



Photograph
(only for
Individuals)

Wealth Company Asset Management Holdings Private Limited

Pantomath Nucleus House, Saki-Vihar Road, Andheri (East), Mumbai - 400072

DISTRIBUTOR EMPANELMENT FORM

KEY CONTACT DETAILS

ARN No.: Valid up to: PAN

Individuals Non-Individuals

Name / Company Name:

Contact Address :

City : Pin Code :

Telephone (Residence) - (Office) -

Mobile Email ID:

Gender (for individuals) Male Female Date of Birth Date of Incorporation

Qualification (for individuals) SSC / HSC Graduate Post-Graduate

NOMINEE DETAILS : (Mandatory - In case of Individual/Proprietorship Firm)

I here by nominate the person named below to receive the amount of brokerage (including trial brokerage) to my credit in the event of my death

Nominee's Name

Guardian's Name (In case of minor) Date of Birth Relationship

Specimen Signature of Nominee
(Guardian in Case of Minor Nominees only) (In Black Ink)

DETAILS to be filled by Non-Individual Distributor

Contact Person's Name Mobile No.:

Designation: Email ID:

TAX STATUS (Please tick anyone)

Sole Proprietorship Partnership Firm HUF Broking Firm Others (Please specify) _____

Individuals Society / Trust Pvt. Ltd. Co. PSU

BANK ACCOUNT DETAILS

Account No. Type Savings Current Others _____

Bank Branch

Bank Address City Pin Code

MICR No.: IFSC code

DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of distributor. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Place **Signature of Applicant /**
Authorised Signatory

Date

FOR OFFICE USE ONLY

Empanelment Form Received Date: System Entry Date:

Received By,

Employee Name: Signature of Branch Manager:

Employee ID: Name of Branch Manager:

Branch Name: ID of Branch Manager:

Branch Code:





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DISTRIBUTOR EMPANELMENT FORM

Empanelment Check List								
List of Documents required	IFA (Individual)	Sole Proprietor	HUF	Partnership Firm	Company	Society	Trust	Bank
Copy of the AMFI / NISM Certification *	NA	Y	Y	Y	Y	Y	Y	Y
Copy of ARN Card *	Y	Y	Y	NA	NA	NA	NA	NA
Copy of the PAN Card *	Y	Y	Y	Y	Y	Y	Y	Y
Copy of the Cancelled Cheque * / Original Cancelled Cheque	Y	Y	Y	Y	Y	Y	Y	Y
Certified Copy of Memorandum & Articles of Association #	NA	NA	NA	NA	Y	NA	NA	NA
Certified Copy of Authorised Signatory List #	NA	NA	NA	Y	Y	Y	Y	Y
Certified Copy of Partnership Deed & Resolution #	NA	NA	NA	Y	NA	NA	NA	NA
Certified Copy of Board Resolution #	NA	NA	NA	NA	Y	NA	NA	NA
Certified Copy of Trust Deed #	NA	NA	NA	NA	NA	NA	Y	NA
Certified Copy of Bye laws #	NA	NA	NA	NA	NA	Y	NA	Y
Certified Copy of Certificate of Incorporation / Registration #	NA	NA	NA	Y	Y	NA	NA	NA

* - Self / Authorised Signatory

- Authorised Signatory



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TERMS AND CONDITIONS

1. The statements made/information provided by the distributor in the Distributor Empanelment Form ("Form") and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between Wealth Company Asset Management Holdings Private Ltd ("AMC/ "The Wealth Company AMC") and the distributor and the distributor agrees to be legally bound by the same.

2. The appointment as the distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The agency of the distributor will commence from the date of such confirmation.

3. In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/ CEO/Authorised Persons confirming that the Organization has been authorized to undertake distribution of mutual funds along with a certified true copy of the Memorandum and Articles of Association/Bye-laws/Partnership Deed /Trust Deed /Society Registration Documents and Certificate of Registration and list of Authorised Signatories should be submitted.

