

INSTRUCTIONS FOR EMPANELMENT AS A DISTRIBUTOR WITH HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

1. Submit the form, duly filled in, to the nearest HSBC Asset Management Investor Service Centre. Incomplete application forms will not be processed.
2. Distributors of HSBC Asset Management (India) Private Limited are expected to adhere to the Code of conduct for Intermediaries and various other circulars and guidelines issued from time to time.
3. Applicants who are not certified by the Association of Mutual Funds in India (AMFI /NISM) are not eligible for empanelment.

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

Documents	Individual	HUF	Proprietorship firm	Partnership Firm/LLP	Trust	Company/ Bank
Empanelment form	✓	✓	✓	✓	✓	✓
Empanelment Terms & Conditions - Duly signed	✓	✓	✓	✓	✓	NA
Distributor Agreement **(Two Full Sets with distributor Seal and Signature in each page)	NA	NA	NA	NA	NA	✓
Valid letter of Registration issued by AMFI for Non Individuals OR Valid ARN Card in case of Individual/Sole Proprietor	✓	✓	✓	✓	✓	✓
PAN Card of Distributor	✓	✓	✓	✓	✓	✓
MOA, AOA and Certificate of Incorporation	NA	NA	NA	NA	✓	✓
Bank Details along with supporting (i.e., cancelled Cheque Leaf) Cheque Proof - to be in the name of ARN	✓	✓	✓	✓	✓	✓
Trust Deed/Partnership Agreement/LLP Agreement/ HUF Agreement along with details of Co-Parceners	NA	✓	NA	✓	✓	✓
Board Resolution (mentioning that company is applying to HSBC Asset Management Pvt Ltd for empanelment as a distributor of HSBC Mutual Fund products)	NA	NA	NA	✓	✓	✓
Authorized Signatory List (along with Mode of Operation) - Annexure I	NA	NA	NA	✓	✓	✓
Documents of Karta (Along with PAN + Address Proof)	NA	✓	NA	NA	NA	NA
KYD copy of ARN Holder from CAMS website	✓	✓	✓	✓	✓	✓

**Wherever Distribution agreement is mandatory, distributor will be entitled for commission only after signing-off distribution agreement.

HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED
Investment Manager to HSBC Mutual Fund
9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway,
Goregaon (East), Mumbai – 400 063. Tel: 1800 419 9800

DISTRIBUTOR EMPANELMENT FORM

ARN No.:
Passed on:
Valid Upto:
PAN No.

ARN Name (as per AMFI records)

*** KEY CONTACT DETAILS**

NAME (Mr/ Ms./ M/s)
(Block Letters)
ADDRESS FOR COMMUNICATION
(Block Letters) Pin Code
Telephone Office - Resi. -
Mobile Fax -
E-mail 1. E-mail 2.

*** TAX STATUS (Please tick anyone)**

INDIVIDUALS	NON-INDIVIDUALS		
<input type="checkbox"/> Individuals	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Public Limited Company
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Society/Trust	<input type="checkbox"/> LLP	<input type="checkbox"/> Others, Please specify <input type="text"/>

*** DISTRIBUTOR TYPE (Please tick anyone)**

☐ MFD ☐ National Distributor ☐ Corporate Distributor ☐ Overseas Distributor ☐ Bank ☐ Others, Please specify

*** ADDITIONAL INFORMATION**

INDIVIDUALS	NON-INDIVIDUALS
Date of Birth <input type="text"/>	Date of incorporation <input type="text"/>
Father's Name <input type="text"/>	Contact Person <input type="text"/>
Proprietor Name (In case of Sole-Proprietorship Firm) <input type="text"/>	KARTA Name (In case of HUF) <input type="text"/>
PAN No. <input type="text"/>	Others <input type="text"/>
	PAN No. <input type="text"/>

NOMINATION DETAILS FOR BROKERAGE / COMMISSION (for individuals and sole proprietorships)

Name <input type="text"/>	If Nominee is a minor
Address <input type="text"/>	Date of Birth of Nominee <input type="text"/>
Relationship with Distributor <input type="text"/>	Name of Legal Guardian <input type="text"/>
	Address of Legal Guardian <input type="text"/>
	Signature of Legal Guardian <input type="text"/>

*** BANK DETAILS (Photocopy of the Cheque is mandatory)**

Name <input type="text"/>	Account No. <input type="text"/>
Branch <input type="text"/>	Account Type: (Please ✓) <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others
Address <input type="text"/>	IFSC Code (For RTGS/NEFT) <input type="text"/> 11 Digit
Pin <input type="text"/>	MICR Code <input type="text"/> 9 Digit

DISTRIBUTION FRAMEWORK - Business Details

No. of Branches No. of Sales Employees No. of Subbrokers No. of Clients
Experience in MF distribution (in years) Experience in Selling: ☐ Insurance ☐ IPOs ☐ Fixed Deposits ☐ Bonds ☐ Mutual Funds ☐ Equity ☐ Debt ☐ PMS

Funds Mobilised in MF Cumulative to Date (₹) Last one year (₹)

COMPLIANCE & RISK MANAGEMENT

Is there a compliance regime, code of ethics or code of conduct, e.g. policies for countering mis-selling, fraud, bribery, etc.
Please (✓) ☐ Yes ☐ No If "No", please refer point 21, 32 & 47 under the Terms and Conditions

Have there been any regulatory/statutory levies, penalties, legal suits or customer compensations made? If yes, please provide details. Please (✓) <input type="checkbox"/> Yes <input type="checkbox"/> No Details (if any) :	Have there been any pending insolvency, administration, serious financial difficulties or any other matter, which could impact your financial credibility or ability to carry out the service? Please (✓) <input type="checkbox"/> Yes <input type="checkbox"/> No Details (if any) :
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*** Mandatory**

DECLARATION

We hereby declare the information above is correct and true to our knowledge. Our application for empanelment as distributor may accordingly be considered.


We undertake that sales of units of scheme(s) of HSBC Mutual Fund would be carried out through AMFI certified personnel only.


We hereby declare that none of the employees of the AMC, Mutual Fund, Sponsor, Associate is related to us as on this date of empanelment.

Further, in case there is any change in aforesaid declaration, the same shall be intimated to the AMC on immediate basis.

Date (Mandatory): _____

Place : _____


Signature (Mandatory) 

FOR OFFICE USE ONLY	
Initial Form Receipt Date: _____	 RM Signature
RM Name: _____	

DETAILS OF AUTHORIZED SIGNATORY			
Sr. No.	Full Name	Designation*	Signature*
1.			
2.			
3.			
4.			
5.			
6.			

Note: The Distributor can also provide the above stated information on their own letterhead in original which should be duly signed and sealed.

Mode of Operation: ☐ Singly ☐ Anyone or Survivor ☐ Jointly

Signature of the Authorized Signatory along with Official Seal


Date : _____

Place : _____

*** Mandatory**

CALL US AT

Please visit our website www.assetmanagement.hsbc.co.in for an updated list of Official Points of Acceptance of HSBC Mutual Fund. Please visit www.camsonline.com for an updated list of Official Points of Acceptance of our Registrar/Transfer Agent : Computer Age Management System.

TOLL FREE NUMBERS

Description	Distributor related queries	Online related queries
Toll Free Number	1800-419-9800	1800-4190-200 / 1800-200-2434
Email ID	partner.line@mutualfunds.hsbc.co.in	onlinemf@mutualfunds.hsbc.co.in

DISTRIBUTION AGREEMENT

Dated [_____]

(mentioned under *Schedule I*)

AMONGST

HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

(as the “AMC”)

AND

The Distributor(being the Person Identified in **Schedule I** and who has executed this Agreement)

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DISTRIBUTION AGREEMENT

This distribution agreement (“**Agreement**”) is executed at place (*mentioned under Schedule I*) on this date (*mentioned Schedule I*),

BY AND BETWEEN

A. **HSBC Asset Management (India) Private Limited**, a company duly incorporated and registered under the provisions of the Companies Act, 1956 (and validly existing under the provisions of the Companies Act, 2013), having its registered office at 9-11 Floors, NESCO IT Park Building 3, NESCO Complex, Western Express Highway, Goregaon (E) Mumbai 400063, India (referred to as the “**AMC**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART.

AND

B. The **Person** specified in **Schedule I**, (referred to as the “**Distributor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the SECOND PART.

The AMC and the Distributor shall hereinafter jointly be referred to as the “**Parties**” and severally as the “**Party**” as the case may be.

WHEREAS

- I. The AMC is appointed as asset manager to Mutual Fund (*defined below*), requires Distributors for the purpose of distributing Units (*defined below*) of the Schemes (*defined below*) of the Mutual Fund and procuring subscriptions (referred as the “**Purpose**”).
- II. The Distributor holds a valid AMFI license and is eligible to act as Distributor of mutual fund units, has approached the AMC and represented to the AMC that it is agreeable to distribute and procure subscription of the said Units of the Scheme(s) of the Mutual Fund on the terms and conditions contained in the respective SID (*defined below*), SAI (*defined below*), and KIM (*defined below*) and AMC intends to appoint the Distributor for the Purpose of distributing Scheme(s) of HSBC Mutual Fund.
- III. The Distributor and the AMC are desirous of documenting the terms and conditions mutually agreed upon, inter alia, to define the allocation of duties and responsibilities between the Distributor and AMC and in pursuance of the same, the Parties are desirous of recording the said terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

- 1.1. **Definitions:** In this Agreement unless the context otherwise requires, the capitalized terms shall have the meaning assigned to them in this Clause 1.1:
 - 1.1.1. “**Affiliate**” means, with respect to AMC or Distributor, which, directly or indirectly, Controls, is Controlled by or is under common Control with AMC or Distributor. In case of an individual Distributor, Affiliate shall mean to include his “relative” as defined in Section 2(77) of the Companies Act, 2013.
 - 1.1.2. “**Agreement**” means this distribution agreement and all schedules, appendices, annexures and exhibits to it or incorporated in it by reference and from time to time.
 - 1.1.3. “**AMFI**” means Association of Mutual Funds in India.
 - 1.1.4. “**Anti-Bribery**” shall have the same meaning as defined under Clause 12 of this Agreement.
 - 1.1.5. “**AMC**” or has the meaning given to the term in the Parties clause of this Agreement.
 - 1.1.6. “**Applicable Law(s)**” means the laws of the republic of India or where applicable, any political sub- division thereof, and all the rules, Regulations, ordinances, notifications and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time and shall include but not limited to any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by the SEBI, Reserve Bank of India, AMFI, including the Regulations.
 - 1.1.7. “**Business Days**” means any day (except Saturdays, Sundays, public holidays) on which banks and stock markets in India are open for normal business. Provided that, with respect to a Scheme this definition shall always be subject to the definition of Business Day in the SID/SAI/KIM of the respective Scheme.

- 1.1.8. “**Calendar Days**” or “**days**” means all days in a month, including Saturdays and Sundays and any other holidays.
- 1.1.9. “**CAMS**” means Computer Age Management Service Limited, having its registered office at New No. 10, Old No. 178, M. G. R. Salai, Nungambakkam, Chennai Tamil Nadu 600034 India.
- 1.1.10. “**Confidential Information**” shall mean all information disclosed by one Party to the other pursuant to this Agreement save and except information which: at the time of such disclosure is, or subsequently becomes, publicly available (other than as a result of its disclosure by the disclosing Party or its directors, officers, employees (“**Representatives**”), in breach of this Agreement; at the time of such disclosure is, or subsequently becomes, available to the recipient party on a non-confidential basis from a source other than the disclosing Party provided that such source was not, subject to any duty of confidentiality in respect thereof; the recipient can demonstrate by written evidence that the information has been independently acquired or developed by it without breaching any of its obligations under this Agreement, or which is already in the possession or knowledge of the recipient, not subject to any duty of confidentiality.
- 1.1.11. “**Control**” (including its correlative meanings, “**Controlling**” “**Controlled by**” and “**under common Control with**”) means, as applied to AMC/Distributor, the power or right to, directly or indirectly (i) direct or cause the direction of the management of AMC/Distributor (ii) direct or cause the direction of the policy decisions exercisable by AMC/Distributor or (iii) nominate for appointment the majority of the directors on the board of directors of AMC/Distributor, by virtue of ownership or by virtue of receiving the economic benefit of ownership of voting securities or management rights or contract or in any other manner.
- 1.1.12. “**Distributor**” shall have the same meaning assigned to it in the Parties clause of this Agreement. Distributor is a person (individual/ non-individual) involved in selling and distribution of the products of the Mutual Fund for which such person has agreed to the terms and conditions set out in this Agreement.
- 1.1.13. “**FATF**” means Financial Action Task Force.
- 1.1.14. “**Fee**” shall mean an amount due from the Mutual Fund as brokerage, service charges or other fees to the Distributor for distribution of Schemes pursuant to this Agreement as provided in Schedule II, and such communication shall be paid by the AMC in advance of its coming into effect. All payments made to the Distributor shall be subject to the relevant provisions of the Income Tax Act, 1961 and other Applicable Laws prevailing in India for the time being in force.
- 1.1.15. “**FIU**” means Financial Intelligence Unit- India, Ministry of Finance, Government of India.
- 1.1.16. “**Force Majeure Event**” shall mean any event due to any cause beyond the reasonable control of either Party including, without limitation, any war, armed aggression, civil rebellion, earthquake, fire, lockdown, pandemic, any other natural calamity or act of God and other factors beyond the control of the Parties.
- 1.1.17. “**Investor**” shall mean any person who invests in the Schemes of the Mutual Fund through the Distributor. This shall include all the existing and future Investors of the Distributor. Provided that in relation to schemes of the Mutual Fund, Investors shall mean such person eligible to invest in units of the Mutual Fund in terms of the Scheme Information Document/Statement of Additional Information of the scheme(s) as stipulated from time to time.
- 1.1.18. “**IT Law**” means and includes provisions of Information technology Act, Information Technology (Reasonable Security Practices and Procedures & Sensitive Personal Data) Rules, 2011, Digital Personal Data Protection Act, 2023 and such other rules or regulations which may modify or repeal the same from time to time. A reference to IT Law shall also deem to include all guidelines, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI for the operation and management of the Mutual Fund, or any legislation in regard thereto.
- 1.1.19. “**Intellectual Property**” means any or all of the following: all patents, designs, trademarks, trade secrets, service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how and

rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights, rights to sue for passing off or for unfair competition, rights in information and the right to use, and protect the confidentiality of, Confidential Information, and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term.

