Technology Platform Usage Services Agreement

This Investment Advisory Services (Ägreement) ̈ is made on this Date_____ / Month_____ / Year_____ (Ëffective Date) ̈ at (Location__________).

BY AND BETWEEN

Fydaa Analytics Private Limited , a Company incorporated under Companies Act, 2013 and having its registered office at 903, Ecostar Building, Off Aarey Road, Churi Wadi, Goregaon East, Mumbai, Maharashtra 400063 herein after referred to as C̈ompany(̈which expressions unless repugnant to the context, shall mean and include its successor and permitted assigns) of the First Part.

AND

Party Name__________, s/d/o Father Name__________, aged Age_____ with permanent residence - Address__________, (hereinafter referred to as "Partner" which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal representatives, executors, administrators, and assignees) of the Other Part.
Hereafter, the Company and Partner shall be collectively referred to as P̈artiesänd individually referred to as P̈arty.̈

WHEREAS

- the Company is inter alia engaged in the business of providing Mutual Fund Distribution services under the trade name 'Fydaa ' through its mobile and web platform.
- Partner intends to use the platform to provide distribution services relating to Mutual Funds to its advisees or its Customers.

NOW THEREFORE, for and in consideration of the promises and mutual agreements set forth herein, Company and Partner agree as follows:

1. DEFINITIONS

1. "Agreement" means this Agreement, including all schedules and all amendments or restatements, and references to "Article" or "Section" mean the specified Article or Section of this Agreement.
2. "Governmental Authority" means any government or regulatory authority such as SEBI , RBI , governmental department, agency, commission, bureau, official, court, board, tribunal, governmental or administrative dispute settlement panel or body or other authorities under the purview of any laws.
3. "Laws" means applicable laws (including common law), statutes, codes, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, treaties, policies, notices, directions, decrees, judgments, awards or requirements, in each case of any Governmental Authority.
4. "Services" shall mean all services relating to investing in mutual funds whether written, oral or through any other means of communication for the benefit of the Customer in a fiduciary capacity.

2. ARRANGEMENT

1. Partner shall provide certain information to the Company regarding Partner's business and its registration status with applicable regulatory authorities. Partner represents and warrants that all information provided is true and correct to the best of Partner's knowledge.

2. Company shall provide an online platform for the Partner's clients in the form of iOS/Android mobile and web applications. The Customer will be able to invest and track his/her Mutual Fund investments on the application. The Company has the right to add, remove or alter Services provided to Partner and Customers at its sole discretion.

3. OPENING OF CUSTOMER ACCOUNT

1. Partner's clients may apply for Company user accounts, which shall be accepted or rejected by Company in its sole discretion. The Customer will be required to provide all the details as may be required by the Company for opening and managing their accounts including their KYC details. In order to facilitate the account opening process, Partner may provide certain required information regarding Partner's clients and Partner may forward to Company the account opening documents as provided by Partner's clients. Partner represents and warrants that all information provided by Partner to Company regarding its clients is true and correct to the best of Partner's knowledge and that any account opening documents forwarded to Company by Partner shall have been properly reviewed and executed by the client and shall be unaltered and in their original form as received by the Partner. Upon request, Partner will provide to Company a true and correct copy of the service agreement in effect between the Partner and the Customer (the "Advisory Agreement") and/or power of attorney or other documents.

4. MATERIAL CHANGES IN CUSTOMER OR PARTNER INFORMATION

1. Partner will provide immediate written notice to Company in the event of any change in the terms of the Advisory Agreement governing the relationship between the Partner and the Customer or in the event that any Customer terminates its relationship with Partner or wishes to terminate its relationship with Company.

2. Partner will provide prompt written notice to Company of any material change in any information regarding any Customer, including but not limited to material changes in information regarding the Customer's financial status or investment objectives. In the event of any change in a Customer's Advisory Agreement or change in the power of attorney documents governing the Customer's account, Partner shall promptly provide to Company a true and correct copy of the revised Agreement or documents.

