelines under the Prevention of Money Laundering Act, 2002 ("PMLA") requiring Mutual Funds to follow enhanced Know Your Client ("KYC") norms. IFA shall ensure that, applicants must be KYC compliant while investing with any SEBI registered Mutual Fund in accordance with the prevailing laws/guidelines as in force at the time of his investments. However in case of Non KYC-Customer, IFA agrees to collect such documents from the Customers as are required by iFAST/Product Provider for complying with KYC norms in accordance with SEBI/regulatory/government regulations or guidelines applicable to the mutual fund activities. IFA shall also provide such assistance as is reasonably requested by iFAST to comply with its obligations under the PMLA. IFA shall forthwith notify iFAST of any Transaction and/or Order found to be suspicious or involving money laundering in connection with which a report is required to be made to Financial Intelligence Unit-India (FIU-IND), New Delhi as a suspicious transaction.
- (q) it shall ensure and undertake to implement all reasonable measures and internal controls so as to monitor and ensure that none of the Transactions or Orders submitted by the IFA to iFAST on its Customers' behalf shall be cancelled, rejected or fail, whether due to errors or omissions in the Orders submitted or for any other reason whatsoever. The IFA shall be fully responsible for any Losses arising out of a cancelled or failed Order or trade initiated by the IFA on the iFAST website and shall indemnify iFAST for any such Losses it may be liable to pay the Product Provider or any other third party in respect of such cancelled, rejected or failed Order or trade.
- (r) it shall not and shall ensure that neither of its employees, agents or representatives shall hold themselves out to be employees or representatives of iFAST.
- (s) it shall comply with all applicable laws and statutes as may be applicable to the industry in which it operates, in relation to its employees, and shall produce certified true copies of certificates, permissions and approvals obtained pursuant to any such laws, on demand by iFAST. The IFA understands that it is its responsibility to settle all claims, damages, demands made by its employees and shall at all times, keep iFAST indemnified from all such claims and damages arising due to the acts and representations of the employees, representatives and agents of the service provider.

## **7. DUTIES OF iFAST**

iFAST hereby undertakes and agrees with the IFA that it shall:-

- (a) at all times during the continuance of this Agreement be responsible for providing and supplying the IFA with sufficient up-to-date editions of all promotional and advertising literature, publications and materials in relation to the various financial products, which are received by iFAST from the relevant Product Provider from time to time;
- (b) provide accurately and in writing any information relating to any Product Provider within the knowledge of iFAST which may reasonably be requested by the IFA on behalf of any Customer provided that nothing in this clause shall create any obligation or relationship between iFAST and any of the Customers;

- (c) without prejudice to the generality of Clause 14 of this Agreement, not release any information relating to any Customer (if disclosed to iFAST) to a third party for the purpose of marketing financial products to such Customers;
- (d) obtain and at all times maintain all relevant authorizations, certification, licenses and registrations necessary to enable it to perform any of its duties and obligations hereunder and shall comply with all applicable laws and regulations in India;
- (e) inform the IFA as soon as reasonably practicable if at any time it becomes unable to maintain any of the authorizations, licenses or registrations referred to in paragraph (d) above;
- (f) at its sole discretion, inform the IFA from time to time of new Products including Mutual Funds offered by iFAST;
- (g) ensure that any information provided by it whether on the Site, pursuant to clause 7(a) is not inaccurate, false or misleading;
- (h) at all times be duly empowered and authorized by the relevant Product Provider to:- (1) promote and distribute the various financial products (subject to the notification by iFAST that the promotion of any particular financial product is discontinued); and (2) appoint the IFA as its sub-associate in connection therewith;
- (i) it shall at all times be solely responsible for keeping the IFA informed of any and all material changes in its address, telephone numbers, facsimile numbers, email address and all particulars of iFAST provided to the IFA, as soon as such changes have occurred and at the latest within one (1) week of any such change taking effect; and
- (j) it shall inform the Customers in case of change in distributor from iFAST to the IFA and shall also inform the AMC of the same as per the AMFI Best Practice Guidelines Circular No. 11/2007-08 dated 5<sup>th</sup> September, 2007 or such other guidelines as may be prescribed by AMFI/SEBI or other regulatory authorities in this connection.
- (k) it shall do all that is reasonable to ensure the Site is and continues to be fully operational, secure and free from viruses or any other element that may compromise the confidentiality or integrity of data or the processing of Transactions.