SECTION – I

DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS AND UNDERTAKINGS

1. The distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the agency.
2. The Distributor and its employees or representatives who are involved in the distribution of the units of the schemes of The Wealth Company Mutual Fund (TWC MF) represent and warrant that they are authorized to act as a distributor of mutual fund product(s) and have passed the necessary National Institute of Securities Markets (NISM) Certification Test and obtained an Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that its employees quote the EUIN in the Application Form for investments.
3. The Distributors shall mention the ARN code and EUIN code in each of the applications handled by them and all the related correspondence.
4. The Distributor shall ensure that his/its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals/registrations/certifications as may be required by law/regulations to perform its obligations hereunder during the term of empanelment and that they have not and shall not violate/breach any of the terms and conditions subject to which such approvals/registrations/certifications have been granted.
5. The Distributor agrees to comply with the provisions of Securities and Exchange Board of India ("SEBI")/AMFI Circulars including but not limited to circulars for disclosure of all types of commission payment to them for different competing schemes from various mutual funds, Code of Conduct, etc. and any amendments made thereof vide any notifications/circulars/ guidelines issued in this respect from time to time.
6. The Distributor and his/its employees who will be involved in distribution of units of the schemes of TWC MF must carry out such directions and instructions as may be issued by The Wealth Company AMC from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.
7. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributor and its Employees including Sub-Distributors and representatives.
8. The Distributor must carefully read and understand the Scheme Information Document ('SID') and the Key Information Memorandum ('KIM') of the scheme(s) of TWC MF and Statement of Additional Information ('SAI') and explain to the investors, the investment objectives, features of the schemes and risks associated therein. The Distributor must not make any representation concerning TWC MF or any scheme of The Wealth Company AMC except those contained in the relevant SID, SAI, KIM and/or the marketing material issued by The Wealth Company AMC.
9. While recommending any Scheme to an investor, the Distributor shall disclose to such investor all the commissions (in the form of trail commission, transaction charges or any other mode) payable to him/ her for different competing schemes of various mutual funds.
10. Distributors shall refund to AMCs, either by set off against future commissions or payment, all incentives of any nature, including commissions received, that are subject to claw-back as per SEBI regulations or the terms and conditions issued by respective AMC.
11. The Distributor shall use only the latest/updated SID, SAI, KIM and marketing material as is provided to him/it by The Wealth Company AMC and the Distributor shall not design his/its own marketing material in respect of any scheme of TWC MF unless he/it has obtained prior written approval of The Wealth Company AMC for the same.
12. The purchase of Mutual Fund Units offered by The Wealth Company AMC should be at the Investors' risk and his/her/its own independent judgment and without the distributor guaranteeing any assured return. In case distributor or any of its directors, employees, associates, agents, sub-Distributors appointed by the distributor guaranteeing any assured return, The Wealth Company AMC shall not be liable in any manner for such assurances or guarantees.
13. The Distributor must not use any malpractice and/or unethical means to sell, distribute market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of The Wealth Company MF.
14. The Distributor shall not and is not authorized to accept any money towards investment in Units, in cash from any customer, investor or Unit Holder. Distributor specifically understands that non-adherence to this condition may lead to violation of AMFI's / SEBI's regulations and anti-money laundering guidelines.
15. 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. Further the Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act (PMLA), 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor will ensure proper verification of identity of Clients/investors. The Distributor agrees that The Wealth Company AMC reserves the right to call for any documents pertaining to the Distributors; clients that may be required by it for furnishing to any authority or a Government Agency like FIU, SEBI, RBI or its auditors in line with PMLA.



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The Distributor agrees to assist The Wealth Company AMC in procuring and verifying all relevant information and documents pertaining to the client, as per the requirements communicated by The Wealth Company AMC from time to time, to comply with the PMLA and other related requirements stipulated by any statutory authority.

16. The Distributor will forward to the AMC and/or the Registrar and Transfer Agent, the investor's signed and duly completed application form for units with payment instruments and all other documents that have been received by the distributor for the AMC, provided that in case of Stock Exchange Distributor, the documents shall be forwarded to the AMC / Registrar & Transfer Agent in accordance with the operating procedure prescribed for Stock Exchange Mutual Fund Transaction Facility. The distributor will give full co-operation to AMC to carry out the necessary due diligence to satisfy the fit and proper criteria as mandated in the SEBI Circular, amended time to time.