3. Partner will provide prompt written notice to Company of any material change in any information provided by the Partner to Company regarding the Partner or its business. Partner will provide immediate written notice by overnight mail or courier service to the attention of the Company in the event of any change in Party Name 's registration or regulatory status, including but not limited to any lapse in registration or licensing or any change or any suspension or bar or other adverse regulatory action affecting Partner. If the Partner is currently exempt from registration or licensing requirements under the Laws and Regulations, Partner will immediately notify Company if Partner ceases to be eligible for such exemption.

5. OBLIGATIONS OF PARTNER

1. Partner shall:

   - not guarantee any minimum return to the Customers.
   - not charge any fee to Customers for services related to Mutual Funds.

- not provide any scheme, discount or any information which are prohibited from being disclosed along with the Services or are prohibited under Law.
- not push or recommend any specific financial product for the sake of his own direct or indirect financial benefits including but not limited to brokerage, commission or any financial benefits of such nature.
- assure the utmost confidentiality of the data provided by the Customer and shall not pass on such data to any third party or entity.
- maintain harmonious and faithful relations with the Customer.
- provide marketing materials, brochures or any other similar material, in relation to the Services to the Customers.
- clearly state that the investments in money market funds, equity funds, or any such other Mutual Funds are subject to financial risk of volatility of market.

6. FEES AND PAYMENTS

1. The Partner shall be entitled to a commission of an amount or percentage for each successful investment made using the Fydaa platform during the Term of this Agreement provided that such investment is made as a result of Partner's direct efforts and assistance and substantive introduction of the investment related scheme to the specific Customer.

2. The payments shall be subject to deduction of tax as may be applicable under Income Tax Act, 1961 . In case any taxes such as service tax and any other tax are applicable, the same will be indicated in the invoice raised by the Company on behalf of the Partner.

3. Notwithstanding anything contained herein, in the event the Customer terminates his investment without prior intimation to the Partner or the Company, the proportionate commissions would be clawed back by the Company from the future payouts to the Partner.

    (a) The aforesaid structure is effective the date of registering as a Partner with Company and will remain effective till further notice and may change at the discretion of Company as a result of any changes in the law.

    (b) Trail Commission: The Trail Commission is calculated on the basis of 'Daily Average Assets'. The amount payable to the distributor shall be paid the following month.

    (c) Company reserves the right to change the commission structure at its sole discretion, without giving any notice.

    (d) Revisions in the trail fee rate for all Mutual Fund schemes shall be applicable on the existing assets procured prior to this period as well, as a result of any changes in the law.

    (e) In accordance with the clause 4(d) of SEBI Circular No. SEBI/IMD/CIR No. 4/168230/09 dated June 30, 2009 , the distributors should disclose all the commissions (in the form of trail commission or any other mode) payable to them for the different competing schemes of various mutual funds from amongst which the scheme is being recommended to the investor. Distributors are advised to ensure compliance of the same.

    (f) The rules and regulations of SEBI /AMFI pertaining to commission/incentive payment to distributors will also be applicable for payment of the commission/incentive as per the structure stated above.

    (g) The aforesaid commission/incentive structure is based on the present expense ratio allowed by SEBI . Any change by SEBI in the expense ratio will entail a change in the aforesaid commission structure.

    (h) AMC reserves the right to change, withdraw and / or amend, the above mentioned terms and conditions without any prior notice.

(i) For change of broker code cases, payment of commission will be governed by the requirements of SEBI and / or AMFI .

(j) The discharge of liability towards GST will be sole responsibility of the Partner were distributor is registered under GST and Company shall have no obligation in this behalf. The AMC reserves the right to deduct any other applicable statutory dues.

(k) AMC reserves the right to hold the commission payment if the bank details of the Partner are incomplete/not registered with Company.

7. COMPLIANCE WITH LAWS AND REGULATIONS

1. Partner shall ensure due compliance and shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 , Securities and Exchange Board of India (Investment Advisers) Regulations, 2013 , Prevention of Money Laundering Act, 2002 and rules and regulations issued there under and circulars, notifications, guidelines etc. issued by SEBI (Securities and Exchange Board of India)/RBI (Reserve Bank of India)/AMFI (Association of Mutual Funds of India)/Ministry of Finance - FIU (Financial Intelligence Unit)/Income Tax Department and any other regulatory or revenue authority from time to time pertaining to Mutual Funds with specific focus on regulations/guidelines on advertisements/sales literature and code of conduct for Investment Advisors and shall abide by and adhere to it at all times. If Partner has determined that it is not required to be registered or licensed, Partner certifies that this determination has been made in good faith based on all facts and circumstances known to Partner.

