

TERMS & CONDITIONS

These “Terms and Conditions” of Empanelment as a Distributor of Capitalmind Mutual Fund are a binding contract between yourself and Capitalmind Asset Management Private Limited (as asset management company of Capitalmind Mutual Fund) for your appointment as a distributor of Capitalmind Mutual Fund to distribute units of the schemes of the Capitalmind Mutual Fund.

Please read these Terms and Conditions carefully. By signing these Terms and Conditions you acknowledge that you have read, understood and agree to be legally always bound by them.

OBLIGATIONS OF THE DISTRIBUTOR:

1. Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective scheme(s) launched by Capitalmind Asset Management Private Limited (“AMC”) on behalf of Capitalmind Mutual Fund (“Mutual Fund”).
2. The Distributor and the AMC agree that this relationship is expressly established subject to the AMC being allowed to appoint other Distributors to sell the Units of Scheme(s) or to sell Units of Scheme(s) directly to customers and the Distributor shall have the right to distribute similar products of other third parties and provide similar services to such other third parties.
3. The Distributor represents and warrants that all statements made and information which has been and/or which may hereafter be given by the Distributor to AMC for or in connection with the Distributor’s empanelment as a Distributor is / shall be correct and complete and is not / shall not be misleading (whether by reason of omission to state a material fact or for any other reason)
4. The Distributor and/or its employees or representatives shall satisfy the eligibility requirements as may be prescribed by Securities and Exchange Board of India (‘SEBI’) and/or Association of Mutual Funds in India (‘AMFI’) in this regard, including minimum age requirements, qualification requirements, net worth, minimum empanelment with other asset management companies, etc.
5. The Distributor and/or its employees or representatives who will be involved in the distribution of the units of the schemes of the Mutual Fund represent and warrant that they are authorized to act as a distributor of mutual fund product(s) and have passed the necessary NISM /Association of Mutual Funds in India (‘AMFI’) Certification Test (Advisor Module) and obtained an Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that the employees quote the EUIN in the Application Form for investments.
6. The Distributor shall ensure that 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 applicable laws to perform its obligations hereunder during the term of appointment 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. Further, the Distributor shall specifically ensure that any employee interacting with investors or proposed investors of the Mutual Fund (i.e, those working in investor relations, call centers, employees engaged in sales and marketing, etc.) have necessary certification as prescribed by SEBI and/or AMFI. In case the certifications/registrations/ approvals held by such employees of the distributor expire or become invalid during the term of the Distributor’s empanelment with the AMC, the distributor shall ensure that such employees are not involved in distribution services of the Mutual Fund, until their certifications/registrations/approvals are validated.
7. The Distributor agrees to comply with the provisions of the SEBI (Mutual Funds) Regulations, 1996, the SEBI Master Circular for Mutual Funds dated June 27, 2024 (as may be amended or superseded from time to time), any other circulars issued by SEBI thereunder, as well as circulars/guidelines/notices issued by AMFI, including all current AMFI/SEBI guidelines on distribution practices, including segregation of advisory/distribution services.
8. The Distributor and its employees who will be involved in distribution of units of the schemes of the Mutual Fund

must carry out such directions and instructions as may be issued by the AMC from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.

9. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributors' employees, Distributor (including sub-Distributor) and representatives.

10. The Distributor must carefully read and understand the Scheme Information Document ('SID') and the Key Information Memorandum ('KIM') of the scheme(s) of the Mutual Fund 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 the Mutual Fund or any scheme of the Mutual Fund except those contained in the relevant SID, SAI, KIM and / or the marketing material issued by the AMC.

11. The Distributor shall use only the SID, SAI, KIM and marketing material as is provided by the AMC and the Distributor shall not design his own marketing material in respect of any scheme of the Mutual Fund unless he has obtained prior written approval of the AMC for the same.

12. The Distributor shall always conduct himself with propriety and decorum and in a manner which is not prejudicial to the interest of the AMC / the Mutual Fund.

13. Where the Distributor represents to offer advice while distributing the investment products of any scheme of the Mutual Fund, the same shall be subject to a principle of 'appropriateness' of products to that customer category. Appropriateness in this regard is defined as selling only that product categorization that is identified as best suited for investors within a defined upper ceiling of risk appetite and no exception should be made in this regard. In case of execution only transactions which are not booked as 'advisory', if the Distributor has information to believe that the transaction is not appropriate, a written communication must be made to the investor regarding the unsuitability of the product and the communication shall have to be duly acknowledged and accepted by the investor. Further, a confirmation from the investor to the effect that the transaction is 'execution only notwithstanding the advice of inappropriateness from that distributor' must be obtained prior to the execution of the transaction.