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

- The criteria to be used in review of products and the periodicity of such review.
- The factors to be included in determining the risk appetite of the customer and the investment categorization and periodicity of such review.
- Review of transactions, exceptions identification, escalation and resolution process by internal audit.
- Recruitment, training, certification and performance review of all personnel engaged in this business.
- Customer on boarding and relationship management process, servicing standards, enquiry/grievance handling mechanism.
- Internal/external audit processes, their comments/observations as it relates to MF distribution business.
- Findings of ongoing review from sample survey of investors
- The Distributor shall ensure adequate security, alerting and monitoring of its online platform/portal at all points in time. The Distributor shall advise The Wealth Company AMC /RTA in case any significant alerts, security breaches or other incidents including a significant attack on the Website having the effect of disrupting the service provided hereunder are detected.
- The Distributor confirms that it has robust IT/Cyber security and controls in place to protect its Clients confidentiality including controls as required under IT (Reasonable Security Practices & Procedures and sensitive personal data of information) Rules, 2011 as amended from time to time. Pursuant to SEBI Circular on Cyber Security and Cyber Resilience Framework for Mutual Funds/Asset Management Companies (AMCs) dated August 20, 2024 as amended from time to time, AMC needs to encourage its third-party service providers, RTAs, Custodians, Brokers, Distributors etc. to have similar standards of Information Security. Thus, the Distributor hereby agrees to ensure that it has adequate standards of Information Security mentioned in the Circular.

18. The Distributor shall communicate to The Wealth Company AMC and/or the RTA all requests for changes in a bank account, bank branch, nomination, dividend reinvestment status, etc., in respect of any folio along with physical copy of the logs of the request and relevant supporting documents received from the investor within 2 working days of its receipt. The Wealth Company AMC/the RTA shall act on all valid requests in accordance with the Regulations and terms of the Offer Document(s) of the Scheme(s).

19. The Distributor agrees to comply with the process as may be prescribed/changed or modified by the RTA for execution of transactions covered herein.

20. The Distributor agrees not to distribute the products of The Wealth Company AMC to such investors who are either banned from investing in India or prohibited by SEBI or from countries which are under call for action as per FATF High Risk Jurisdictions.

21. The Wealth Company AMC may call upon the Distributor to furnish any information or statistics including but not limited to his business with respect to other mutual fund(s).

22. The Distributor shall do all acts, deeds and things necessary on behalf of the TWC MF or The Wealth Company AMC to enhance the investors' confidence and interest in the TWC MF and ensure that the interests and reputation of the TWC MF or The Wealth Company AMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the TWC MF or The Wealth Company AMC.

23. The Distributor shall be solely responsible for resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake not directly attributable to The Wealth Company AMC and shall provide complete assistance to The Wealth Company AMC for redressal of complaints.

SECTION – II

THE WEALTH COMPANY AMC/AMC DECLARATIONS, REPRESENTATIONS AND UNDERTAKINGS

- The AMC hereby declares that it has complied with, or will comply with, applicable statutory provisions and guidelines, as amended from time to time.
- All transactions in Units, including purchase, sale, redemption and switch of Units shall be effected as per applicable provisions of NAV on the relevant Business Day and in accordance with the Fund Documents.
- The AMC will maintain at all times confidentiality of the investor data-base procured from the Distributor, provided that AMC shall at all times be entitled to share such data with any of its authorized service providers who are appointed to provide various services to the AMC or Mutual Fund in relation to their day to day operations for the purposes of providing services to the investor and/or fulfilling obligations of the AMC. Notwithstanding above, nothing herein contained shall preclude the AMC from complying with any statutory, regulatory or governmental requirement to provide information concerning the investor to which the AMC may be subject from time to time.
- The AMC shall have the right to accept any subscription to Units of the Mutual Fund if a customer / investor / Unit Holder, though introduced by the Distributor anytime earlier, approaches the AMC/ TWC MF directly or through another distributor for subscription of Units. Further, the AMC/ TWC MF shall have the right to send promotion and marketing material or literature for any of its product(s) or literature or material in relation to investor service to Unit Holders without the Distributor's consent or without informing him.
- Payments relating to redemptions by the Unit Holder(s) or any other amounts to Unit Holders shall be payable in favour of the Unit Holder(s) only through banking instruments / channels and shall only be dispatched directly to the Unit Holder.