## **8. IFA'S COMMISSION AND / OR FEES**

- (a) The upfront commission shall be payable by iFAST to the IFA at such rates as may be communicated by iFAST to the IFA from time to time. This amount shall be normally payable within 25 days from the end of the month in which the relevant purchase transactions / investments have been processed or within such extended time as may be agreed to by iFAST in writing.
- (b) Any other commission / percentage of Wrap fee shall be payable to IFA at such rates as may be communicated to IFA by iFAST from time to time. This amount shall be normally payable within 56 days after the end of every

calendar quarter, as the case may be, or within such extended time as may be agreed to by iFAST in writing.

- (c) All the commission rates / fees payable to the IFA shall be inclusive of taxes, charges, deductions etc. payable on such amounts at the prevailing rates for the time being in force.
- (d) All the commission / Wrap Fee shall be due, upon receipt of the same to iFAST from the respective Product Providers for investment made by Customer through iFAST Platform.
- (e) The commission and / or fees shall only be paid subject to the IFA's fulfillment of the necessary statutory, regulatory and / or legal obligation or guidelines as laid down by such regulatory bodies and any norms specifically formulated by iFAST and as revised from time to time.
- (f) The rate of such commission / fees / brokerage may differ across Products, AMCs, Product Providers etc. The IFA acknowledges that such rates are market dependent and may differ / change over time due to the market factors. The IFA further acknowledges that the rate structure may be changed at any time in future on some or all past, existing and / or future transactions and that such rate changes may take place with retrospective effect. IFA shall not hold iFAST responsible for any loss incurred as not anticipated and arising out of any revision in the rate of commission or change fees by Product Provider / AMC / issuer of financial products. In cases where an Product Provider / AMC / issuer of financial products initiates recovery of fees in relation to any business procured by the IFA, such commission and/or fees already paid to the FA would be recovered from them proportionately, and for all such business where the commission and / or fees is yet to be paid, the same shall be netted off. The mode of payment of commission / Wrap Fees along with any other fees will be through direct credit in their respective bank account.
- (g) IFA agrees and undertakes that all taxes, charges, levies, cess and other amounts as levied by any governmental or regulatory authority and as amended from time to time and required to be borne by IFA shall be responsibility of IFA.
- (h) In case IFA receives any sum of money from iFAST which is not due or payable to IFA, iFAST shall be entitled to recover all such amounts as are wrongly paid to IFA.
- (i) Upon the expiry/termination of the IFA's empanelment under the Agreement, the IFA shall be entitled to no other amount or commission from iFAST as the terms of this Agreement. Notwithstanding the aforesaid, the sole right that the FA shall enjoy upon expiry/ termination is the right to any commission payable by iFAST to FA and any commission that is rightfully due to FA and the FA is eligible to receive that commission within the regulatory framework prior to such expiry or termination.
- (j) IFA shall not be entitled to receive any commission, incentives or such payments by whatever name called, from iFAST in case such payments are either expressly or impliedly barred by SEBI/AMFI/ any other regulatory authority by virtue of the IFAs registration with SEBI/AMFI/any other regulatory

authority. In such case, the onus shall lie on the IFA to prove that such payment shall not be violative of any applicable provisions of SEBI/AMFI/ other regulatory authorities and to provide to iFAST such documentation as iFAST may demand in order to make such payment to the IFA.

- (k) IFA shall promptly inform iFAST of any additional registration / certification which the IFA obtains from any regulatory authority, subsequent to the execution of this Agreement wherein any payments contemplated to be made to the IFA under this Agreement shall be violative of any applicable legal provisions prescribed by such regulatory authority.