- 1.1.20. **“Intellectual Property Rights”** mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
- 1.1.21. **“Mutual Fund”** means HSBC Mutual Fund, a fund established in the form of a trust under the provisions of the Indian Trusts Act, 1882 to raise monies through the sale of Units to the public or a section of the public under its Schemes for investing in securities, money market instruments, gold or gold related instruments, silver or silver related instruments, real estate assets and such other assets and instruments as may be specified by the SEBI from time to time, and registered with SEBI vide Registration No. MF/046/02/5 dated 27 May 2002 under the Regulations.
- 1.1.22. **“NAV”** shall mean the net asset value of the Units of the Scheme and the plans and options therein, calculated on every Business Day, in the manner provided in the Scheme Document of the respective Schemes or as may be prescribed by Regulations.
- 1.1.23. **“NISM”** means National Institute of Securities Markets.
- 1.1.24. **“Person”** includes any individual, sole proprietorship, association of persons, joint venture, Body Corporate, partnership, limited liability partnership, company, government agency, trust or other legal entity or organization, whether incorporated or not.
- 1.1.25. **“PMLA”** means Prevention of Money Laundering Act, 2002, as amended, modified and repealed from time to time. A reference to PMLA shall also deem to include all guidance, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI or any legislation in regards thereto.
- 1.1.26. **“Regulations”** means the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, and such other rules or regulations which may modify or repeal the same from time to time. A reference to Regulations shall also deem to include all guidelines, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI for the operation and management of the Mutual Fund, or any legislation in regard thereto.
- 1.1.27. **“Scheme Information Document (SID)/Statement of Additional Information (SAI)/Key Information Memorandum (KIM)”** means a document by which Schemes of Mutual Fund invites public for subscription of its Units.
- 1.1.28. **“RTA”** means any Registrar and Transfer Agent with whom the AMC has an arrangement for execution/confirmation of the transaction orders placed through the website/channel of the Distributor and shall have the meaning as specified from time to time in the Scheme Information Document of the Schemes of the Fund. The RTA for the Fund at present is CAMS.
- 1.1.29. **“Regulatory Authority”** means and includes SEBI, AMFI, Reserve Bank of India and / or any other authority appointed by the Indian Government or under Indian laws from time to time to regulate and control mutual funds.
- 1.1.30. **“Scheme(s)”** means any scheme formulated and floated by the Mutual Fund through the AMC and shall mean each individual scheme of the Mutual Fund and the provisions hereof shall apply to each scheme individually.
- 1.1.31. **“Scheme Documents”** means collectively the SID, SAI, and KIM of the Schemes of Mutual Fund and includes addendums issues, if any, thereafter.
- 1.1.32. **“SEBI”** means the Securities and Exchange Board of India.
- 1.1.33. **“Sponsor”** means HSBC Securities and Capital Markets (India) Private Limited.
- 1.1.34. **“Statement of Account”** means the statement of holdings of Units of the Scheme, issued to the Unit Holder under the Scheme of Mutual Fund showing unit holding of the Unit Holder, provided that in the case of a Unit holder opting for holding

Units in dematerialized form, the Account Statement will refer to the statement issued to such Unit Holder by the Unit Holder’s depository participant.

- 1.1.35. **“Sub-distributor”** means a person who represents a Distributor for selling and distribution of units of the Mutual Fund and shall inter alia include any sub-broker, agent, consultant, financial advisor, channel partner or called by any other name involved in selling and distribution of units of the Mutual Fund for whom and whose activities under the present Agreement the Distributor shall continue to be liable and fully accountable.
- 1.1.36. **“Transaction”** means any financial or non-financial transaction or service by the Investor(s).
- 1.1.37. **“Trustees”** means HSBC Trustees (India) Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 52/60 Mahatma Gandhi Road, Fort, Mumbai-400001, India, acting as trustee to HSBC Mutual Fund.
- 1.1.38. **“Unit”** means the interest of the Investors in the Scheme(s) consisting of each Unit representing one undivided share in the assets of that Scheme(s) as evidenced by a Statement of Account.
- 1.1.39. **“Unit Certificate / Account Statement”** means a certificate / account statement in any form issued to the holder of the Units under the Scheme(s) of the Mutual Fund.
- 1.1.40. **“Unit Holder”** means a person holding Units in the Scheme(s) of Mutual Fund.

- 1.2. **Interpretations:** In this Agreement, unless the context otherwise requires:
- 1.2.1. unless specified otherwise, words and expressions used in this Agreement and not defined in this Agreement shall have the same meanings respectively assigned to them under the Regulations.
- 1.2.2. words in the singular shall include words in plural and words in plural shall include the singular.
- 1.2.3. the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.
- 1.2.4. a reference to a thing includes a part of that thing and references to the word “include” or “including” shall be construed without limitation.
- 1.2.5. reference to any one gender would include a reference to any other gender.
- 1.2.6. references to “Clauses” and “Parties” in this Agreement are references to the Clauses of, and Parties to (and their permitted successors and permitted assigns) this Agreement.
- 1.2.7. references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
- 1.2.8. references to “Schedule”, “Exhibit” or “Annexure” in this Agreement are references to schedules, exhibits and annexures of this Agreement and any Schedule, Exhibit or Annexure attached hereto shall form an integral part of this Agreement and all words and expressions used in the Schedule, Exhibit or Annexure shall have the same meaning as defined in this Agreement, unless repugnant to the context or meaning thereof.
- 1.2.9. references to this Agreement or to any agreement, deed or other instrument shall be construed as a reference to this Agreement, such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated.

2. APPOINTMENT OF THE DISTRIBUTOR

- 2.1. The AMC hereby appoints the Distributor as a distributor of the Units of the Scheme(s) launched by the Mutual Fund through the AMC initially and thereafter from time to time and as may be agreed between the Distributor and the AMC and the Distributor hereby accepts such appointment on the terms and conditions set out hereinafter.
- 2.2. The Distributor agrees that this relationship is expressly established subject to AMC being allowed to appoint other Distributors to distribute the Units of the Mutual Fund.
- 2.3. Further, the Distributor agrees that while acting in a representative capacity to AMC, any purchase, repurchase, redemption requests or any

other request pertaining to the Units of the Mutual Fund received and forwarded by the Distributor shall be subject to final acceptance by the AMC and shall also be subject to the terms and conditions of the Scheme Documents.

3. DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS

3.1. The Distributor declares, represents, and undertakes that:

- 3.1.1. The Distributor holds a valid AMFI license and is authorized to undertake distribution of Mutual Fund Units and has the capacity to enter into this Agreement and is not in any way restricted from entering and performing under this Agreement. Nothing contained in this Agreement shall have the effect of imposing an obligation on the Distributor to offer all the Schemes managed by the AMC to its Investors.
- 3.1.2. The Distributor shall, as a distributor of the Schemes, submit/transmit to the AMC and/or its RTA, Transaction requests on behalf of its Investors including, but not limited to, the Purchase and Redemption of Units, SIP, STP, SWP, Change of Income Distribution cum Capital Withdrawal (IDCW) Option and Switch. Provided that, any such Transaction request shall be subject to the applicable Regulations and the terms and conditions of the SIDs of the relevant Scheme, as amended from time to time.
- 3.1.3. The Distributor has not violated any of the Applicable Law and declares that no disciplinary, other proceedings have been commenced or indicated or threatened by a competent authority against the Distributor and that the Distributor is not debarred, suspended from carrying on its activities as a distributor.
- 3.1.4. The Distributor should immediately inform AMC on receipt of any complaint from an Investor. The Distributor shall also provide required assistance to the Fund in suitably addressing the complaint received arising out of marketing, sale, distribution activities thereof. The Distributor shall provide assistance and response, as may be required by the RTA or the AMC to redress complaints received against the Distributor arising out of marketing, sale, distribution activities, within three (2) Business Days of receipt of any such complaint.
- 3.1.5. The Distributor and its employees, agents (including Sub-Distributors), servants and representatives have obtained all the necessary approval(s), registration(s), certification(s), as applicable, required from relevant authority(ies) for the purposes of providing the services under this Agreement and shall ensure that such approval(s), registration(s), certification(s), as applicable, will remain in force including taking prompt steps for renewal of the same. The Distributor further ensures that it has not violated any of the conditions subject to which such approval(s) / registration(s) / certification(s) has been granted and that no disciplinary or other proceedings have been initiated by SEBI or any other regulatory agency or competent authority and that it is not debarred or suspended from carrying on its activities under this Agreement.
- 3.1.6. The Distributor hereby certifies that all its employees, agents, servants and representatives engaged in sales and marketing of the Units of the Schemes of the Mutual Fund are certified by AMFI or NISM, as the case may be, and hold a valid AMFI and NISM certificate as required by SEBI. Further the Distributor shall on the request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to obtain copies of AMFI and NISM Certificates (including photo identity card provided by AMFI) of all the Distributor's employees, agents (including Sub-Distributors), servants and representatives engaged in sales and marketing of the Units of the Mutual Fund and the Distributor shall furnish the same within two (2) Working Day on demand by the AMC.
- 3.1.7. The Distributor undertakes that except as specifically advised by the AMC in writing or as described in the Scheme Documents, no action has been or Distributor is anticipating an action in any jurisdiction that will permit a public offering of Units or possession or distribution of the Scheme Documents outside India where, or in any circumstances in which, action for that purpose is required. Further the Distributor shall comply with all Applicable Laws and Regulations and at its cost make or obtain necessary filing, consents, or approvals, in each jurisdiction in which it will offer, distribute Units (including, without limitation, any applicable requirements relating to the delivery of Scheme Documents).
- 3.1.8. The Distributor shall be responsible for providing the Foreign Inward Remittance Certificate (FIRC) or the certificate evidencing the subscription by way of debit to the NRE/FCNR account of any

non-resident Indian (NRI)/overseas corporate bodies (OCB) within five (5) days from receiving credit to the Scheme account.

- 3.1.9. The Distributor shall be responsible for periodically reporting to the AMC, the progress that the Distributor has made in distributing the Schemes as hereinabove stated.
- 3.1.10. The Distributor undertakes that the relationship between the Distributor and the AMC is that of trust and the Distributor shall act in a trustworthy capacity in respect of the transactions entered into by the Distributor on behalf of the AMC. The Distributor shall ensure that they do not encourage Investors in circumventing any provision under the Regulations and keep them adequately advised of complying with the Regulations in letter and spirit.
- 3.1.11. The Distributor undertakes that it shall do all acts, deeds and things necessary on behalf of the AMC whereby the customer's confidence and interest in the Mutual Fund is fully protected at all times.
- 3.1.12. The Distributor shall ensure that the following are strictly adhered to:
 - 3.1.12.1. Units of the scheme(s) of the Mutual Fund are sold only in the manner prescribed in the Scheme Documents and no cash, money orders and postal orders should be accepted at any point of time.
 - 3.1.12.2. It should facilitate subscription or redemption of Units at prevailing applicable NAV.
 - 3.1.12.3. It should not withhold placing Investor orders for the Units so as to profit themselves as a result of such withholding.
 - 3.1.12.4. It should provide each Unit Holder with a copy of Scheme Documents and will be allowed to inspect or receive a copy of such documents of the Mutual Fund as mentioned in the Scheme Documents.
 - 3.1.12.5. It should not make any representations except those contained in the Scheme Documents issued by the AMC as information supplemental to such documents.
 - 3.1.12.6. It should not sell or distribute the Scheme(s) in any manner which contradicts or is inconsistent with the manner in which the Scheme(s) is presented or depicted in Scheme Documents or any other publications, newsletter, fact sheets prepared by the AMC.
 - 3.1.12.7. It should not use or design any advertising or sales material other than sales material released by the AMC relating to the Mutual Fund unless approved in writing by the AMC in advance. It shall strictly adhere to the SEBI guidelines on advertisements and sales literature and keep informed of the changes made by SEBI from time to time in this regard.
 - 3.1.12.8. It should not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the Units of the Schemes.
 - 3.1.12.9. It should not make or give any representation, statement or warranty which is incorrect, incomplete or misleading (whether by reason of any omission to state a material fact or for any other reason).
 - 3.1.12.10. It shall not accept any offerings or subscriptions from persons residing in United States or Canada or FATF (Financial Action Task Force) non-compliant countries.
- 3.1.13. The Distributor (including its employees, agents, servants and representatives) shall take adequate steps to obtain information and identity of Investors who are willing to invest in the Schemes of Mutual Fund through the Distributor and shall maintain all information, documents, records in respect of services provided under this Agreement i.e., Investors data base sourced by the Distributor, etc.
- 3.1.14. The Distributor shall upon demand from the AMC provide all such information, reports or documents obtained and maintained by the Distributor (including by its employees, agents, servants and representatives) immediately to the AMC in respect of services provided by the Distributor to the AMC under this Agreement.
- 3.1.15. The Distributor shall not do, communicate, print or publish anything which is illegal, unethical, fraudulent, improper or questionable or which may be detrimental to the reputation of AMC and Mutual Fund, or which may be in any manner harmful

to or against the interests of the AMC and Mutual Fund or which may result in a contravention of the provisions of the Regulations.

- 3.1.16. The Distributor (including its sub-distributors) shall upon receipt of a request from the AMC, allow authorized person(s) as designated by the AMC, the right to audit and inspect all the records maintained by Distributor with respect to services provided under this Agreement and take such computer printouts, information, copies as may be required by AMC for carrying out the audit and inspection.
- 3.1.17. the Distributor undertakes to take utmost care, that all employees, agents (including Sub-distributors), and representatives of the Distributor shall at all times maintain strict confidentiality of the Confidential Information with regard to all matters and documentation and information relating to the AMC, any Schemes and issues raised by the AMC from time to time and shall not divulge or allow or cause to be divulged or allowed any Confidential Information or know how which it has received under the terms of this Agreement or which comes into its hands or into the hands of any of its employees, agents (including Sub-distributors), servants and representatives. The Distributor will make the reporting's required, if any, to be made to SEBI and the disclosures required under the laws to be made to the public with prior notice to the AMC of not less than seven (7) Calendar Days. This clause shall survive the termination of this Agreement.
- 3.1.18. the Distributor undertakes at its responsibility to educate its sub-distributors and Investors about the Schemes of the Mutual Fund and will do its best to create awareness about the Schemes of Mutual Fund and the AMC and the products and services offered by the AMC among its sub-distributors, Investors and public at large provided that the AMC shall not be liable or bound by any representation made about the AMC or the HSBC Group by the Distributor.
- 3.1.19. the Distributor shall be responsible for its employees, servants, agents and Representatives maintain the confidentiality imposed by Clause 3.1.17 and if so required, have them sign a declaration for observing strict secrecy on all Investor transactions.
- 3.1.20. the Distributor agrees that this relationship is expressly established subject to the AMC being allowed to appoint other Distributors to sell the Units of Scheme(s). Distributor confirms that he/she/it, or its employees, directors, are not related to/relative or connected to AMC, or its employee, directors, Sponsor, its directors, employee, or an Associate (as defined under MF Regulations).
- 3.1.21. The Distributor agrees to adhere to the Code of Conduct notified under the Applicable Laws.
- 3.1.22. The Distributor further undertakes to provide the AMFI/ARN certificate or any other certificate that may be required under the Applicable Law on an annual basis or as may be determined by the AMC from time to time. The Distributor agrees to provide such declarations and/or certifications and/or undertakings as may be required by AMC to ensure that the Distributor is in compliance with the Applicable Law including the Regulations.
- 3.1.23. The Distributor acknowledges that it is not entitled to receive Fee on its own investments and shall inform the AMC if it receives such Fee, erroneously or otherwise and shall reimburse such amounts to the AMC immediately upon receipt together with such sums and will not wait for the AMC for demand of such refund of such an amount. To clarify, this amount erroneously transferred cannot be adjusted with any pending or future payment of Fee to the Distributor by the AMC.
- 3.1.24. The Distributor shall not use or display the acronym 'HSBC'/'HSBC Mutual Fund' or any other mark or Logo of HSBC or any part or derivative thereof ("**Trademark**") including these marks/trademarks along with a hashtag # and it shall not reproduce, store in a retrieval system or transmit, on any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, the Trademark or Logo of HSBC, HSBC Bank, HSBC Mutual Fund, HSBC Asset Management including these marks/trademarks along with a hashtag #, without the prior explicit written permission of the AMC.
- 3.1.25. The Distributor shall have exclusive control over its employees in the conduct of activities under this Agreement and shall be regarded as an independent contractor. The Distributor is not constituted as an agent of AMC for any purpose whatsoever and is expressly prohibited from doing any acts which do or may create the impression or inference that the Distributor is an agent of AMC. Further, the Distributor is not granted any right or authority to create any obligation or responsibility, express or implied, on

behalf of, or in the name of AMC in any manner whatever.

