

Partner Empanelment Agreement - WealthyIN Customer Services Private Limited

SUB-DISTRIBUTORSHIP AGREEMENT

This Agreement is made in Chennai at this 20-Aug-2025 (“Execution Date”).

By and Between

1. WealthyIn Customer Services Private Limited, a company incorporated under the Companies Act, 2013, and having its registered office at PN Plaza, 1090B, Ground Floor, 18th Cross Road, 03rd Sector, HSR Layout, Bangalore – 560102, India (hereinafter referred to as “Wealthy”), which term shall include its successors, attorneys, affiliates and assigns of the First Part;

AND

2. [Wealth Partner Name] , bearing PAN [Wealth Partner PAN] (hereinafter referred to as “Wealth Partner” or the “Sub-Distributor”), which term shall include its permitted assigns of the Second Part. Wealthy and the Wealth Partner are individually referred to as a Party, and collectively referred to as Parties.

WHEREAS:

A. Wealthy is engaged in the provision of financial and non-financial products including mutual fund products, etc., through a web-based platform (available at www.wealthy.in) (“Business”);

B. Wealthy has obtained registration with the Association of Mutual Funds Intermediaries (“AMFI”) for the distribution of certain mutual fund products on its platform;

C. Wealthy intends to appoint certain sub-distributors in connection with its Business, who will be authorised to distribute various certain financial products offered by Wealthy.

D. The Sub-distributor has approached Wealthy to appoint them as a sub-distributor of the financial products listed at Schedule – II hereto (“Products”) and the Sub-Distributor is

agreeable to the various terms and conditions laid down by Wealthy in this Agreement;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Defined Terms: The terms and expressions set out in Part A of SCHEDULE 1 shall, unless the context otherwise requires, have the meanings assigned to them in the said Schedule. All capitalized items not defined in Part A of SCHEDULE 1 shall have the meanings assigned to them in the other parts of this Agreement when defined for use in bold letters enclosed within quotes (“”).

1.2. Interpretation: The rules of interpretation set out in Part B of SCHEDULE 1 shall apply to this Agreement unless the context requires otherwise or as is expressly specified otherwise.

2. SCOPE AND TERMS OF APPOINTMENT

2.1 The Wealth Partner shall distribute the Products to persons making Transactions with Wealthy in relation to the Products through the Wealth Partner (“Client”). In this regard, Wealthy shall provide the Wealth Partner access to its wealth partner portal available at: <https://www.wealthy.in/partner>, i.e., dedicated areas of the platform operated by Wealthy relating to the distribution business, client information, and other related information of the Wealth Partner to which the Wealth Partner gains access to after registration and through their

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unique login and password (“Wealth Partner Portal”) at no additional cost to the Wealth Partner and all support and other related services to promote the sub-distribution of the Products by the Wealth Partner (“Services”). Provided however that Wealthy may, upon notification to the Wealth Partner, and receipt of written acknowledgement thereof, levy charges for the provision of the Wealth Partner Portal or the Services.

2.2 Eligibility and Appointment

(a) The Wealth Partner agrees, acknowledges and confirms that it shall during the Term of this Agreement, have the requisite eligibility and valid certifications to engage in the

distribution of the Products and receive the Services, as contemplated under this Agreement, in compliance with Applicable Laws, including any guidelines issued by an industry regulator, self-regulatory organization, or any other authority.

(b) If the Wealth Partner intends to distribute units of mutual funds registered in India, then the Wealth Partner shall have valid registration as a 'mutual fund distributor' with AMFI, including having a valid ARN, as well as valid EUIN for its employees engaged in sales.

No such Wealth Partner intending to distribute mutual fund units, shall have registration with Securities Exchange Board of India ("SEBI") as an "investment adviser", unless such

Wealth Partner is conducting the mutual fund distribution business as a separate entity or separately identifiable department or division in conformity with Applicable Law S.