SECTION – III

APPOINTMENT OF SUB-DISTRIBUTORS

- The Distributor may appoint such sub-distributors as it/he deems fit and necessary provided however that each such sub-distributor appointed by Distributor shall have all the necessary qualifications, necessary approvals or licenses required to act in such capacity. Each such sub-distributor appointed by the Distributor, and their directors, partners, employees and agents, to the extent required or necessary, shall have the necessary qualifications, approvals or licenses required to act in such capacity. The Distributor will oversee the activities of the sub-distributors and will be responsible for the activities of the sub-distributors. Distributor shall be strictly responsible for the acts and omissions of the sub-distributors and that Distributor shall indemnify the AMC, Trustee and the Mutual Fund for any and all costs, expenses, losses and damages that they may incur due to the negligence, wilful default or fraud or any other act or omission of the sub-distributor(s). Distributor agree to ensure that all AMFI registrations / certifications of sub-distributor shall be valid at all times.
- The Distributor will ensure that the sub-distributors (and if the sub-distributor is a firm/company or any other artificial person, then all its partners, directors, employees, agents, servants and representatives engaged in sales and marketing of Units of the Schemes) have obtained AMFI certification as required by SEBI and that such certification is valid and will continue to be valid for the duration of any distribution activity.



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3. The AMC shall have no privity of contract with such sub-distributors so appointed by the Distributor and that both the AMC and The Wealth Company Mutual Fund are not liable for activities of the sub-distributors. Further AMC / TWC MF / Trustee are not responsible for paying any compensation or fees or any other payment to the sub-distributors of the Distributor.

SECTION – IV

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR

1. The AMC shall allot the Distributor a distributor code for transaction done through Online Mode. The AMC and/or its Registrar shall code all transactions through the Online Mode with this distributor code.
2. The Commission and the periodicity of its payments for each scheme of TWC MF will be decided by The Wealth Company AMC at its discretion. However, the commission structure shall be in compliance with the AMFI/SEBI Regulations. Further, The Wealth Company AMC has the right to revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive commission based on the amounts mobilized by such Distributor under each scheme of the TWC MF subject to such other terms and conditions as may be applicable.
3. All amounts referred here are inclusive of any and all central, state and local levies, taxes, duties, fines and penalties, if any, (including without limitation sales taxes, value added taxes, if any) past, present and future by whatever name called, as may be applicable. TWC MF, AMC or Trustee is not liable to reimburse any tax payable by the Distributor.
4. In case the Distributor receives any fee which is not due or payable to it, TWC MF/ AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor.
5. The Wealth Company AMC reserves the right to withhold the commission or any other amount payable to the distributor, pending submission of the declarations/documents/forms or any other information as may be required by The Wealth Company AMC.
6. The Distributor shall not have any right or claim against the TWC MF / The Wealth Company AMC for any loss, actual or notional, incurred by it due to any revision made by The Wealth Company AMC in commission or any change of terms and conditions of distribution.
7. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, The Wealth Company AMC/ TWC MF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor.
8. The commission/brokerage payable by The Wealth Company AMC in respect of the distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure notified by The Wealth Company AMC from time to time and will be inclusive of all taxes, cesses, charges and levies.

SECTION – V

INDEMNITY

1. The Distributor hereby declares and covenants to defend, indemnify and hold the Trustees of TWC MF, The Wealth Company AMC and its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:
 - (a) any breach of terms, covenants and conditions or other provisions hereof, or any SID(s)/SAI or any actions or omissions thereunder;
 - (b) any failure to comply with applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
 - (c) the misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and/or by the Distributor or its representatives, employees, directors, agents, representatives; and
 - (d) any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.