- 3.1.26. The Distributor shall disclose all Fee to the investor payable to the Distributor for different competing schemes of various mutual funds from amongst which the scheme is being recommended to the investor in compliance with the Applicable Laws.
- 3.1.27. The Distributor understands that the AMC has statutory obligation under the PMLA to report to FIU on an ongoing basis. The Distributor agrees to assist AMC in procuring data with respect to such suspicious transaction reporting and report any suspicious activity that it may independently become aware of at any point in time.
- 3.1.28. The Distributor agrees that in the event that the Distributor commits a breach of any of the terms and conditions contained herein then AMC may forthwith by notice in writing terminate this Agreement without any liability of any sorts whatsoever in respect of such termination.
- 3.1.29. The Distributor agrees that it has adequate due diligence measures to monitor and counter any fraudulent practices conducted by its Investors and will adequately comply with SEBI/ AMC's directions in this regard.
- 3.1.30. The Distributor undertakes to inform the AMC of the changes, if any, to the declarations, representations and undertakings included in this Agreement as well as all changes having an impact on the services provided by the Distributor in terms of this Agreement.
- 3.1.31. KYD (Know your Distributor) norms will be applicable for fresh ARN registration and ARN renewal effective from September 1, 2010. In line with AMFI circular 35P/MEM-COR/20/12-13 dated 16 November 2012; static details of the distributor except bank details will be imported from centralized database (KYD) effective from 15 January 2013. For any subsequent change in static details, distributor needs to submit the request at AMFI unit of CAMS or the CAMS Service Centre and not to individual AMCs / RTAs. Any subsequent change in static details and further registered with KYD will overwrite the records already maintained with the AMC.
- 3.1.32. The Distributor shall ensure that no investment applications from persons residing in United States of America or Canada are sourced. Further, applications from persons residing in any country which is declared by the Financial Action Task Force (FATF) as a non-compliant country/territory should also not be sourced. The Distributor to ensure for all Non-Resident Indian investors, the complete overseas address is procured, including the Country of residence, to avoid rejection of the application. The distributor shall keep investors aware that the AMC reserves the right to redeem any such investments in case of change of address to a US/Canada address on a later date.
- 3.1.33. Confirmation under the Foreign Account Tax Compliance Act (FATCA) for determining US person status (MANDATORY for ALL distributors) - The United States Department of the Treasury and the US Internal Revenue Service (IRS) has introduced The Foreign Account Tax Compliance Act (FATCA), effective 1 July 2014. The purpose of FATCA is to report financial assets owned by United States persons to the United States tax authorities. Accordingly, Government of India may collect information from banks and financial institutions and onward submit it to United States authorities. All Distributors including non-individual distributors, shall be required to submit a mandatory declaration form confirming their status against a list of US indicia's. The Indicia are to identify a United States Person as defined under the Laws of the United States of America. In case of any change in the information such as address, telephone number, citizenship, etc., distributors are requested to bring this to the notice of the fund and submit the FATCA declaration form (available on the fund website). AMC reserves the right to seek additional information/documents in order to ascertain your status.
- 3.1.34. Identification of Ultimate Beneficial Owner (UBO)- Distributors are required to provide details of Ultimate Beneficial Owner(s) ("**UBO(s)**") and submit proofs to identify the UBO, i.e., Identity and address proof. Ultimate Beneficial Owner (UBO) is the natural person, who ultimately owns or controls, directly or indirectly your organization Controlling ownership interest has been defined as ownership of;
 - 3.1.34.1. more than 10% of shares or capital or profits of the juridical person, where the juridical person is a company;
 - 3.1.34.2. more than 10% of the capital or profits of the juridical person, where the juridical person is a partnership or,

- 3.1.34.3. more than 10% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- 3.1.34.4. In case of Trust, beneficial owners of the trust need to be known by determining the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 10% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 3.1.34.5. In case the Distributor is a listed company or a subsidiary where the majority is held by a listed company, then the details of shareholders or beneficial owners is not required.
- 3.1.35. The Distributor shall ensure that Schemes recommended or sold to Investors are appropriate and suitable based on the Investor's risk profile, financial objectives, and investment experience. The Distributor shall not engage in mis-selling, including but not limited to:
- 3.1.35.1. selling Schemes to Investors for whom they are unsuitable, including small-cap funds, retirement funds, and close-ended funds to senior citizens, minors, and non-individuals.
- 3.1.35.2. providing false, misleading, or incomplete information about the risks associated with the Schemes.
- 3.1.35.3. inducing Investors to make investments primarily for Fee or incentive-driven motives rather than suitability to their financial needs.
- 3.1.36. The Distributor shall at all times, comply with the Applicable Laws and shall refrain from entering into any arrangement which seeks indemnification from Investor or purports to disclaim liability in relation to any claims arising therefrom.
- 3.2. AMC declarations, representations & warranties:**
- 3.2.1. The AMC will make available Scheme Document of a particular Scheme(s) as may be reasonably requested by the Distributor. The AMC shall provide the Distributor with all the addendums to the Scheme Document, if any, and the Distributor shall in turn ensure that the addendums are compulsorily attached to the Scheme Document provided to Investors or prospective investors.
- 3.2.2. Notwithstanding anything contained in this Agreement, the sale and repurchase of Units will be made at the NAV of the relevant business day in accordance with the then current Scheme Document of the Scheme(s).
- 3.2.3. The AMC appointed RTA will issue Units for each investor, it being understood in all cases that (a) the Distributor is authorized to act as an agent for the Investor, (b) that the relationship between the AMC and the Distributor is one of principal-to-principal, (c) each transaction is initiated solely upon the directions, instructions of the Investor, (d) each transaction is for the account of such Investor and not for the Distributor's own account, (e) always each Investor will be provided by the Distributor with a copy of the abridged Scheme Document, if any, with respect to the relevant Scheme and will be allowed to inspect or receive a copy of the Scheme Document, of the relevant Scheme, (f) as between the Distributor and the Investor, the Investor will have full ownership of the Units.
- 3.2.4. The AMC shall comply with instructions and procedures mutually agreed with the Distributor and shall also issue its own internal instructions to its employees on similar lines and undertakes to use its best endeavors to ensure that the RTA does comply with the same.
- 3.2.5. The AMC undertakes that all employees, agents and representatives of the AMC shall at all times maintain strict confidentiality in respect of such database procured from the Distributor. Further the AMC shall use its best endeavors to ensure that its RTA also complies with the same.
- 3.2.6. All statements made and information which have been provided by the AMC to the Distributor for or in connection with Distributor's appointment, services as a Distributor under this Agreement are at the time of furnishing the information or making the statement to the knowledge of the AMC, materially correct and complete and are not misleading.
- 3.2.7. The AMC hereby declares that it has complied with and shall continue to comply with all applicable regulatory formalities under the regulations.
- 3.2.8. The AMC has the necessary authority to promote the Scheme(s) and do all matters and things as may be necessary for discharge or enforcement of the same.
- 3.2.9. The AMC will advise the Distributor as soon as practicable, (i) of the issuance by any governmental or regulatory authority of any order preventing or suspending the use of the Scheme Documents or any portion thereof; (ii) of the occurrence of any event at any time as a result of which the Scheme Documents, as then amended or supplemented, would include any untrue statement of a material fact having a direct or indirect impact on the Investors necessary in order to make the statements therein, in the light of the circumstances, existing when the Scheme Documents is delivered to a Investors not misleading; and (iii) of the receipt any notice with respect to any suspension of the services in any jurisdiction.
- 3.2.10. The AMC owns all Intellectual Property Rights and proprietary rights in the material and information made available by the AMC to the Distributor for the purpose of enabling it to provide services under this Agreement.
- 3.3. Distributor and AMC representations & warranties:**
- The Distributor and the AMC severally and only in relation to itself represent and warrant as follows:
- 3.3.1. It is duly incorporated under the laws of India and has the power to conduct its operations as presently conducted and to enter into this Agreement.
- 3.3.2. It has the power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement.
- 3.3.3. As at the date of this Agreement nothing herein conflicts with any judgment, decree or order or any statute, rule or Regulation applicable to it.
- 3.3.4. It is not currently involved with any litigation in connection with the securities market, offence involving moral turpitude or any other economic offense whose outcome might materially and adversely affect its ability to discharge its functions under this Agreement.
- 3.3.5. It is in compliance with and shall, during the term of this Agreement, continue to comply with the Scheme Document, Applicable Law, Regulations, in relation to this Agreement.
- 3.3.6. It has no outstanding obligations or liabilities contingent or otherwise (including tax liabilities) which might materially and adversely affect the performance of its obligation under this Agreement.
- 3.3.7. All governmental approvals and statutory permissions to the extent and as are necessary for the execution of this Agreement.
- 4. APPOINTMENT OF SUB-DISTRIBUTORS**
- 4.1. The Distributor may appoint any number of sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the qualifications, approvals, licenses, valid certificates required to act in such capacity and the Distributor understands and agrees to be responsible for the acts of its sub-distributors.
- 4.2. The Distributor shall ensure that sub-distributors (and if the sub-distributor is a firm or a company or any other artificial person then all its employees, agents, servants and representatives engaged in sales and marketing of Units of the Schemes) shall have AMFI certification as required by SEBI and that such certification is valid. The Distributor shall also ensure that all the sub-distributors are registered with AMFI. In case of corporate sub-distributors, the Distributor should ensure that all the employees engaged by the sub-distributors are registered with AMFI and have valid identity proof.
- 4.3. The Distributor also undertakes that it will ensure that all the sub-distributors comply with the Applicable Law, for the purpose of this Agreement. The Distributor also undertakes that it will ensure that the sub-distributor provides all such certificates, document, information as may be stipulated the AMC, from time to time.
- 4.4. The Distributor agrees that the AMC shall have no privity of contract with such sub-distributors so appointed by the Distributor and that both the AMC and the Mutual Fund under no circumstances, directly or indirectly, shall not be liable for any act or omission of the sub-distributor.
- 4.5. The Distributor agrees that the agreement if any, between the Distributor and sub-distributor(s) shall not contain any clauses which are contrary to what is stated in this Agreement. However, if the said Agreement contains

clauses which require prior approval of the AMC, the said clauses shall be effective only after such approval is obtained by the Distributor from the AMC in writing.

- 4.6. The Distributor shall be responsible for supervising the activities of such sub-distributors appointed by it and shall be responsible for ensuring that each sub-distributor shall always act in compliance with all Applicable Law.
- 4.7. The Distributor shall ensure that the sub-distributor including all its employees, agents, servants and representatives, directors, partners, as applicable, shall always maintain the confidentiality as imposed by **Clause 3.1.17**.
- 4.8. The AMC will not be responsible for payment of any Fee to sub-distributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.
- 4.9. Neither Distributor nor its associate shall commit tax evasion nor undertake any activities which may facilitate or otherwise result in another person committing tax evasion, in undertaking its obligations under this Agreement. And it and its associate shall maintain reasonable procedures designed to prevent any employees, agents or other persons, who perform services for them or on their behalf, from undertaking any activities which would facilitate or otherwise result in another person committing tax evasion.

5. FEES AND CHARGES OF THE DISTRIBUTOR

- 5.1. The Distributor Fee will be paid by direct credit to the Distributor's account, the details of which shall be furnished by the Distributor (and not in the name of any nominee of the Distributor or other person). If the said direct credit arrangement is not practicable, the same shall be paid either by account payee cheque, demand draft or any other arrangement as agreed upon by the Parties to this Agreement. No Fee will be paid in cash.
- 5.2. Further, all payments to the Distributor shall be subject to the relevant provisions of the Income Tax Act, 1961 and other Applicable Laws.
- 5.3. The Mutual Fund shall pay to the Distributor Fee for the services provided under this Agreement and the same will be exclusive of all taxes, cess, charges and levies as per the schedule mentioned in **Schedule II**. The Fee schedule is subject to change as mutually agreed between the AMC and the Distributor from time to time.
- 5.4. Notwithstanding termination of this Agreement, the Distributor shall be entitled to receive, such fees as is payable to the Distributor in respect of business procured by the Distributor prior to the termination of this Agreement. The provision of this clause shall survive termination of this Agreement.
- 5.5. The Distributor shall raise all its grievances within one (1) month of receipt of such Fee or other amount by the Distributor and the Distributor shall not be entitled to make any grievance thereafter.
- 5.6. In case the Distributor receives any Fee or incentive or any other amount/ fee which is not due or payable to the Distributor, the Trustee of Mutual Fund, AMC on behalf of the Mutual Fund shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor and the Distributor shall refund such amounts to the Mutual Fund, AMC on behalf of Mutual Fund within thirty (30) Business Days from the date of receipt of information by the Distributor.

6. LIABILITIES AND INDEMNITIES

- 6.1. The Distributor shall fully indemnify, defend, and hold harmless the AMC, the Mutual Fund, its Trustees, Directors, employees, officers, and Affiliates (collectively the "**Indemnified Parties**") from and against any and all costs, losses, damages, demands, penalties, claims, and expenses (including but not limited to legal fees and costs of investigation) arising directly or indirectly out of or in connection with:
 - 6.1.1. any misrepresentation, misstatement, omission, or misleading information made or provided by the Distributor, its employees, agents (including sub-distributor), or representative, whether oral or written relating to the Scheme(s) of Mutual Fund or the AMC;
 - 6.1.2. any breach, non-compliance, or default by the Distributor, its employees, agents (including Sub-Distributors), or representatives of any obligation, representation, warranty, covenant, or term of this Agreement;
 - 6.1.3. any act of negligence, misconduct, mis-selling, improper solicitation, unauthorized representation, or failure to adhere to the Scheme Documents, applicable laws, regulations, circulars, or guidelines issued by regulatory authorities;
 - 6.1.4. any fraudulent, unlawful, unethical, or wrongful act or omission committed by the Distributor, its employees, agents (including

Sub-Distributors), or representatives, including collusion with Investor(s) in improper business practices such as presenting dishonored cheques, wrongfully claiming dividends or redemptions, or circumventing requirements under Applicable Law;

- 6.1.5. any action, inquiry, investigation, or proceeding initiated by any regulatory, governmental, judicial, or quasi-judicial authority in connection with the acts or omissions of the Distributor, its employees, agents (including Sub-Distributors), or representatives; or
- 6.1.6. any failure by the Distributor, its employees, agents (including Sub-Distributors), or representatives to comply with applicable laws, rules, regulations, or directives of any regulatory authority governing its activities.
- 6.2. The indemnification obligations under this Clause 6. 1 shall be in addition to any other rights and remedies available to the Indemnified Parties under law, equity, or contract and shall survive the termination of this Agreement for a period of three (3) years.
- 6.3. The AMC shall indemnify and hold harmless the Distributor against any direct losses, costs or claims which it might incur/suffer as a result of:
 - 6.3.1. the incorrect, wrong content of the Scheme Document or any other material distributed by the Mutual Fund to the Distributor containing an untrue statement of a material fact or an omission of a material fact or
 - 6.3.2. the willful misconduct of the AMC, or their employees
 - 6.3.3. non-adherence to any of the terms and conditions mentioned in this Agreement.
- 6.4. The AMC shall not be responsible for:
 - (a) any indirect, consequential loss incurred by the Distributor;
 - (b) the Distributor making available information other than information made available by AMC and
 - (c) for acting on an incorrect, wrong data or incorrect, wrong transaction request received from the Distributor.
- 6.5. Notwithstanding the generality of the foregoing, in no circumstances shall either Party or any of its Affiliates or its or their respective officers, directors, employees, agents or representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this Agreement or for any loss attributable to the AMC, its affiliated companies, or any person associated with them or any of them.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. The Parties acknowledge that all proprietary information, trade secrets, know how relating etc. to each other, including without limitation, all information, whether written, oral or otherwise, concerning the business, operations, prospects, finances, or other affairs of each other, will be treated as Confidential Information and both Parties shall not divulge or allow or cause to divulge or allowed any such Confidential Information. This clause shall survive the termination of this Agreement.
- 7.2. Notwithstanding anything contained in Clause 7, the following information relating to the Parties, will not constitute Confidential Information for the purposes of this Agreement:
 - 7.2.1. information which is or becomes generally available to the public otherwise than as a result of breach of this Agreement by a Party.
 - 7.2.2. information which is obtained by a Party from a third person who has obtained such information lawfully and is under no obligation of secrecy or confidentiality with respect to such information.
 - 7.2.3. information legally required to be disclosed by or under any applicable law, regulation, legal process, or order of any court or governmental body having jurisdiction. Provided, however, that prior to such disclosure, the Party who is legally required to disclose the information shall inform the other Party of such disclosures and consult the other Party as to the information which will be disclosed.
 - 7.2.4. Where the Recipient can demonstrate by written evidence that the information has been independently acquired or developed by it without breaching any of its obligations under this Agreement, or
 - 7.2.5. Information which is already in the possession or knowledge of the Recipient, not subject to any duty of confidentiality.
- 7.3. The Distributor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed to the Distributor including

but not limited to all documents, data, applications, information, material, instructions, communications, papers and statements and any business, information of AMC, Mutual Fund relating to its business practices and critical to its competitive position in the market place provided to Distributor in connection with the performance of this Agreement shall be considered Confidential Information. Its use is subject to the permission and authority of the AMC and Distributor shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by AMC. On the expiry or termination of this Agreement for whatsoever reason, Distributor shall hand over or cause to be handed over all the AMC Confidential Information including documents, applications, data, information, material, papers and statements and all other related materials in its possession to AMC immediately.