14. The Distributor agrees and undertakes not to include or enforce any clause in its agreement or communication with any investor of the Mutual Fund that seeks to indemnify the Distributor or its employees, agents, or representatives from any liability for advice, representation, or recommendation made to the investor. The Distributor acknowledges that such clauses, as clarified by SEBI and communicated by AMFI, are undesirable and inappropriate and must be removed or suitably amended to prevent undue indemnification. The Distributor confirms that any such clauses, if present in existing investor agreements, have been or shall be promptly deleted or modified to ensure compliance with SEBI and AMFI requirements.

15. 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 Mutual Fund.

16. The Distributor shall, always, comply with and adhere to the code of conduct for Distributors (enclosed herewith as Annexure), including any amendments thereto from time to time.

17. In case any purchase or switch transactions are received from or under the ARN of a non-empaneled Distributor, such transaction shall be processed under the direct plan of the concerned scheme of the Mutual Fund.

18. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of the Mutual Fund or otherwise on behalf of the AMC and all subscriptions procured by the Distributor shall only be accepted by means of account payee cheques, pay orders or demand drafts drawn in favour of the respective scheme name as mentioned in the SID. The Distributor cannot, on behalf of the AMC, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of the Mutual Fund.

19. The Distributor agrees that any order received by AMC with respect to the Fund shall be subject to final acceptance by the Fund. Further, the AMC shall not accept any order which is placed on a conditional basis or

subject to any delay or contingency prior to execution

20. Distributor shall note that the Units of the Schemes are not offered, nor is the Fund managed or intended to serve as a vehicle for frequent trading that seeks to take advantage of short term fluctuations in the market, hence, AMC at its sole discretion may reject any purchase or exchange of units that it reasonably believes may represent a pattern of market timing activity involving the funds of the Mutual Fund. AMC may also reject any application of any Customer at its absolute discretion without assigning any reasons, subject to the provisions of the respective SID read with SAI including any transactions which are not in accordance with the Anti- Money Laundering provisions and may report any suspicious transactions to the appropriate authorities.

21. FATCA & CRS: Distributor shall ensure the compliance with FATCA (Foreign Account Tax Compliance) & CRS (Common Reporting Standard) requirements. Relevant regulations require us to collect information about each investor's tax residency. Distributor shall collect FATCA/CRS related information of each investor and provide the same in the agreed format as discussed from time to time to the AMC. Distributor shall reject the applications/restrict further investments or seek additional information from investors who have not provided the requisite information.

22. No pass back either directly or indirectly shall be given by the Distributor to the investors of the Mutual Fund.

23. The Distributor shall disclose all commissions paid (in the form of trail commission or any other mode) payable to them for different competing schemes of various mutual funds from amongst which the scheme of the Mutual Fund is being recommended to a concerned investor.

24. The Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act, 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time along with any other requirements prescribed in this regard under applicable law. 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.

25. Distributor understands that 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, Government of India on monthly basis. The Distributor agrees to assist AMC in all respect for the said suspicious transaction reporting.

26. The Distributor shall be responsible for providing the foreign inward remittance certificate or the certificate evidencing the subscription by way of debit to the NRE/ FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by the Mutual Fund from such investor.

27. The Distributor agrees and understands that the Distributor is not engaged in distribution of financial products outside India, however if the Distributor intends to do so, it shall do so after obtaining applicable regulatory approvals. The distributor agrees not to distribute the products of the AMC to such investors who are prohibited or restricted from investing in India. In situations where the Distributor is unclear about the status of a prospective investor to whom distribution services are to be provided, the Distributor shall first consult the AMC.

28. The Distributor shall have compliance and risk management policies/functions to inter alia:

- a) Review investment products of the schemes of the Mutual Fund.
- b) Factors to be included in determining the risk appetite of the customer and the investment categorization and periodicity of such review.
- c) Review of transactions, exceptions identification, escalation and resolution process by internal audit.
- d) Recruitment, training, certification and performance review of all personnel engaged in this business.
- e) Customer onboarding and relationship management process, servicing standards, enquiry / grievance handling mechanism.
- f) Internal/ external audit processes, their comments / observations as it relates to MF distribution business.
- g) Findings of ongoing review from sample survey of investors.

29. The Distributor shall not in any way pledge or have any lien or charge on the properties of the AMC, the Mutual Fund, the trustee company of the Mutual Fund being Capitalmind Trustee Private Limited ("Trustee") or any

investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.

30. The AMC shall have a right to call upon the Distributor to furnish any information or statistics including but not limiting to his business with respect to other mutual fund(s), which the Distributor shall be bound to furnish. However, in case of any potential confidentiality breach or conflict in sharing such information, the Distributor shall indicate the same to the AMC and the Parties shall mutually discuss on the way forward.

31. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of the AMC / the Mutual Fund (or any things identical thereto) in any manner whatsoever, except as permitted by the AMC.

32. The Distributor shall do all acts, deeds and things necessary on behalf of the Mutual Fund/ AMC, to enhance the investor's confidence and interest in the Mutual Fund and ensure that the interests and reputation of the Mutual Fund/ AMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the Mutual Fund/AMC nor in any way pledge the units of the Mutual Fund/AMC's credit.

