



DISTRIBUTION AGREEMENT WITH WEALTH COACH AND SAFFOLLYA O SAMRIDDHI LLP

This Agreement has been made and entered into at _____ as on _____ day of _____
Of the year _____ between:

SAFFOLLYA -O- SAMRIDDHI LLP (Previously known as Saffollya Investment Advisory LLP) with LLP identification No – AAK-2997 having registered office address at 5/2/B GHARI KHANA ROAD, SHYAMNAGAR, 24 PGS (N) PIN – 743127 as the First Part.

AND

_____ having PAN: _____ Resident of / Registered Office / Office
at _____

_____ and includes its successors, executors, administrators, officers, heirs and permitted assigns
(hereafter referred to as “Partner”) of the Other Part.

SAFFOLLYA O SAMRIDDHI LLP (herein mentioned as SAFFOLLYA and Partner will be collectively referred to as
“Parties” and severally as “Party”).

WHEREAS:

1. SAFFOLLYA is in the business of distribution of various financial and non-financial Products and provision of Services, including but not limited to, Mutual Funds, Fixed Deposits of Companies, Initial Public Offers (IPOs), PMS, RBI Relief Bonds, Equities & ETFs. SAFFOLLYA offers various related services under different names & styles to provide a holistic platform and support the Partner for conducting the distribution business.
2. SAFFOLLYA operates a division of its business / services under the trade name of “SAFFOLLYA Wealth – Financial Products Distributors Network” whereby SAFFOLLYA intends to appoint certain Sub-Distributors/Partners in the conduct of its distribution business who will be authorized to distribute the various Products and undertake related Services.
3. The Partner and SAFFOLLYA have signed an agreement (_____) and are signing this Agreement to amend certain terms and condition of that earlier agreement.

I. Definitions

1. "Sub-Distributor", "Partner" or "SAFFOLLYA Partner" or "SAFFOLLYA WealthCoach" shall mean and include any person who is eligible to distribute one or more Products or Services offered by SAFFOLLYA and duly appointed and recognized as a Sub-Distributor under its division SAFFOLLYA– Financial Products Distributors Network. SAFFOLLYA -O- SAMRIDDHI LLPPRODUCTS DISTRIBUTION AMENDMENT AGREEMENT.
2. "Client(s)" or "Customer" shall mean and include persons making Transactions through the Wealth coach in various Products and Services offered by SAFFOLLYA.
3. "SAFFOLLYA Portal" shall mean all the websites /links /pages offered by SAFFOLLYA through which access is provided to web pages, online desks, user accounts, utilities, forms, surveys, reports, financial tools, articles, documents, media contents, news, Product, Service, market information, third party links, etc. in any mode, format or manner, and through any technology or platform, including mobile platforms /operating systems and mobile applications. SAFFOLLYA Portal includes all online user desks, mobile applications and mobile desks, including versions thereof but not limited to, Wealth coach Desk, Trading Account Desk and Client Desk.
4. "Wealth coach Desk" shall mean the areas in the SAFFOLLYA Portal to which the Wealth coach gets access by virtue of a unique log-in identity and password. The Wealth coach Desk contains information related to distribution business, Client information, MIS and other related information specific to the Wealth coach.
5. "Client Desk" shall mean the areas in the SAFFOLLYA Portal to which the Client gets access by virtue of a unique log-in identity and password. The Client Desk contains portfolio and other related information specific to the Client.
6. "PSC" shall mean the Partner Service Center as run and operated by SAFFOLLYA and/or any other entity as appointed by SAFFOLLYA.
7. "Product(s)" shall mean mutual funds or and other financial or non-financial products available with SAFFOLLYA from time to time and offered specifically to the Wealth coaches for distributing such products to their Clients in any mode or format.
8. "Service(s)" shall mean support and related services to promote the sub-distribution business of the Wealth coaches as specifically offered by SAFFOLLYA from time to time. Some of the Services may require acceptance of specific terms & conditions by the Partner.
9. "SRO" shall mean a self-regulatory organization recognized by Securities and Exchange Board of India for the distribution of units of mutual funds.

10. "Transaction(s)" shall mean all transactions made by Clients, including but not limited to, any purchase, redemption, sale, switch or transfer, in any of the Products and Services in any manner or mode, either directly or indirectly at any point of time.

11. "IA Regulations" shall mean Securities and Exchange Board of India (Investment Advisers) Regulations, 2013, as may be amended from time to time.

12. "Intellectual Property" or "IP" means and includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, designs, copyrights, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research and development projects and data, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form or in any other form / format, whether or not copyrightable or patentable or protectable under any other intellectual property law, or any written or verbal instructions or comments.

II. General Interpretation:

a) In this Agreement, the headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of the Agreement.

b) In this Agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.

c) In this Agreement, unless the context specifies otherwise, references to the Recitals, Clauses, Annexure, Appendix and Schedules shall be deemed to be a reference to the recitals, clauses, Annexure, appendix and schedules of this Agreement.

d) If there are any contrary provisions in this Agreement and the Schedules, the provisions of this Agreement shall prevail over the Schedule.

e) If there are any contrary provisions in this Agreement and any subsequent Addendum, the provisions of the Addendum shall prevail over this Agreement

f) Any word or meaning not defined in this Agreement shall have the same meaning as the definitions under this Agreement.

g) The word "includes" shall be construed as "without limitation".