(c) In the event that a Wealth Partner is not, at the time of execution of this Agreement, eligible or qualified to distribute certain products otherwise available with Wealthy ("Non Scope Products"), and becomes so eligible or qualified at a later date, the Wealth Partner may be made eligible to distribute such Non Scope Products, upon submission of relevant proofs and details to Wealthy, and on confirmation by Wealthy after due inspection of the submitted documents.

2.3 The Wealth Partner agrees and acknowledges that the relationship between the Wealth Partner and Wealthy shall be on a "principal to principal" basis. The Wealth Partner shall not be considered as an agent or employee or representative of Wealthy and shall have no rights whatsoever to represent or bind or act on behalf of Wealthy, so as to bind or make party, or engage Wealthy 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 Products to any Client as a Wealth Partner, subject to Applicable Laws.

2.4 The Wealth Partner agrees and acknowledges that Wealthy or any of its Affiliates has not provided the Wealth Partner with any advisory services, and that Wealthy only facilitates the execution of the Transactions referred to Wealthy by the Wealth Partner. The origination of the Client relationship is from the Wealth Partner alone.

2.5 The Wealth Partner agrees and acknowledges that Wealthy has, in no way whatsoever, required or requested the Wealth Partner to provide investment advisory services to the clients referred

by it to Wealthy. In any event, it is clarified that the provision of any investment advisory services is a consequence of the Wealth Partner's own independent choice, and the Wealth Partner alone shall be responsible to obtain the necessary registrations / exemptions required in relation thereto in accordance with Applicable Laws.

2.6 The Wealth 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 Wealthy and/or of any Wealth Partner Portal, either in part or in full.

The Wealth Partner

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may, however, make written requests to Wealthy for any specific information relating only to the Wealth Partner's own business with Wealthy.

3. OBLIGATIONS OF THE WEALTH PARTNER

3.1. The Wealth Partner shall maintain all the information of its Clients required for the conduct of its business, as required under applicable know-your-customer ("KYC") obligations, anti-money laundering ("AML") laws, and other Applicable Laws, and shall make the same available to Wealthy promptly upon notice thereto.

3.2. The Wealth Partner shall be solely responsible for adherence to the implementation of KYC and AML norms and consequences of non-compliance thereof.

3.3. The Wealth Partner shall be required to review and revivify all information or data made available by Wealthy in any mode or manner, before making any decision, recommendation or Client communication based on the same. The Wealth Partner agrees and acknowledges that the determination of such decision, recommendation or Client communication is the sole responsibility of the Wealth Partner, and it shall not be open to the Wealth Partner, in the case of any suit in relation hereto, to claim that the source of any information / data informing a decision, recommendation or Client communication, was provided by Wealthy and was used by such Wealth Partner on an "as is" basis.

3.4. The Wealth Partner shall act in the best interests of the Client, and shall abide by any Applicable Laws, as well as any internal governance policies enacted by Wealthy in terms of distribution of Products and set up high service and governance standards internally.

3.5. The Wealth Partner shall offer its Clients with quality services, timely information, and shall setup a comprehensive grievance handling process for Clients. The Wealth Partner shall adhere to Applicable Laws with respect to any advice relating to the Products and the distribution thereof including conducting risk profiling on its clients etc.

3.6. Wealthy may, at any point at its sole discretion, communicate directly with Clients, without notice to the Wealth Partner, to provide information on any products, services, Transactions, promotions, subscriptions, or any other information, and also gather feedback and interests from Clients.

3.7. The Wealth Partner acknowledges that in relation to operational and transactional matters required for compliance with Applicable Laws, such as classification, treatment or recognition, in relation to either Clients, Transactions or Products, the decisions relating to such matters shall be made by Wealthy, or by the Wealth Partner with the prior consent of Wealthy.

4. OBLIGATIONS OF WEALTHY

4.1. Wealthy shall create a Client Platform for the Clients enrolled by the Wealth Partner, provided that such Client completes the registration processes envisaged and detailed at the platform maintained by Wealthy. Wealthy shall provide the Client with a non-transferable, revocable and non-exclusive license to use the Client Platform for use as per as the terms governing the Client's access to the same, including under the terms and conditions, and the privacy policy of the Client Platform.