33. If the Distributor has an excessive portfolio turnover ratio, i.e., more than two times the industry average, then the AMC is entitled to carry out additional due diligence on the Distributor.

34. 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 AMC and arising out of any action or omission by the Distributor or its employees, and shall provide complete assistance to the AMC for redressal of complaints, in no case later than three days of receipt of any such complaint.

35. The AMC shall, from time to time, publish notices, addendums and may make available to the Distributor any other documents as may be related to the schemes of the Mutual Fund. The Distributor undertakes to:

- a) properly display such documents in its places of business.
- b) provide legible hard copies of such documents to investors/potential investors of the Mutual Fund.
- c) provide his/ her/ their email address/contact details to the AMC and keep the AMC informed about the changes thereto.

36. The Distributor shall not have any direct or indirect association with another person who (i) provides advice or any recommendation, directly or indirectly, in respect of or related to a security or securities, unless the person is registered with or otherwise permitted by SEBI to provide such advice or recommendation; or (ii) makes any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities, unless the person has been permitted by SEBI to make such a claim.

37. The Distributor must satisfy the 'fit and proper' criteria as may be specified by the AMC at the time of empanelment as well as on a periodic basis, which shall inter alia include:

- a) Business model, experience and proficiency in business.
- b) Record of regulatory/statutory levies, fines and penalties, legal suits, customer compensation made and causes for these, and resultant coercive actions taken.
- c) Review of associates and subsidiaries on above factors.
- d) Organizational controls to ensure that the following processes are delinked from sales and relationship management processes and personnel: (i) Customer risk / investment objective evaluation; (ii) Mutual Fund scheme evaluation and defining its appropriateness to various customer risk categories

38. The Distributor shall not handle payout and payment of funds and/or units of the Mutual Fund, on behalf of investors.

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

39. The commission and the periodicity of its payments for each scheme of the Mutual Fund will be decided by the AMC at its discretion, subject to requirements specified by SEBI and/or AMFI in this regard. Further, the 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 Mutual Fund subject to such other

terms and conditions as may be applicable.

40. Notwithstanding anything herein, the Parties hereby exercise the option under SEBI circular CIR/IMD/DF/13/2011 dated 22 August 2011 to opt out of its transaction-charges framework payable to distributors; accordingly (a) no transaction charges shall be levied on or collected from investors for investments sourced by the Distributor, and (b) The AMC shall have no obligation to pay the Distributor for such charges; however, this shall not affect the Distributor's entitlement to commissions, brokerage or trail fees otherwise payable under this Agreement.

41. Brokerage will be paid either by account payee cheque, demand draft or any other direct credit arrangement at the discretion of AMC in the name of the Distributor (and not in the name of any nominee or other person). No brokerage will be paid in cash.

42. All amounts referred to in this Agreement are inclusive of GST and any other indirect taxes as may be applicable in past, present and future by whatever name called, as may be applicable. All such commission payments will also be subject to Tax Deducted at Source (TDS) and other applicable taxes in accordance with prevailing tax laws in India. The net payout shall reflect these deductions as required under law. All payments shall be subject to SEBI Regulations. Distributor registered under GST law needs to share their GSTIN details with the AMC. Distributor shall raise an invoice for brokerage along with the GST taxes in the name of "Capitalmind Mutual Fund" addressing to "1st Floor, 2323, Prakash Arcade, 17th Cross Rd, 1st Sector, HSR Layout, Bengaluru, Karnataka, 560102. Invoice shall contain GST Number of Capitalmind Mutual Fund "29AADTC6682R1ZR"

43. The 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 required by the AMC.

44. The Distributor shall not have any right or claim against the Mutual Fund/ AMC, for any loss incurred by it due to any revision made by the AMC in commission or any change of terms and conditions of distribution.

45. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, the AMC/ Mutual Fund shall be entitled to recover the same or adjust all such amounts as it was paid incorrectly or by mistake to the Distributor.

46. The commission / brokerage payable by the AMC in respect of distribution of Mutual Fund units by the Distributor will be as per the brokerage structure as may be notified by the AMC from time to time and will be inclusive of all taxes, cess, charges and levies.

47. The Distributor shall be entitled to only the fee specified herein for the services rendered by him in terms of this agreement.

48. The Distributor shall share such information as may be required by the AMC, when the AMC is making regulatory disclosures regarding distributor-wise gross inflows, net inflows, average AUM and ratio of AUM to gross inflows, on a yearly basis.

49. Where the SIP by an investor is not continued, the upfront trail commission by the AMC to the Distributor shall be recovered on a pro-rata basis from the Distributor for the period for which the commission is paid.

50. The Distributor shall not offer any indicative portfolio and indicative yield regarding the investment products of the AMC, to investors.