III. Scope (Eligibility & Appointment) and Terms of Appointment:

The Wealth coach is eligible to enter into this Agreement and is subject to the satisfactory fulfillment of the below mentioned terms:

1. Any person entering into this Agreement and intending to distribute units of mutual funds or any other Products and receive Services shall be qualified and eligible, as per the applicable laws, regulations and rules, to carry out the business of distribution of such Products and receipt of Services offered by SAFFOLLYA.
2. Any person intending to distribute units of mutual funds registered in India shall be a "Mutual Fund (MF) Distributor" as defined under existing laws as amended from time to time. Any Wealth coach acting as an 'Investment Adviser' shall not be eligible to distribute units of mutual funds registered in India under this Agreement unless such Wealth coach is conducting the mutual fund distribution business as a separate entity or separately identifiable department or division (SIDD) in conformity with the IA Regulations.
3. The Wealth coach / Partner Representative shall have all requisite eligibility and valid certifications to engage in distribution and/or advisory of Products in India in compliance with all the applicable laws and guidelines issued by any industry regulator, SRO or any other authority from time to time.
4. SAFFOLLYA may add, amend, suspend, terminate any Product or Service at its sole discretion based on its internal guidelines and procedures and in accordance with the applicable laws.
5. The Wealth coach shall pay to SAFFOLLYA, the amount or fees at the time of enrollment and thereafter as defined in Annexure 1 to this Agreement and as revised from time to time.
6. Upon execution of this Agreement, SAFFOLLYA shall register the Wealth coach and the Wealth coach would receive an Appointment Letter with confirmation to distribute eligible Products and receive Services. In the event a Wealth coach is not eligible for distributing any specific Product offered by SAFFOLLYA at the time of signing the Agreement and becomes eligible at any later date, the Wealth coach may be made eligible to distribute such Products on submission of relevant proofs & details to SAFFOLLYA and on confirmation by SAFFOLLYA after duly scrutinizing such documents.
7. The Wealth coach shall disclose the names of individuals engaged in distribution of Products and Services offered by SAFFOLLYA on their behalf along with their relevant certifications & eligibility for specific Products & Services and their relationship with the Partner. The Partner shall update SAFFOLLYA with such information related to such individuals viz, new individual joining or an existing individual retiring from such role. All such individuals shall abide by the terms and conditions in this Agreement and shall work in conformity with the applicable laws.
8. SAFFOLLYA grants the Partner a non-transferable, revocable and non-exclusive license to use SAFFOLLYA Portal and other online facilities for bonafide purposes of this Agreement only.
9. In the event of non-individual applicant being enrolled as a Wealth coach, such person shall designate an individual ("Wealth coach Representative") associated with the Wealth coach as an employee, director, wealth coach or any such other similar legal and contractual capacity who is authorized to act and undertake all the functions and actions or decisions on behalf of the Wealth coach. The name and details of the Wealth coach Representative shall be provided by the Wealth coach to SAFFOLLYA and any change of the Wealth coach Representative shall be communicated to SAFFOLLYA within reasonable time without failure.

10. The Wealth coach Representative shall have the authority to bind the Wealth coach to this Agreement and that the Wealth coach shall sign this Agreement through an authorized signatory. Further, all the actions of such Wealth coach Representative shall have a binding effect on the Wealth coach itself, including but not limited to, any Transaction, signing of any Service Agreement, any request, etc., and that any acts of commission or omissions of such a Wealth coach Representative shall be construed as acts of commission or omissions of the Wealth coach under this Agreement.
11. Any individual engaged in the distribution of Products or provision of Services offered by SAFFOLLYA on behalf of the Wealth coach, all their actions shall have a binding effect on the Wealth coach and any acts of commission or omission shall be construed as acts of omission or commission of the Wealth coach under this Agreement.
12. The relationship between the Wealth coach and SAFFOLLYA shall be on a 'principal-to-principal' basis. The Wealth coach is not an agent or employee or representative of SAFFOLLYA and shall have no rights whatsoever to represent or bind or act on behalf of SAFFOLLYA so as to bind or make party or engage SAFFOLLYA into any contract, agreement, legal relationship, any form of liability, etc. with any person, either directly or indirectly in any manner whatsoever. This includes, but is not limited to, actions taken in performance of any activity, duty or service related directly or indirectly to the distribution of any Product or receipt of or provision of any Service rendered to any Client as a Wealth coach subject to the applicable laws.
13. The Wealth coach by the virtue of this Agreement is eligible to earn Commissions and other incentives on business mobilized in eligible Products and Services offered by SAFFOLLYA. SAFFOLLYA will try to communicate such rates separately from time to time through digital communication.
14. The Wealth coach is free to nominate the nominee(s) to whom the benefits of any Commission due shall accrue upon the death of the Wealth coach subject to applicable laws. However, the same shall be applicable only in case of Wealth coaches who are individuals. The Agreement shall be deemed to be terminated from the date of the death of the Wealth coach.