- 7.4. All Confidential Information provided by each Party to the other shall, always, remain the sole and exclusive property of the respective Party and the other Party shall have no right, title, interest whatsoever on the Confidential Information. Upon termination/expiry of this Agreement, all Confidential Information shall be returned by the other Party to the respective Party immediately.
- 7.5. Data Protection: The Parties undertake, where applicable, to comply fully with IT Law and to procure that its employees and agents observe the provisions of the IT Law. If the Distributor receives personal data pursuant to this Agreement, the Distributor shall only use it as strictly necessary for the performance of its obligations hereunder and in accordance with this Agreement.
- 7.6. Confidentiality obligations and rights of the Parties: AMC would disclose or transfer to any HSBC Group Members information belonging to you that is confidential in nature (including but not limited to your director(s) / key managerial person's name, address, e-mail address, phone number(s) and identification documents etc.) for administrative and contract governance purposes during the term of our agreement or engagement with HSBC.
- 7.7. In the event that a Party is requested to disclose any Confidential Information, pursuant to, or required by, Applicable Law, Regulations, legal process, order of a court, regulatory authority or other governmental body having jurisdiction, such Party agrees that it will, as far as is legally and practically possible, provide the other Party with prompt notice of such request or requirement in order to enable the disclosing Party to seek an appropriate protective order or other remedy. If such protective order or other remedy is not obtained, the Party, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed. In any such event, the Party will use its reasonable efforts to ensure that all Confidential Information that is disclosed will be accorded confidential treatment.
- 7.8. In the event of this Agreement being terminated, the provisions of this entire Clause shall survive and remain in full force and effect.

8. NO CLAIM OR LIEN OR CHARGE ETC

All information, forms, agreements, documents, certificates, letters, papers, writings, data, books, records, reports, statements, files, copies and other items or properties whatsoever belonging to the AMC, Mutual Fund which come into the Distributor's power or possession, pursuant to or in connection with this Agreement will remain the sole and absolute property of the AMC, Mutual Fund, as the case may be and the Distributor shall have no claim, lien, charge, right of retention, sale or set-off or other right, title or interest therein for any reason whatsoever (including for the Fee or other payments) or for the service charges fee payable to the Distributor for distributing Units of the Mutual Fund. This clause shall survive the termination of this Agreement.

9. NOT TO INCUR LIABILITY, TRANSFER, ASSIGN, ETC.

- 9.1. The Distributor shall not undertake any obligation or incur any liability in any manner whatsoever on behalf of the AMC, Mutual Fund nor in any way pledge the AMC, Mutual Fund credit in any manner whatsoever. This clause shall survive the termination of this Agreement.
- 9.2. The Distributor shall not be entitled to assign, transfer, charge or in any manner make or create any third party right or interest in this Agreement or for the Distributor's obligations, liabilities, benefits or rights.

10. TERM AND TERMINATION

- 10.1. This Agreement shall stand automatically terminate with immediate effect upon the occurrence of the following event in relation to either of the Party:
 - 10.1.1. Intimation of liquidation, bankruptcy, insolvency proceedings, or presentation of any petition for winding up (whether voluntary or compulsory for the purpose of a solvent reconstruction or amalgamation);

- 10.1.2. Entering into any arrangement or compromise with creditors, making an assignment for the benefit of creditors, appointment of a receiver, administrator, or manager over its assets or business, or if any distress, execution, or similar enforcement action is levied or threatened against any of its properties;
- 10.1.3. Suffering any analogous event or proceeding in consequence of debt under applicable law.
- 10.2. Either Party may terminate this Agreement for any reason by providing ninety (90) calendar days' prior written notice to the other Party. Notwithstanding such notice, the Distributor shall continue to fully discharge its obligations and liabilities under this Agreement during the notice period.
- 10.3. AMC shall have the absolute right to terminate this Agreement forthwith, without any notice or liability, upon the occurrence of any of the following events:
 - 10.3.1. Any breach, non-compliance, or violation of the terms, conditions, or obligations under this Agreement by the Distributor;
 - 10.3.2. Any act of negligence, willful misconduct, misrepresentation, fraud, or any activity detrimental to the interests of the AMC, the Mutual Fund, or its investors;
 - 10.3.3. Any act or omission by the Distributor that, in AMC's sole and absolute discretion, exposes AMC or the Mutual Fund to legal, regulatory, reputational, or financial risk;
 - 10.3.4. If AMC receives any investor complaints, regulatory directions, or notices concerning malpractice, mis-selling, or misrepresentation by the Distributor, which, in AMC's opinion, warrant immediate termination;
 - 10.3.5. (a) if the Distributor is found guilty of mis-selling by the AMC, SEBI, AMFI, or any regulatory authority; (b) the Distributor fails to adhere to the risk profiling and suitability guidelines prescribed in Regulations; and (c) the Distributor engages in any fraudulent or unethical sales practices.
- 10.4. Termination by AMC under this Clause 10. 3 shall be without prejudice to its rights to claim indemnification, damages, or any other remedies available under this Agreement or applicable law.
- 10.5. Notwithstanding the termination of this Agreement, both Parties shall remain liable for their respective actions and obligations undertaken during the subsistence of this Agreement. However, any claim or right of action shall be subject to the applicable statute of limitations.
- 10.6. Upon termination of this Agreement, the Distributor shall, without any delay and in no event later than thirty (30) Calendar Days from the date of termination, return to AMC all records, investor databases, documents, agreements, marketing materials, investor communication, books, training manuals, reports, and all other information related to the Fund. The Distributor shall have no lien, retention right, or claim over any such materials.
- 10.7. During and after the notice of termination, the Distributor shall not engage in any conduct or act that may be detrimental to the AMC, the Mutual Fund, or its schemes. This obligation shall survive the termination of this Agreement.
- 10.8. Upon termination of this Agreement, the Distributor shall only be entitled to receive Fee strictly in accordance with the following conditions:
 - 10.8.1. Fee that had accrued and were due prior to the date of termination;
 - 10.8.2. Fee payable in respect of business procured by the Distributor prior to termination, provided that details of such transactions are received by AMC from the RTA within sixty (60) calendar days from the date of termination;
 - 10.8.3. Fee sought to be claimed by the Distributor within sixty (60) calendar days from the date of termination.
- 10.9. AMC shall have the right to withhold or adjust any Fee payments in the event of:
 - 10.9.1. Any regulatory directive or restriction on such payments;
 - 10.9.2. Any Investor complaints or allegations of malpractice, mis-selling, or misrepresentation by the Distributor, pending investigation or resolution.
- 10.10. Upon termination, all payments of Fee to the Distributor shall cease immediately, except for any Fee already accrued up till the date of termination. The termination shall not affect any rights, obligations, or liabilities accrued by either Party up to, including the date of termination.
- 10.11. Either Party may terminate this Agreement with immediate effect if, in its sole discretion, it determines that:

10.11.1. The risks associated with continuing this Agreement outweigh the benefits; or

10.11.2. There are serious or repeated Investors complaints against the other Party that raise material concerns.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The AMC and the Distributor shall not use the Intellectual Property of the other Party without obtaining prior written permission of the other Party.

11.2. The Parties hereto further undertake the following:

11.2.1. Not to use the Intellectual Property in any manner other than as expressly permitted by the prior written permission of the other party.

11.2.2. Indemnify the other Party for any liability incurred using the Intellectual Property of one party by the other party post seeking prior written permission.

11.2.3. Not to cause or permit anything that may damage or endanger the Intellectual Property of the other Party associated for the Purpose or allow others to do so.

11.2.4. To notify the other Party of any suspected or threatened infringement of the Intellectual Property of the other Party, and to take such reasonable action as the other Party shall direct (at the expense of other Party) in relation to such infringement.

11.2.5. During and after the Term, each Party shall not directly or indirectly contest the validity of, or other Party's ownership of the Intellectual Property, nor take any other action which may in any manner jeopardize the other Party's right or interest therein.

12. OPERATING AND SERVICE STANDARDS

All operating and servicing standards and procedures will be as agreed between the Parties to this Agreement from time to time. The operating and service level standards, if any will not require any amendment to this Agreement but will be confirmed by exchange of letters or email communication.

13. ANTI-BRIBERY

13.1. Distributor hereby represents, warrants, and undertakes that, in connection with:

13.1.1. the transactions contemplated by this Agreement:

13.1.1.1. any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of Distributor's obligations hereunder, or

13.1.1.2. any other transactions involving, or undertaken on behalf of AMC

13.1.2. it has not violated and undertakes that it will not violate any applicable relevant anti-bribery laws and regulations including, but not limited to U. K. Bribery Act, 2010, HK Prevention of Bribery Ordinance 1970, as amended, repealed from time to time, as applicable, the India Prevention of Corruption Act, 1988, as amended, repealed from time to time, and any other relevant laws in India and other analogous legislation in force in other jurisdictions where the Distributor and AMC are domiciled, operate, or Distributor distributions units of HSBC MF to prospect investors domiciled in jurisdiction other than India ("Anti-Bribery Laws"), and;

13.1.3. it has not and undertakes that it shall not engage in the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, arrangements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity, and

13.1.4. it shall procure the compliance with the above obligations from its own associated persons, agents or subcontractors as may be used for the Distributor's fulfillment of obligations under this Agreement.

13.1.5. The Distributor represents to the AMC that Distributor has not and shall not in connection with the transactions under this Agreement, or in connection with any other business transactions involving the AMC, Mutual Fund, make any payment or transfer anything of value, directly or indirectly:

13.1.5.1. to any governmental official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or

13.1.5.2. to any other person or entity if such payments or transfers would violate the laws of the country in which made.

13.1.6. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

13.2. Notwithstanding any other provision to the contrary, AMC may suspend or terminate this Agreement immediately should it become aware of a breach or suspected breach of the Distributor's representation, warranty or undertaking, or violation by the Distributor of Anti-Bribery Laws or where the Distributor causes AMC or any member of the HSBC Group to violate Anti-Bribery Laws. However, such termination shall not affect and shall be without prejudice to any subsisting rights or remedies of AMC against the Distributor.

14. DISPUTES

14.1. In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between the Parties or their respective representatives or permitted assigns under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement, dispute, difference or contention arising between the Parties in relation to any of the provisions of this Agreement or the interpretation hereof, or as to rights, liabilities or duties of the Parties (hereinafter referred to as a "Dispute"), the same shall be, in the first instance, amicably settled between the Parties through mutual consultations within a period of 30 (thirty) Working Days of such dispute arising. If after 30 (thirty) Working Days of consultation, the Parties have failed to reach an amicable settlement, then Parties have an option to resolve the Dispute by approaching a competent Court in Mumbai, India.

14.2. After submission of any Dispute, the Parties shall continue to exercise their respective rights and fulfill their remaining respective obligations hereunder except insofar as the same may relate directly to the matters in Dispute.

14.3. Each Party shall bear its own costs and expenses in connection with any Dispute.

15. MISCELLANEOUS

15.1. Exclusivity: This Agreement is entered into on a non-exclusive basis and the Parties reserve their rights to enter similar arrangements with other persons.

15.2. Relationship: Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or subsidiaries thereof or, to provide either Party with the right, power, or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other Party save and except as provided under this Agreement.

15.3. Governing Law and Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to its principles of conflict of laws, the Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai, India.

15.4. Overriding Effect: In case of any conflict between the provisions of this Agreement, Scheme Documents, Empanelment Form and any other agreement between the Parties for the Purpose of this Agreement, the order of precedence shall be as follows – (i) Scheme Document (ii) this Agreement (iii) Empanelment Form, (iv) other agreement between the Parties for the Purpose herein. It is hereby clarified that in case this Agreement provides for any additional terms which are not present in the Empanelment Form, or vice versa, such additional terms shall not be deemed to be contradictory provisions.

15.5. Document and Notices: All notices, requests, demands and other communications made or given shall be in writing and shall be either personally delivered, couriered, transmitted by postage prepaid registered mail (air mail if international), or by telex or cable (confirmed and writing by postage prepaid registered mail – air mail if international) or facsimile transmission or e-mail and shall be addressed to the appropriate Party at details provided below or to such other address or place or facsimile number as such Party may from time to time designate. Unless another address or facsimile number has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made shall be deemed to have been received (a)

in the case of personal delivery, on the date of delivery, (b) in the case of mail delivery, on the date which is 10 (ten) Calendar Days after the mailing thereof; (c) in the case of courier, on the date which is 4 (four) Calendar Days from the date of dispatch thereof; (d) in the case of electronic mail, within 24 (twenty-four) hours from the electronic mail being sent; and (e) in the case of a telex or cable or facsimile, upon receipt of confirmation of transmission / dispatch thereof. Notices to the Distributor shall be sent in accordance with the details provided in **Schedule I**. Notices to the AMC shall be sent in accordance with the details provided in the Party clause of this Agreement.

15.6. **Entire Agreement:** This Agreement (deemed to include its Annexures, Schedules and Exhibits, if any) constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporary agreements and understandings. The Parties intend this Agreement to be the final expression of their agreement with respect to its terms, and the complete and exclusive statement of those terms. The terms and conditions laid down in the Empanelment Form executed between the Distributor and the AMC shall be construed as part and parcel of this Agreement and shall be read together for all purposes.

15.7. **Partnership or agency:** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency or association of Person between any of the Parties hereto and none of them shall have any authority to bind the other in any way.

15.8. **Severability:** If any provision or part thereof of this Agreement shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this Agreement shall be given effect to as if such provision or part thereof does not exist in this Agreement. The Parties agree that such an event shall not in any manner affect the validity and the enforceability of the rest of this Agreement.

15.9. **Parties in interest:** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

15.10. **No third-party rights:** No provision of this Agreement is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any Person other than the Parties hereto; nor impose any obligations on the part of the Parties to this Agreement towards any third parties.

15.11. **No waiver:** No delay in exercising or omission to exercise any right, power or remedy accruing to any of the Parties upon any default under this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the concerned Parties in respect of any acquiescence by it in any default, affect or impair any right, power or remedy of the concerned Party in respect of any other default.

15.12. **Payment of Stamp Duty:** The shall, unless otherwise determined by the AMC, bear and pay stamp duty and other charges and expenses payable in connection with execution of this Agreement.

15.13. **Grievance Redressal:** Distributors, Investors having any grievance in relation to their investment in the Schemes may report such grievances to the AMC or RTA and the AMC or RTA shall seek to resolve such grievances as per the Scheme Document. Subject to Applicable Law, in the event such grievances are not reasonably addressed in 30 (thirty) days, then Distributor/Investor also have the option of reporting their grievances through the SEBI Complaints Redress System.

15.14. **Assignment:** Notwithstanding anything else contained in this Agreement the AMC, in its sole discretion, assign this Agreement or Transfer any rights hereunder to an Affiliate or group company of the AMC. Upon such assignment or Transfer, the assignee / transferee company shall have the same rights against the Distributor as available to the AMC under this Agreement. A Distributor shall not be entitled to assign this Agreement without the prior written consent of the AMC.

15.15. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

15.16. **Amendment:** No modification or amendment of this Agreement shall be binding unless made specifically in writing and upon the mutual consent of the Parties. The Parties also agree to modify/amend the provisions of this Agreement which may be necessitated due to statutory/regulatory changes. The modifications/amendments may be carried out by way of exchange of letters or addendum as may be mutually decided by the Parties.