2. Partner is solely responsible for complying with all Laws and Regulations governing its provision of Services to Customers, and Company specifically disclaims any responsibility for such compliance. Among other things, Partner is solely responsible for: (i) determining whether Partner and/or its employees is required to be registered or licensed with appropriate regulatory authorities, and complying with any registration requirements; (ii) satisfying fiduciary obligations to its advisory clients; (iii) proper disclosure of material facts regarding the advisory services it provides; (iv) proper recordkeeping and reporting regarding the advisory services; and (v) compliance with anti-money laundering rules governing Advisors. Partner represents that it is now, and will remain, in material compliance with all applicable Laws and regulations in connection with the activities contemplated by this Agreement.

8. INFORMATION AND DATA

1. Any information and data provided by Partner to the Company and used by the Company directly or indirectly in the performance of this Agreement shall remain at all times the property of the Company.

2. The Company shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Customer data and information.

3. In the event of termination of this Agreement the Company shall when directed to do so by the Customer, and instruct all its agents and sub-contractors to, erase any personally identifiable information and data provided by Partner or Customer and all copies of any part of such information and data from the Company's systems and magnetic data. However, Company reserves the right to compile and retain permanent records of all the transaction processed by using our mobile application and servers for our internal business purposes.

4. The Company agrees to comply and have adequate measures in place to ensure that its staff comply at all times with the provisions and obligations contained in (as amended from time to time):

   - Information Technology Act, 2000
   - Information Technology (Intermediaries Guidelines) Rules, 2011
   - Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011

5. All personal data acquired by Company from Partner shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of Customer.

9. CONFIDENTIAL DATA

1. In this Agreement the term "Confidential Information" shall mean and include all information relating to the Party's business, including, but not limited to, research, developments, product plans, products, services, processes, pricing policies, marketing strategies, compensation methods, records, technology, firmware, software, know-how, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, Customers, finances disclosed by one party either directly or indirectly in writing, orally or visually, to another party.
2. Confidential Information shall not include:
   (a) information, which is or becomes generally available other than as a result of the breach of this Agreement by either Party;
   (b) information, the release of which is expressly authorised in writing by the Party having the legal right to disclose such information; or
   (c) information, which is lawfully obtained from any third party.
3. When the Company receives any Confidential Information from other the Customer, the Company, both during the term for which the Customer remains the user of the Services and till the time any data in confidential nature remains with the Company, shall:
   - keep secret and retain in strict confidence any Confidential Information received from the Customer or Advisor,
   - not disclose to any third party any Confidential Information received from Customer or Partner for any reason whatsoever,
   - not disclose any Confidential Information received from Customer or Partner to its employees or associates, except on a need-to-know basis and only after instructing each such employee or associate not to disclose or otherwise make available any Confidential Information to any third party, and
   - not make use of any Confidential Information received from Customer or Partner for the benefit of any third party except as authorised by this Agreement.

10. NON-SOLICITATION AND NON COMPETE

1. During the term of this Agreement and for a period of 3 (three) year from the date of termination of this Agreement, as the case may be, Partner shall not:
   (a) directly or indirectly, in any other capacity whatsoever recruit or solicit any person who is or was employed by the Company or any of its Affiliates.
   (b) directly or indirectly contact, solicit or influence or attempt to influence any client or Customer introduced by Company as its client or Customer.

11. REPRESENTATION AND WARRANTIES

1. Partner represents and warrants to the company that:
   - This Agreement shall constitute the legal, valid and binding obligation when executed and delivered.
   - Partner has all the necessary approvals and certification from the concerned Governmental Authority to provide the Services as required under this Agreement or any other related document.