4.2. Wealthy shall provide the Wealth Partner with a non-transferable, revocable and non-exclusive license to use the Wealth Partner Platform for use as per as the bonafide purposes of this Agreement. Wealthy reserves the sole ownership and rights over any intellectual property provided to the Wealth Partner under the Services, and shall offer the same as deemed appropriate and feasible from time to time.

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4.3. Wealthy shall offer the Wealth Partner Platform, the Services and the Client Platform without any expressed guarantees or warranties whatsoever and on "as is and where is" basis. Wealthy shall not owe any liability or obligations to provide the Wealth Partner Platform, the Services

and the Client Platform and/or on account of use of the Wealth Partner Platform, the Services and the Client Platform, and offering of the same shall be on a privilege basis at the sole discretion of Wealthy.

4.4. The Wealth Partner Platform, the Services and the Client Platform may not be available, in part or full, for the performance of any maintenance or development activities scheduled by Wealthy.

4.5. Wealthy may add, amend, suspend, terminate either of the Wealth Partner Platform, the Services or the Client Platform at its sole discretion, based on internal policies and procedures, and in accordance with Applicable Laws.

4.6. The Wealth Partner shall be solely responsible for the protection and privacy of the user id and password generated with respect to the Wealth Partner Platform. Any request or acts which take place from such user-ids and passwords shall be deemed to be authorized by the Wealth Partner.

4.7. Wealthy reserves the right to collect, store and study all forms of data, information, feedback, for purpose of understanding Product preferences, requirements, trends, and / or any business opportunities. Such analysis and information shall be construed as the exclusive intellectual property of Wealthy, and the Wealth Partner agrees to assign to the benefit of Wealthy, in perpetuity and worldwide, any rights that it may have in the same.

5. WEALTH PARTNER EMPLOYEES

5.1. The Wealth Partner shall forthwith, and in no event, beyond 7 days from the date of execution of this Agreement, disclose the details of individuals engaged in the distribution of Products offered through Wealthy on their behalf along with their relevant certifications and eligibility (if so required in the context of a Product, such as the employee unique identification number ("EUIIN") in the case of mutual fund product distribution). The Wealth Partner shall update Wealthy with any amendments to the information earlier furnished under this Clause 4.1}} such as at the time of termination / retirement of an individual whose details have been shared, or the addition of a new individual to the team of the Wealth Partner.

5.2. The Wealth Partner shall ensure that all such persons referred to in Clause 3.1 shall abide by the terms and conditions of this Agreement, and work in conformity with the Applicable Laws.

5.3. In the event that the Wealth Partner is not a natural person, the Wealth Partner shall designate an individual associated with the Wealth Partner as an employee, director, partner, or any such

other stable legal or contractual capacity who shall be authorized to act and undertake all the functions and actions or decisions on behalf of the Wealth Partner ("WP Designate"). The Wealth Partner shall provide the details of the WP Designate to Wealthy, and any change thereto shall be promptly communicated.

5.4. The Wealth Partner agrees and acknowledges that the WP Designate, as notified to Wealthy, shall have the authority to bind the Wealth Partner to this Agreement, and all actions of the WP Designate shall have a binding effect on the Wealth Partner. Any acts or omissions of the WP Designate shall be construed as acts or omissions of the Wealth Partner itself.

5.5. The Wealth Partner shall ensure that any person involved or engaged in selling or distribution of Products on behalf of the Wealth Partner, is eligible and duly authorized to do so, and has the necessary certification as required by Applicable Laws.

6. PAYMENTS

6.1. The Wealth Partner by virtue of this Agreement shall be eligible to earn a certain percentage of the revenue generated by Transactions made by Clients with Wealthy through the Wealth Partner ("Commissions"), and any other incentives notified by Wealthy on business mobilized in Products offered by Wealthy. Wealthy shall communicate the same to the Wealth Partner separately from time to time.