IV. Rights & Obligations of Wealth coach:

A) Client Handling:

1. The Wealth coach shall maintain all the information of their Clients required for the conduct of its business and as required under applicable KYC and other applicable laws and shall make available any such information to SAFFOLLYA upon request.
2. The Wealth coach shall be allowed to create and manage "Group Account" or family account of multiple related Clients. SAFFOLLYA in no case shall be responsible to the Client for any issue or dispute arising out of incomplete or incorrect grouping of Clients done by the Wealth coach, including but not limited to display of confidential information to any other Client, Wealth coach or any third party.

3. The Wealth coach shall be allowed to request SAFFOLLYA the user-id and password of the Client Desks for their Group Accounts. The Clients can access their Client Desk with such requested log in ID & password through the SAFFOLLYA Portal.

4. The Client of the Wealth coach who has opened Trading and Demat Account with SAFFOLLYA shall be given a user id and password to access his Transactions and holdings through the account.

5. The Client and the Wealth coach will be responsible for the bona-fide use of SAFFOLLYA Portal and also for the privacy and security of such log in Id and password. SAFFOLLYA in no case shall be responsible to any Client or Wealth coach, whatsoever, for the unauthorized access of SAFFOLLYA Portal or for the leakage of any confidential information of a Client.

6. The Wealth coach shall review and reverify the information or any data made available by SAFFOLLYA in any mode or manner, including SAFFOLLYA Portal, before making any decision or recommendation or any Client communication based on such information or data.

7. The Wealth coach shall act in the best interests of the Client in true spirit and shall abide by all the rules, regulations, applicable laws and SAFFOLLYA's internal governance and policies in terms of distribution of the Products & Services and set up high service standards and governance.

8. The Wealth coach shall offer Clients with quality services, timely information, and shall have a proper Client grievance handling process in place. The Wealth coach shall also adhere to all applicable laws with respect to any Product related advice, distribution, Client risk profiling & objective(s) assessment, Product evaluation, Product suitability study, Client registration, disclosures to Client, servicing or such other related activities and also any portfolio advisory or any investment management related activities.

9. SAFFOLLYA reserves the right to conduct Audit of the Wealth coach's Business and inspect relevant documents in connection with the Agreement. Wealth coach shall support and co-operate in providing such information in a timely manner.

10. The Wealth coaches understands and acknowledges that SAFFOLLYA is also a depository participant and the member of stock exchange and that the Client opening such account with SAFFOLLYA becomes a Client of SAFFOLLYA and SAFFOLLYA shall be required to communicate to such Clients directly from time to time.

B) Statutory Requirements:

1. The Wealth coach specifically ensures that any person involved or engaged in selling or distribution of mutual funds and other Products on behalf the Wealth coach, is eligible and duly authorized to do so and has the necessary certification as required by applicable laws and guidelines released by regulators & governing authorities, including SEBI, AMFI and any industry SRO.

2. The Wealth coach engaged in distribution of units of mutual funds declares that neither the Wealth coach nor any of his related party or associate is acting as Investment Adviser under IA Regulations. In case, a Wealth

coach or any related party or associate wishes to operate as an "Investment Adviser", a written communication must be made to SAFFOLLYA, without failure and the Wealth coach shall either terminate this Agreement or shall only be eligible subject to adherence to certain terms and conditions of SAFFOLLYA in addition to the IA Regulations.

3. The Wealth coach shall be solely responsible for adhering to the implementation of KYC (Know Your Customer) and AML (Anti Money Laundering) norms, processes, compliances under the PMLA regulations & guidelines given by the regulatory authorities, AMCs, SRO and SAFFOLLYA from time to time. In case of any noncompliance thereof, the Wealth coach agrees that SAFFOLLYA cannot be held responsible for the same.

C) General Rights & Obligations

1. The Wealth coach is prohibited from making any use of any name, reference, trademark, logo, copyright of any SAFFOLLYA Group entity, business, Product, Service, brand, company, customer, associate or any Employee, either explicitly or implicitly, directly or indirectly in any mode, format, medium or manner, for any purpose whatsoever, unless specifically approved in writing by SAFFOLLYA. The Wealth coach is however allowed to make use of the exact format, language and presentation in any communication or literature as explicitly communicated by SAFFOLLYA for a pre-approved purpose only.

2. The Wealth coach has a right to access & use SAFFOLLYA Portal and other websites, as provided and revised by SAFFOLLYA from time to time. The Wealth coach shall be solely responsible for the protection & privacy of the user id & password of SAFFOLLYA Portal and any such online facilities offered by SAFFOLLYA.

3. The Wealth coach shall communicate to SAFFOLLYA details of those persons who are permitted to access the SAFFOLLYA Portal on its behalf and any request or acts that take place as a result of the same shall be deemed to as authorized by the Wealth coach. The user log in-ID and password of the Wealth coach Desk given to the Wealth coach at the time of registration shall be deemed to be the administrative user id and password of the Wealth coach Desk. The Wealth coach shall be allowed to request multiple non-administrative user ids & passwords to the Wealth coach Desk and also to define the rights thereof, from under the main administrative log-in id & password to the Wealth coach Desk. Any request or acts that take place from all such log in-ids & passwords shall be deemed to as authorized by the Wealth coach.