- Partner shall provide incidental advice on the basis of information provided by the Customer and as per the risk profile and financial requirements of the respective Customer. The Partner understands that the Company shall not be liable or responsible for any incorrect or inaccurate information provided by the Customers.
- The financial plans, reports, opinions, any other related documents prepared for the use of the Customers, by Partner, shall be on sole responsibility of the Partner. Any claims or queries from the Customers or any third party with respect to the above mentioned details, will not be entertained by the Company.

12. PUBLICITY

1. Partner agrees that it will not, without the prior written consent of Company, use in advertising, publicity or otherwise the name or logo of Company or any affiliate of Company, or refer to the existence of this Agreement in press releases, advertising or other materials distributed to prospective Customers.

13. RELATIONSHIP BETWEEN PARTNER AND COMPANY

1. Company's provision of services to Customers and any fee charged does not in any way represent an endorsement of Partner's services or of any particular recommendations or advice or actions of Partner, and Partner shall not make any statements implying that Company has reviewed or approved of Partner, its services or any recommendations or advice or actions of Partner.
2. Partner bears sole responsibility for resolving any and all claims, questions or disputes of any kind by Customers regarding Partner's provision of services (including specific conduct, advice or recommendations of Partner or Partner's activities) under this Agreement.
3. All claims, questions or disputes regarding Company's provision of advisory services or regarding Company's execution of particular trades must be referred to Company. Partner has no authority to decide or resolve such claims, questions or disputes on Company's behalf.
4. Neither the Partner nor any officers, directors or employees of Partner are employees or agents or associated persons of Company, nor shall they hold themselves out as such. Partner has no authority, and shall not make any representations or give any warranties on Company's behalf. Partner shall have no authority to bind Company or to enter into any agreement, understanding or commitment giving rise to any liability or obligation of Company.
5. This Agreement does not and shall not be deemed to constitute a partnership or joint venture between the parties, and neither party nor any of its respective directors, officers, employees or agents shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other.

14. INTELLECTUAL PROPERTY

1. Except for the rights expressly granted herein, this Agreement does not transfer any intellectual property rights including but not limited to patents, trademarks, designs and copyright developed by Company or available on the Website or its mobile application belonging to the Company in favour of the Partner, and all right, title and interest in the Intellectual Property Rights of Company shall remain solely with the Company.
2. Partner shall not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets of the Company or any part of its technology.

3. Company may grant the right to the Partner to use Company's Logo or any other Trademark during the Term and for the limited purposes of this Agreement. However, the same shall be subject to the policies and regulations, which the Company may frame, from time to time, for the use of its Intellectual Property.
4. Partner shall not at any time either during the Term or thereafter apply for registration of any trademark similar, deceptively similar, competitive or identical with Company's trademark or trade name.

15. NON-DISPARAGEMENT

1. Partner shall act with the highest standards of propriety and professionalism and shall not criticize, ridicule or make any statement which disparages or is derogatory of the Company, any of its affiliates or any its employee or business associate of the Company in any public or non-public communication with any Customer, client or member of the investment community or media or in any communication.

16. LIABILITY AND INDEMNITY

1. Partner hereby indemnifies and agrees to hold Company and its affiliates, and its and their successors and assigns, and its and their directors, officers and employees ("Company Indemnitees") harmless against any and all penalties, damages, costs, judgments including attorney's fees or any other expenses incurred in connection with any and all claims of any kind against Company by Customers, civil or regulatory authorities or any other third parties, which relate to Partner's provision of investment advisory services (including specific conduct, advice, trades or recommendations of Partner) or Partner's activities under this Agreement.
2. If Partner signing this Agreement is a primary Partner to a Customer account and has appointed or contracted one or more sub-advisors to provide sub-advisory services for the account, Partner indemnifies and agrees to hold the Company Indemnitees harmless against any and all penalties, damages, costs, judgments, attorney's fees or any other expenses incurred in connection with any and all claims of any kind against Company by Customers, civil or regulatory authorities or any other third parties, which relate to sub-advisor's actions, conduct, advice, trades or recommendations in connection with any Customer account for which Partner has appointed or contracted sub-advisor. This indemnity provision is applicable regardless of whether or not Partner exercised proper diligence and care in selecting and monitoring the activities of the sub-advisor.
3. Errors, misunderstandings or controversies between Partner (and/or any subadvisors) and Customers shall be Partner's (and/or any sub-advisors') sole responsibility and liability.
4. Company's liability in any action, proceeding or claim arising out of this Agreement or any breach thereof, and Partner's remedy, shall be limited to any actually collected and properly owed Facilitation Fees.
5. The liability and indemnity provisions herein shall remain operative and in full force after termination of this Agreement.

