

NJ PSC	
NJ Partner Code	

NJ FINANCIAL PRODUCTS DISTRIBUTION AMENDMENT AGREEMENT. V 1.0.



**FINANCIAL
PRODUCTS
DISTRIBUTORS
NETWORK**

NJ Financial Product Distribution - Application Form

- Incomplete Applications /forms with incomplete documents will not be accepted.
- Application form is subject to rejection on non-fulfillment of mandatory requirements.
- Please SIGN ON ALL PAGES of the form (Mandatory) including the Terms & Conditions (T&C) attached herewith.
- Please read the Terms and Conditions carefully before enrolling.
- The fields indicated by (*) are mandatory to be filled.

Affix Recent Passport
Size Photograph

NON INDIVIDUAL APPLICANT DETAILS:

* Authorized Representative Name: _____

* Father's/Husband's Name: _____

* Nationality: _____ * PAN: _____

* Gender: _____ Date of Birth: _____

Designation: _____ * ARN No.: _____

Partner Type: _____ Partner Subtype: _____

Service Category: _____ Service Type: _____

EUIN: _____

AUTHORIZED REPRESENTATIVE CORRESPONDENCE ADDRESS:

* Address: _____

* State: _____ * City: _____ * Pin code: _____ * Country: _____

* Mobile: _____ Tel. No. (Res.): _____

Tel. No. (Off.): _____ Fax No.: _____

* Email: _____ Website: _____

BUSINESS DETAILS:

* Focus on Business: _____ * Total Experience in Business: _____

DECLARATION FOR PARTNER LEVEL:

I/We declare that all the above information provided by me/us in this application and documents submitted by me/us in support of this form is true and correct to the best of my/our knowledge and belief. I/We have read and understood and hereby unconditionally agree to abide by the terms of agreement attached herewith. I/We Acknowledge that, Brokerage on own Investments is not payable as per SEBI. This has been Confirmed by SEBI in its Circular No. MFD/CIR/06/210/2002 dated June 26th 2002 and Circular No. MFD/CIR/20/23230/2002 dated November 28,2002.As per AMFI Guidelines, Brokerage will be paid only after getting ARN Brokerage will not be paid before starting date of ARN and after expiry of ARN. I/We have Read, understood and accepted the NJ Financial Products Distribution Agreement attached herewith and agree to abide by the same at all times.

Authorized Representative Signature:
(With Stamp of the Applicant)

NJ FINANCIAL PRODUCTS DISTRIBUTION AMENDMENT AGREEMENT

This NJ Financial Products Distribution Amendment Agreement ("Agreement") has been made and entered into at Surat as on _____ day of _____ of the year _____ between:

1. NJ India Invest Private Limited, a company registered under the Companies Act, 1956 bearing CIN: U67120GJ2000PTC037674 and PAN: AABCN2790G and having Registered Office address at Block No.901-902, 6th Floor, B Tower, Udhna Udyognagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat - 394210, Gujarat; and includes its successors, executors, administrators, officers and permitted assigns (hereafter referred to as "NJ") of the First Part.

AND

2. _____
_____ having PAN: _____ Resident of / Registered Office / Office at _____
_____ and includes its successors, executors, administrators, officers, heirs and permitted assigns (hereafter referred to as "Partner") of the Other Part.

NJ and Partner will be collectively referred to as "Parties" and severally as "Party".

WHEREAS:

1. NJ is in the business of distribution of various financial and non-financial Products and provision of Services, including but not limited to, Mutual Funds, Fixed Deposits of Companies, Initial Public Offers (IPOs), PMS, RBI Relief Bonds, Equities & ETFs. NJ offers various related services under different names & styles to provide a holistic platform and support the Partner for conducting the distribution business.
2. NJ is a member of the Stock Exchange and also a Depository Participant and authorised to open Trading and Demat Accounts of the Clients and hold securities on their respective names and on their behalf in dematerialised form.
3. NJ operates a division of its business / services under the trade name of "NJ Wealth – Financial Products Distributors Network" whereby NJ intends to appoint certain Sub-Distributors/Partners in the conduct of its distribution business who will be authorized to distribute the various Products and undertake related Services.
4. The Partner and NJ have signed an agreement (_____) and are signing this Agreement to amend certain terms and condition of that earlier agreement.