6.2. All Commissions payable under this Agreement shall only be payable subject to the following conditions -

6.2.1. Compliance with Applicable Laws, including requirements of registrations;

6.2.2. Provision of AMFI Registration Number ("ARN") and the EUIN for mutual fund Transactions;

6.2.3. Adherence with the terms of this Agreement.

6.3. Wealthy will make the payment of Commissions due to the Wealth Partner within 30 days from the end of the month in which a Client of the Wealth Partner transacts and the waiting period for any reversal of such transactions has been completed and customer in no circumstance can withdraw or reverse such transaction except in case of fresh sale on the platform maintained by Wealthy. Such payments shall be inclusive of GST, and shall be subject to TDS at applicable

rates as per the Income Tax Act, 1961 and other applicable taxes / charges.

6.4. Wealthy reserves the right to retrieve any Commissions paid to the Wealth Partner earlier by

Wealthy from future due payments or through demand of such amounts, in compliance with Applicable Laws, or as may be deemed fit and appropriate by Wealthy for valid purposes, including but not limited to wrongly processed payments, pending dues, void Transactions, etc. Wealthy also reserves the right to set-off and / or deduct any due amounts by the Wealth Partner from accrued Commissions payable to the Wealth Partner at its sole discretion.

7. REPRESENTATIONS AND WARRANTIES

7.1. On a continuing basis for the Term of this Agreement, the Parties represent and warrants that:

7.1.1. In case the Party is a natural person, it is competent to enter into this Agreement, and in case the Party is an entity, it is duly organized and validly existing under the laws of India;

7.1.2. It has the power to execute and deliver this Agreement and to perform its obligations under this Agreement and has taken all actions necessary to authorize such execution and delivery

7.1.3. The execution and delivery of this Agreement by it and the performance of its obligations hereunder do not violate or conflict with Applicable Laws.

7.1.4. All authorization of and exemptions, actions and approvals by and all notices to or filings with SEBI or any other governmental or other authority that are necessary for the execution and performance of this Agreement have been obtained or made and are in full force and effect and

all conditions thereof have been complied with; and

7.1.5. This Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.

7.2. Additionally, the Wealth Partner represents and warrants that:

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7.2.1. The Wealth 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.

7.2.2. If the Wealth Partner is engaged in distribution of units of mutual funds, the Wealth Partner nor any of its related parties, associate companies or Affiliates, is acting as an "investment adviser" under Applicable Laws.

8. TERM AND TERMINATION

- 8.1. The Parties hereby agree that this Agreement would be valid for one year from the Execution Date and will be renewed for a period of 1 year each time, unless otherwise terminated by the Parties. Such initial term, and the term of further extensions shall be collectively referred to as the "Term" of this Agreement.
- 8.2. Either Party may terminate this Agreement by giving not less than 30 days prior written notice.
- 8.3. The termination of this Agreement shall be without prejudice to any antecedent rights / liability of either Party.
- 8.4. Without prejudice to other remedies available to Wealthy under this Agreement, Wealthy may issue a warning, temporarily or indefinitely suspend or terminate this Agreement, or refuse to provide Services to the Wealth Partner, if (a) the Wealth Partner breaches its obligations hereunder; (b) Wealthy is unable to verify or authenticate information provided by the Wealth Partner; or (c) Wealthy has a reason to believe that the actions of the Wealth Partner may cause legal liability for and / or harm the business interests of Wealthy or its Affiliates.
- 8.5. In case, a Wealth Partner or any of its related party, associate company or Affiliate wishes to operate as an "investment adviser", a written communication must be made to Wealthy, without failure and Wealthy shall either terminate this Agreement or shall deem the Wealth Partner eligible subject to adherence to certain terms and conditions of Wealthy in addition to Applicable Laws.
- 8.6. Upon termination of this Agreement, the Wealth Partner shall be eligible to receive a 'no objection certificate' for the transfer of mutual fund transactions to a new ARN code, subject to written application to Wealthy.