15.17. **Force Majeure:** In the event of any failure, interruption or delay in performance of obligations resulting from acts, events or circumstances or force majeure, such as but not limited to as mentioned more particularly herein below, neither Party shall be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the other as a result of such failure, interruption or delay:

15.17.1. any action, omission, suspension or trading, decision or ruling of any exchange, Depository or regulatory, governmental or other body or of any other person which is beyond the control of either Party; or

15.17.2. any government restriction, Exchange, Depository or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the control of either Party.

15.17.3. any war, strike, lock-out, natural disaster, act of terrorism, delay in post service or any other delay or inaccuracy in the transmission of orders or other information or any breakdown, failure or malfunction which is beyond the control of either Party.

15.17.4. Any other conditions beyond the control of either Party.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of day and year first above written.

Signed for and on behalf of:

HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

(Authorized Signatory)

NAME : _____

DESIGNATION : _____

Signed for and on behalf of:

[Note: Name of the Distributor]

(Authorized Signatory)

NAME : _____

DESIGNATION : _____

SCHEDULE I

Sr. No.	Name and details of Contributor
1.	<div style="margin-bottom: 5px;">Name: _____</div> <div style="margin-bottom: 5px;"><i>(Please fill name of persons/entity/company/partnership)</i></div> <div style="margin-bottom: 5px;">Address: _____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">Attention: _____</div> <div style="margin-bottom: 5px;">Telephone: _____ E-mail: _____</div>
2.	Date of execution of this Agreement: _____
3.	Place of execution of this Agreement: _____

I/We hereby confirm that we have read and understood all the pages of this Agreement and I/we accept and agree to all its terms and conditions. I/We enter into this Agreement voluntarily, with full knowledge of its effect.

To inform in case of change of status

The Distributor declares and confirms that the Distributor is a/a company/individual incorporated in India or _____ ; and the Distributor agrees and undertakes to inform the AMC in the event of any change in its status be it residential or otherwise.

Changes in the information provided above are to be communicated by the authorized person of the Party desirous of changing the information to the other Party.

Distributors (other than Individuals & Listed companies) shall be required to submit the following additional documents along with the declaration, to the Fund at the time of an empanelment.

Copy of the latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the Company Secretary / Whole time director / MD. Documents confirming identity and address of the UBOs of the entity. Distributors are requested to note that, the fund shall reserve the right to seek additional information to ascertain the beneficial or controlling ownership.

SCHEDULE II

Fee Schedule

DISTRIBUTION AGREEMENT

Dated [_____]

(mentioned under *Schedule I*)

AMONGST

HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

(as the “AMC”)

AND

The Distributor

(being the Person Identified in **Schedule I** and who has executed this Agreement)

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DISTRIBUTION AGREEMENT

This distribution agreement (“**Agreement**”) is executed at place (*mentioned under Schedule I*) on this date (*mentioned Schedule I*),

BY AND BETWEEN

A. HSBC Asset Management (India) Private Limited, a company duly incorporated and registered under the provisions of the Companies Act, 1956 (and validly existing under the provisions of the Companies Act, 2013), having its registered office at 9-11 Floors, NESCO IT Park Building 3, NESCO Complex, Western Express Highway, Goregaon (E) Mumbai 400063, India (referred to as the “**AMC**”), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART.

AND

B. The Person specified in **Schedule I**, (referred to as the “**Distributor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the SECOND PART.

The AMC and the Distributor shall hereinafter jointly be referred to as the “**Parties**” and severally as the “**Party**” as the case may be.

WHEREAS

- I. The AMC is appointed as asset manager to Mutual Fund (*defined below*), requires Distributors for the purpose of distributing Units (*defined below*) of the Schemes (*defined below*) of the Mutual Fund and procuring subscriptions (referred as the “**Purpose**”).
- II. The Distributor holds a valid AMFI license and is eligible to act as Distributor of mutual fund units, has approached the AMC and represented to the AMC that it is agreeable to distribute and procure subscription of the said Units of the Scheme(s) of the Mutual Fund on the terms and conditions contained in the respective SID (*defined below*), SAI (*defined below*), and KIM (*defined below*) and AMC intends to appoint the Distributor for the Purpose of distributing Scheme(s) of HSBC Mutual Fund.
- III. The Distributor and the AMC are desirous of documenting the terms and conditions mutually agreed upon, inter alia, to define the allocation of duties and responsibilities between the Distributor and AMC and in pursuance of the same, the Parties are desirous of recording the said terms and conditions appearing hereinafter.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

- 1.1. **Definitions:** In this Agreement unless the context otherwise requires, the capitalized terms shall have the meaning assigned to them in this Clause 1.1:
 - 1.1.1. “**Affiliate**” means, with respect to AMC or Distributor, which, directly or indirectly, Controls, is Controlled by or is under common Control with AMC or Distributor. In case of an individual Distributor, Affiliate shall mean to include his “relative” as defined in Section 2(77) of the Companies Act, 2013.
 - 1.1.2. “**Agreement**” means this distribution agreement and all schedules, appendices, annexures and exhibits to it or incorporated in it by reference and from time to time.
 - 1.1.3. “**AMFI**” means Association of Mutual Funds in India.
 - 1.1.4. “**Anti-Bribery**” shall have the same meaning as defined under Clause 12 of this Agreement.
 - 1.1.5. “**AMC**” or has the meaning given to the term in the Parties clause of this Agreement.
 - 1.1.6. “**Applicable Law(s)**” means the laws of the republic of India or where applicable, any political sub- division thereof, and all the rules, Regulations, ordinances, notifications and policies notified or promulgated pursuant thereto and modifications thereof in force from time to time and shall include but not limited to any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by the SEBI, Reserve Bank of India, AMFI, including the Regulations.
 - 1.1.7. “**Business Days**” means any day (except Saturdays, Sundays, public holidays) on which banks and stock markets in India are open for normal business. Provided that, with respect to a Scheme this definition shall always be subject to the definition of Business Day in the SID/SAI/KIM of the respective Scheme.
 - 1.1.8. “**Calendar Days**” or “**days**” means all days in a month, including Saturdays and Sundays and any other holidays.
 - 1.1.9. “**CAMS**” means Computer Age Management Service Limited, having its registered office at New No. 10, Old No. 178, M. G. R. Salai, Nungambakkam, Chennai Tamil Nadu 600034 India.
 - 1.1.10. “**Confidential Information**” shall mean all information disclosed by one Party to the other pursuant to this Agreement save and except information which: at the time of such disclosure is, or subsequently becomes, publicly available (other than as a result of its disclosure by the disclosing Party or its directors, officers, employees (“**Representatives**”), in breach of this Agreement; at the time of such disclosure is, or subsequently becomes, available to the recipient party on a non-confidential basis from a source other than the disclosing Party provided that such source was not, subject to any duty of confidentiality in respect thereof; the recipient can demonstrate by written evidence that the information has been independently acquired or developed by it without breaching any of its obligations under this Agreement, or which is already in the possession or knowledge of the recipient, not subject to any duty of confidentiality.
 - 1.1.11. “**Control**” (including its correlative meanings, “**Controlling**” “**Controlled by**” and “**under common Control with**”) means, as applied to AMC/Distributor, the power or right to, directly or indirectly (i) direct or cause the direction of the management of AMC/Distributor (ii) direct or cause the direction of the policy decisions exercisable by AMC/Distributor or (iii) nominate for appointment the majority of the directors on the board of directors of AMC/Distributor, by virtue of ownership or by virtue of receiving the economic benefit of ownership of voting securities or management rights or contract or in any other manner.
 - 1.1.12. “**Distributor**” shall have the same meaning assigned to it in the Parties clause of this Agreement. Distributor is a person (individual/ non-individual) involved in selling and distribution of the products of the Mutual Fund for which such person has agreed to the terms and conditions set out in this Agreement.
 - 1.1.13. “**FATF**” means Financial Action Task Force.
 - 1.1.14. “**Fee**” shall mean an amount due from the Mutual Fund as brokerage, service charges or other fees to the Distributor for distribution of Schemes pursuant to this Agreement as provided in Schedule II, and such communication shall be paid by the AMC in advance of its coming into effect. All payments made to the Distributor shall be subject to the relevant provisions of the Income Tax Act, 1961 and other Applicable Laws prevailing in India for the time being in force.
 - 1.1.15. “**FIU**” means Financial Intelligence Unit- India, Ministry of Finance, Government of India.
 - 1.1.16. “**Force Majeure Event**” shall mean any event due to any cause beyond the reasonable control of either Party including, without limitation, any war, armed aggression, civil rebellion, earthquake, fire, lockdown, pandemic, any other natural calamity or act of God and other factors beyond the control of the Parties.
 - 1.1.17. “**Investor**” shall mean any person who invests in the Schemes of the Mutual Fund through the Distributor. This shall include all the existing and future Investors of the Distributor. Provided that in relation to schemes of the Mutual Fund, Investors shall mean such person eligible to invest in units of the Mutual Fund in terms of the Scheme Information Document/Statement of Additional Information of the scheme(s) as stipulated from time to time.
 - 1.1.18. “**IT Law**” means and includes provisions of Information technology Act, Information Technology (Reasonable Security Practices and Procedures & Sensitive Personal Data) Rules, 2011, Digital Personal Data Protection Act, 2023 and such other rules or regulations which may modify or repeal the same from time to time. A reference to IT Law shall also deem to include all guidelines, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI for the operation and management of the Mutual Fund, or any legislation in regard thereto.
 - 1.1.19. “**Intellectual Property**” means any or all of the following: all patents, designs, trademarks, trade secrets, service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how and

rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights, rights to sue for passing off or for unfair competition, rights in information and the right to use, and protect the confidentiality of, Confidential Information, and all other similar or equivalent rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term.

- 1.1.20. **"Intellectual Property Rights"** mean all rights, benefits, title or interest in or to any Intellectual Property, anywhere in the world (whether registered or not and including all applications for the same).
- 1.1.21. **"Mutual Fund"** means HSBC Mutual Fund, a fund established in the form of a trust under the provisions of the Indian Trusts Act, 1882 to raise monies through the sale of Units to the public or a section of the public under its Schemes for investing in securities, money market instruments, gold or gold related instruments, silver or silver related instruments, real estate assets and such other assets and instruments as may be specified by the SEBI from time to time, and registered with SEBI vide Registration No. MF/046/02/5 dated 27 May 2002 under the Regulations.
- 1.1.22. **"NAV"** shall mean the net asset value of the Units of the Scheme and the plans and options therein, calculated on every Business Day, in the manner provided in the Scheme Document of the respective Schemes or as may be prescribed by Regulations.
- 1.1.23. **"NISM"** means National Institute of Securities Markets.
- 1.1.24. **"Person"** includes any individual, sole proprietorship, association of persons, joint venture, Body Corporate, partnership, limited liability partnership, company, government agency, trust or other legal entity or organization, whether incorporated or not.
- 1.1.25. **"PMLA"** means Prevention of Money Laundering Act, 2002, as amended, modified and repealed from time to time. A reference to PMLA shall also deem to include all guidance, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI or any legislation in regards thereto.
- 1.1.26. **"Regulations"** means the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, and such other rules or regulations which may modify or repeal the same from time to time. A reference to Regulations shall also deem to include all guidelines, directions, regulations, rules and notifications issued by the Government of India or any statutory or regulatory authority or SEBI for the operation and management of the Mutual Fund, or any legislation in regard thereto.
- 1.1.27. **"Scheme Information Document (SID)/Statement of Additional Information (SAI)/Key Information Memorandum (KIM)"** means a document by which Schemes of Mutual Fund invites public for subscription of its Units.
- 1.1.28. **"RTA"** means any Registrar and Transfer Agent with whom the AMC has an arrangement for execution/confirmation of the transaction orders placed through the website/channel of the Distributor and shall have the meaning as specified from time to time in the Scheme Information Document of the Schemes of the Fund. The RTA for the Fund at present is CAMS.
- 1.1.29. **"Regulatory Authority"** means and includes SEBI, AMFI, Reserve Bank of India and / or any other authority appointed by the Indian Government or under Indian laws from time to time to regulate and control mutual funds.
- 1.1.30. **"Scheme(s)"** means any scheme formulated and floated by the Mutual Fund through the AMC and shall mean each individual scheme of the Mutual Fund and the provisions hereof shall apply to each scheme individually.
- 1.1.31. **"Scheme Documents"** means collectively the SID, SAI, and KIM of the Schemes of Mutual Fund and includes addendums issues, if any, thereafter.
- 1.1.32. **"SEBI"** means the Securities and Exchange Board of India.
- 1.1.33. **"Sponsor"** means HSBC Securities and Capital Markets (India) Private Limited.
- 1.1.34. **"Statement of Account"** means the statement of holdings of Units of the Scheme, issued to the Unit Holder under the Scheme of Mutual Fund showing unit holding of the Unit Holder, provided that in the case of a Unit holder opting for holding

Units in dematerialized form, the Account Statement will refer to the statement issued to such Unit Holder by the Unit Holder's depository participant.

- 1.1.35. **"Sub-distributor"** means a person who represents a Distributor for selling and distribution of units of the Mutual Fund and shall inter alia include any sub-broker, agent, consultant, financial advisor, channel partner or called by any other name involved in selling and distribution of units of the Mutual Fund for whom and whose activities under the present Agreement the Distributor shall continue to be liable and fully accountable.
- 1.1.36. **"Transaction"** means any financial or non-financial transaction or service by the Investor(s).
- 1.1.37. **"Trustees"** means HSBC Trustees (India) Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 52/60 Mahatma Gandhi Road, Fort, Mumbai-400001, India, acting as trustee to HSBC Mutual Fund.
- 1.1.38. **"Unit"** means the interest of the Investors in the Scheme(s) consisting of each Unit representing one undivided share in the assets of that Scheme(s) as evidenced by a Statement of Account.
- 1.1.39. **"Unit Certificate / Account Statement"** means a certificate / account statement in any form issued to the holder of the Units under the Scheme(s) of the Mutual Fund.
- 1.1.40. **"Unit Holder"** means a person holding Units in the Scheme(s) of Mutual Fund.
- 1.2. **Interpretations:** In this Agreement, unless the context otherwise requires:
 - 1.2.1. unless specified otherwise, words and expressions used in this Agreement and not defined in this Agreement shall have the same meanings respectively assigned to them under the Regulations.
 - 1.2.2. words in the singular shall include words in plural and words in plural shall include the singular.
 - 1.2.3. the headings and sub-headings used in this Agreement are inserted only for reference to the provisions hereof and shall not affect the construction of such provisions.
 - 1.2.4. a reference to a thing includes a part of that thing and references to the word "include" or "including" shall be construed without limitation.
 - 1.2.5. reference to any one gender would include a reference to any other gender.
 - 1.2.6. references to "Clauses" and "Parties" in this Agreement are references to the Clauses of, and Parties to (and their permitted successors and permitted assigns) this Agreement.
 - 1.2.7. references in this Agreement to statutory provisions shall be construed as references to those provisions as modified or re-enacted from time to time (whether before or after the date of this Agreement) and to any subordinate legislation made under such provisions and shall include references to any repealed statutory provision which has been so re-enacted (whether with or without modification).
 - 1.2.8. references to "Schedule", "Exhibit" or "Annexure" in this Agreement are references to schedules, exhibits and annexures of this Agreement and any Schedule, Exhibit or Annexure attached hereto shall form an integral part of this Agreement and all words and expressions used in the Schedule, Exhibit or Annexure shall have the same meaning as defined in this Agreement, unless repugnant to the context or meaning thereof.
 - 1.2.9. references to this Agreement or to any agreement, deed or other instrument shall be construed as a reference to this Agreement, such agreement, deed, or other instrument as the same may from time to time be amended, varied, supplemented or novated.
2. **APPOINTMENT OF THE DISTRIBUTOR**
 - 2.1. The AMC hereby appoints the Distributor as a distributor of the Units of the Scheme(s) launched by the Mutual Fund through the AMC initially and thereafter from time to time and as may be agreed between the Distributor and the AMC and the Distributor hereby accepts such appointment on the terms and conditions set out hereinafter.
 - 2.2. The Distributor agrees that this relationship is expressly established subject to AMC being allowed to appoint other Distributors to distribute the Units of the Mutual Fund.
 - 2.3. Further, the Distributor agrees that while acting in a representative capacity to AMC, any purchase, repurchase, redemption requests or any

other request pertaining to the Units of the Mutual Fund received and forwarded by the Distributor shall be subject to final acceptance by the AMC and shall also be subject to the terms and conditions of the Scheme Documents.

3. DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS

3.1. The Distributor declares, represents, and undertakes that:

- 3.1.1. The Distributor holds a valid AMFI license and is authorized to undertake distribution of Mutual Fund Units and has the capacity to enter into this Agreement and is not in any way restricted from entering and performing under this Agreement. Nothing contained in this Agreement shall have the effect of imposing an obligation on the Distributor to offer all the Schemes managed by the AMC to its Investors.
- 3.1.2. The Distributor shall, as a distributor of the Schemes, submit/transmit to the AMC and/or its RTA, Transaction requests on behalf of its Investors including, but not limited to, the Purchase and Redemption of Units, SIP, STP, SWP, Change of Income Distribution cum Capital Withdrawal (IDCW) Option and Switch. Provided that, any such Transaction request shall be subject to the applicable Regulations and the terms and conditions of the SIDs of the relevant Scheme, as amended from time to time.
- 3.1.3. The Distributor has not violated any of the Applicable Law and declares that no disciplinary, other proceedings have been commenced or indicated or threatened by a competent authority against the Distributor and that the Distributor is not debarred, suspended from carrying on its activities as a distributor.
- 3.1.4. The Distributor should immediately inform AMC on receipt of any complaint from an Investor. The Distributor shall also provide required assistance to the Fund in suitably addressing the complaint received arising out of marketing, sale, distribution activities thereof. The Distributor shall provide assistance and response, as may be required by the RTA or the AMC to redress complaints received against the Distributor arising out of marketing, sale, distribution activities, within three (2) Business Days of receipt of any such complaint.
- 3.1.5. The Distributor and its employees, agents (including Sub-Distributors), servants and representatives have obtained all the necessary approval(s), registration(s), certification(s), as applicable, required from relevant authority(ies) for the purposes of providing the services under this Agreement and shall ensure that such approval(s), registration(s), certification(s), as applicable, will remain in force including taking prompt steps for renewal of the same. The Distributor further ensures that it has not violated any of the conditions subject to which such approval(s) / registration(s) / certification(s) has been granted and that no disciplinary or other proceedings have been initiated by SEBI or any other regulatory agency or competent authority and that it is not debarred or suspended from carrying on its activities under this Agreement.
- 3.1.6. The Distributor hereby certifies that all its employees, agents, servants and representatives engaged in sales and marketing of the Units of the Schemes of the Mutual Fund are certified by AMFI or NISM, as the case may be, and hold a valid AMFI and NISM certificate as required by SEBI. Further the Distributor shall on the request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to obtain copies of AMFI and NISM Certificates (including photo identity card provided by AMFI) of all the Distributor's employees, agents (including Sub-Distributors), servants and representatives engaged in sales and marketing of the Units of the Mutual Fund and the Distributor shall furnish the same within two (2) Working Day on demand by the AMC.
- 3.1.7. The Distributor undertakes that except as specifically advised by the AMC in writing or as described in the Scheme Documents, no action has been or Distributor is anticipating an action in any jurisdiction that will permit a public offering of Units or possession or distribution of the Scheme Documents outside India where, or in any circumstances in which, action for that purpose is required. Further the Distributor shall comply with all Applicable Laws and Regulations and at its cost make or obtain necessary filing, consents, or approvals, in each jurisdiction in which it will offer, distribute Units (including, without limitation, any applicable requirements relating to the delivery of Scheme Documents).
- 3.1.8. The Distributor shall be responsible for providing the Foreign Inward Remittance Certificate (FIRC) or the certificate evidencing the subscription by way of debit to the NRE/FCNR account of any

non-resident Indian (NRI)/overseas corporate bodies (OCB) within five (5) days from receiving credit to the Scheme account.

- 3.1.9. The Distributor shall be responsible for periodically reporting to the AMC, the progress that the Distributor has made in distributing the Schemes as hereinabove stated.
- 3.1.10. The Distributor undertakes that the relationship between the Distributor and the AMC is that of trust and the Distributor shall act in a trustworthy capacity in respect of the transactions entered into by the Distributor on behalf of the AMC. The Distributor shall ensure that they do not encourage Investors in circumventing any provision under the Regulations and keep them adequately advised of complying with the Regulations in letter and spirit.
- 3.1.11. The Distributor undertakes that it shall do all acts, deeds and things necessary on behalf of the AMC whereby the customer's confidence and interest in the Mutual Fund is fully protected at all times.
- 3.1.12. The Distributor shall ensure that the following are strictly adhered to:
 - 3.1.12.1. Units of the scheme(s) of the Mutual Fund are sold only in the manner prescribed in the Scheme Documents and no cash, money orders and postal orders should be accepted at any point of time.
 - 3.1.12.2. It should facilitate subscription or redemption of Units at prevailing applicable NAV.
 - 3.1.12.3. It should not withhold placing Investor orders for the Units so as to profit themselves as a result of such withholding.
 - 3.1.12.4. It should provide each Unit Holder with a copy of Scheme Documents and will be allowed to inspect or receive a copy of such documents of the Mutual Fund as mentioned in the Scheme Documents.
 - 3.1.12.5. It should not make any representations except those contained in the Scheme Documents issued by the AMC as information supplemental to such documents.
 - 3.1.12.6. It should not sell or distribute the Scheme(s) in any manner which contradicts or is inconsistent with the manner in which the Scheme(s) is presented or depicted in Scheme Documents or any other publications, newsletter, fact sheets prepared by the AMC.
 - 3.1.12.7. It should not use or design any advertising or sales material other than sales material released by the AMC relating to the Mutual Fund unless approved in writing by the AMC in advance. It shall strictly adhere to the SEBI guidelines on advertisements and sales literature and keep informed of the changes made by SEBI from time to time in this regard.
 - 3.1.12.8. It should not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the Units of the Schemes.
 - 3.1.12.9. It should not make or give any representation, statement or warranty which is incorrect, incomplete or misleading (whether by reason of any omission to state a material fact or for any other reason).
 - 3.1.12.10. It shall not accept any offerings or subscriptions from persons residing in United States or Canada or FATF (Financial Action Task Force) non-compliant countries.
- 3.1.13. The Distributor (including its employees, agents, servants and representatives) shall take adequate steps to obtain information and identity of Investors who are willing to invest in the Schemes of Mutual Fund through the Distributor and shall maintain all information, documents, records in respect of services provided under this Agreement i.e., Investors data base sourced by the Distributor, etc.
- 3.1.14. The Distributor shall upon demand from the AMC provide all such information, reports or documents obtained and maintained by the Distributor (including by its employees, agents, servants and representatives) immediately to the AMC in respect of services provided by the Distributor to the AMC under this Agreement.
- 3.1.15. The Distributor shall not do, communicate, print or publish anything which is illegal, unethical, fraudulent, improper or questionable or which may be detrimental to the reputation of AMC and Mutual Fund, or which may be in any manner harmful

to or against the interests of the AMC and Mutual Fund or which may result in a contravention of the provisions of the Regulations.

- 3.1.16. The Distributor (including its sub-distributors) shall upon receipt of a request from the AMC, allow authorized person(s) as designated by the AMC, the right to audit and inspect all the records maintained by Distributor with respect to services provided under this Agreement and take such computer printouts, information, copies as may be required by AMC for carrying out the audit and inspection.
- 3.1.17. the Distributor undertakes to take utmost care, that all employees, agents (including Sub-distributors), and representatives of the Distributor shall at all times maintain strict confidentiality of the Confidential Information with regard to all matters and documentation and information relating to the AMC, any Schemes and issues raised by the AMC from time to time and shall not divulge or allow or cause to be divulged or allowed any Confidential Information or know how which it has received under the terms of this Agreement or which comes into its hands or into the hands of any of its employees, agents (including Sub-distributors), servants and representatives. The Distributor will make the reporting's required, if any, to be made to SEBI and the disclosures required under the laws to be made to the public with prior notice to the AMC of not less than seven (7) Calendar Days. This clause shall survive the termination of this Agreement.
- 3.1.18. the Distributor undertakes at its responsibility to educate its sub-distributors and Investors about the Schemes of the Mutual Fund and will do its best to create awareness about the Schemes of Mutual Fund and the AMC and the products and services offered by the AMC among its sub-distributors, Investors and public at large provided that the AMC shall not be liable or bound by any representation made about the AMC or the HSBC Group by the Distributor.
- 3.1.19. the Distributor shall be responsible for its employees, servants, agents and Representatives maintain the confidentiality imposed by Clause 3.1.17 and if so required, have them sign a declaration for observing strict secrecy on all Investor transactions.
- 3.1.20. the Distributor agrees that this relationship is expressly established subject to the AMC being allowed to appoint other Distributors to sell the Units of Scheme(s). Distributor confirms that he/she/it, or its employees, directors, are not related to/relative or connected to AMC, or its employee, directors, Sponsor, its directors, employee, or an Associate (as defined under MF Regulations).
- 3.1.21. The Distributor agrees to adhere to the Code of Conduct notified under the Applicable Laws.
- 3.1.22. The Distributor further undertakes to provide the AMFI/ARN certificate or any other certificate that may be required under the Applicable Law on an annual basis or as may be determined by the AMC from time to time. The Distributor agrees to provide such declarations and/or certifications and/or undertakings as may be required by AMC to ensure that the Distributor is in compliance with the Applicable Law including the Regulations.
- 3.1.23. The Distributor acknowledges that it is not entitled to receive Fee on its own investments and shall inform the AMC if it receives such Fee, erroneously or otherwise and shall reimburse such amounts to the AMC immediately upon receipt together with such sums and will not wait for the AMC for demand of such refund of such an amount. To clarify, this amount erroneously transferred cannot be adjusted with any pending or future payment of Fee to the Distributor by the AMC.
- 3.1.24. The Distributor shall not use or display the acronym 'HSBC'/'HSBC Mutual Fund' or any other mark or Logo of HSBC or any part or derivative thereof ("**Trademark**") including these marks/trademarks along with a hashtag # and it shall not reproduce, store in a retrieval system or transmit, on any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, the Trademark or Logo of HSBC, HSBC Bank, HSBC Mutual Fund, HSBC Asset Management including these marks/trademarks along with a hashtag #, without the prior explicit written permission of the AMC.
- 3.1.25. The Distributor shall have exclusive control over its employees in the conduct of activities under this Agreement and shall be regarded as an independent contractor. The Distributor is not constituted as an agent of AMC for any purpose whatsoever and is expressly prohibited from doing any acts which do or may create the impression or inference that the Distributor is an agent of AMC. Further, the Distributor is not granted any right or authority

to create any obligation or responsibility, express or implied, on behalf of, or in the name of AMC in any manner whatever.

- 3.1.26. The Distributor shall disclose all Fee to the investor payable to the Distributor for different competing schemes of various mutual funds from amongst which the scheme is being recommended to the investor in compliance with the Applicable Laws.
- 3.1.27. The Distributor understands that the AMC has statutory obligation under the PMLA to report to FIU on an ongoing basis. The Distributor agrees to assist AMC in procuring data with respect to such suspicious transaction reporting and report any suspicious activity that it may independently become aware of at any point in time.
- 3.1.28. The Distributor agrees that in the event that the Distributor commits a breach of any of the terms and conditions contained herein then AMC may forthwith by notice in writing terminate this Agreement without any liability of any sorts whatsoever in respect of such termination.
- 3.1.29. The Distributor agrees that it has adequate due diligence measures to monitor and counter any fraudulent practices conducted by its Investors and will adequately comply with SEBI/ AMC's directions in this regard.
- 3.1.30. The Distributor undertakes to inform the AMC of the changes, if any, to the declarations, representations and undertakings included in this Agreement as well as all changes having an impact on the services provided by the Distributor in terms of this Agreement.
- 3.1.31. KYD (Know your Distributor) norms will be applicable for fresh ARN registration and ARN renewal effective from September 1, 2010. In line with AMFI circular 35P/MEM-COR/20/12-13 dated 16 November 2012; static details of the distributor except bank details will be imported from centralized database (KYD) effective from 15 January 2013. For any subsequent change in static details, distributor needs to submit the request at AMFI unit of CAMS or the CAMS Service Centre and not to individual AMCs / RTAs. Any subsequent change in static details and further registered with KYD will overwrite the records already maintained with the AMC.
- 3.1.32. The Distributor shall ensure that no investment applications from persons residing in United States of America or Canada are sourced. Further, applications from persons residing in any country which is declared by the Financial Action Task Force (FATF) as a non-compliant country/territory should also not be sourced. The Distributor to ensure for all Non-Resident Indian investors, the complete overseas address is procured, including the Country of residence, to avoid rejection of the application. The distributor shall keep investors aware that the AMC reserves the right to redeem any such investments in case of change of address to a US/Canada address on a later date.
- 3.1.33. Confirmation under the Foreign Account Tax Compliance Act (FATCA) for determining US person status (MANDATORY for ALL distributors) - The United States Department of the Treasury and the US Internal Revenue Service (IRS) has introduced The Foreign Account Tax Compliance Act (FATCA), effective 1 July 2014. The purpose of FATCA is to report financial assets owned by United States persons to the United States tax authorities. Accordingly, Government of India may collect information from banks and financial institutions and onward submit it to United States authorities. All Distributors including non-individual distributors, shall be required to submit a mandatory declaration form confirming their status against a list of US indicia's. The Indicia are to identify a United States Person as defined under the Laws of the United States of America. In case of any change in the information such as address, telephone number, citizenship, etc., distributors are requested to bring this to the notice of the fund and submit the FATCA declaration form (available on the fund website). AMC reserves the right to seek additional information/documents in order to ascertain your status.
- 3.1.34. Identification of Ultimate Beneficial Owner (UBO)- Distributors are required to provide details of Ultimate Beneficial Owner(s) ("**UBO(s)**") and submit proofs to identify the UBO, i.e., Identity and address proof. Ultimate Beneficial Owner (UBO) is the natural person, who ultimately owns or controls, directly or indirectly your organization Controlling ownership interest has been defined as ownership of;
 - 3.1.34.1. more than 10% of shares or capital or profits of the juridical person, where the juridical person is a company;
 - 3.1.34.2. more than 10% of the capital or profits of the juridical person, where the juridical person is a partnership or,