- (e) fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
- (f) willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
- (g) breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives;

SECTION – VI

TERM AND TERMINATION

1. The empanelment of the Distributor shall continue to remain in full force and effect unless terminated by The Wealth Company AMC or the Distributor, in accordance with the provisions contained herein. The Wealth Company AMC shall be entitled to terminate the engagement of the Distributor forthwith, if:
 - a) the Distributor is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - b) it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against The Wealth Company AMC/ TWC MF or any unit holder of TWC MF.
 - c) any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.
 - d) the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of The Wealth Company AMC or TWC MF;
 - e) the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.
 - f) the Distributor has become ineligible to act as a Distributor due to order of court or any authorities.

In addition to what is stated in the preceding paragraphs, The Wealth Company AMC or TWC MF shall have the right to terminate the registration of the Distributor at any time and without assigning any reason thereto. The Distributor may also request for termination of his registration at any time upon prior written intimation to the AMC or TWC MF

SECTION – VII

CONFIDENTIALITY

1. Confidential Information shall mean all information disclosed to the Parties herein including but not limited to the details of the investors. The Party receiving the information shall be the "Recipient Party" and the party disclosing the information shall be the "Disclosing Party". However, the Parties agree that the information which becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's agents (in the case of distributors, including the sub-distributors), employees or representatives; or Information which was previously known to the recipient Party prior to receipt from the disclosing Party; or Information that is developed independently by the recipient Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the disclosing Party; or Information which is disclosed to regulatory authority; or Information which is disclosed pursuant to the requirement or request of:
 - a. Governmental Agency or a court of competent jurisdiction shall not be considered Confidential Information.
 - b. Each Party further acknowledges and agrees to protect Confidential Information with the same standard of care that the disclosing Party uses in protecting its own Confidential Information. Parties hereto shall disclose Confidential Information or permit disclosure of Confidential Information to its employees or agents or Service Provider only on NEED TO KNOW basis.



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c. Information Technology Act and rules thereunder: Definition: 'Personal information and Sensitive Personal Data or Information' shall have the meaning assigned to them by the Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as amended from time to time (hereinafter "the said Act & Rules"). Sharing, Collecting & Preserving of sensitive personal data and information: The Distributors and The Wealth Company AMC mutually agree that they shall keep the Personal Information and/or Sensitive Personal information that is collected from the investors and/or unit holders as strictly confidential and would make use of the same only for the purpose for which it has been authorized. The Parties further agree that the recipient party shall ensure the same level of data protection as has been provided for in the said Act & Rules. That the Parties hereby confirm that they have the authority to collect and transfer the above referred Personal Information and/or Sensitive Personal Data or Information, as per the Privacy Policy.

d. The covenants of confidentiality set forth herein shall survive and continue and be maintained from the date hereof even after the termination.

PRINCIPAL TO PRINCIPAL

These Terms and Conditions are on a principal-to-principal basis and do not create and shall not be deemed to create any employer-employee relationship between the AMC and the distributor and/or its personnel/representative(s). The distributor and/or its personnel/representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the distributor is representing or acting as distributor of the AMC, except as expressly provided in these Terms and Conditions or otherwise in writing.

The activities of the distributor and its personnel/representative(s) shall not be construed to be activities of the AMC. Save and except as may be expressly permitted by the AMC, the distributor and its personnel/representative(s) shall not at any time use the name, mark or logo of The Wealth Company Mutual Fund/ AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

SECTION X

SUSPICIOUS TRANSACTION REPORTING

1. Distributor understands that The Wealth Company AMC has statutory obligation under the PMLA Act and rules framed thereunder to make suspicious transaction reporting to Financial Intelligence Unit – India, Ministry of Finance and Government of India on a monthly basis. The Distributor agrees to assist The Wealth Company AMC in all respect for the said suspicious transaction reporting.

2. Without harming the generality of clauses mentioned here, the Distributor –

- Shall keep at all-time such process in place so as to ensure that all information including the nature of business and financial status of all the customer/client is obtained in all cases
- Shall promptly analyze queries raised by The Wealth Company or TWC MF regarding suspicious transaction, carefully by using KYC information and conducting enhanced level of due diligence wherever required without the concerned customer being tipped off of such queries
- Shall carry out appropriate and adequate identification checks on all its client.
- Shall carry out appropriate identification checks on all underlying shareholders/investors where the distributor's client holds an account other than a personal account.
- Shall carry out regular screening in relation to investors
- Shall have sufficient procedures to detect suspicious activity.