4. The Wealth coach shall be allowed to access only open and visitor spaces at all PSCs ("Wealth coach Service Centers") during business /operating hours. Access to restricted /confidential areas at any PSC is strictly prohibited to Wealth coach. The Wealth coach is also strictly prohibited to use the IT, communication or any other assets (computers, networks, internet, printers, scanners, telephones, projectors, etc.) of the PSC.

5. The Wealth coach shall maintain proper discipline and decorum at the PSCs and shall not do anything that hinders or distracts the PSC staff or any other person in performing their duties.

6. The Wealth coach shall have no right to inspect and/or have any access to the books, records, documents, facilities, systems, infrastructure, processes, work manners, data, methodologies, etc. of SAFFOLLYA and/or of any PSC, either in part or in full. The Wealth coach may, however, make written requests to SAFFOLLYA for any specific information relating only to the Wealth coach's own business with SAFFOLLYA.

V. Rights and Obligations of SAFFOLLYA:

1. SAFFOLLYA reserves the right to accept or reject any applicant for any Product or Service under this Agreement.
2. SAFFOLLYA shall take due care while handling any confidential information of Clients. However, SAFFOLLYA shall not be held liable for the disclosure of any confidential information of the Clients.
3. SAFFOLLYA retains the sole right and discretion to change, amend or modify the terms of this Agreement and/or Terms & Conditions of any of the Products or Services as available with & offered by SAFFOLLYA without prior notice.
4. SAFFOLLYA reserves the sole ownership and rights over 'SAFFOLLYA Portals' and shall offer such Products & Services and features thereof as deemed appropriate and feasible from time to time. SAFFOLLYA shall offer these Services & features without any expressed guarantees or warranties whatsoever and on "As Is and Where Is" basis. SAFFOLLYA owes no liability or obligations to provide and/or on account of use of these Services/features to its Clients and offering of the same shall be on privilege basis at the sole discretion of SAFFOLLYA. SAFFOLLYA regularly and rightfully perform the maintenance & development activities on all 'SAFFOLLYA Portals' and parts or contents thereof. During such activities, the SAFFOLLYA Portal services may not be available, either in part or full, for such required durations of time.
5. SAFFOLLYA reserves the right to collect, store and study all forms of data, information, feedbacks of Wealth coaches and Clients for purpose of understanding Product & Service preferences, requirements, trends, and/or any business opportunities. Such analysis and information shall be the exclusive Intellectual Property of SAFFOLLYA and the same shall be handled and kept confidential as deemed appropriate by SAFFOLLYA.
6. The Wealth coach acknowledges that SAFFOLLYA reserves the right to communicate with the Clients to provide information on Products, Services, Transactions, promotions, subscriptions, markets, etc. and also gather feedback and interests on any Transactions done, or Products /Services offered or, in any mode, format or manner, at its sole discretion, without any prior notice to the Wealth coach.
7. SAFFOLLYA reserves the right to claw-back Commissions and/or other amounts already paid to the Wealth coach from future due payments and/or demand return payments from Wealth coach, in compliance with applicable laws or as may be deemed fit & appropriate by SAFFOLLYA for valid purposes, including but not limited to reasons of any wrongly processed payments, any charges or dues pending or for any business or Transactions found void or invalid, etc.
8. The Wealth coach acknowledges that SAFFOLLYA reserves the right to take decisions on operational and transactional matters for purpose of complying with any directives or applicable laws for Classifications, treatment, recognition, etc. while dealing on account of or on basis of any Client, investment, Transaction or otherwise for such purposes, as deemed fit.
9. SAFFOLLYA reserves the right to allocate, change, shift, and transfer the relationship of the Wealth coach to any of SAFFOLLYA Employee or any Non-Employee playing a similar role.

10. SAFFOLLYA also reserves the right to set-off and/or deduct any due amounts by Wealth coach from the accrued commissions or brokerages etc., amounts payable to the Wealth coach at the discretion of SAFFOLLYA.

VI. Fees & Commission:

1. The Wealth coach shall be entitled to receive a certain percentage and/or amount by way of the commissions, brokerage, including incentives, (hereinafter referred to as "Commission") on the distribution business mobilized by the Wealth coach subject to the Commission rates as decided and communicated by SAFFOLLYA from time to time. Any Commission payable to the Wealth coach shall become due for the period under consideration subject to the fulfillment of following conditions

- a) Compliance with applicable laws, regulations & guidelines of industry regulators, SRO or any other concerned authority
- b) The Wealth coach's ARN code is valid and has provided valid EUIN number to SAFFOLLYA for the mutual fund Transactions
- c) On Adherence of terms of this Agreement the Commissions payable will be in sharing basis receivable at Saffollya.
- d) Commission will be payable after deducting taxes like GST, TDS or as applicable by Laws.

VII. Representations and Warranties:

A) Wealth coach's Representations and Warranties

1. The Wealth coach is competent to enter into a legally binding contract and this Agreement under applicable laws and that it is not incompetent to contract within the meaning of the Indian Contract Act, 1872 as amended from time to time.