- 3.1.34.3. more than 10% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- 3.1.34.4. In case of Trust, beneficial owners of the trust need to be known by determining the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 10% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 3.1.34.5. In case the Distributor is a listed company or a subsidiary where the majority is held by a listed company, then the details of shareholders or beneficial owners is not required.
- 3.1.35. The Distributor shall ensure that Schemes recommended or sold to Investors are appropriate and suitable based on the Investor's risk profile, financial objectives, and investment experience. The Distributor shall not engage in mis-selling, including but not limited to:
 - 3.1.35.1. selling Schemes to Investors for whom they are unsuitable, including small-cap funds, retirement funds, and close-ended funds to senior citizens, minors, and non-individuals.
 - 3.1.35.2. providing false, misleading, or incomplete information about the risks associated with the Schemes.
 - 3.1.35.3. inducing Investors to make investments primarily for Fee or incentive-driven motives rather than suitability to their financial needs.
- 3.1.36. The Distributor shall at all times, comply with the Applicable Laws and shall refrain from entering into any arrangement which seeks indemnification from Investor or purports to disclaim liability in relation to any claims arising therefrom.
- 3.2. AMC declarations, representations & warranties:
 - 3.2.1. The AMC will make available Scheme Document of a particular Scheme(s) as may be reasonably requested by the Distributor. The AMC shall provide the Distributor with all the addendums to the Scheme Document, if any, and the Distributor shall in turn ensure that the addendums are compulsorily attached to the Scheme Document provided to Investors or prospective investors.
 - 3.2.2. Notwithstanding anything contained in this Agreement, the sale and repurchase of Units will be made at the NAV of the relevant business day in accordance with the then current Scheme Document of the Scheme(s).
 - 3.2.3. The AMC appointed RTA will issue Units for each investor, it being understood in all cases that (a) the Distributor is authorized to act as an agent for the Investor, (b) that the relationship between the AMC and the Distributor is one of principal-to-principal, (c) each transaction is initiated solely upon the directions, instructions of the Investor, (d) each transaction is for the account of such Investor and not for the Distributor's own account, (e) always each Investor will be provided by the Distributor with a copy of the abridged Scheme Document, if any, with respect to the relevant Scheme and will be allowed to inspect or receive a copy of the Scheme Document, of the relevant Scheme, (f) as between the Distributor and the Investor, the Investor will have full ownership of the Units.
 - 3.2.4. The AMC shall comply with instructions and procedures mutually agreed with the Distributor and shall also issue its own internal instructions to its employees on similar lines and undertakes to use its best endeavors to ensure that the RTA does comply with the same.
 - 3.2.5. The AMC undertakes that all employees, agents and representatives of the AMC shall at all times maintain strict confidentiality in respect of such database procured from the Distributor. Further the AMC shall use its best endeavors to ensure that its RTA also complies with the same.
 - 3.2.6. All statements made and information which have been provided by the AMC to the Distributor for or in connection with Distributor's appointment, services as a Distributor under this Agreement are at the time of furnishing the information or making the statement to the knowledge of the AMC, materially correct and complete and are not misleading.
 - 3.2.7. The AMC hereby declares that it has complied with and shall continue to comply with all applicable regulatory formalities under the regulations.
 - 3.2.8. The AMC has the necessary authority to promote the Scheme(s) and do all matters and things as may be necessary for discharge or enforcement of the same.
 - 3.2.9. The AMC will advise the Distributor as soon as practicable, (i) of the issuance by any governmental or regulatory authority of any order preventing or suspending the use of the Scheme Documents or any portion thereof; (ii) of the occurrence of any event at any time as a result of which the Scheme Documents, as then amended or supplemented, would include any untrue statement of a material fact having a direct or indirect impact on the Investors necessary in order to make the statements therein, in the light of the circumstances, existing when the Scheme Documents is delivered to a Investors not misleading; and (iii) of the receipt any notice with respect to any suspension of the services in any jurisdiction.
 - 3.2.10. The AMC owns all Intellectual Property Rights and proprietary rights in the material and information made available by the AMC to the Distributor for the purpose of enabling it to provide services under this Agreement.
- 3.3. Distributor and AMC representations & warranties:

The Distributor and the AMC severally and only in relation to itself represent and warrant as follows:

 - 3.3.1. It is duly incorporated under the laws of India and has the power to conduct its operations as presently conducted and to enter into this Agreement.
 - 3.3.2. It has the power, capacity and authority to execute, deliver and perform this Agreement and has taken all necessary sanctions and approvals (corporate, statutory or otherwise) to authorize the execution, delivery and performance of this Agreement.
 - 3.3.3. As at the date of this Agreement nothing herein conflicts with any judgment, decree or order or any statute, rule or Regulation applicable to it.
 - 3.3.4. It is not currently involved with any litigation in connection with the securities market, offence involving moral turpitude or any other economic offense whose outcome might materially and adversely affect its ability to discharge its functions under this Agreement.
 - 3.3.5. It is in compliance with and shall, during the term of this Agreement, continue to comply with the Scheme Document, Applicable Law, Regulations, in relation to this Agreement.
 - 3.3.6. It has no outstanding obligations or liabilities contingent or otherwise (including tax liabilities) which might materially and adversely affect the performance of its obligation under this Agreement.
 - 3.3.7. All governmental approvals and statutory permissions to the extent and as are necessary for the execution of this Agreement.
4. **APPOINTMENT OF SUB-DISTRIBUTORS**
 - 4.1. The Distributor may appoint any number of sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the qualifications, approvals, licenses, valid certificates required to act in such capacity and the Distributor understands and agrees to be responsible for the acts of its sub-distributors.
 - 4.2. The Distributor shall ensure that sub-distributors (and if the sub-distributor is a firm or a company or any other artificial person then all its employees, agents, servants and representatives engaged in sales and marketing of Units of the Schemes) shall have AMFI certification as required by SEBI and that such certification is valid. The Distributor shall also ensure that all the sub-distributors are registered with AMFI. In case of corporate sub-distributors, the Distributor should ensure that all the employees engaged by the sub-distributors are registered with AMFI and have valid identity proof.
 - 4.3. The Distributor also undertakes that it will ensure that all the sub-distributors comply with the Applicable Law, for the purpose of this Agreement. The Distributor also undertakes that it will ensure that the sub-distributor provides all such certificates, document, information as may be stipulated the AMC, from time to time.
 - 4.4. The Distributor agrees that the AMC shall have no privity of contract with such sub-distributors so appointed by the Distributor and that both the AMC and the Mutual Fund under no circumstances, directly or indirectly, shall not be liable for any act or omission of the sub-distributor.
 - 4.5. The Distributor agrees that the agreement if any, between the Distributor and sub-distributor(s) shall not contain any clauses which are contrary to what is stated in this Agreement. However, if the said Agreement contains

clauses which require prior approval of the AMC, the said clauses shall be effective only after such approval is obtained by the Distributor from the AMC in writing.

- 4.6. The Distributor shall be responsible for supervising the activities of such sub-distributors appointed by it and shall be responsible for ensuring that each sub-distributor shall always act in compliance with all Applicable Law.
- 4.7. The Distributor shall ensure that the sub-distributor including all its employees, agents, servants and representatives, directors, partners, as applicable, shall always maintain the confidentiality as imposed by **Clause 3.1.17**.
- 4.8. The AMC will not be responsible for payment of any Fee to sub-distributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.
- 4.9. Neither Distributor nor its associate shall commit tax evasion nor undertake any activities which may facilitate or otherwise result in another person committing tax evasion, in undertaking its obligations under this Agreement. And it and its associate shall maintain reasonable procedures designed to prevent any employees, agents or other persons, who perform services for them or on their behalf, from undertaking any activities which would facilitate or otherwise result in another person committing tax evasion.

5. FEES AND CHARGES OF THE DISTRIBUTOR

- 5.1. The Distributor Fee will be paid by direct credit to the Distributor's account, the details of which shall be furnished by the Distributor (and not in the name of any nominee of the Distributor or other person). If the said direct credit arrangement is not practicable, the same shall be paid either by account payee cheque, demand draft or any other arrangement as agreed upon by the Parties to this Agreement. No Fee will be paid in cash.
- 5.2. Further, all payments to the Distributor shall be subject to the relevant provisions of the Income Tax Act, 1961 and other Applicable Laws.
- 5.3. The Mutual Fund shall pay to the Distributor Fee for the services provided under this Agreement and the same will be exclusive of all taxes, cess, charges and levies as per the schedule mentioned in **Schedule II**. The Fee schedule is subject to change as mutually agreed between the AMC and the Distributor from time to time.
- 5.4. Notwithstanding termination of this Agreement, the Distributor shall be entitled to receive, such fees as is payable to the Distributor in respect of business procured by the Distributor prior to the termination of this Agreement. The provision of this clause shall survive termination of this Agreement.
- 5.5. The Distributor shall raise all its grievances within one (1) month of receipt of such Fee or other amount by the Distributor and the Distributor shall not be entitled to make any grievance thereafter.
- 5.6. In case the Distributor receives any Fee or incentive or any other amount/ fee which is not due or payable to the Distributor, the Trustee of Mutual Fund, AMC on behalf of the Mutual Fund shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor and the Distributor shall refund such amounts to the Mutual Fund, AMC on behalf of Mutual Fund within thirty (30) Business Days from the date of receipt of information by the Distributor.

6. LIABILITIES AND INDEMNITIES

- 6.1. The Distributor shall fully indemnify, defend, and hold harmless the AMC, the Mutual Fund, its Trustees, Directors, employees, officers, and Affiliates (collectively the "**Indemnified Parties**") from and against any and all costs, losses, damages, demands, penalties, claims, and expenses (including but not limited to legal fees and costs of investigation) arising directly or indirectly out of or in connection with:
 - 6.1.1. any misrepresentation, misstatement, omission, or misleading information made or provided by the Distributor, its employees, agents (including sub-distributor), or representative, whether oral or written relating to the Scheme(s) of Mutual Fund or the AMC;
 - 6.1.2. any breach, non-compliance, or default by the Distributor, its employees, agents (including Sub-Distributors), or representatives of any obligation, representation, warranty, covenant, or term of this Agreement;
 - 6.1.3. any act of negligence, misconduct, mis-selling, improper solicitation, unauthorized representation, or failure to adhere to the Scheme Documents, applicable laws, regulations, circulars, or guidelines issued by regulatory authorities;
 - 6.1.4. any fraudulent, unlawful, unethical, or wrongful act or omission committed by the Distributor, its employees, agents (including

Sub-Distributors), or representatives, including collusion with Investor(s) in improper business practices such as presenting dishonored cheques, wrongfully claiming dividends or redemptions, or circumventing requirements under Applicable Law;

- 6.1.5. any action, inquiry, investigation, or proceeding initiated by any regulatory, governmental, judicial, or quasi-judicial authority in connection with the acts or omissions of the Distributor, its employees, agents (including Sub-Distributors), or representatives; or
- 6.1.6. any failure by the Distributor, its employees, agents (including Sub-Distributors), or representatives to comply with applicable laws, rules, regulations, or directives of any regulatory authority governing its activities.
- 6.2. The indemnification obligations under this Clause 6. 1 shall be in addition to any other rights and remedies available to the Indemnified Parties under law, equity, or contract and shall survive the termination of this Agreement for a period of three (3) years.
- 6.3. The AMC shall indemnify and hold harmless the Distributor against any direct losses, costs or claims which it might incur/suffer as a result of:
 - 6.3.1. the incorrect, wrong content of the Scheme Document or any other material distributed by the Mutual Fund to the Distributor containing an untrue statement of a material fact or an omission of a material fact or
 - 6.3.2. the willful misconduct of the AMC, or their employees
 - 6.3.3. non-adherence to any of the terms and conditions mentioned in this Agreement.
- 6.4. The AMC shall not be responsible for:
 - (a) any indirect, consequential loss incurred by the Distributor;
 - (b) the Distributor making available information other than information made available by AMC and
 - (c) for acting on an incorrect, wrong data or incorrect, wrong transaction request received from the Distributor.
- 6.5. Notwithstanding the generality of the foregoing, in no circumstances shall either Party or any of its Affiliates or its or their respective officers, directors, employees, agents or representatives be liable for any indirect, special, punitive, consequential or incidental losses, claims or damages arising out of or in any manner connected with this Agreement or for any loss attributable to the AMC, its affiliated companies, or any person associated with them or any of them.

7. CONFIDENTIALITY AND DATA PROTECTION

- 7.1. The Parties acknowledge that all proprietary information, trade secrets, know how relating etc. to each other, including without limitation, all information, whether written, oral or otherwise, concerning the business, operations, prospects, finances, or other affairs of each other, will be treated as Confidential Information and both Parties shall not divulge or allow or cause to divulge or allowed any such Confidential Information. This clause shall survive the termination of this Agreement.
- 7.2. Notwithstanding anything contained in Clause 7, the following information relating to the Parties, will not constitute Confidential Information for the purposes of this Agreement:
 - 7.2.1. information which is or becomes generally available to the public otherwise than as a result of breach of this Agreement by a Party.
 - 7.2.2. information which is obtained by a Party from a third person who has obtained such information lawfully and is under no obligation of secrecy or confidentiality with respect to such information.
 - 7.2.3. information legally required to be disclosed by or under any applicable law, regulation, legal process, or order of any court or governmental body having jurisdiction. Provided, however, that prior to such disclosure, the Party who is legally required to disclose the information shall inform the other Party of such disclosures and consult the other Party as to the information which will be disclosed.
 - 7.2.4. Where the Recipient can demonstrate by written evidence that the information has been independently acquired or developed by it without breaching any of its obligations under this Agreement, or
 - 7.2.5. Information which is already in the possession or knowledge of the Recipient, not subject to any duty of confidentiality.
- 7.3. The Distributor acknowledges and agrees that all tangible and intangible information obtained, developed or disclosed to the Distributor including

but not limited to all documents, data, applications, information, material, instructions, communications, papers and statements and any business, information of AMC, Mutual Fund relating to its business practices and critical to its competitive position in the market place provided to Distributor in connection with the performance of this Agreement shall be considered Confidential Information. Its use is subject to the permission and authority of the AMC and Distributor shall ensure that the same is not used or permitted to be used in any manner incompatible or inconsistent with that authorized by AMC. On the expiry or termination of this Agreement for whatsoever reason, Distributor shall hand over or cause to be handed over all the AMC Confidential Information including documents, applications, data, information, material, papers and statements and all other related materials in its possession to AMC immediately.

- 7.4. All Confidential Information provided by each Party to the other shall, always, remain the sole and exclusive property of the respective Party and the other Party shall have no right, title, interest whatsoever on the Confidential Information. Upon termination/expiry of this Agreement, all Confidential Information shall be returned by the other Party to the respective Party immediately.
- 7.5. Data Protection: The Parties undertake, where applicable, to comply fully with IT Law and to procure that its employees and agents observe the provisions of the IT Law. If the Distributor receives personal data pursuant to this Agreement, the Distributor shall only use it as strictly necessary for the performance of its obligations hereunder and in accordance with this Agreement.
- 7.6. Confidentiality obligations and rights of the Parties: AMC would disclose or transfer to any HSBC Group Members information belonging to you that is confidential in nature (including but not limited to your director(s) / key managerial person's name, address, e-mail address, phone number(s) and identification documents etc.) for administrative and contract governance purposes during the term of our agreement or engagement with HSBC.
- 7.7. In the event that a Party is requested to disclose any Confidential Information, pursuant to, or required by, Applicable Law, Regulations, legal process, order of a court, regulatory authority or other governmental body having jurisdiction, such Party agrees that it will, as far as is legally and practically possible, provide the other Party with prompt notice of such request or requirement in order to enable the disclosing Party to seek an appropriate protective order or other remedy. If such protective order or other remedy is not obtained, the Party, as the case may be, shall disclose only the portion of the Confidential Information which is legally or professionally required to be disclosed. In any such event, the Party will use its reasonable efforts to ensure that all Confidential Information that is disclosed will be accorded confidential treatment.
- 7.8. In the event of this Agreement being terminated, the provisions of this entire Clause shall survive and remain in full force and effect.

8. NO CLAIM OR LIEN OR CHARGE ETC

All information, forms, agreements, documents, certificates, letters, papers, writings, data, books, records, reports, statements, files, copies and other items or properties whatsoever belonging to the AMC, Mutual Fund which come into the Distributor's power or possession, pursuant to or in connection with this Agreement will remain the sole and absolute property of the AMC, Mutual Fund, as the case may be and the Distributor shall have no claim, lien, charge, right of retention, sale or set-off or other right, title or interest therein for any reason whatsoever (including for the Fee or other payments) or for the service charges fee payable to the Distributor for distributing Units of the Mutual Fund. This clause shall survive the termination of this Agreement.

9. NOT TO INCUR LIABILITY, TRANSFER, ASSIGN, ETC.

- 9.1. The Distributor shall not undertake any obligation or incur any liability in any manner whatsoever on behalf of the AMC, Mutual Fund nor in any way pledge the AMC, Mutual Fund credit in any manner whatsoever. This clause shall survive the termination of this Agreement.
- 9.2. The Distributor shall not be entitled to assign, transfer, charge or in any manner make or create any third party right or interest in this Agreement or for the Distributor's obligations, liabilities, benefits or rights.