## **9. APPOINTMENT OF SUB-ASSOCIATES BY IFA**

- 1 IFA may appoint any number of sub-associates as it deems fit and necessary, provided however that each such sub-associate appointed by the IFA shall have all the necessary qualifications, necessary approvals or licenses required to act in such capacity and the IFA will be responsible for the acts of the sub-associates.
- 2 IFA shall in particular ensure that its sub-associates (and if the sub-associates is a firm / company or any other artificial person, then all its employees, agents, servants and representatives engaged in sales and marketing of Units of the scheme) have obtained prescribed registrations, qualifications and certifications as required by regulatory authorities and that such registrations, qualifications and certifications are valid. The IFA shall provide to iFAST copies of such registrations, certifications and qualifications as may be demanded by iFAST.
- 3 IFA also undertakes that it will ensure that all its sub-associates comply with the Regulations and Guidelines issued by SEBI, AMFI or any other regulatory bodies or as may be stipulated by iFAST / AMC / Product Provider from time to time, in relation to their business. The IFA also undertakes that it will ensure that the sub-associate provides all such certificates, any other document / information as may be stipulated by regulatory authorities or iFAST or the AMC / Product Provider, from time to time.
- 4 IFA agrees that iFAST shall have no privity of contract with such sub-associates so appointed by the IFA and that iFAST/AMC/ Product Provider shall not be liable for any act or omission of the sub-associate and that IFA shall be solely responsible for all the acts and deeds of such sub-associates.
- 5 IFA agrees that the agreement if any, between the IFA and sub-associate(s) shall not contain any clauses, which are contrary to what is stated in this Agreement. However, if the said Agreement contains clauses, which require prior approval of iFAST, the said clauses shall be effective only after such approval is obtained by the IFA from iFAST in writing.
- 6 IFA shall be responsible for supervising the activities of such sub-associates appointed by it and shall be responsible to ensure that each sub-associate shall act at all times in compliance with all applicable laws and rules.

- 7 IFA shall ensure that the sub-associate (and if the sub-associate is a firm / company or any other artificial person then all its employees, agents, servants and representatives) shall at all times observe confidentiality.
- 8 iFAST will not be responsible for payment of any compensation or brokerage/ fees/ commission to sub-associates and any payment to such sub-associates shall be the sole responsibility and liability of the IFA;

## **10. LIABILITY**

- (a) It is hereby understood and agreed by the IFA that no liability shall be imputed upon iFAST for:
  - (i) any failure, malfunction and/or unavailability of the Site unless such failure, malfunction and/or unavailability arises solely as a result of any willful default on the part of iFAST;
  - (ii) any dispute arising from any aspect of the aforesaid between the IFA and any Customer or Losses (if any) arising thereby unless such dispute arises solely as a result of any willful default on the part of iFAST; and/or
  - (iii) any misstatement, misrepresentation or mistake made by the IFA.
- (b) In no event shall the Parties be liable for any indirect or consequential loss or damage including but not limited to loss of revenue, profit, anticipated savings or business arising out of any default, negligence or other act or omission with respect to this Agreement

## **11. DISPUTE**

Subject to iFAST doing all that it reasonably can to assist the IFA:

- (i) iFAST shall not be involved in any dispute or claim that may arise between any Customer and the IFA, save where such dispute or claim arises out of any breach by iFAST of its obligations under this Agreement.
- (ii) The IFA agrees to deal with all complaints made by any Customer in respect of goods and services procured through the Site in like manner as if such goods and/or services had been provided by the IFA.

## **12. LAW AND ARBITRATION**

- (A) The provisions of this Agreement shall be governed by, and construed in accordance with Indian laws.
- (B) Arbitration:
  - (i) Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

- (ii) The arbitral tribunal shall compose of a sole arbitrator appointed by iFAST.
  - (iii) The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai
  - (iv) The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
  - (v) The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the apex courts having jurisdiction.
  - (vi) The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and subject to Indian laws.
  - (vii) Notwithstanding the existence of any dispute, the Parties shall continue to perform their respective obligations under this Agreement pending resolution of the dispute without regard to the dispute, insofar as those obligations are not the subject matter of the dispute.
- (C) Notwithstanding the above, the Parties shall be entitled to approach the Court of appropriate jurisdiction in Mumbai for the grant of any interim or equitable relief.