2. The Wealth coach is a "fit and proper person" fulfilling the following criteria

- a) Financial integrity;
- b) Absence of convictions or civil liabilities;
- c) Competence;
- d) Good reputation and character;
- e) Efficiency and honesty; and
- f) Absence of any disqualification to participate in or perform any activity in securities markets

3. The Wealth coach represents that

- a) It is duly organized and validly existing under the laws of India and has full authorization to become and act as a Wealth coach with SAFFOLLYA.
- b) There are no circumstances, which would entitle any person to declare the Wealth coach as insolvent or subject to winding up or have a receiver appointed over the whole or any part of its assets.
- c) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its terms.
- d) All necessary consents and approvals contemplated herein have been or shall be obtained from the governmental, regulatory or statutory authorities for the performance of its obligations under the Agreement.
- e) Its entry into, exercise of its rights and/or performance of or compliance with this Agreement does not and shall not violate any other agreement/terms and conditions.

4. Wealth coach represents that it does not fall within the definition of "Investment Adviser" as per the extant IA Regulations.

5. Wealth coach further represents that it shall comply with the IA Regulations at all times and shall immediately communicate to SAFFOLLYA upon any applicability of any prohibitional or restricting provisions under the said regulation during the subsistence of this Agreement.

6. Wealth coach also represents that it falls within the provisions of Regulation 4 of the IA Regulations and is thus not required to be registered as an Investment Adviser.

7. The Wealth coach shall not misrepresent its independent relationship with SAFFOLLYA in any way and must not use SAFFOLLYA's name or any logo or Intellectual Property without prior written permission of SAFFOLLYA.

8. The Wealth coach shall not permit or encourage the access to desks on SAFFOLLYA Portals to unauthorized persons. Any information obtained from the SAFFOLLYA Portal shall be used or reproduced only for the bona-fide and permitted purposes by the Wealth coach.

B) SAFFOLLYA's Representations and Warranties

1. SAFFOLLYA shall maintain appropriate infrastructure deemed adequate to provide the Products and Services through its PSCs and through SAFFOLLYA Portal.

2. SAFFOLLYA Portal shall have secured environment with adequate firewalls and other means of access control, which in the opinion of SAFFOLLYA are adequate and capable of protecting the network against unauthorized access from time to time.

3. SAFFOLLYA shall nominate any employee(s) /non-employee(s) as a central source of interaction to service the Wealth coach in performance of their various activities under this Agreement.

4. SAFFOLLYA represents that it is into mutual fund distribution services only and does not provide the investment advisory services under its business.

5. SAFFOLLYA represents that all tools, reports, calculators, etc. including the Need Assessment tool, provided in any mode or manner, including on SAFFOLLYA Portal are for the purpose of providing incidental support services to the primary financial Product distribution business of the Wealth coach.

VIII. Disclaimer:

1. Any Product or Service licensed, offered or purchased through SAFFOLLYA and/or SAFFOLLYA Portal, is provided on an "AS IS" basis and without warranties of any kind, either expressed or implied, directly or indirectly, including, but not limited to warranties of title or non-infringement or warranties of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.

2. SAFFOLLYA does not represent or warrant that the SAFFOLLYA Portals, Services of SAFFOLLYA offices, PSCs and all other related support services will be uninterrupted, complete, accurate, authenticate, timely, updated, compatible, reliable, relevant or error-free. SAFFOLLYA shall make appropriate efforts to ensure SAFFOLLYA Portals and other services are free from defects, viruses, trojans, harmful components and that any defects will be corrected as deemed appropriate by SAFFOLLYA. SAFFOLLYA, however, does not warrant that all defects will be corrected in specific time or that the SAFFOLLYA Portals or the servers are free from viruses, trojans or other harmful components.

3. The Wealth coach agrees that SAFFOLLYA or SAFFOLLYA's directors, officers, employees, agents, sponsors, consultants, associates, service providers, business wealth coaches or other representatives shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including without limitation – loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, transaction failure, transaction delay, interruption of business, etc) under any contract, negligence, strict liability or other theory arising out of or relating in any way with the use of the PSCs, SAFFOLLYA Portal or Products and Services or in reliance of the information available on SAFFOLLYA Portal & related services.

4. SAFFOLLYA cannot be held liable for any Transaction or application related delay, rejection, mistake, loss of document, etc. caused for any reason whatsoever, submitted by the Wealth coach of their clients, directly or indirectly, to SAFFOLLYA in any mode or manner.

5. The Wealth coach acknowledges that the availability of SAFFOLLYA Portal, Products, Services and/or other online facilities are subject to interruption for reasons beyond SAFFOLLYA's control and such interruptions may happen without any prior notice to the Wealth coach at any point of time.

6. If the foregoing limitations are held to be unenforceable, the maximum liability of SAFFOLLYA and its service providers to the Wealth coach shall not exceed the amount of fees paid by Wealth coach for availing access to particular Products or Services through SAFFOLLYA in any mode or manner.

7. The Wealth coach should make written suggestions to SAFFOLLYA for rectification of any defects or shortcomings noticed in SAFFOLLYA Portals and other Product or Services offered or made available him or his client.