9. MARKETING

- 9.1. The Wealth Partner agrees that Wealthy may use any testimonies provided by the Wealth Partner, or any other information furnished by the Wealth Partner for any media/print/advertising/business promotion/marketing materials.
- 9.2. The Wealth Partner agrees that without the prior written consent of Wealthy, it shall not market / promote itself with the Wealthy brand.

10. CONFIDENTIALITY

10.1. The Parties shall keep confidential all Information received from each other or from any other parties or in furtherance of this Agreement save and except which may be required to be disclosed under Applicable Laws.

10.2. If a disclosure, as required under Clause 10.1 of this Agreement, is required to be made by a Party, the disclosing Party shall inform the other Party of receipt of any such communication /

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notice / intimation to enable the other Party to take appropriate action, if required, and to provide comments, in the event that the other Party is Wealthy.

11. INDEMNITY

11.1. The Wealth Partner ("Indemnifying Party") shall fully indemnify and hold harmless Wealthy, its Affiliates, its directors, officers, employees, and agents ("Indemnified Party") against any costs, expenses, liabilities and losses, which arise as a result of the Indemnifying Party's negligence, willful default or fraud in the performance of its duties and obligations under this Agreement, or any misrepresentation / inaccuracy by the Indemnifying Party or a non-fulfilment of or failure of the Indemnifying Party to perform any covenant, obligation, agreement, or undertaking contained in this Agreement.

11.2. Indemnification Procedure:

11.2.1. If the Indemnified Party: (a) suffers or incurs any loss with respect to any matter, which the Indemnified Party is entitled to make a claim for indemnification against the Indemnifying Party (an "Indemnity Claim"); or (b) receives any claim by any third Person with respect to which the Indemnified Party seeks indemnification pursuant hereto ("Third Party Claim"), the Indemnified Party shall promptly, upon becoming aware of such loss, notify (the "Indemnification Notice") the Indemnifying Party of the same in writing and specifying reasonable details and facts of such loss, or Third Party Claim. The delay or failure of the Indemnified Party to notify the Indemnifying Party of an Indemnity Claim upon becoming aware of a loss shall not relieve the

Indemnifying Party of its obligation under this Clause 11.

11.2.2. In relation to any Indemnity Claim (except a Third Party Claim), unless the Indemnifying Party has remedied the loss or cured the breach which gave rise to the Indemnity Claim, to the satisfaction of the Indemnified Party and informed the Indemnified Party in writing of such loss being remedied or cured, the Indemnifying Party shall pay the indemnity amounts to the Company within 30 (Thirty) Business Days from the date of the Indemnification Notice. If the Indemnifying Party objects to the Indemnity Claim, the matters shall be resolved in accordance with Clause 13 (Governing Law and Dispute Resolution).

11.3. Third Party Claims: If any claim or proceeding made against the Indemnified Party, covered by the indemnity set forth in this Clause 11 is a Third Party Claim, it shall be dealt with in the manner set out hereinafter:

(a) the Indemnified Party shall notify the Indemnifying Party of the Third Party Claim in writing as soon as reasonably practicable. Such notice must specify the facts giving rise to the claim as understood by the Indemnified Party and specify the amount of the claim, if known. It is hereby agreed by the Indemnifying Party that any failure or delay by the Indemnified Party to notify it as aforesaid shall not prejudice the indemnification rights

and/or remedies available to the Indemnified Party;

(b) Within 15 (Fifteen) days of receipt of notice of the Third Party Claim by the Indemnifying Party or such other shorter period required under applicable law, the Indemnified Party shall have the right, but not the obligation, to (i) conduct and take control of any proceedings or negotiations, including where the Indemnifying Party is a party to such Third Party Claim, (ii) take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest any such claim in the name of and on behalf of the Indemnified Party and the Indemnifying Party, to the extent permitted under Applicable Law; (iii) enter into any compromise or settlement of, or the entry of any judgment arising from, the Third Party Claim and/or make any payments pursuant thereto, in its sole discretion, and (iv) employ counsel to contest any such claim or liability, provided however

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that the Indemnifying Party shall continue to remain liable for all losses that may arise as a result of the Third Party Claim. Further, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claims. (c) If the Indemnified Party does not assume the defense of any such Third Party Claim, the Indemnifying Party shall have the obligation to defend against such claim with all costs of such defense and losses arising thereto being subject to indemnity. Further, if the Indemnifying Party assumes such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defense of such Third Party Claims at its own expense.

