



**IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY THE INTERMEDIARY THAT**

(a) Term 'QMF' shall mean Quantum Mutual Fund

(b) Term 'AMC' shall mean Quantum Asset Management Company Private Limited

(c) Term 'Intermediary' would mean an individual, a sole proprietary concern, firm, body corporate or bank or any other entity (registered with SEBI as an Investment Advisor under SEBI (Investment Advisors) Regulations, 2013)

1. The statements made by the Intermediary in the Intermediary Empanelment Form and declaration made therein read with these terms and conditions shall be the basis of the contract between the AMC and the Intermediary and the Intermediary agree to be legally bound by the same and shall form an integral part of this contract.

2. The Intermediary and its representatives shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard.

3. The intermediary confirms it is registered with SEBI as an Investment Advisor under SEBI (Investment Advisors) Regulations, 2013 and has segregated its advisory and execution services.

4. The intermediary confirms that while providing such execution services, its shall abide by the provisions of SEBI (Investment Advisors) Regulations, 2013 ("Advisors Regulations"), more particularly with regulations 7, 13 and Chapter III (regulations 15 to 22) of the Advisors Regulations.

5. The intermediary is fully and properly authorized by its Clients to execute transactions to placing subscription, redemption and switching and to share with the intermediary information pertaining to the investments of the client.

6. The intermediary agrees to promptly provide to the AMC a copy of the consent provided by the clients as and when requested by AMC / its Registrar and Transfer Agent (KARVY) for sharing the data feed of investor / reverse feeds.

7. The Intermediary agrees that the reverse feeds will be used only for the purpose of consolidation / aggregation of transactions of its clients and providing investment advice and various reports to the clients from time to time with respect to transactions done through the Intermediary.

8. The intermediary confirms that no transactions other than for its own Resident and Non-Resident Indian clients (including Persons of Indian Origin / PIO but not Foreign Portfolio Investors or US and Canadian Person) will be routed through the Intermediary;

9. The intermediary shall provide such assistance as may be necessary by the Registrar / AMC to redress complaints, including co-ordination with Registrar / AMC within reasonable time of receipt of such complaint.

10. The intermediary agrees to provide all assistance in the form of data / information / documents as may be required by AMC / Authorised Representative of AMC from conducting due diligence of the intermediary.

11. The intermediary agrees and acknowledges that the intermediary shall not be entitled to any commissions, incentives or other form of payment for transaction of its clients in QMF. The intermediary specifically undertakes that it shall not seek any monetary incentive directly or indirectly in respect of these transactions.

12. The intermediary confirms and agrees to obtain all Customer Related Information and documentation in terms of Anti Money Laundering Standard (AML) / Combating Financing of Terrorism (CFT), including account opening forms, signature specimens, and Power of Attorney and submit the same to AMC/KARVY. The Intermediary also agrees to adhere to applicable regulations/operational guidelines issued by SEBI/AMFI/AMC/Regulatory Authority from time to time in respect of transaction execution services offered by it to its clients.

13. The Intermediary confirms that it has requisite and robust systems in place to ensure that the funds remitted towards subscription to the units of the Scheme of the Mutual Fund, is made from the Bank Account of the First Unit holder/applicant is one of the Bank Account holder. No third party payments will be permitted and if the AMC becomes aware of the same, the said transaction shall be rejected by QAMC at its sole discretion.

14. The intermediary confirms that it has robust IT security and controls in place to protect the Clients confidentiality including controls as required under IT (Reasonable Security Practices & Procedures and sensitive personal data of information) Rules, 2011 as amended from time to time.

15. The Intermediary agrees that for the transactions received from its Clients, shall be subject to provisions prescribed by SEBI with respect to applicability of NAV, processing of transactions and offer document of the respective schemes.

16. The intermediary shall provide a certificate on yearly basis within 3 months of the end of the Financial Year that the intermediary has complied with the SEBI (Investment Advisors) Regulations, 2013 and the notifications, circulars and guidelines issued there under in such manner and format as may be prescribed by the AMC from time to time.

17. The intermediary agrees and undertakes to inform the AMC in event of any change in its constitution or control or its business activity or any other changes which material in nature and which would in the view of affect this terms and condition immediately.

18. The intermediary agrees and acknowledges that this empanelment is expressly established on non-exclusive basis with the absolute right of the AMC to sell units of its schemes through other intermediary and / or to sell units of its schemes directly to investors.

19. This agreement is on a principal to principal basis and does not and shall not constitute or be deemed to constitute a partnership or joint venture or agency and does not create and shall not be deemed to create any employer – employee or principal-agent relationship. The Intermediary shall not and shall not be entitled to, by written or oral act, omission or deed make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the intermediary is representing or acting as agent of the AMC.

20. The intermediary agrees to keep the AMC, their respective officers, directors, employees and agents indemnified and hold them harmless from and against any action, proceedings, claims, liabilities, penalties, demands, losses, expenses, damages and costs, initiated due to negligence or default or misconduct or fraud or due to a breach or non performance of any of the terms/ conditions and its employees, agents and representatives or due to any action taken by the clients (including breach of confidentiality requirements between the intermediaries and its clients) and / or the regulator as a result of the AMC tagging the intermediary with respect to transactions of all clients which are routed through the intermediary platform and sharing reverse feeds for these transactions. This clause shall survive the termination of the agreement.

21. The intermediary agrees that the AMC shall not be liable for any failure to perform any of its obligations under this arrangement if prevented, hindered or delayed by a force majeure event or any event due to any cause beyond the reasonable control of the AMC including, without limitation, unavailability of any communication system including internet, breach or virus in the process of payment mechanism, sabotage, fire, flood, explosion, acts of god etc.

22. the AMC has right to terminate the appointment of the intermediary at any time by giving to the intermediary 30 days written notice and without assigning any reason thereof.

23. This agreement shall be effective from the date on which this agreement shall be executed by the AMC / QMF. In respect of all dispute arising under this agreement, the courts in Mumbai alone shall have jurisdiction.