3. The Distributor shall not be entitled to assign, transfer, charge or in any manner make or create any third party right or interest herein or the Distributor's obligations, liabilities, benefits or rights. The Distributor will not have any lien or charge on the properties of The Wealth Company AMC/Trustee/Fund in its possession for the service charges payable to the Distributor for distributing Units of the Fund.

4. The Distributor shall not directly or indirectly rebate/share any of its brokerage /fees or pay any commission or other amount or any gift to any investor.

5. The Distributor (individual) should avail nomination facility and nominate any person to whom in case of death the amount payable in respect of the commission pertaining to the units canvassed by the Distributor shall vest and to whom such amount shall then be payable.

SECTION XIII

MISCELLANEOUS

- Overseas Distributors should get registered with AMFI and get a unique code. The Overseas Distributor hereby confirms that it shall comply with the extant laws, rules and regulations of jurisdictions where they carry out their operations in the capacity of distributors.
- The Distributor shall provide such assistance as may be required by the investors/ Registrar/The Wealth Company AMC to redress complaints from investors/ unitholders.
- The Distributor shall not withhold placing investor's orders for the units so as to profit themselves as a result of such withholding.
- While selling mutual fund products of the Distributor's group/ affiliate/associates, the Distributor shall make disclosure to the customer regarding the conflict of interest arising from the Distributor selling of such products.
- If any direct redemption/switch/transfer or any non-financial transaction request is given by the unit holder to the AMC/RTA, which could not be processed or there is delay in processing due to want of documentation from the Distributor, then the Distributor will be liable to compensate the AMC for all sum/amount/claims arising out of such delay/non provision of the documents.
- The Distributor shall facilitate the unit holders/investor's unfettered and unrestricted access to the Mutual Fund/AMC and shall ensure that the unit holder's rights are not restricted in any manner.
- The Distributor further agrees to defend, indemnify and hold The Wealth Company AMC, TWCMF and Trustees harmless from and against any and all claims of third parties that would not have arisen but for an act or omission by Distributor that is contrary of the above acknowledged relationship or any other term thereof.
- The Parties do hereby agree and accept to adhere, abide and follow all rules and regulations of the SEBI regarding discontinuation of usage of pool accounts for transactions in the units of Mutual Funds, Third Party Validation and Two Factor Authentication ('2FA') for redemption and other related requirements mentioned in the circular dated 31st March, 2022 bearing number SEBI/HO/IMD/IMD-I DOF5/P/CIR/2022/41.
- The Parties do hereby agree and accept to adhere, abide and follow the rules and regulation of the SEBI regarding Two-Factor Authentication for transactions in units of Mutual Funds for subscription transaction in the units of Mutual Funds as well and other related requirements as mentioned in the circular dated September 30, 2022 bearing number SEBI/HO/IMD/IMD-IDOF1/P/CIR/2022/132.

SECTION XIV

DISPUTE RESOLUTION

- In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction
- Any and all differences and disputes whatsoever arising between the parties concerning the interpretation or implementation of this arrangement or in relation to the subject matter contained herein shall in first instance be resolved mutually between the parties and in the event of a non-resolution, the matter shall be referred to arbitration of three arbitrators, one to be appointed by The Wealth Company AMC and the other by the distributor and such Arbitrators shall appoint an Presiding (umpire) before commencing the arbitration proceedings. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force and shall be held in Mumbai and conducted in the English language. The Courts in Mumbai alone shall have jurisdiction over such arbitration proceedings.



The Wealth Company

MUTUAL FUND

Wealth Company Asset Management Holdings Private Limited

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

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

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

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

SIGNED and DELIVERED by

For and on behalf of **Wealth Company Asset Management Holdings Private Limited**

Through the hands of its Authorized

Signatory, Mr./ Ms. _____

Designation: _____

in the presence of:

1 _____

2 _____

SIGNED and DELIVERED by

For and on behalf of _____

Through the hands of _____

Mr./ Ms. _____

Designation :

in the presence of:

1 _____

2 _____