11.4. Notwithstanding anything to the contrary under this Agreement, for avoidance of doubt, it is clarified that the Indemnifying Party shall be solely responsible for paying reasonable attorney fees, court costs, etc. and posting any security therefor, including payment of any interim amounts or deposits as may be required by the relevant governmental authority or other authority, to pursue judicial or arbitral proceedings in respect of a Third Party Claim.

12. INTELLECTUAL PROPERTY

12.1. Wealthy solely owns all Intellectual Property existing, created or held in the Wealth Partner Platform, the Services and the Client Platform, in any mode or manner. 12.2. The Partner shall have no right to use the Intellectual Property in any manner whatsoever except to the extent expressly permitted by Wealthy under this Agreement. 12.3. Upon termination of this Agreement, the Wealth Partner shall promptly disclose and destroy all copies of any Intellectual Property that it available with it.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This Agreement and its performance shall be governed by and construed in all respects in accordance with the Applicable Laws of the Republic of India. Subject to this Clause 13, the courts at New Delhi, India shall have exclusive jurisdiction on the matters arising from or in connection with this Agreement, without regard to the principles of conflicts of laws.

13.2. In the event of a dispute or difference, relating to, arising out of or in connection with any of the matters set out in this Agreement, including any question regarding its existence, validity or

termination, ("Dispute"), the Parties shall discuss in good faith to resolve the Dispute. If a Party ("Disputing Party") gives the other Party ("Respondent") a notice that a Dispute has arisen ("Dispute Notice") and the Parties are unable to so resolve the Dispute amicably within 30 (thirty) calendar days, it shall be referred to arbitration in accordance with Clause 10.3 below.

13.3. All Disputes that have not been satisfactorily resolved under Clause 10.2 shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, which is deemed to be incorporated by reference in this clause. The Dispute shall be referred to a tribunal consisting of 3 (Three) arbitrators ("Tribunal"), of which the Disputing Party and the Respondent shall each appoint 1 (One) arbitrator and the 2 (Two) arbitrators so appointed shall then jointly appoint a 3rd (Third) arbitrator. The seat and venue of the arbitration shall be New Delhi. The language of the arbitration shall be English. Any arbitration proceeding hereunder shall be conducted on a confidential basis.

13.4. The award of the Tribunal shall be final and conclusive and binding upon the Parties and non-appealable to the extent permitted by the Applicable Law. The award rendered shall apportion the costs of the arbitration.

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13.5. The Tribunal shall also have the power to decide on the costs and reasonable expenses (including reasonable fees of its counsel) incurred in the arbitration and award interest up to the date of the payment of the award.

14. MISCELLANEOUS

14.1. Audit: Wealthy reserves the right to conduct an audit of the Wealth Partner's business and inspect all relevant documents in connection with the Agreement. The Wealth Partner shall support and co-operate in providing such information within 7 days of receipt of a written request by Wealthy.

14.2. Non-disparagement: No Party to this Agreement shall knowingly do or suffer any thing to be done which would or might prejudice materially or bring to disrepute the business or reputation of the other party or constitute insider trading (including front running) in any manner

whatsoever.

14.3. Notices

14.3.1. Unless otherwise provided herein, all notices or other communications to be given shall be made in writing, in the English language and shall be deemed to be duly given or made: (i) in the case of personal delivery, when delivered; (ii) in the case of facsimile or e-mail transmission, provided that the sender has received a receipt indicating proper transmission, when dispatched; or (iii) in the case of a letter, 7 (Seven) days after being deposited in the post (by registered post, with acknowledgment due); in each case, to such Party at its address, e-mail address or facsimile number specified herein or at such other address, e-mail address or facsimile number as such Party may hereafter specify for such purposes to the other by notice in writing.