### **13. INDEMNITY & EXCLUSION OF LIABILITY**

- (a) The IFA hereby agrees and undertakes to fully indemnify and keep iFAST harmless from and against any and all losses, expenses, damages, claims, proceedings, cost (including the legal costs and out-of-pocket expenses on an indemnity basis) ("Losses") which iFAST may incur as a result of (1) any negligence, misconduct, neglect or fraud by the IFA or any of the IFA's employees, sub-associates, agents or representative; (2) any act carried out by the IFA or any of the IFA's employees, agents, sub-associates or representative/s which falls outside the scope of the IFA's powers under this Agreement; or (3) any act or omission constituting or resulting in a breach of this Agreement by the IFA in the course of performing or the failure to perform its duties and obligations under this Agreement; (4) any act or omission in connection with any default or fraud committed or carried out by the Customers.
- (b) The Parties hereto agree that iFAST shall not be liable for any Losses whatsoever as may be suffered, incurred or sustained by the IFA arising from or in connection with (1) its participation in and use of any information on the Site or the Services, (2) any act or omission by a Customer, or (3) any other person unless and subject always to Clause 10, such Losses are suffered, incurred or sustained by the IFA as a result of any breach by iFAST of its obligations and/or warranties under this Agreement.



- (c) iFAST shall not be liable for any Losses whatsoever caused to any person caused by, arising out of or in connection with any of the following:-
- (i) any loss or damage caused by equipment or software, unless provided by iFAST;
  - (ii) the installation, maintenance or operation of any software or hardware, including but not limited to smart card readers, telecommunication devices or electronic fund transfer systems provided by any bank or financial institution or payment aggregator which iFAST did not install or is not obliged to maintain or operate;
  - (iii) any computer or system virus interference(s) including but not limited to "Trojan Horses" and other harmful components that may interfere with the Customer's or the FA's own internal systems;
  - (iv) any destruction, alteration, use, publication of or any discrepancies or errors in any other data or information transmitted between the IFA, the Customer and iFAST through the Site;
  - (v) any direct, indirect or consequential loss or damage or loss of profits (whether foreseeable by iFAST or not) arising out of or related to the utilization of the services in the Site;
  - (vi) any fraudulent activity by any person (including, but not limited to, the IFA, its employees, agents, sub-associates and Customers),

#### **14. CONFIDENTIALITY**

- (a) The Parties will maintain utmost confidentiality regarding the contents of this Agreement at all times and neither Party will make any announcement to the public or to any third party regarding the arrangements contemplated by this Agreement without the consent of the other party. Each Party (the "Recipient") shall at all times during the term of this Agreement and after its termination keep all information relating to the business, processes, and operations of the other Party (the "Disclosing Party") and all confidential information supplied by the Disclosing Party, including Customer Confidential Information (collectively, "Confidential Information") confidential and accordingly not to disclose any Confidential Information to any other person or use such Confidential Information to the detriment of the Disclosing Party. Any Confidential Information may be disclosed by the Recipient to any governmental or other authority or regulatory body; or any employees of the Recipient, to such extent only as is necessary for the purposes contemplated by this Agreement, or as is required by law and subject in each case to the Recipient using its best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- (b) However, the obligation of confidentiality shall not apply to any information which is (a) in the public domain through no fault of the receiving party, (b) rightfully received from a third party without any obligation of confidentiality, (c) rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party, (d) independently

developed by the receiving party, (e) generally made available to third parties without any restriction on disclosure, or (f) communicated in response to a valid order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement.

- (c) Upon termination of this Agreement, the IFA agrees to immediately return to iFAST all records or other tangible documents or other fixation of Confidential Information, which contain, embody or disclose, in whole or in part any such information.
- (d) Injunctive Relief. Each Party agrees that: (a) a breach of this Section by a Party may cause the other Party irreparable injury for which it may have no adequate remedy at law; (b) in the event of a breach or threatened breach of such obligations, the other Party shall be entitled to seek preliminary and other injunctive relief, to the extent necessary to enjoin such breach or threatened breach; and (c) such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies or rights that a Party shall have at law or in equity.
- (e) Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

## **15. TRADEMARKS AND LOGOS**

- (a) The IFA agrees that any Trade Marks, Logos, trade names or identifying slogans which are the property of iFAST cannot be used by the IFA for any purpose except, with the prior written consent of iFAST.
- (b) The IFA will not publish, nor cause to be published any advertisement or make any representations oral or written with respect to the any Trade Marks, Logos, trade names or identifying slogans of iFAST.