51. Where the Distributor is changed on the request of an investor, the AMC may consider making payment of trail commission to the new transferee distributor after a cooling-off period of 6 (six) months from the date of change of the distributor code in the unitholder database of the AMC. The payment of commission to the new (transferee) distributor shall be based on the lower of the commission rate (as applicable on the date of change of distributor code) of the transferor and transferee distributor. Other than the trail commission referred to above, no other payments of any nature whatsoever, including incentives or commissions, shall be made on account of change of distributor code, on a prospective basis.

In case of breach of the Code of Conduct (prescribed by AMFI), wherein the ARN of the Distributor is suspended, the AMC shall be entitled to debar the Distributor from marketing/ selling the products of the Mutual Fund and shall also not pay any commission or incentive, during such period of suspension. It is clarified that during the period of suspension, commission on any business canvassed by the Distributor prior to the date of suspension shall stand forfeited. All purchase and switch transactions (including SIT/STP transactions) registered prior to the date of suspension and fresh SIP/STP received under the suspended ARN code shall be processed under direct plan of the concerned scheme, and such transactions received through stock exchange platforms shall be rejected.

INDEMNITY:

52. The Distributor hereby declares and covenants to defend, indemnify and hold the AMC, its Trustee and their directors, officers and employees, affiliates, promoters, 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 there under.
- b) Any failure to comply with all applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law.
- c) The misfeasance, malfeasance, gross negligence, defaults, misconduct or fraudulent acts of and by the Distributor or its representatives, employees, directors, agents, representatives.
- d) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorney's fees, resulting from any of the matters set forth herein.
- e) Fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives.
- f) Any third party claims made by investors of the Mutual Fund due to any misrepresentation or willful neglect in disclosing details or making guarantees, not approved or confirmed or informed by the AMC.
- g) Willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
- h) Breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.

TERM AND TERMINATION:

53. The appointment of the Distributor shall continue to remain in full force and effect unless terminated by the AMC or the Distributor, in accordance with the provisions contained herein. The AMC shall be entitled to terminate the engagement of the Distributor forthwith, if:

- a) The Distributor is adjudicated as insolvent or declared to be a defaulter, 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 AMC / Mutual Fund or any unit holder of the Mutual Fund.
- c) Any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead the AMC.
- d) The Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of the AMC/ Mutual Fund.
- e) The Distributor is not in compliance with applicable legal and regulatory requirements applicable to it, including the SEBI (Mutual Funds) Regulations, 1996 and the AMFI Code of Conduct for Mutual Fund Distributors, as amended from time to time, as per the terms and conditions of this contract.
- f) The Distributor remains inactive in business with the AMC for a considerable period of time, as decided by the AMC from time to time. The Mutual Fund also reserves the right to suspend brokerage under such cases.

54. Further, the AMC shall have the right to terminate the appointment of the Distributor, without any cause, at any time by giving 30 (thirty) days' notice to the Distributor. The Distributor may also terminate his engagement with the AMC at any time by giving a 30 (thirty) days' notice to the AMC .

55. The engagement of the Distributor shall stand automatically terminated, without notice from the AMC, upon

disqualification or withdrawal of necessary authorization(s) of the Distributor.

56. Upon any termination, the Distributor shall forthwith return to the AMC, all documents, papers and material pertaining to and / or belonging to the AMC/ Mutual Fund. Further, the Distributor shall ensure that any information pertaining to the AMC and its investment products, the Mutual Fund and details of investors of the Mutual Fund are expunged and permanently erased from the systems, logs etc of the Distributor and its employees immediately upon termination of this Agreement.

CONFIDENTIALITY:

Confidential information shall mean all information disclosed to the Parties under this Agreement including but not limited to the details of the investors of the Mutual Fund and investment products offered by the AMC through the Mutual Fund ("Confidential Information"). 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 following shall not be considered Confidential Information:

- a) Any 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.
- b) Information which was previously known to the Recipient Party prior to receipt from the Disclosing Party.
- c) 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.

The restriction specified above with respect to maintaining strict confidentiality with respect to the Confidential Information, shall not apply when there is a regulatory or legal requirement to disclose such Confidential Information to any authority including SEBI and/or AMFI, upon specific requests being made by such authorities. However, the Disclosing Party shall issue a prior intimation to the other Party regarding such information request.

57. Each Party acknowledges and agrees to protect the Confidential Information and the standard of care required by the Party in protecting the confidentiality of Confidential Information shall be 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 a NEED-TO-KNOW basis for legitimate uses.

58. 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"). On sharing, collecting and preserving of sensitive personal data and information, the Distributors and the AMC mutually agree as follows: That they shall keep the Personal Information and/or Sensitive Personal information that are collected from the investors and/or unit holders of the Mutual Fund as strictly confidential and would make use of the same only for the purpose for which it has been authorized to collect the information. Further, prior to disclosure of the information collected by the unitholders to any third parties or vendors, prior consent of such unitholders shall first be obtained by the Distributor or the AMC, as the case may be. 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 in followed. The Parties hereby confirm and represent 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 of the AMC.