I. Definitions

1. "Sub-Distributor", "Partner" or "NJ Partner" or "NJ Wealth Partner" shall mean and include any person who is eligible to distribute one or more Products or Services offered by NJ and duly appointed and recognized as a Sub-Distributor under its division NJ Wealth – Financial Products Distributors Network.

2. **“Client(s)” or “Customer”** shall mean and include persons making Transactions through the Partner in various Products and Services offered by NJ.
3. **“NJ Portal”** shall mean all the websites /links /pages offered by NJ through which access is provided to web pages, online desks, user accounts, utilities, forms, surveys, reports, financial tools, articles, documents, media contents, news, Product, Service, market information, third party links, etc. in any mode, format or manner, and through any technology or platform, including mobile platforms /operating systems and mobile applications. NJ Portal includes all online user desks, mobile applications and mobile desks, including versions thereof but not limited to, Partner Desk, Trading Account Desk and Client Desk.
4. **“Partner Desk”** shall mean the areas in the NJ Portal to which the Partner gets access by virtue of a unique log-in identity and password. The Partner Desk contains information related to distribution business, Client information, MIS and other related information specific to the Partner.
5. **“Client Desk”** shall mean the areas in the NJ Portal to which the Client gets access by virtue of a unique log-in identity and password. The Client Desk contains portfolio and other related information specific to the Client.
6. **“PSC”** shall mean the Partner Service Center as run and operated by NJ and/or any other entity as appointed by NJ.
7. **“Product(s)”** shall mean securities or and other financial or non-financial products available with NJ from time to time and offered specifically to the Partners for distributing such products to their Clients in any mode or format.
8. **“Service(s)”** shall mean support and related services to promote the sub-distribution business of the Partners as specifically offered by NJ from time to time. Some of the Services may require acceptance of specific terms & conditions by the Partner.
9. **“SRO”** shall mean a self regulatory organization recognized by Securities and Exchange Board of India for the distribution of units of mutual funds.
10. **“Transaction(s)”** shall mean all transactions made by Clients, including but not limited to, any purchase, redemption, sale, switch or transfer, in any of the Products and Services in any manner or mode, either directly or indirectly at any point of time.
11. **“IA Regulations”** shall mean Securities and Exchange Board of India (Investment Advisers) Regulations, 2013, as may be amended from time to time.
12. **“Intellectual Property” or “IP”** means and includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trade marks, service marks, designs, copyrights, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, papers, models, sketches, formulas, teaching techniques, electronic codes, proprietary techniques, research and development projects and data, and other confidential and proprietary information, computer programming code, databases, data, documents, instruction manuals, records, memoranda, notes, user guides; in either printed or machine-readable form or in any other form / format, whether or not copyrightable or patentable or protectable under any other intellectual property law, or any written or verbal instructions or comments.

II. General Interpretation:

- a) In this Agreement, the headings are used for convenience and ease of reference and are not to be construed in the construction or interpretation of any provision of the Agreement.
- b) In this Agreement, unless the context specifies otherwise, reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other gender.
- c) In this Agreement, unless the context specifies otherwise, references to the Recitals, Clauses, Annexure, Appendix and Schedules shall be deemed to be a reference to the recitals, clauses, Annexure, appendix and schedules of this Agreement.
- d) If there are any contrary provisions in this Agreement and the Schedules, the provisions of this Agreement shall prevail over the Schedule.
- e) If there are any contrary provisions in this Agreement and any subsequent Addendum, the provisions of the Addendum shall prevail over this Agreement.