10. TERM AND TERMINATION

- 10.1. This Agreement shall stand automatically terminate with immediate effect upon the occurrence of the following event in relation to either of the Party:
 - 10.1.1. Intimation of liquidation, bankruptcy, insolvency proceedings, or presentation of any petition for winding up (whether voluntary or compulsory for the purpose of a solvent reconstruction or amalgamation);

- 10.1.2. Entering into any arrangement or compromise with creditors, making an assignment for the benefit of creditors, appointment of a receiver, administrator, or manager over its assets or business, or if any distress, execution, or similar enforcement action is levied or threatened against any of its properties;
- 10.1.3. Suffering any analogous event or proceeding in consequence of debt under applicable law.
- 10.2. Either Party may terminate this Agreement for any reason by providing ninety (90) calendar days' prior written notice to the other Party. Notwithstanding such notice, the Distributor shall continue to fully discharge its obligations and liabilities under this Agreement during the notice period.
- 10.3. AMC shall have the absolute right to terminate this Agreement forthwith, without any notice or liability, upon the occurrence of any of the following events:
 - 10.3.1. Any breach, non-compliance, or violation of the terms, conditions, or obligations under this Agreement by the Distributor;
 - 10.3.2. Any act of negligence, willful misconduct, misrepresentation, fraud, or any activity detrimental to the interests of the AMC, the Mutual Fund, or its investors;
 - 10.3.3. Any act or omission by the Distributor that, in AMC's sole and absolute discretion, exposes AMC or the Mutual Fund to legal, regulatory, reputational, or financial risk;
 - 10.3.4. If AMC receives any investor complaints, regulatory directions, or notices concerning malpractice, mis-selling, or misrepresentation by the Distributor, which, in AMC's opinion, warrant immediate termination;
 - 10.3.5. (a) if the Distributor is found guilty of mis-selling by the AMC, SEBI, AMFI, or any regulatory authority; (b) the Distributor fails to adhere to the risk profiling and suitability guidelines prescribed in Regulations; and (c) the Distributor engages in any fraudulent or unethical sales practices.
- 10.4. Termination by AMC under this Clause 10. 3 shall be without prejudice to its rights to claim indemnification, damages, or any other remedies available under this Agreement or applicable law.
- 10.5. Notwithstanding the termination of this Agreement, both Parties shall remain liable for their respective actions and obligations undertaken during the subsistence of this Agreement. However, any claim or right of action shall be subject to the applicable statute of limitations.
- 10.6. Upon termination of this Agreement, the Distributor shall, without any delay and in no event later than thirty (30) Calendar Days from the date of termination, return to AMC all records, investor databases, documents, agreements, marketing materials, investor communication, books, training manuals, reports, and all other information related to the Fund. The Distributor shall have no lien, retention right, or claim over any such materials.
- 10.7. During and after the notice of termination, the Distributor shall not engage in any conduct or act that may be detrimental to the AMC, the Mutual Fund, or its schemes. This obligation shall survive the termination of this Agreement.
- 10.8. Upon termination of this Agreement, the Distributor shall only be entitled to receive Fee strictly in accordance with the following conditions:
 - 10.8.1. Fee that had accrued and were due prior to the date of termination;
 - 10.8.2. Fee payable in respect of business procured by the Distributor prior to termination, provided that details of such transactions are received by AMC from the RTA within sixty (60) calendar days from the date of termination;
 - 10.8.3. Fee sought to be claimed by the Distributor within sixty (60) calendar days from the date of termination.
- 10.9. AMC shall have the right to withhold or adjust any Fee payments in the event of:
 - 10.9.1. Any regulatory directive or restriction on such payments;
 - 10.9.2. Any Investor complaints or allegations of malpractice, mis-selling, or misrepresentation by the Distributor, pending investigation or resolution.
- 10.10. Upon termination, all payments of Fee to the Distributor shall cease immediately, except for any Fee already accrued up till the date of termination. The termination shall not affect any rights, obligations, or liabilities accrued by either Party up to, including the date of termination.
- 10.11. Either Party may terminate this Agreement with immediate effect if, in its sole discretion, it determines that:

10.11.1. The risks associated with continuing this Agreement outweigh the benefits; or

10.11.2. There are serious or repeated Investors complaints against the other Party that raise material concerns.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. The AMC and the Distributor shall not use the Intellectual Property of the other Party without obtaining prior written permission of the other Party.

11.2. The Parties hereto further undertake the following:

11.2.1. Not to use the Intellectual Property in any manner other than as expressly permitted by the prior written permission of the other party.

11.2.2. Indemnify the other Party for any liability incurred using the Intellectual Property of one party by the other party post seeking prior written permission.

11.2.3. Not to cause or permit anything that may damage or endanger the Intellectual Property of the other Party associated for the Purpose or allow others to do so.

11.2.4. To notify the other Party of any suspected or threatened infringement of the Intellectual Property of the other Party, and to take such reasonable action as the other Party shall direct (at the expense of other Party) in relation to such infringement.

11.2.5. During and after the Term, each Party shall not directly or indirectly contest the validity of, or other Party's ownership of the Intellectual Property, nor take any other action which may in any manner jeopardize the other Party's right or interest therein.

12. OPERATING AND SERVICE STANDARDS

All operating and servicing standards and procedures will be as agreed between the Parties to this Agreement from time to time. The operating and service level standards, if any will not require any amendment to this Agreement but will be confirmed by exchange of letters or email communication.

13. ANTI-BRIBERY

13.1. Distributor hereby represents, warrants, and undertakes that, in connection with:

13.1.1. the transactions contemplated by this Agreement:

13.1.1.1. any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of Distributor's obligations hereunder, or

13.1.1.2. any other transactions involving, or undertaken on behalf of AMC

13.1.2. it has not violated and undertakes that it will not violate any applicable relevant anti-bribery laws and regulations including, but not limited to U. K. Bribery Act, 2010, HK Prevention of Bribery Ordinance 1970, as amended, repealed from time to time, as applicable, the India Prevention of Corruption Act, 1988, as amended, repealed from time to time, and any other relevant laws in India and other analogous legislation in force in other jurisdictions where the Distributor and AMC are domiciled, operate, or Distributor distributions units of HSBC MF to prospect investors domiciled in jurisdiction other than India ("Anti-Bribery Laws"), and;

13.1.3. it has not and undertakes that it shall not engage in the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, arrangements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity, and

13.1.4. it shall procure the compliance with the above obligations from its own associated persons, agents or subcontractors as may be used for the Distributor's fulfillment of obligations under this Agreement.

13.1.5. The Distributor represents to the AMC that Distributor has not and shall not in connection with the transactions under this Agreement, or in connection with any other business transactions involving the AMC, Mutual Fund, make any payment or transfer anything of value, directly or indirectly:

13.1.5.1. to any governmental official or employee (including employees of a government corporation or public international organization) or to any political party or candidate for public office; or

13.1.5.2. to any other person or entity if such payments or transfers would violate the laws of the country in which made.

13.1.6. It is the intent of the Parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

13.2. Notwithstanding any other provision to the contrary, AMC may suspend or terminate this Agreement immediately should it become aware of a breach or suspected breach of the Distributor's representation, warranty or undertaking, or violation by the Distributor of Anti-Bribery Laws or where the Distributor causes AMC or any member of the HSBC Group to violate Anti-Bribery Laws. However, such termination shall not affect and shall be without prejudice to any subsisting rights or remedies of AMC against the Distributor.

14. DISPUTES

14.1. In the event of any disputes, differences, controversies and questions directly or indirectly arising at any time hereafter between the Parties or their respective representatives or permitted assigns under, out of, in connection with or in relation to this Agreement (or the subject matter of this Agreement) including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement, dispute, difference or contention arising between the Parties in relation to any of the provisions of this Agreement or the interpretation hereof, or as to rights, liabilities or duties of the Parties (hereinafter referred to as a "Dispute"), the same shall be, in the first instance, amicably settled between the Parties through mutual consultations within a period of 30 (thirty) Working Days of such dispute arising. If after 30 (thirty) Working Days of consultation, the Parties have failed to reach an amicable settlement, then Parties have an option to resolve the Dispute by approaching a competent Court in Mumbai, India.

14.2. After submission of any Dispute, the Parties shall continue to exercise their respective rights and fulfill their remaining respective obligations hereunder except insofar as the same may relate directly to the matters in Dispute.

14.3. Each Party shall bear its own costs and expenses in connection with any Dispute.

15. MISCELLANEOUS

15.1. Exclusivity: This Agreement is entered into on a non-exclusive basis and the Parties reserve their rights to enter similar arrangements with other persons.

15.2. Relationship: Nothing contained herein shall be deemed to create any relationship of principal and agent or, master and servant or, employer and employee between the Parties hereto or subsidiaries thereof or, to provide either Party with the right, power, or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other Party save and except as provided under this Agreement.

15.3. Governing Law and Jurisdiction: This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to its principles of conflict of laws, the Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai, India.

15.4. Overriding Effect: In case of any conflict between the provisions of this Agreement, Scheme Documents, Empanelment Form and any other agreement between the Parties for the Purpose of this Agreement, the order of precedence shall be as follows – (i) Scheme Document (ii) this Agreement (iii) Empanelment Form, (iv) other agreement between the Parties for the Purpose herein. It is hereby clarified that in case this Agreement provides for any additional terms which are not present in the Empanelment Form, or vice versa, such additional terms shall not be deemed to be contradictory provisions.

15.5. Document and Notices: All notices, requests, demands and other communications made or given shall be in writing and shall be either personally delivered, couriered, transmitted by postage prepaid registered mail (air mail if international), or by telex or cable (confirmed and writing by postage prepaid registered mail – air mail if international) or facsimile transmission or e-mail and shall be addressed to the appropriate Party at details provided below or to such other address or place or facsimile number as such Party may from time to time designate. Unless another address or facsimile number has been specified by a Party hereto by written notice thereof to the other Party, any notice, request, demand or other communication given or made shall be deemed to have been received (a)

in the case of personal delivery, on the date of delivery, (b) in the case of mail delivery, on the date which is 10 (ten) Calendar Days after the mailing thereof; (c) in the case of courier, on the date which is 4 (four) Calendar Days from the date of dispatch thereof; (d) in the case of electronic mail, within 24 (twenty-four) hours from the electronic mail being sent; and (e) in the case of a telex or cable or facsimile, upon receipt of confirmation of transmission / dispatch thereof. Notices to the Distributor shall be sent in accordance with the details provided in **Schedule I**. Notices to the AMC shall be sent in accordance with the details provided in the Party clause of this Agreement.

- 15.6. **Entire Agreement:** This Agreement (deemed to include its Annexures, Schedules and Exhibits, if any) constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporary agreements and understandings. The Parties intend this Agreement to be the final expression of their agreement with respect to its terms, and the complete and exclusive statement of those terms. The terms and conditions laid down in the Empanelment Form executed between the Distributor and the AMC shall be construed as part and parcel of this Agreement and shall be read together for all purposes.
- 15.7. **Partnership or agency:** Nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency or association of Person between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 15.8. **Severability:** If any provision or part thereof of this Agreement shall be held void or becomes void or unenforceable at any time, then the rest of the terms of this Agreement shall be given effect to as if such provision or part thereof does not exist in this Agreement. The Parties agree that such an event shall not in any manner affect the validity and the enforceability of the rest of this Agreement.
- 15.9. **Parties in interest:** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- 15.10. **No third-party rights:** No provision of this Agreement is intended to, or shall, confer any rights on a third-party beneficiary or other rights or remedies upon any Person other than the Parties hereto; nor impose any obligations on the part of the Parties to this Agreement towards any third parties.
- 15.11. **No waiver:** No delay in exercising or omission to exercise any right, power or remedy accruing to any of the Parties upon any default under this Agreement, shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of the concerned Parties in respect of any acquiescence by it in any default, affect or impair any right, power or remedy of the concerned Party in respect of any other default.
- 15.12. **Payment of Stamp Duty:** The shall, unless otherwise determined by the AMC, bear and pay stamp duty and other charges and expenses payable in connection with execution of this Agreement.

15.13. **Grievance Redressal:** Distributors, Investors having any grievance in relation to their investment in the Schemes may report such grievances to the AMC or RTA and the AMC or RTA shall seek to resolve such grievances as per the Scheme Document. Subject to Applicable Law, in the event such grievances are not reasonably addressed in 30 (thirty) days, then Distributor/Investor also have the option of reporting their grievances through the SEBI Complaints Redress System.

15.14. **Assignment:** Notwithstanding anything else contained in this Agreement the AMC, in its sole discretion, assign this Agreement or Transfer any rights hereunder to an Affiliate or group company of the AMC. Upon such assignment or Transfer, the assignee / transferee company shall have the same rights against the Distributor as available to the AMC under this Agreement. A Distributor shall not be entitled to assign this Agreement without the prior written consent of the AMC.

15.15. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

15.16. **Amendment:** No modification or amendment of this Agreement shall be binding unless made specifically in writing and upon the mutual consent of the Parties. The Parties also agree to modify/amend the provisions of this Agreement which may be necessitated due to statutory/regulatory changes. The modifications/amendments may be carried out by way of exchange of letters or addendum as may be mutually decided by the Parties.

15.17. **Force Majeure:** In the event of any failure, interruption or delay in performance of obligations resulting from acts, events or circumstances or force majeure, such as but not limited to as mentioned more particularly herein below, neither Party shall be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the other as a result of such failure, interruption or delay:

15.17.1. any action, omission, suspension or trading, decision or ruling of any exchange, Depository or regulatory, governmental or other body or of any other person which is beyond the control of either Party; or

15.17.2. any government restriction, Exchange, Depository or market rulings, suspension of trading, computer, communication, telephone or system failure, war, earthquakes, flood, accident, power failure, equipment or software malfunction, strikes or any other conditions beyond the control of either Party.

15.17.3. any war, strike, lock-out, natural disaster, act of terrorism, delay in post service or any other delay or inaccuracy in the transmission of orders or other information or any breakdown, failure or malfunction which is beyond the control of either Party.

15.17.4. Any other conditions beyond the control of either Party.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Agreement as of day and year first above written.

Signed for and on behalf of:

Signed for and on behalf of:

HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED

[Note: Name of the Distributor]

(Authorized Signatory)

(Authorized Signatory)

NAME : _____

NAME : _____

DESIGNATION : _____

DESIGNATION : _____

SCHEDULE I

Sr. No.	Name and details of Contributor
1.	<div style="margin-bottom: 5px;">Name: _____</div> <div style="margin-bottom: 5px;"><i>(Please fill name of persons/entity/company/partnership)</i></div> <div style="margin-bottom: 5px;">Address: _____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">_____</div> <div style="margin-bottom: 5px;">Attention: _____</div> <div style="margin-bottom: 5px;">Telephone: _____ E-mail: _____</div>
2.	Date of execution of this Agreement: _____
3.	Place of execution of this Agreement: _____

I/We hereby confirm that we have read and understood all the pages of this Agreement and I/we accept and agree to all its terms and conditions. I/We enter into this Agreement voluntarily, with full knowledge of its effect.

To inform in case of change of status

The Distributor declares and confirms that the Distributor is a/a company/individual incorporated in India or _____ ; and the Distributor agrees and undertakes to inform the AMC in the event of any change in its status be it residential or otherwise.

Changes in the information provided above are to be communicated by the authorized person of the Party desirous of changing the information to the other Party.

Distributors (other than Individuals & Listed companies) shall be required to submit the following additional documents along with the declaration, to the Fund at the time of an empanelment.

Copy of the latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the Company Secretary / Whole time director / MD. Documents confirming identity and address of the UBOs of the entity. Distributors are requested to note that, the fund shall reserve the right to seek additional information to ascertain the beneficial or controlling ownership.

SCHEDULE II

Fee Schedule