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

WAIVER:

60. No failure or delay in exercising any right, power or privilege under this Arrangement by the AMC shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further

exercise thereof, or the exercise of any other right, power or privilege.

61. No waiver by the AMC of any breach of any of the terms of this Arrangement shall be effective unless such waiver is expressed in a writing signed by the through its authorised representative and the waiver by the AMC of breach of any of the terms of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed to be a waiver of any subsequent breach.

MISCELLANEOUS:

62. The AMC reserves the sole right and discretion to change the status category of the Distributor.

63. The empanelment of the Distributor as a distributor of the Mutual Fund shall be on a non-exclusive basis.

64. The relationship between the AMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between the AMC and the Distributor. The Distributor shall not, and shall not be entitled to, by written or oral act, omission, word or deed make any statement on behalf of AMC or in any manner bind AMC or hold out or represent that the Distributor is representing or acting as agent of AMC.

65. The Distributor who is an individual, shall be entitled to register a nominee with the AMC , which nominee shall, in case of the demise of the Distributor, be entitled to receive trail commissions on the business done by the Distributor before his demise, provided the Distributor has complied with the terms and conditions set out in this Agreement. The payment of the said amount by the AMC to the nominee shall fully discharge AMC from all its obligations. The AMC reserves the right to ascertain the identity of the nominee at any time and is entitled to request any such information as it may deem fit, for carrying out necessary due diligence in line with applicable legal requirements.

66. In respect of all disputes arising under this Agreement, the courts at Bengaluru alone shall have exclusive jurisdiction, in accordance with the laws of India.

67. The statements and declarations made by the Distributor for the purpose of empanelment as a distributor, form the basis of the Distributor's empanelment. In the event of any change in information that what has been previously submitted by the Distributor for the purpose of empanelment, shall be duly intimated by the Distributor to the AMC on an immediate basis.

68. The activities of the Distributor and his personnel / representative(s) shall not be construed to be activities of the AMC.

69. The empanelment of the Distributor as a distributor of the Mutual Fund is subject to written confirmation from the AMC. The Distributor shall promptly provide on periodic basis such written declaration / confirmations along with supporting documents as required by AMC to ensure compliance with all applicable laws.

70. The Distributor shall not restrict the right of investor for changing the distributor, if the investor wishes to do so.

71. 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. "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.

72. The Distributor declares and confirms that (if the Distributor is an individual) his / her residential status is

that of an Indian Citizen resident in India or (in case the Distributor is a sole proprietary concern) the Distributor's sole proprietor's residential status is that of an Indian Citizen resident in India or (if the Distributor is a partnership firm) all the partners in the Distributor's firm are Indian Citizens resident in India or (if the Distributor is a company) the Distributor is a company incorporated in India; and the Distributor agrees and undertakes to inform AMC in the event of any change in its or its partners' (as the case may be) status be it residential or otherwise. The Distributor agrees and confirms that any payments received by the Distributor from AMC shall not be repatriated outside India in any form whatsoever.

73. Arbitration

- a) 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.
- b) The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed.
- c) The place of arbitration shall be Bengaluru and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Bengaluru.
- d) The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- e) 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 judgement thereon in any one or more of the highest courts having jurisdiction.
- f) 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 law. The distributor hereby gives its consent on being approached by representatives and agents of Capitalmind Mutual Fund/ Capitalmind Asset Management Company Ltd telephonically, electronically, by postal mails or by any other modes of communication for considering business engagement/empanelment with Capitalmind Asset Management Company Ltd for distribution of schemes of Capitalmind Mutual Fund managed by Capitalmind Asset Management Company Ltd, irrespective of blocking preferences with the National Customer Preference Registry. Any use of this information is subject to Capitalmind Asset Management Company Ltd privacy policy available on the website – www.capitalmindmf.com.

I/We have fully read, understood and accepted the above-mentioned terms and conditions and to agree to always abide by the same.

I/We agree to submit such declarations/documents/forms as required by the AMC from time to time.

I/we further agree to abide by the code of conduct and rules/regulations laid down by SEBI and AMFI. I/We shall neither pass on or rebate brokerage back to investors nor tempt them with rebate/gifts.

I/We further have no objections in the AMC taking any disciplinary action against me/us or any of my/our employees or representative who is found violating the prescribed code of conduct or breach of this Agreement or applicable law.

I/We agree to provide all the documents to the Mutual Fund/AMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.