8. SAFFOLLYA represents that it has taken due care and caution in providing information on SAFFOLLYA Portal and such information or references may be taken from external reliable sources as deemed appropriate by SAFFOLLYA. However, SAFFOLLYA does not make any guarantees or warranties whatsoever, expressed or implied, regarding the accuracy, adequacy, timeliness, completeness, reliability, functionality, fullness of any information, data, analysis, reports, etc., in any mode or manner. SAFFOLLYA shall not be responsible for any

errors or omissions or for the decisions and consequences thereof based on any information, data, analysis, reports, etc., made available by SAFFOLLYA, in any mode or manner, to Wealth coach or any other entity.

9. Any information, data, market analysis, research reports, etc. made available by SAFFOLLYA, in any mode, manner or format, shall not be construed as a representation on the legality, feasibility, fitness or validity of any security, Product or Service under applicable laws.

10. SAFFOLLYA may place on its SAFFOLLYA Portal contents like advertisements, banners, reports, articles, audio /video files, literatures, including those of SAFFOLLYA and third-party Products and Services, including links to third party websites. However, SAFFOLLYA does not validate or qualify or endorse such contents and is not responsible for any such content or information, claims, statements and for any decision taken thereof, for any reason whatsoever.

11. The Wealth coach understands and agrees that no joint venture, partnership, employment or agency relationship exists between the Wealth coach on one hand and SAFFOLLYA on the other as a result of this Agreement.

12. SAFFOLLYA offers Products and Services through PSCs and SAFFOLLYA Portal, which are linked to the back-end infrastructure of SAFFOLLYA. The Wealth coach acknowledges and agrees that the PSC and/or SAFFOLLYA Portal and the linked back-end infrastructure may be inaccessible and/or unavailable at times. In such an event SAFFOLLYA will not be liable for any damage, liability, action, cause of action, suit, claim, demand, loss, cost, and expense arising directly or indirectly from or in connection with any such inaccessibility and/or unavailability. SAFFOLLYA O SAMRIDDHI LLPPRODUCTS DISTRIBUTION AMENDMENT AGREEMENT. V 1.0. Page: 8 / 13

13. Execution of and performance under this Agreement by SAFFOLLYA does not and shall not in any manner be treated as an advice under the IA Regulations.

IX. Intellectual Property:

1. "Intellectual Property"/ "IP" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trademarks, service marks, copyrights, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, spreadsheets, papers, models, sketches, formulas, information, teaching techniques, electronic codes, proprietary techniques, research and development projects and data, and other confidential and proprietary information, computer programming code, databases, data, documents, reports, diagrams, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form, the whether or not copyrightable or patentable or protectable under any other intellectual property law, or any written or verbal instructions or comments.

2. SAFFOLLYA solely owns all 'Intellectual Property' existing, created or held in the Products, Services, SAFFOLLYA Portal, in any mode or manner.

3. The Wealth coach shall have no right to use the Intellectual Property in any manner whatsoever except to the extent expressly permitted by SAFFOLLYA under this Agreement.

X. Confidentiality:

1. The Parties agree to treat all information as confidential and privileged in the nature of intellectual property, supplied or received by it and shall not divulge or disclose the same to any third party.
2. Such obligation shall not apply to information that has entered into the public domain other than as a result of a breach by one of the Parties of such obligation, or is required to be disclosed further to a court order or as well as any information, which has been expressly excluded from the confidentiality requirement in writing. The Parties further agree not to use any such information to the detriment of the other Party in any way whatsoever, at any time.
3. The Wealth coach agrees that it will use all confidential information received by it from Clients and SAFFOLLYA only in connection with the purpose of fulfilling its obligations under this Agreement and for no other purpose whatsoever. The Wealth coach agrees not to make copies of any such confidential information or any part thereof except for the performance of the obligations under this Agreement.
4. The Wealth coach shall keep the access to SAFFOLLYA Portal, tools & contents thereof, documents, user manuals, reports, etc. only for authorized individuals such that unauthorized persons, do not have visual view and/or physical access to the same.
5. The Wealth coach is responsible for maintaining and protecting the confidentiality of any login-id and password issued by SAFFOLLYA for access to SAFFOLLYA Portal, including Wealth coach Desk. The Wealth coach agrees to accept responsibility for all activities that occur under his log in-id and password. SAFFOLLYA shall not be held liable for any actions, claims, damages, losses, suits, proceedings, demands or expenses, costs, charges in respect thereof or otherwise on account of the use of SAFFOLLYA Portal, or other such online facilities by person/s other than those authorized and/or nominated by the Wealth coach.
6. The Wealth coach agrees and undertakes to: a) Provide true, accurate, current and complete information about itself as required under this Agreement; b) Maintain and promptly update the above information to keep it true, accurate, current and complete.