- f) Any word or meaning not defined in this Agreement shall have the same meaning as the definitions under this Agreement.
- g) The word "includes" shall be construed as "without limitation".

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

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

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

12. The relationship between the Partner and NJ shall be on a 'principal-to-principal' basis. The Partner is not an agent or employee or representative of NJ and shall have no rights whatsoever to represent or bind or act on behalf of NJ so as to bind or make party or engage NJ into any contract, agreement, legal relationship, any form of liability, etc. with any person, either directly or indirectly in any manner whatsoever. This includes, but is not limited to, actions taken in performance of any activity, duty or service related directly or indirectly to the distribution of any Product or receipt of or provision of any Service rendered to any Client as a Partner subject to the applicable laws.
13. By virtue of this Agreement, the Partner is also registered as a NJ Gurukul member and the individuals associated with the Partner to perform any role under this Agreement shall also be eligible to avail trainings offered by NJ Gurukul Private Limited subject to its terms and conditions and registration criteria if any.
14. The Partner by the virtue of this Agreement is eligible to earn Commissions and other incentives on business mobilized in eligible Products and Services offered by NJ. NJ shall communicate such rates separately from time to time.
15. The Partner is free to nominate the nominee(s) to whom the benefits of any Commission due shall accrue upon the death of the Partner subject to applicable laws. However, the same shall be applicable only in case of Partners who are individuals. The Agreement shall be deemed to be terminated from the date of the death of the Partner.

IV. Rights & Obligations of Partner:

A) Client Handling:

1. The Partner shall maintain all the information of their Clients required for the conduct of its business and as required under applicable KYC and other applicable laws and shall make available any such information to NJ upon request.
2. The Partner shall be allowed to create and manage "Group Account" or family account of multiple related Clients. NJ in no case shall be responsible to the Client for any issue or dispute arising out of incomplete or incorrect grouping of Clients done by the Partner, including but not limited to display of confidential information to any other Client, Partner or any third party.
3. The Partner shall be allowed to request NJ the user-id and password of the Client Desks for their Group Accounts. The Clients can access their Client Desk with such requested log in ID & password through the NJ Portal.
4. The Client of the Partner who has opened Trading and Demat Account with NJ shall be given a user id and password to access his Transactions and holdings through the account.
5. The Client and the Partner will be responsible for the bona-fide use of NJ Portal and also for the privacy and security of such log in Id and password. NJ in no case shall be responsible to any Client or Partner, whatsoever, for the unauthorized access of NJ Portal or for the leakage of any confidential information of a Client.
6. The Partner shall review and reverify the information or any data made available by NJ in any mode or manner, including NJ Portal, before making any decision or recommendation or any Client communication based on such information or data.
7. The Partner shall act in the best interests of the Client in true spirit and shall abide by all the rules, regulations, applicable laws and NJ's internal governance and policies in terms of distribution of the Products & Services and set up high service standards and governance.
8. The Partner shall offer Clients with quality services, timely information, and shall have a proper Client grievance handling process in place. The Partner shall also adhere to all applicable laws with respect to any Product related advice, distribution, Client risk profiling & objective(s) assessment, Product evaluation, Product suitability study, Client registration, disclosures to Client, servicing or such other related activities and also any portfolio advisory or any investment management related activities.
9. NJ reserves the right to conduct Audit of the Partner's Business and inspect relevant documents in connection with the Agreement. Partner shall support and co-operate in providing such information in a timely manner.