AMFI Code of Conduct for Mutual Fund Distributors

1. Purpose and Scope of the Code

a. This Code of Conduct ("Code") requires Mutual Fund Distributors to demonstrate the core values of being a fiduciary by establishing professional standards in their dealings with the investors, Asset Management Companies ("AMCs"), and other distributors so as to exemplify the values of transparency, competency, fairness, integrity and thereby seek to inspire and maintain trustworthiness in the profession of distribution of Mutual Fund schemes.

b. This Code applies to all persons and entities who are registered with the Association of Mutual Funds in India

(AMFI) as mutual fund distributors i.e. holders of AMFI Registration Number (“ARN”) (referred to as “MFDs” in this Code) and is binding on all the Directors/partners, members, sub-distributors, employees and representatives of the MFDs (collectively referred to as “Representatives” in this Code). The term “MFDs” is deemed to include the sales personnel of the MFDs engaged in marketing, sale and distribution of mutual fund products.

2. Obligations of the MFDs

1. Fiduciary Duty

a. MFDs must consider investor’s interest as paramount and exercise due diligence, take proper care and exercise independent professional judgment in the best interest of the investor.

b. MFDs should try to avoid conflict of interest as far as possible, and when it cannot be avoided, they shall ensure that appropriate disclosures are made to the investors, and that the investors are treated fairly. Further, while selling Mutual Fund products of their group/affiliate/associates, MFDs shall make appropriate disclosures to the investors regarding the conflict of interest arising from distribution of such Mutual Fund scheme.

c. MFDs shall ensure that financial incentive should not form the basis for recommending any particular scheme or transaction to any investor. MFDs shall promote a culture of ethics and integrity within the organization, so as to dissuade unfair practices, conflicts, aggressive sales tactics and other inappropriate conduct directed to achieve sales targets in disregard of its fiduciary duty of care, diligence and loyalty.

d. MFDs shall not rebate or pass-back commission to investors and shall refrain from attracting investors through inducement of rebate or gifts / gift-vouchers etc.

e. MFDs shall not collude or undertake malpractices such as:

- i. encouraging over transacting and churning of investments to earn higher commissions.
- ii. splitting applications to earn higher transaction charges / commissions.
- iii. participating in payment defaults (such as dishonoring of cheques) or diversion of funds.
- iv. making false claims for or participating in wrongful dividend / redemption payouts.
- v. carrying out unethical practices such as churning, selling unsuitable products to clients, selling of units of schemes of any mutual fund, directly or indirectly, by making false or misleading statements, concealing or omitting material facts of the scheme, concealing the associated risk factors of the schemes, etc.

2. Compliance related obligations

a. MFDs shall adhere to Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 (“Mutual Fund Regulations”) and guidelines/circulars issued by Securities and Exchange Board of India (“SEBI”) and AMFI, from time to time, pertaining to distributors, selling, distribution and advertising practices (including the preparation of sales promotional literature and content) and code of conduct. Performance disclosures should also comply with the requirements specified by SEBI. MFDs must also adhere to restrictions prescribed under other SEBI Regulations as may be applicable to their marketing, selling and distribution activities, for example, obligation on segregation of distribution and advisory services mandated under SEBI (Investment Advisers) Regulations, 2013.

b. MFDs shall comply with the Know Your Distributor (“KYD”) norms prescribed by AMFI. MFDs shall be diligent in attesting / certifying investor documents and performing In Person Verification (“IPV”) of investors for the KYC process in accordance with the guidelines prescribed by AMFI / KYC Registration Agency (“KRA”) from time to time.

c. MFDs should endeavor to be fully conversant with the key provisions of the Scheme Information Document (“SID”), Statement of Additional Information (“SAI”) and Key Information Memorandum (“KIM”) as well as the operational requirements of various schemes and should explain to the investors the key features (including fundamental attributes) of the schemes and any risk associated therein.

d. In order to assess suitability of the Mutual Fund scheme being marketed, the MFDs should seek information from their clients about their financial status, investment experience and investment objectives.

e. MFDs shall ensure that their Representatives have the necessary education and experience to perform their respective services.

f. MFDs and their Representatives shall maintain confidentiality of all information relating to the AMCs and investors, and shall not:

- i. share or publish such information in any private or public forum without prior written consent of the concerned AMC/investor
- ii. share or make any disclosure to any third party except pursuant to any filings or disclosures as may be required under applicable law or order of any court or regulatory body.
- iii. share data with Group Companies for cross marketing.
- iv. MFDs and their Representatives shall comply with the Data Sharing Principles prescribed by AMFI and the applicable laws on Personal Data Protection.

g. MFDs shall adhere to contractual agreements with AMC relating to data privacy to ensure that the data is always protected, used only for the purpose for which it was obtained and purged as soon as the data is no longer required to be stored for rendering services for which it was collected or stored securely.

h. MFDs shall ensure that they and their sub-distributors are compliant with SEBI regulations, AMFI guidelines and code of conduct at all times and also that all their sub-distributors have a valid ARN. In other words, principal MFD should not engage or continue to engage a sub distributor whose ARN is rendered invalid.