## **16. NOTICES**

Unless otherwise provided herein or agreed to in writing by the Parties, all notices or other communications required or permitted hereunder shall be in writing, delivered personally or by facsimile transmission or electronic mail or pre-paid registered mail at the respective addresses set forth herein below:

**For iFAST:** iFAST Financial India Private Limited

Add: 1, Ground Floor, Raheja Titanium,  
Western Express Highway, Goregaon (E),  
Mumbai 400 063.

Tel: +91 22-42199400

Fax: +91 22-42199499

Email: [compliance.in@ifastfinancial.com](mailto:compliance.in@ifastfinancial.com)

For the attention of: Ms. Deepashri Shanbhag, Compliance Officer

**For FA:**

Add:

Tel:

Fax:

Email:

For the attention of:

All such notices and communications that are:-

- (a) hand delivered, will be deemed to be received upon delivery;
- (b) delivered by air courier service, will be deemed to be received on the 3<sup>rd</sup> Working Day following the day on which they were deposited in the courier service;
- (c) given by facsimile transmission, will be deemed to be received upon transmission, it being agreed that the burden of proving receipt will be on the sender of such notice or communication and such burden will be satisfied by a transmission report generated by the sender's facsimile machine showing the relevant number of pages, the correct destination facsimile machine number and the result of the transmission as "OK";
- (d) given by electronic mail, will be deemed to be received upon transmission, it being agreed that the burden of proving receipt will be on the sender of such notice or communication and such burden will be satisfied by a transmission report generated by the sender's computer showing that the e-mail to the recipient's e-mail address has been delivered;

**17. ASSIGNMENT**

- (a) The IFA shall not assign or transfer its rights and obligations hereunder to any third party without the prior written approval of iFAST.
- (b) This Agreement shall be binding on the Parties and their respective successors and permitted assigns.

**18. SEVERABILITY**

This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable, it shall not affect any other term or provision hereof, and this Agreement shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein. Any such invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

**19. WAIVER**

The failure or delay by either Party at any time to require observance or performance by the other Party of any of the provisions of this Agreement shall in no way affect such Party's right to require such observance or performance at any time thereafter, nor shall the waiver by either Party of a breach of any provision hereof be taken or

held to be a waiver of any succeeding breach of such provision. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies otherwise provided by law, in equity or otherwise.

## **20. FORCE MAJEURE**

Neither Party 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 below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

Whenever a force majeure event or a disaster causes the IFA to allocate limited resources between or among iFAST and its own work, iFAST shall receive at least the same priority in respect of such allocation as the highest priority given to the IFA's own work.

"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.

## **21. TERM AND TERMINATION**

- (a) This Agreement shall become effective and subject to paragraph (d) below shall remain in force and effect for an initial period of twelve (12) months (the "Initial Period") from (i) the date hereof or (ii) the date the FA is licensed to market the Mutual Funds, or such other mandatory license / certification whichever is later and thereafter unless terminated in accordance with the terms of this Agreement.
- (b) Either Party to this Agreement may elect to terminate this Agreement by giving Sixty (60) days' prior notice in writing to the other Party of its intention to do so.
- (c) Unless already terminated in accordance with this Agreement, this Agreement shall be automatically renewed for further periods of one (1) year. Each renewal of the term shall be upon such new rates, commission, charges and fees and any additional terms and conditions as may be mutually agreed upon then between the IFA and iFAST, in writing.
- (d) Notwithstanding Clause 21(a) and Clause 21(b) above, either Party (the "Non-Defaulting Party") shall have the right at any time to give immediate notice in writing to the other party (the "Defaulting Party") to terminate this Agreement forthwith:
  - (i) if in the opinion of the Non-Defaulting Party, the Defaulting Party has breached any of the terms and conditions of this Agreement and failed