XI. Term, Suspension & Termination:

1. The appointment of the Wealth coach shall be effective from the date of appointment as mentioned in the appointment letter as communicated by SAFFOLLYA and shall remain effective unless terminated by either Party.
2. Each Party hereto is free to terminate this Agreement by serving one-month advance notice to the other Party without assigning any reason.
3. Without limiting other remedies, SAFFOLLYA may issue a warning, temporarily or indefinitely suspend or terminate this Agreement and/or refuse to provide or temporarily suspend, or stop access to any Product and/or Service, including access to 'SAFFOLLYA Portals', in part or in full, to Wealth coach if: a) The Wealth coach commits breach of any terms of this Agreement or the linked policies and information incorporated herein by reference, including the written policies and procedures posted on the SAFFOLLYA Portal; or b) SAFFOLLYA is unable to verify or authenticate any information Wealth coach provides to SAFFOLLYA in any manner or fashion; or c) Non-payment of any charges, fees or any dues by the Wealth coach; or d) SAFFOLLYA has a reason to believe that Wealth coach's actions may cause legal liability for and/or harm the business interests of SAFFOLLYA or any of its' service providers, other Wealth coaches or associates.

4. SAFFOLLYA reserves the right to terminate this Agreement if the Wealth coach commits a breach of any of its' obligations here-in-under and does not remedy such breach within 30 (thirty) days of receipt of written notice from SAFFOLLYA requiring such remedy; a) Unauthorized/unfair usage of the Intellectual Property, SAFFOLLYA brand name, logo, Portals, etc for any purpose. b) Wealth coach is believed to be providing misleading information or not acting in the interest of the Client or entering into any unethical trade practice.

5. SAFFOLLYA reserves the right to suspend and/or terminate this Agreement forthwith, with or without any advance notice, upon the happening of any one of the following events: a) Any threat or use of abusive language or mental harassment by the Wealth coach of any SAFFOLLYA official in any mode, manner or format for reasons beyond the control of SAFFOLLYA or for any unrealistic non-committed expectation. b) Any attempt to defame SAFFOLLYA by providing false or irrelevant information to any regulatory body or any other party. c) Wealth coach is collecting cash from the Client and issuing cheques or demand drafts from his account or any other third-party account or utilizing such amounts for non-bonafide purposes. d) Wealth coach becomes insolvent or enters into liquidation or receivership or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets, or suffers any judgment to be executed in relation to any of its property or assets or any other business, if any of these would adversely affect the performance of the obligations under this Agreement. e) If the information provided by the Wealth coach is found to be untrue, inaccurate, not current or incomplete in accordance with the requirements of this Agreement or if the Wealth coach is found to be concealing any information material to this Agreement.

6. Upon termination or expiry of this Agreement, the Wealth coach shall be eligible to receive a 'No Objection Certificate (NOC)' for transfer of mutual fund Transactions to any new ARN code subject to a written application to SAFFOLLYA. The granting of such NOC by SAFFOLLYA shall be subject to the clearance of all due amounts payable by the concerned Wealth coach and the transferee Wealth coach's eligibility to perform the role of distribution of mutual funds under applicable laws.

7. In case of termination of Agreement, all other Services shall also be terminated, irrespective of any tenure or subscription period remaining, if any. Wealth coach shall not be entitled for any refund of any amount or compensation on account of termination here-in-under.

8. SAFFOLLYA is not liable for any consequence arising from such suspension or termination of Wealth coach. SAFFOLLYA cannot be held liable for any refund of fees, actions, claims, damages, losses, suits, proceedings, demands or expenses, costs, and/or investments made in infrastructure, systems, employees, etc or charges in respect thereof or otherwise on account of such suspension or termination.

9. On the death of the individual Wealth coach, the Wealth coach status shall be deemed to be terminated w.e.f. the date of death. The nominated person or the legal heir would be entitled to receive the payment of all the pending dues of the deceased Wealth coach.

XII. Indemnification:

1. The Wealth coach hereby undertakes, covenants and agrees with SAFFOLLYA, that it will at all times defend and indemnify SAFFOLLYA, its directors, affiliates, officers, employees thereof and their respective successors and assigns, heirs, executors and administrators and each of their estates and effects, from and against:

a) All actions, causes, suits, proceedings, accounts, claims and demands, including claims and demands in respect of any prospective or retrospective liability, or any loss, financial or otherwise, whatsoever or arising on account of the PSCs, Wealth coaches, candidates or its executors, administrators, successors taking any action, error, mistake, loss of document or information, misrepresentation, missing applications or other documents or on account of applications or documents being incomplete in any way, etc whatsoever and/or resulting in the same, undertaking any, and against all damages, costs, charges, expenses, sums of money incurred in respect thereof or otherwise in relation to the aforesaid reasons.

b) Any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses arising directly or indirectly from or in connection with Wealth coach's acts or omissions with respect to this Agreement. 2. SAFFOLLYA shall not be liable for any delay caused in execution and/or rejection in respect of any Transaction or the subsequent receipt of such Transaction or account statement or delivery to a wrong person of any information, including but not limited to log-in information, account statements, Transaction confirmations, electronically or otherwise, which have been made through SAFFOLLYA, SAFFOLLYA PSC, Express PSC or by SAFFOLLYA Portal, for any reason whatsoever.

3. SAFFOLLYA shall not be liable for any delay or non-payment of any proceeds on redemption or dividend payouts by the AMCs to the Clients of the Wealth coaches for any reason whatsoever.