14.3.2. In the case of notices or other communications to Wealthy:

Address: PN Plaza, 1090B, Ground Floor, 18th Cross Road,

03rd Sector, HSR Layout, Bangalore - 560102

Email: Ops@wealthy.in

For the attention of: The board of directors of the Company

14.3.3. In the case of notices or other communications to the Wealth Partner:

Address: [Wealth Partner Address]

Email: [Wealth Partner Email]

14.3.4. A notice or other communication received on a day other than a Business Day, or

after business hours in the place of receipt, shall be deemed to be given on the next

following Business Day in such place.

14.3.5. The address, email address or facsimile numbers for serving notices can be changed

by any Party by properly serving notices on the other Parties informing them of the

changes of address.

14.3.6. In the event that a Party refuses delivery or acceptance of a notice, request or other

communication, under this Agreement, it shall be deemed that the notice was given

upon proof of the refused delivery, provided the same was sent in the manner specified in this Agreement.

14.4. Successors and Assigns: The Agreement shall inure to the benefit of the successors and assigns of the Company. The Wealth Partner shall not assign their obligations hereunder, and any such proposed assignment shall be void, unless consented by Wealthy in writing.

14.5. Remedies, Waivers and Release: The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law, including any liability for fraud or fraudulent misrepresentation. No delay or omission by any Party to this Agreement in exercising any right, power of remedy provided by Applicable Laws or under this Agreement will affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement will not preclude the exercise of any other or further right, power or remedy.

14.6. Entire Agreement: This Agreement (together with any other documents referred to herein) represents the entire understanding and agreement amongst the Parties in relation to the terms of the matters contained in this Agreement and shall supersede and extinguish previous drafts, agreements or understandings between all or any of the Parties (whether oral or in written) relating to the subject matter herein.

14.7. Severability: Any provision in this Agreement, which is or may become prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in the same or any other jurisdiction. Without prejudice to the foregoing, the Parties will immediately negotiate in good faith to replace such provision with a proviso, which is not prohibited or unenforceable and has, as far as possible, the same legal and commercial effect as that which it replaces.

14.8. Costs: The Company shall bear the stamp duty cost applicable to this Agreement.

14.9. Specific performance: This Agreement shall be specifically enforceable at the instance of any Party. The Parties agree that a non-defaulting Party will suffer immediate, material, immeasurable, continuing and irreparable damage and harm in the event of any material breach of this Agreement and the remedies at Applicable Law in respect of such breach will be inadequate and that such non-defaulting Party shall be entitled to seek specific performance against the defaulting Party for performance of its obligations under this Agreement in addition

to any and all other legal or equitable remedies available to it. Termination of this Agreement shall be without prejudice to all rights and remedies under Applicable Law or equity available to the non-defaulting Party.

14.10. Amendments: Except as set forth herein, no amendment to this agreement shall be binding on the parties unless such amendment or alteration is in writing and is signed by the parties, save and except revisions to the Referral Fees payable by Wealthy, which may be altered by Wealthy in its sole discretion.

IN WITNESS WHEREOF, the Parties hereto have set their hands and signatures on the Execution Date;

Signed for and on behalf of
[Wealth Partner Name]

Signed for and on behalf of

WealthyIn Consumer Services Private Limited

Authorized Signatory / Self Authorized Signatory:
[Wealth Partner Name]

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3. SCHEDULE 1 DEFINITIONS & INTERPRETATION Part A - Definitions

“Affiliates” of any specified Party shall mean any other person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Party. For the purposes of this definition, “control” when used with respect to any specified Party means the power to direct the management and policies

of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing;

"Agreement" shall mean this Agreement, along with the Schedules hereto;

"Applicable Laws" shall mean, all the applicable laws, codes, regulations, rules, guidelines, circulars, reenactments, revisions, applications and adaptations hereto, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental authority, court or statutory or other body applicable for such transactions whether in effect as of the Execution Date or thereafter and each as amended from time to time;

"Business Day" shall mean days when banks are open for business in the New Delhi.