- to remedy the same (if capable of remedy) within thirty (30) days of being required by the Non-Defaulting Party giving notice so to do;
- (ii) if the Defaulting Party ceases or threatens to cease carrying on its business carried on as at the date of this Agreement;
  - (iv) if the Defaulting Party becomes unable to pay its debts as they fall due or suspend or threaten to suspend making payments with respect to all or any class of its debts or otherwise become or are declared insolvent and/or bankrupt;
  - (v) if any resolution is passed or a petition is presented against the Defaulting Party for bankruptcy, liquidation or dissolution or for the appointment of a manager or receiver or other similar official over all or a substantial part of its business, undertaking or assets;
  - (vi) if execution proceedings are levied against any of the Defaulting Party's assets;
  - (vii) if the Defaulting Party cannot comply with, obtain or maintain any necessary authorizations, certification, licenses or registrations for the performance of its duties hereunder;
  - (viii) if the Defaulting Party engages in fraud or other illegal or unethical activities, or in any activity which the Non-Defaulting party, in its reasonable judgment, believes could adversely affect the reputation of the Non-Defaulting Party;
  - (ix) if in the opinion of the Non-Defaulting Party, there is any change or threatened change of circumstances which would materially affect the business or financial condition of the Defaulting Party or its ability to perform its obligations under this Agreement; or
  - (x) if in the opinion of the Non-Defaulting Party, there is any breach or non-compliance or threatened breach or threatened non-compliance by the Defaulting Party of any laws, regulations or licensing conditions applicable to it.
- (e) The IFA must strictly follow the applicable PMLA, SEBI regulations, guidelines and all other applicable laws and regulations for financial intermediaries and the PMLA, SEBI and AMFI Code of Conduct at all times. The IFA shall also ensure its functioning in accordance with the aforesaid guidelines/laws/regulations. Non-compliance and violation of the same shall result in suspension/termination of the IFA. The IFA alone is responsible for such action and the consequences thereof and has to make good any loss, damage, claim, expenses incurred, etc by iFAST and its officers, group companies, as a result of / in response to any such action carried by any entity.
  - (f) On the death of the IFA, the IFA status shall be deemed to be terminated from the date of such death. The nominated person or the legal heir would be entitled to receive the payment of all the pending dues of such an IFA. This clause is applicable only in case of individual IFA.

## **22. EFFECT OF TERMINATION**

- (a) Upon termination of this Agreement, all rights, obligations and liabilities of the Parties accrued up to and including the date of such termination shall not be affected thereby. In the case where either Party exercises the right to terminate this Agreement such obligations and liabilities shall continue to be performed and discharged and accrued in accordance with the provisions hereof up to the date on which such termination is effective.
- (b) Upon termination of this Agreement for any reason whatsoever, the Parties shall promptly return to each other all Confidential Information, all promotional and advertising literature, publications and materials supplied by the Parties to each other which remain within each Party's possession and control to the extent that they can reasonably be returned. In particular but without prejudice to the generality of the preceding sentence, iFAST shall promptly return to the IFA all Customer Confidential Information. The FA shall also forthwith discontinue the use of the Site by the IFA and shall remove all related information or materials which have been reproduced, displayed or published, whether on the IFA website or in any other media. In all such case where regulatory mandate the retention of Customer records, IFA expressly agrees that iFAST would not return such documents / information.
- (c) Upon termination of this Agreement, the Parties shall negotiate in good faith the terms of the transfer of all the Customers to such third party as may be decided mutually and approved by iFAST.
- (d) All costs and expenses incurred by the FA in connection with any transfer required by the IFA contemplated under paragraph (c) above, shall be borne by the IFA or where incurred by iFAST, reimbursed by the IFA provided always that the IFA is not required to bear such costs that are incurred by iFAST where the transfer arises from a termination of this Agreement by iFAST pursuant to Clause 21 (b).

## **23. AUDIT**

During the term of this Agreement, iFAST under SEBI or AMFI regulation or guidelines or under Prevention of Money Laundering Act, 2002 or under the request of any regulatory authorities, reserves the right to audit, inspect, and make copies or extracts of relevant systems and processes and records ("Documents") associated with the IFA's business under this Agreement. The scope of this audit will be limited to transactions or relationship arising out of or in connection with the terms of this Agreement.