3. Infrastructure, record keeping and other related obligations

a. Physical Infrastructure: MFDs should maintain necessary infrastructure to support the AMCs in maintaining high service standards to investors and ensure that critical operations such as forwarding /submission of forms and cheques etc. to AMCs/RTAs are appropriately supported.

b. Digital Infrastructure: In view of increased initiatives towards digitization of mode of performance of services, including new client on-boarding, transaction processing and ongoing servicing for investors, MFDs should adopt adequate information technology related infrastructure, including in relation to cyber security measures to maintain confidentiality of electronic data during collection, transmission and storage as well as to mitigate risks related to execution of Mutual Fund transactions through digital platforms.

c. Internal control, financial and operational resources: The MFDs should have internal control procedures and financial and operational systems and processes which can be reasonably expected to detect and prevent mis-selling as well as mitigate financial loss arising from fraud and other dishonest acts, professional misconduct or omissions, theft, or force majeure events. MFDs are encouraged to take up appropriate insurance coverage for their activities. AMFI Code of Conduct for Mutual Fund Distributors.

d. Record keeping: MFDs should maintain adequate records in relation to clients, whether in physical or digital form, as applicable, in compliance with the applicable laws and SEBI regulations, including KYC records as well as correspondence with the investors on particular scheme or transaction suitability and consent/dissent of the investors.

4. Client related obligations

a. MFDs shall provide full and updated information on schemes, as provided to them by the AMCs, to the investors including SAI, SID, addenda, performance reports, fact sheets, portfolio disclosures and brochures. MFDs shall not deliberately withhold or omit any material fact or information supplied to them by the AMCs from any investor that the investor should know or may want to know, including information about particular scheme or transaction not being appropriate for the investor.

b. MFDs shall highlight risk factors of each scheme to their investors, desist from making any misrepresentation or exaggerated statements or conceal associated risk factors of a scheme and shall advise and urge their investors to go through SAI/SID/KIM before deciding to make investments.

- c. MFDs shall disclose to the investors all material information including all commissions (in the form of trail commission or any other mode) received or receivable by them for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investor.
- d. MFDs shall disclose to their clients the list of mutual funds they are affiliated with and inform to the clients that the information provided is limited to the mutual fund products that are being distributed/promoted by the MFDs and also inform the clients that the clients may also consider other alternate products, which are not being offered by the MFDs before making investment decision.
- e. If the MFD is an associate/group company/ sponsor of AMC of a mutual fund, the MFD shall, while providing suggestions to investor, disclose all material information about its association with the concerned AMC and the total amount of commission received/receivable.
- f. In terms of SEBI letter no. SEBI/IMD1/DoF-1/SK/2021/25517/1 dated September 06, 2021, MFDs cannot deal in Direct Plans. MFDs shall ensure that on any digital platform provided by MFD for offering investment facility to investor, it is categorically disclosed that the scheme the investor is subscribing to is of Regular Plan which involves payment of commission to MFD. The link for the rate of commission received or receivable by the MFD for the different competing schemes of various Mutual Funds shall be prominently displayed on the platform indicating the same as a hyperlink. Further, a link to the AMFI Code of Conduct for Mutual Fund Distributors [April 2022] Page 5 scheme offer documents (SID/SAI/KIM) shall also be prominently displayed on the concerned page
- g. MFDs shall (i) not provide any indicative portfolio or indicative yield or indicative return for any particular scheme or transaction and (ii) abstain from indicating or assuring returns for any particular scheme or transaction.
- h. MFDs engaged in providing other financial services in addition to distribution of mutual fund products, where other financial products with assured return are being offered to clients, MFDs and their employees shall ensure that they do not mis-sell mutual fund products on the basis of indicative or assured return or regular income to the customers seeking to make investments. It shall be explained to the clients that MF investments are not guaranteed or assured return products and that the principal amount may be exposed to risk of loss.
- i. To prevent submission of fraudulent, incomplete, tampered or incorrect forms or applications, MFDs shall set up adequate training and processes to ensure that:
- i. information in the application forms (including address and contact details) is filled diligently with the investor's own, accurate and complete information. Whether requested by the investor or not, the contact details / information of the MFDs' Representatives or any other third party is not filled in the application forms, so as to pass-off as the information relating to the investor.
 - ii. any additions, revisions to the investor's contact details /information is done only upon receipt of such information from the investor or the investor's authorized person,
 - iii. application forms submitted by the investor are not tampered with, whether by inserting, deleting or modifying any information / field in the application forms,
 - iv. EUIN of the concerned employee of the MFD is written on the application forms for identification.
- j. MFDs shall endeavor to resolve investor grievances/ complaints arising out of marketing, sale and distribution activities and shall provide complete assistance to the AMCs for redressal of grievances/ complaints.
- k. MFDs shall use marketing material as is provided to them by the AMCs and shall not design their own marketing materials in respect of any scheme or display the name, logo, mark of any AMC without the prior written approval of the AMC.
- l. MFDs shall draw attention of their clients to the disclosures made in the SID/SAI/ /KIM relating to general risks of investing through mutual fund schemes as well as scheme specific risks such as
- (i) returns being subject to market risk including loss of capital on account of market volatility, force majeure events, changes in political and economic environment, default by issuers of securities to

mutual funds, bankruptcy or insolvency AMFI Code of Conduct for Mutual Fund Distributors [April 2022] Page 6 of issuers and potential segregation of portfolio by AMC in such circumstances;