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

B) Statutory Requirements:

1. The Partner specifically ensures that any person involved or engaged in selling or distribution of mutual funds and other Products on behalf the Partner, is eligible and duly authorized to do so and has the necessary certification as required by applicable laws and guidelines released by regulators & governing authorities, including SEBI, AMFI and any industry SRO.
2. The Partner engaged in distribution of units of mutual funds declares that the Partner nor any of his related party or associate is acting as Investment Adviser under IA Regulations. In case, a Partner or any related party or associate wishes to operate as an "Investment Adviser", a written communication must be made to NJ, without failure and the Partner shall either terminate this Agreement or shall only be eligible subject to adherence to certain terms and conditions of NJ in addition to the IA Regulations.
3. The Partner shall be solely responsible for adhering to the implementation of KYC (Know Your Customer) and AML (Anti Money Laundering) norms, processes, compliances under the PMLA regulations & guidelines given by the regulatory authorities, AMCs, SRO and NJ from time to time. In case of any non-compliance thereof, the Partner agrees that NJ cannot be held responsible for the same.

C) General Rights & Obligations

1. The Partner is prohibited from making any use of any name, reference, trademark, logo, copyright of any NJ Group entity, business, Product, Service, brand, company, customer, associate or any Employee, either explicitly or implicitly, directly or indirectly in any mode, format, medium or manner, for any purpose whatsoever, unless specifically approved in writing by NJ. The Partner is however allowed to make use of the exact format, language and presentation in any communication or literature as explicitly communicated by NJ for a pre-approved purpose only.
2. The Partner has a right to access & use NJ Portal and other websites, as provided and revised by NJ from time to time. The Partner shall be solely responsible for the protection & privacy of the user id & password of NJ Portal and any such online facilities offered by NJ.
3. The Partner shall communicate to NJ details of those persons who are permitted to access the NJ Portal on its behalf and any request or acts that take place as a result of the same shall be deemed to as authorized by the Partner. The user log in-ID and password of the Partner Desk given to the Partner at the time of registration shall be deemed to be the administrative user id and password of the Partner Desk. The Partner shall be allowed to request multiple non-administrative user ids & passwords to the Partner Desk and also to define the rights thereof, from under the main administrative log-in id & password to the Partner Desk. Any request or acts that take place from all such log in-ids & passwords shall be deemed to as authorized by the Partner.
4. The Partner shall be allowed to access only open and visitor spaces at all PSCs ("Partner Service Centers") during business /operating hours. Access to restricted /confidential areas at any PSC is strictly prohibited to Partner. The Partner is also strictly prohibited to use the IT, communication or any other assets (computers, networks, internet, printers, scanners, telephones, projectors, etc.) of the PSC.
5. The Partner shall maintain proper discipline and decorum at the PSCs and shall not do anything that hinders or distracts the PSC staff or any other person in performing their duties.
6. The Partner shall have no right to inspect and/or have any access to the books, records, documents, facilities, systems, infrastructure, processes, work manners, data, methodologies, etc. of NJ and/or of any PSC, either in part or in full. The Partner may, however, make written requests to NJ for any specific information relating only to the Partner's own business with NJ.

V. Rights and Obligations of NJ:

1. NJ reserves the right to accept or reject any applicant for any Product or Service under this Agreement.
2. NJ shall take due care while handling any confidential information of Clients. However, NJ shall not be held liable for the disclosure of any confidential information of the Clients.

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

VI. Fees & Commission:

1. The Partner shall be entitled to receive a certain percentage and/or amount by way of the commissions, brokerage, including incentives, (hereinafter referred to as "Commission") on the distribution business mobilised by the Partner subject to the Commission rates as decided and communicated by NJ from time to time. Any Commission payable to the Partner shall become due for the period under consideration subject to the fulfillment of following conditions
 - a) Compliance with applicable laws, regulations & guidelines of industry regulators, SRO or any other concerned authority
 - b) The Partner's ARN code is valid and has provided valid EUIN number to NJ for the mutual fund Transactions
 - c) On Adherence of terms of this Agreement
2. The Commissions payable shall be separately communicated from time to time.