"Client" take the definition from the template agreement

"Client Platform" shall mean the areas of the platform operated by Wealthy relating to the Client's investments with Wealthy, their portfolio and other related information specific to the Client, and to which the Client gets access by virtue of a unique log-in and password;

"Execution Date" shall mean.;

"Information" shall mean any information that is collected, processed, maintained, used, shared, or disseminated in connection with this Agreement which warrants protection to ensure its confidentiality, integrity and availability including, but not limited to, any Information shared by Wealthy to the Wealth Partner;

"Intellectual Property" shall mean 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;

"Transactions" shall mean all transactions made by Client through Wealthy and the Wealth Partner, including but not limited to, any purchase, redemption, sale, switch or transfer, in any of the Products in any manner or mode, either directly or indirectly at any point of time;

Cross References: Each of the following terms shall have the meaning assigned thereto in the Clause or Schedule of this Agreement set forth below opposite such term:

Partner Empanelment Agreement - WealthyIN Customer Services Private Limited

Defined term

Reference

Business

Recital A

AMFI

Recital B

Products

Recital C

Client

Clause 2.1

Wealth Partner Portal

Clause 2.1

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Services

Clause 2.1

SEBI

Clause 2.2(b)

Non Scope Products

Clause 2.2(c)

KYC

Clause 3.1

AML

Clause 3.1

EUIN

Clause 5.1

WP Designate

Clause 5.3

Commissions

Clause 6.1

ARN

Clause 6.2.2

Term

Clause 8.1

Indemnifying Party

Clause 11.1

Indemnified Party

Clause 11.1

Indemnity Claim

Clause 11.2.1

Third Party Claim

Clause 11.2.1

Indemnification Notice

Clause 11.2.1

Dispute

Clause 13.2

Disputing Party

Clause 13.2

Respondent

Clause 13.2

Dispute Notice

Clause 13.2

Tribunal

Clause 13.3

Partner Empanelment Agreement - WealthyIN Customer Services Private Limited

Part B – Interpretation

In this Agreement unless the context requires otherwise the following rules of interpretation shall apply:

1. words of any gender include each other gender, words using the singular or plural number also include the plural or singular number, respectively;
2. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
3. the terms “hereto”, “hereof,” “herein,” “hereby” and derivative or similar words refer to this

- entire Agreement and not to any particular clause, article or section of this Agreement;
4. a reference to any "Preamble", "Recitals", "Clauses", "paragraphs" and "Schedules" are references respectively to the specified preamble, recitals, clauses, paragraphs and schedules to this Agreement;
5. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
6. the word "subsidiaries" herein shall have the meaning ascribed to it under the Companies Act, 2013;
7. the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words where a wider construction is possible;
8. whenever this Agreement refers to a number of days, such number shall refer to calendar days;
9. any reference to an agreement, instrument or other document (including a reference to this Agreement) herein shall be to such agreement, instrument or other document as amended, supplemented or novated pursuant to the terms thereof;
10. headings to clauses, parts and paragraphs of schedules and schedules are for convenience only and do not affect the interpretation of this Agreement;
11. a reference to conduct includes any omission and any statement or undertaking, whether or not in writing;
12. the words "writing", "written" and comparable terms refer to printing, typing and other means of reproducing words in a visible form, including by e-mail;
13. "consent" of any Party shall always mean prior written consent.

Partner Empanelment Agreement - WealthyIN Customer Services Private Limited

4. SCHEDULE II

APPROVED PRODUCTS

The Wealth Partner shall be eligible to provide the following Products:

- Mutual Funds
- PMS
- AIFs

- Market Linked Debentures
 - Bonds
 - Unlisted Securities
 - Fixed Deposits
 - Other investment products listed on wealthy platform and available to wealthy partners
- Wealthy may extend the terms of this Agreement to any of its Affiliates, and the products managed by them, by way of notification thereof to the Wealth Partner.