- (ii) suspension of redemption facility in case the scheme faces liquidity crisis;
- (iii) risks associated with subscription to new fund offering of the scheme such as price volatility risk, liquidity risk and delisting risk;
- (iv) winding up of schemes on account of illiquid instruments, higher volume of redemption requests from the investors or on account of unforeseen market events.

m. MFDs shall ensure that comparisons, if any, are made with similar and comparable schemes/ products along with complete facts

5. Other obligations

a. Individual MFDs shall obtain NISM certification and register themselves with AMFI and obtain ARN and Employee Unique Identification Number (EUIN) from AMFI. The NISM certification and AMFI registration shall be renewed on a timely basis. Non-individual MFDs shall register themselves with AMFI and obtain the ARN and shall ensure that their sales personnel or Representatives engaged in marketing, sale and distribution of mutual fund products hold a valid NISM certificate and AMFI registration / EUIN. Employees of the MFD in other functional areas should also be encouraged to obtain appropriate NISM certification. MFDs shall quote a valid ARN and EUIN in the client's application / transaction feed, in order to place transactions in Regular Plan and receive commissions

b. MFDs shall ensure that their Representatives undergo training on proper conduct for their sales, marketing and distribution activities and focusing on (i) awareness and understanding of their fiduciary obligations towards investors, (ii) adequate procedures to be followed in performance of their functions so as to prevent and detect any frauds and errors, and (iii) responsible usage of social media platform with respect to content standards, authenticity and approval for the information , frequency of usage and other ethical practices.

c. MFDs shall co-operate with and provide assistance, to AMCs, AMFI, SEBI, competent authorities, due diligence agencies appointed by AMFI/AMCs (as applicable) in relation to their services to the AMCs including by providing copies of relevant documents of the investors in their possession as may be required by AMCs from time to time or as may be called for by SEBI/AMFI / competent authority pursuant to any investigation or other proceeding.

d. MFDs shall promptly intimate the AMC and AMFI any change in the MFD's status, constitution, address, contact details or any other information provided at the time of obtaining ARN. AMFI Code of Conduct for Mutual Fund Distributors [April 2022] Page 7

e. MFDs shall refund to the AMCs, (either by set off against future commissions or by 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 the respective AMC.

f. MFDs shall immediately notify the AMC and AMFI, in writing, if any of its Representatives has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or whose employment/service has been terminated on account of any of the aforesaid bad acts.

g. Pursuant to Regulation 3 (3) of the SEBI (Investment Advisers) Regulations, 2013, MFDs shall not use terms such as Adviser / Advisor / Financial Adviser/ Investment Adviser/ Wealth Adviser/Wealth Manager/Wealth Managers, Consultant/s, etc. or any other similar name in their name, unless registered with SEBI as an Investment Adviser. The name of an MFD should reflect the registration held by the entity and should not in any way create an impression of performing a role for which the entity is not registered. The registered name of the MFD shall not contain any misleading phrase about the role of the entity. Thus, every MFD, while dealing in distribution of mutual fund schemes/products, should clearly specify to the client that he /she is acting as a MFD. MFDs shall mention/display a tagline, "AMFI-registered Mutual Fund Distributor" along with / below their name, in a clear and legible font of at least font size 12, in all forms of printed communication. MFD shall display their name and tagline in a clear and legible font in all forms of communication i.e., website, mobile app, printed or electronic materials, business card, sign board etc.

6. Obligations towards integrity of the Mutual Fund industry

a. MFDs shall not indulge in fraudulent or unfair trade practices of any kind while marketing, selling or distributing any Mutual Fund scheme. MFDs and their Representatives must observe high standards of integrity and consistently conduct their dealings in a manner to uphold the professional image of the Mutual Fund industry.

b. MFDs, shall refrain from making false or defamatory statements about any AMC, AMFI, Mutual Fund schemes or other MFDs in any private or public forum (including chat groups, social media, print or electronic press, conferences etc.). MFDs shall maintain professional decorum, provide fair and balanced perspective and not participate in transmitting untrue statements or rumors so as to malign any AMC or Mutual Fund scheme or bring disrepute to any AMC, AMFI or the Mutual Fund industry. Any written or oral communication should be based on facts and be presented in an unbiased manner so as not to mislead the public.