VII. Representations and Warranties:

A) Partner's Representations and Warranties

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

2. The Partner is a "fit and proper person" fulfilling the following criteria
 - a) financial integrity;
 - b) absence of convictions or civil liabilities;
 - c) competence;
 - d) good reputation and character;
 - e) efficiency and honesty; and
 - f) absence of any disqualification to participate in or perform any activity in securities markets
3. The Partner represents that
 - α) It is duly organized and validly existing under the laws of India and has full authorization to become and act as a Partner with NJ.
 - β) There are no circumstances, which would entitle any person to declare the Partner as insolvent or subject to winding up or have a receiver appointed over the whole or any part of its assets.
 - χ) This Agreement has been duly and validly executed and delivered and constitutes a legal, valid and binding obligation enforceable in accordance with its' terms.
 - δ) All necessary consents and approvals contemplated herein have been or shall be obtained from the governmental, regulatory or statutory authorities for the performance of its obligations under the Agreement.
 - ε) Its entry into, exercise of its rights and/or performance of or compliance with this Agreement does not and shall not violate any other agreement/terms and conditions.
4. Partner represents that it does not fall within the definition of "Investment Adviser" as per the extant IA Regulations.
5. Partner further represents that it shall comply with the IA Regulations at all times and shall immediately communicate to NJ upon any applicability of any prohibitional or restricting provisions under the said regulation during the subsistence of this Agreement.
6. Partner also represents that it falls within the provisions of Regulation 4 of the IA Regulations and is thus not required to be registered as an Investment Adviser.
7. The Partner shall not misrepresent its independent relationship with NJ in any way and must not use NJ's name or any logo or Intellectual Property without prior written permission of NJ.
8. The Partner shall not permit or encourage the access to desks on NJ Portals to unauthorised persons. Any information obtained from the NJ Portal shall be used or reproduced only for the bona-fide and permitted purposes by the Partner.

B) NJ's Representations and Warranties

1. NJ shall maintain appropriate infrastructure deemed adequate to provide the Products and Services through its PSCs and through NJ Portal.
2. NJ Portal shall have secured environment with adequate firewalls and other means of access control, which in the opinion of NJ are adequate and capable of protecting the network against unauthorized access from time to time.
3. NJ shall nominate any employee(s) /non-employee(s) as a central source of interaction to service the Partner in performance of their various activities under this Agreement.
4. NJ represents that it is into mutual fund distribution services only and does not provide the investment advisory services under its business.
5. NJ represents that all tools, reports, calculators, etc. including the Need Assessment tool, provided in any mode or manner, including on NJ Portal are for the purpose of providing incidental support services to the primary financial Product distribution business of the Partner.