4. SAFFOLLYA cannot be held responsible or liable for any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses, whether direct, indirect, incidental or consequential from such delays, non-executions, rejections, non-communication and/or miscommunication of information, non-payment of proceeds in regards to any Transaction or request for any Product and Service or otherwise made through SAFFOLLYA and/or PSC for any reason whatsoever.

5. If the foregoing limitation is held to be unenforceable, the maximum liability of SAFFOLLYA and its service providers to the Wealth coach shall not exceed the amount of fees actually paid by the Wealth coach for the Products or Services which have been ordered or availed through the SAFFOLLYA Portal and/or PSC.

XIII. Dispute Resolution:

1. Any claim, controversy, difference or dispute between the Wealth coach and SAFFOLLYA shall be attempted to be resolved through mutual negotiations within a reasonable period from the date of such dispute being subject to negotiations upon mutual agreement.

2. If the dispute is not resolved by negotiation within the reasonable period, such dispute shall be referred to and finally resolved by arbitration at Surat only in accordance with the Indian Arbitration and Conciliation Act, 1996, for the time being in force, which rules are deemed to be incorporated by reference into this clause. A sole arbitrator appointed by the SAFFOLLYA shall conduct the arbitration.

3. The language of the arbitration shall be English. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.

4. Notwithstanding the above, SAFFOLLYA or the Wealth coach shall be entitled to approach the court of appropriate jurisdiction for the grant of any interim or equitable relief.

XIV. Miscellaneous:

1. The Wealth coach is not entitled to subcontract or transfer any of its rights and obligations under this Agreement without prior written consent of SAFFOLLYA. SAFFOLLYA may assign all or part of its obligations under this Agreement.

2. For any further clarifications and details that the Wealth coach may require the Wealth coach is required to contact the person handling the relationship of such a Wealth coach.

3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable then such provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement, all other provisions will nevertheless continue in full force and effect.

4. The relationship between SAFFOLLYA and the Wealth coach shall be that of independent contractors. No party shall be an agent of the other, and no employees or agents of any party shall be considered the employees or agents of the other party. Each party shall be responsible for its employees' and agents' compliance with all applicable laws.

5. The failure of or delay by SAFFOLLYA to insist upon strict performance of any of the provisions of this Agreement shall not be construed as the waiver of any subsequent default of a similar nature.

6. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

XV. Governing Law:

All Transactions done by the Clients through the PSCs and/or SAFFOLLYA Portals shall be governed by and construed in accordance with the laws of India, without regard to the rules regarding conflicts of law. Subject to arbitration, any litigation regarding this Agreement or any Transaction or any action at law or in equity arising out of or relating to this Agreement shall be filed only in the competent Courts of Surat alone and the Wealth coach hereby agrees, consents and submits to the jurisdiction of such courts for the purpose of litigating any such action.

XVI. Notice:

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by facsimile, by personal delivery or by sending the same by prepaid registered mail addressed to the party concerned at its address stated in the title of this Agreement or the fax numbers set out below and/or any other address subsequently notified to the other parties for the purposes of this Clause and shall be deemed to be effective (in the case of registered mail) 7 (seven) calendar days after posting, (in the case of facsimile) 1 (one) Business Day after receipt of a transmission report confirming dispatch or (in the case of personal delivery) at the time of delivery.

If to SAFFOLLYA:

Address: 5/2/B GHARI KHANA ROAD, SHYAMNAGAR, 24 PGS (N) PIN – 743127

If to Wealth coach:

Name, Address and other details as mentioned in the Wealth coach Enrolment Form.

XVII. Non-Solicitation:

During the term of this Agreement and for a period of 12 months from the date of Termination of this Agreement, unless otherwise agreed to by SAFFOLLYA, Wealth coach shall not directly or indirectly employ or attempt to employ or assist anyone else to employ any person who is in the employment of SAFFOLLYA or any of its affiliates at the time of the alleged prohibited conduct, or was in the employment of SAFFOLLYA or its affiliates at any time during the preceding twelve months.

XVIII. Force Majeure:

In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of a Party prevents the Party from performing in accordance with the terms of this Agreement, such nonperformance, except an obligation to pay fees or monies, shall be excused and shall not be considered a breach or default for so long as such conditions prevail, provided the affected Party provides the other Party with written notice of the force majeure event within forty eight (48) hours of its occurrence.

IN WITNESS WHEREOF the Parties hereto have set their respective hands for execution as on day month and year herein above mentioned in the presence of attesting witnesses.

SIGNED AND DELIVERED BY

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|---|---|
| <p>For and on behalf of SAFFOLLYA O SAMRIDDHI LLP</p> <p>Signatory Name: _____</p> <p>Designation: _____</p> <p>Signature with Stamp: _____</p> | <p>WITHIN NAMED PARTNER / Sub-Distributor / Wealth Coach</p> <p>Name of the Entity: _____</p> <p>Signatory Name: _____</p> <p>Signature with Stamp: _____</p> |
| <p>Witness:</p> <p>Signatory Name: _____</p> <p>Signature: _____</p> | <p>Witness:</p> <p>Signatory Name: _____</p> <p>Signature: _____</p> |