17. LIMITATION OF LIABILITY

Except for the indemnification obligations of the Partner and maximum liability of the Company, in no event, either party shall be liable to the other for any indirect, special, incidental, consequential, punitive or exemplary damages or loss of any kind (including but not limited to loss of profit, loss of revenues and the like) howsoever caused, in connection with this Agreement, whether arising out of contract, tort, strict liability or otherwise, and even if foreseeable or if it has been advised of the possibility of such damages.

18. TERM AND TERMINATION

1. The terms of this agreement hold true until the expiration of Partner's licenses and certifications as prescribed by Regulations.
2. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice. In case of any violation of material terms of this Agreement and failure of defaulting party to correct such default within thirty (30) days of notice of such default by other party, the non-defaulting party may terminate the Agreement immediately.
3. The appointment of Partner shall be liable to be terminated by the Company immediately in case the Partner:
    - is adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
    - in course of any judicial proceeding or otherwise it is found that the Partner has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the Company or its Customers
    - is satisfied that any statement made under this Agreement was false or misleading or calculated to mislead;
    - does not comply with any applicable Law, legislation, statutes, ordinances, regulations, court or administrative rulings.
4. Notwithstanding the termination of this Agreement, the Partner shall be under an obligation to provide Services to an existing Customers until end of respective contracts with the Customer or until the Customer terminates the contract with the Partner.

19. DISPUTE RESOLUTION

1. In case of any disputes arising out of or in relation to this Agreement, the parties shall mutually appoint one arbitrator and resolve such dispute as per Arbitration and Conciliation Act, 1996 . The place of arbitration shall be Mumbai and the language shall be English. The Arbitral award shall be final and there shall not be any appeal against such award. All arbitration proceedings will be confidential, and no information exchanged in such arbitration will be discoverable or admissible in any litigation involving the parties.
2. This Agreement will be construed and governed in accordance with the Laws of India. In the event the parties are unable to mediate their dispute to a satisfactory resolution, the parties agree that courts at Mumbai , India will have exclusive jurisdiction to determine any claims or disputes arising out of or related to this Agreement.

20. MISCELLANEOUS

1. This Agreement shall be applicable only to incidental financial advice contained in the financial analysis, investment recommendation or plan individually prepared for Customer and shall not relate to any advice given by any person or persons not specifically designated by Partner in writing to perform such services.
2. Company is not responsible for the actions, omissions or insolvency of any Partner or its agent or any other independent contractor.
3. Time is the essence of this Agreement. Partner agrees to take all the efforts necessary for the timely completion of the Services as stated in the Agreement.

4. In the event either party is delayed or prevented from performing its obligations under this Agreement, due to any cause beyond its reasonable control, including but not limited to earthquake, tsunami, flood, civil unrest, major power failures, war, government sanctions, restrictions, guidance, notifications and acts of God ("Force Majeure"), such delays shall be excused during the continuance of delay. In the event any such delay continues for a period of more than thirty (30) days, party affected by such Force Majeure event may terminate this Agreement.
5. Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.
6. This Agreement represents the complete agreement of the parties with regard to the subject matter and supersedes any prior understanding or agreements, oral or written.
7. No provision hereof or breach of any provision may be waived except by a written waiver, signed by the waiving party. No waiver of any right under or breach of this Agreement shall be construed to be a waiver of any other right or breach.
8. Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation shall be ineffective only to the extent of such prohibition or lack of enforceability and shall not invalidate the remaining provisions hereof.

IN WITNESS WHEREOF the Parties cause this Schedule to be executed by their duly authorized representatives on the dates specified below.

For and on behalf of Fydaa	**Partner**
Signature/Seal:	Signature/Seal:
Name: Kuntal Bhansali	Name: Party Name
Designation: DIRECTOR	Designation: Party Designation