VIII. Disclaimer:

- 1.** Any Product or Service licensed, offered or purchased through NJ and/or NJ Portal, is provided on an "AS IS" basis and without warranties of any kind, either expressed or implied, directly or indirectly, including, but not limited to warranties of title or non-infringement or warranties of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.
- 2.** NJ does not represent or warrant that the NJ Portals, Services of NJ offices, PSCs and all other related support services will be uninterrupted, complete, accurate, authenticate, timely, updated, compatible, reliable, relevant or error-free. NJ shall make appropriate efforts to ensure NJ Portals and other services are free from defects, viruses, trojans, harmful components and that any defects will be corrected as deemed appropriate by NJ. NJ, however, does not warrant that all defects will be corrected in specific time or that the NJ Portals or the servers are free from viruses, trojans or other harmful components.
- 3.** The Partner agrees that NJ or NJ's directors, officers, employees, agents, sponsors, consultants, associates, service providers, business partners or other representatives shall not be responsible or liable for any direct, indirect, incidental, consequential, special, exemplary, punitive or any other damages (including without limitation – loss of profits, loss or corruption of data, loss of goodwill, work stoppage, computer failure or malfunction, transaction failure, transaction delay, interruption of business, etc) under any contract, negligence, strict liability or other theory arising out of or relating in any way with the use of the PSCs, NJ Portal or Products and Services or in reliance of the information available on NJ Portal & related services.
- 4.** NJ cannot be held liable for any Transaction or application related delay, rejection, mistake, loss of document, etc. caused for any reason whatsoever, submitted by the Partner of their Clients, directly or indirectly, to NJ in any mode or manner.
- 5.** The Partner acknowledges that the availability of NJ Portal, Products, Services and/or other online facilities are subject to interruption for reasons beyond NJ's control and such interruptions may happen without any prior notice to the Partner at any point of time.
- 6.** If the foregoing limitations are held to be unenforceable, the maximum liability of NJ and its service providers to the Partner shall not exceed the amount of fees paid by Partner for availing access to particular Products or Services through NJ in any mode or manner.
- 7.** The Partner should make written suggestions to NJ for rectification of any defects or shortcomings noticed in NJ Portals and other Product or Services offered or made available him or his Client.
- 8.** NJ represents that it has taken due care and caution in providing information on NJ Portal and such information or references may be taken from external reliable sources as deemed appropriate by NJ. However, NJ does not make any guarantees or warranties whatsoever, expressed or implied, regarding the accuracy, adequacy, timeliness, completeness, reliability, functionality, fullness of any information, data, analysis, reports, etc., in any mode or manner. NJ shall not be responsible for any errors or omissions or for the decisions and consequences thereof based on any information, data, analysis, reports, etc., made available by NJ, in any mode or manner, to Partner or any other entity.
- 9.** Any information, data, market analysis, research reports, etc. made available by NJ, in any mode, manner or format, shall not be construed as a representation on the legality, feasibility, fitness or validity of any security, Product or Service under applicable laws.
- 10.** NJ may place on its NJ Portal contents like advertisements, banners, reports, articles, audio /video files, literatures, including those of NJ and third party Products and Services, including links to third party websites. However, NJ does not validate or qualify or endorse such contents and is not responsible for any such content or information, claims, statements and for any decision taken thereof, for any reason whatsoever.
- 11.** The Partner understands and agrees that no joint venture, partnership, employment or agency relationship exists between the Partner on one hand and NJ on the other as a result of this Agreement.
- 12.** NJ offers Products and Services through PSCs and NJ Portal, which are linked to the back-end infrastructure of NJ. The Partner acknowledges and agrees that the PSC and/or NJ Portal and the linked back-end infrastructure may be inaccessible and/or unavailable at times. In such an event NJ will not be liable for any damage, liability, action, cause of action, suit, claim, demand, loss, cost, and expense arising directly or indirectly from or in connection with any such inaccessibility and/or unavailability.

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

IX. Intellectual Property:

1. "Intellectual Property"/ "IP" includes ideas, concepts, creations, discoveries, inventions, improvements, know how, trade or business secrets; trade marks, service marks, copyrights, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, books, spreadsheets, papers, models, sketches, formulas, information, teaching techniques, electronic codes, proprietary techniques, research and development projects and data, and other confidential and proprietary information, computer programming code, databases, data, documents, reports, diagrams, instruction manuals, records, memoranda, notes, user guides; in either printed or machine- readable form, the whether or not copyrightable or patentable or protectable under any other intellectual property law, or any written or verbal instructions or comments.
2. NJ solely owns all 'Intellectual Property' existing, created or held in the Products, Services, NJ Portal, in any mode or manner.
3. The Partner shall have no right to use the Intellectual Property in any manner whatsoever except to the extent expressly permitted by NJ under this Agreement.

X. Confidentiality:

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

XI. Term, Suspension & Termination:

1. The appointment of the Partner shall be effective from the date of appointment as mentioned in the appointment letter as communicated by NJ and shall remain effective unless terminated by either Party.
2. Each Party hereto is free to terminate this Agreement by serving one month advance notice to the other Party without assigning any reason.