## **24. RELATIONSHIP & INDEPENDENT ARRANGEMENT**

- (a) IFA understands that it is an independently owned business entity and this Agreement does not make IFA, its employees, representatives, associates or agents as employees, agents or legal representative of iFAST for any purpose or in any manner whatsoever. IFA acknowledges that its rendering of services is solely within its own control, subject to the terms and conditions agreed upon and agrees not to hold itself out to be an employee, agent or servant of iFAST or affiliate thereof.

- (b) IFA has no express or implied right or authority to assume or to undertake any obligation in respect of or on behalf of or in the name of iFAST or to bind iFAST in any manner. In case, the IFA, its employees, associates or agents hold out as employees, agents, or legal representatives of iFAST, the IFA shall forthwith upon demand make good any/all loss, cost, damage including consequential loss, suffered by iFAST on this account.
- (c) Further that the IFA's responsibilities are limited to providing Services as envisaged hereunder and regardless of the potential target / end customer of iFAST, the privity of this contract is between the IFA and iFAST only and that the privity of any subsequent transaction between iFAST and such end customer arising out of the Services provided by the IFA is restricted to iFAST and such end customer.
- (d) This Agreement is on a principal-to-principal basis between the Parties hereto. Nothing contained in this Agreement shall be construed or deemed to create any joint venture or partnership between the Parties hereto.

**25. ENTIRE AGREEMENT**

The Schedules hereto shall be deemed to form part of this Agreement. This Agreement, and the Schedules hereto constitute the entire agreement between the Parties and all prior arrangements, agreements, representations and undertakings are hereby superseded, without prejudice to any rights accrued up until the date of this Agreement.

**26. MISCELLANEOUS**

- (a) This Agreement shall be construed in accordance with and governed in all respects by Indian law. iFAST and the IFA hereby submit to the exclusive jurisdiction of the courts of Mumbai.
- (b) Any amendments or changes to this Agreement shall be done in writing by the Parties and the same shall form part of this Agreement.

**27. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, which shall each be considered an original, but all of which together shall constitute one and the same agreement.

**(This space is intentionally left blank. Signature page and Annexure to follow)**

**IN WITNESS WHEREOF** the parties hereto have caused these Presents to be executed as of the day and year first hereinabove written.

Signed and Delivered by the within ]  
named \_\_\_\_\_ ]  
by the hands of its Authorized ]  
Signatory, ]  
Mr. \_\_\_\_\_ ]

Witness: ]  
Name & Signature ]

Signed and Delivered by the within ]  
named **iFAST Financial India** ]  
**Private Limited** by the hands of its ]  
Authorized Signatory, ]  
Mr. \_\_\_\_\_ ]

Witness: ]  
Name & Signature ]



## **Schedule 1 Services**

1. Access the website [www.ifastfinancial.co.in](http://www.ifastfinancial.co.in) or such white labeled website provided by iFAST for compiling information of the financial products offered by iFAST and which contains the following features in substantially the form as shown in the Site for promotion of the financial products:
  - a. Proprietary and/or third party news, research articles and recommendations.
  - b. Interactive tools such as chart centre, fund selector, fund tracker, fund/ factsheets, calculators and other tools.
  - c. Consolidated statement of investments for IFA's customers, customers details, alerts.
  - d. Reports such as daily activity logs, transaction status, asset allocation, commission and/or fees earned by the IFA.
  - e. Downloadable forms such as transaction forms, non-financial transaction forms, account opening forms, offer documents, scheme information documents / statement of additional information / fact sheets/ annual reports.
2. Process requests received by iFAST for purchase, switching, transfers, cancellation and redemption of Units by IFA and/or the subscription and withdrawal of such other financial products that would be made available in due course on behalf of its Customers and send confirmations, statements and payments (if any) directly to Customers in accordance with the agreement and terms and conditions set out between the parties.
3. Send all Materials, documents, notices, reports or statements (if required) in relation to the Mutual Funds to the Customers who had subscribed for Units through iFAST, in compliance with all applicable laws and regulations.
4. Keep accurate and proper records and inform the Customers of the number of Units allocated or redeemed in respect of each purchase or redemption as well as the Unit purchase or redemption price and the actual investment amount paid.
5. Any other services mutually agreed by both Parties from time to time in writing.