3. Without limiting other remedies, NJ may issue a warning, temporarily or indefinitely suspend or terminate this Agreement and/or refuse to provide or temporarily suspend, or stop access to any Product and/or Service, including access to 'NJ Portals', in part or in full, to Partner if:
 - a) The Partner commits breach of any terms of this Agreement or the linked policies and information incorporated herein by reference, including the written policies and procedures posted on the NJ Portal; or
 - b) NJ is unable to verify or authenticate any information Partner provides to NJ in any manner or fashion; or
 - c) Non-payment of any charges, fees or any dues by the Partner; or
 - d) NJ has a reason to believe that Partner's actions may cause legal liability for and/or harm the business interests of NJ or any of its' service providers, other Partners or associates.
4. NJ reserves the right to terminate this Agreement if the Partner commits a breach of any of its' obligations here-in-under and does not remedy such breach within 30 (thirty) days of receipt of written notice from NJ requiring such remedy;
 - a) Unauthorized/unfair usage of the Intellectual Property, NJ brand name, logo, Portals, etc for any purpose.
 - b) Partner is believed to be providing misleading information or not acting in the interest of the Client or entering into any unethical trade practice.
5. NJ reserves the right to suspend and/or terminate this Agreement forthwith, with or without any advance notice, upon the happening of any one of the following events:
 - a) Any threat or use of abusive language or mental harassment by the Partner of any NJ official in any mode, manner or format for reasons beyond the control of NJ or for any unrealistic non-committed expectation.
 - b) Any attempt to defame NJ by providing false or irrelevant information to any regulatory body or any other party.
 - c) Partner is collecting cash from the Client and issuing cheques or demand drafts from his account or any other third party account or utilising such amounts for non-bonafide purposes.
 - d) Partner becomes insolvent or enters into liquidation or receivership or suffers an administrative receiver to be appointed in relation to the whole or any part of its assets, or suffers any judgment to be executed in relation to any of its property or assets or any other business, if any of these would adversely affect the performance of the obligations under this Agreement.
 - e) If the information provided by the Partner is found to be untrue, inaccurate, not current or incomplete in accordance with the requirements of this Agreement or if the Partner is found to be concealing any information material to this Agreement.
6. Upon termination or expiry of this Agreement, the Partner shall be eligible to receive a 'No Objection Certificate (NOC)' for transfer of mutual fund Transactions to any new ARN code subject to a written application to NJ. The granting of such NOC by NJ shall be subject to the clearance of all due amounts payable by the concerned Partner and the transferee Partner's eligibility to perform the role of distribution of mutual funds under applicable laws.
7. In case of termination of Agreement, all other Services shall also be terminated, irrespective of any tenure or subscription period remaining, if any. Partner shall not be entitled for any refund of any amount or compensation on account of termination here-in-under.
8. NJ is not liable for any consequence arising from such suspension or termination of Partner. NJ cannot be held liable for any refund of fees, actions, claims, damages, losses, suits, proceedings, demands or expenses, costs, and/or investments made in infrastructure, systems, employees, etc or charges in respect thereof or otherwise on account of such suspension or termination.
9. On the death of the individual Partner, the Partner status shall be deemed to be terminated w.e.f. the date of death. The nominated person or the legal heir would be entitled to receive the payment of all the pending dues of the deceased Partner.

XII. Indemnification:

1. The Partner hereby undertakes, covenants and agrees with NJ, that it will at all times defend and indemnify NJ, its directors, affiliates, officers, employees thereof and their respective successors and assigns, heirs, executors and administrators and each of their estates and effects, from and against:
 - a) All actions, causes, suits, proceedings, accounts, claims and demands, including claims and demands in respect of any prospective or retrospective liability, or any loss, financial or otherwise, whatsoever or arising on account of the PSCs, Partners, candidates or its executors, administrators, successors taking any action, error, mistake, loss of document or information, misrepresentation, missing applications or other documents or on account of applications or documents being incomplete in any way, etc whatsoever and/or resulting in the same, undertaking any, and against all damages, costs, charges, expenses, sums of money incurred in respect thereof or otherwise in relation to the aforesaid reasons.
 - b) Any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses arising directly or indirectly from or in connection with Partner's acts or omissions with respect to this Agreement.
2. NJ shall not be liable for any delay caused in execution and/or rejection in respect of any Transaction or the subsequent receipt of such Transaction or account statement or delivery to a wrong person of any information, including but not limited to log-in information, account statements, Transaction confirmations, electronically or otherwise, which have been made through NJ, NJ PSC, Express PSC or by NJ Portal, for any reason whatsoever.
3. NJ shall not be liable for any delay or non-payment of any proceeds on redemption or dividend payouts by the AMCs to the Clients of the Partners for any reason whatsoever.
4. NJ cannot be held responsible or liable for any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs, and expenses, whether direct, indirect, incidental or consequential from such delays, non-executions, rejections, non-communication and/or miscommunication of information, non-payment of proceeds in regards to any Transaction or request for any Product and Service or otherwise made through NJ and/or PSC for any reason whatsoever.
5. If the foregoing limitation is held to be unenforceable, the maximum liability of NJ and its service providers to the Partner shall not exceed the amount of fees actually paid by the Partner for the Products or Services which have been ordered or availed through the NJ Portal and/or PSC.

XIII. Dispute Resolution:

1. Any claim, controversy, difference or dispute between the Partner and NJ shall be attempted to be resolved through mutual negotiations within a reasonable period from the date of such dispute being subject to negotiations upon mutual agreement.
2. If the dispute is not resolved by negotiation within the reasonable period, such dispute shall be referred to and finally resolved by arbitration at Surat only in accordance with the Indian Arbitration and Conciliation Act, 1996, for the time being in force, which rules are deemed to be incorporated by reference into this clause. A sole arbitrator appointed by the NJ shall conduct the arbitration.
3. The language of the arbitration shall be English. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
4. Notwithstanding the above, NJ or the Partner shall be entitled to approach the court of appropriate jurisdiction for the grant of any interim or equitable relief.

XIV. Miscellaneous:

1. The Partner is not entitled to subcontract or transfer any of its rights and obligations under this Agreement without prior written consent of NJ. NJ may assign all or part of its obligations under this Agreement.
2. For any further clarifications and details that the Partner may require the Partner is required to contact the person handling the relationship of such a Partner.
3. If any provision of this Agreement is held to be invalid, illegal, or unenforceable then such provision shall

be enforced to the maximum extent permissible so as to affect the intent of this Agreement, all other provisions will nevertheless continue in full force and effect.

4. The relationship between NJ and the Partner shall be that of independent contractors. No party shall be an agent of the other, and no employees or agents of any party shall be considered the employees or agents of the other party. Each party shall be responsible for its employees' and agents' compliance with all applicable laws.
5. The failure of or delay by NJ to insist upon strict performance of any of the provisions of this Agreement shall not be construed as the waiver of any subsequent default of a similar nature.
6. The Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

XV. Governing Law:

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

XVI. Notice:

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

If to NJ:

Address: Block No.901 & 902, 6th Floor, B Tower, Udhna Udyog Nagar Sangh Commercial Complex, Central Road No.10, Udhna, Surat – 394210, Gujarat, India.

Phone: +91 261 398 5801

Fax: NA

Attention: Vinayak Rajput

If to Partner:

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

XVII. Non-Solicitation:

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

XVIII. Force Majeure:

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

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

SIGNED AND DELIVERED BY

WITHIN NAMED NJ

For and on behalf of

NJ India Invest Private Limited

Name of the Signatory > _____

Designation > _____

Signature > _____

WITHIN NAMED PARTNER

Name of the Entity > _____

Name of the Signatory > _____

Designation > _____

Signature > _____

WITNESS:

Name > _____

Signature > _____