Market Intelligence
& Analytics

CRISIL
An S&P Global Company

CRISIL MI&A Proposal

Submitted to:

Association of Portfolio Managers in India (APMI)

Submitted on: 23rd March 2023

Validity of the commercial proposal: March 31st, 2023

Confidentiality Clause

This document is submitted to APMI by CRISIL Limited (CRISIL) on the understanding that the contents of this document will not be divulged to any third party without the express written consent of CRISIL. It is also understood that CRISIL will not divulge any confidential information about the client that it may have access to in the course of executing the project described in this offer.

Research

Contents

1. Background 3
2. Scope of Work 5
3. Fees 12

1. Background

1.1 Context

Association of Portfolio Managers in India been constituted as a Trade Body for Portfolio Managers registered with the Securities & Exchange Board of India (SEBI). APMI was incorporated on 31st December 2021 as a Section 25 company.

1.2 Requirement of Client

APMI has requested CRISIL as a benchmark service provider to share its index services details to empanel as an Index providers for the PMS entities.

The CRISIL advantage

CRISIL is a global analytical company driven by its mission of making markets function better. We are India's foremost provider of ratings, data and research, analytics and solutions, with a strong track record of growth and innovation. CRISIL delivers independent opinions, actionable insights, policy advisory and efficient solutions to over 100,000 customers across 76 industries. CRISIL's businesses operate from 8 countries including USA, Argentina, Poland, UK, India, China, Hong Kong and Singapore.

At the core of CRISIL's credibility, built up assiduously over the years, are its values of integrity, excellence, accountability, teamwork, and respect for all. CRISIL's analytical rigor is unmatched in the country today. Among others, it has rated the majority of Central and State and public sector undertakings.

About CRISIL Market Intelligence & Analytics

CRISIL Market Intelligence & Analytics, a division of CRISIL, provides independent research, consulting, risk solutions, and data & analytics. Our informed insights and opinions on the economy, industry, capital markets and companies drive impactful decisions for clients across diverse sectors and geographies.

Our strong benchmarking capabilities, granular grasp of sectors, proprietary analytical frameworks and risk management solutions backed by deep understanding of technology integration, make us the partner of choice for public & private organisation, multi-lateral agencies, investors and governments for over three decades.

- Largest and most comprehensive database on India's debt market, covering more than 20,000 securities
- Largest provider of fixed income valuations in India
- Provide valuation for more than Rs.165 trillion ($ 2017 billion) of outstanding Indian debt securities
- Provide valuation for more than 10000 securities on the corporate bonds, commercial papers and certificate of deposits put together and more than 3200 sovereign debt instruments covering Government Securities, Treasury Bills and State Development Loans (SDLs) on a daily basis.

Besides these, we also provide valuations for structured products, market linked instruments and other complex debt structures.

S&P parentage

CRISIL's majority shareholder is S&P Global, the world's foremost provider of independent credit ratings, indices, risk evaluation, investment research and data. With offices in 26 countries and markets, S&P is an essential part of the world's financial infrastructure and has played a leading role for more than 150 years in providing investors who want to make investment decisions with market intelligence in the form of credit ratings, indices, investment research and risk evaluations and solutions. The association with S&P gives CRISIL the added advantage of drawing from major developments in the international context and benchmarking the Indian financial sector on a global basis on key risk parameters.

S&P Dow Jones Indices is the world's largest global resource for index-based concepts, data and research, and hosts iconic financial market indicators such as the S&P 500 and the Dow Jones Industrial Average. With over 115

years of experience constructing innovative and transparent solutions that fulfil the needs of institutional and retail investors, and over 1 million indices covering a wide range of asset classes across the globe, S&P Dow Jones Indices continues to define the way investors measure and trade the markets.

2. Scope of Work

CRISIL will provide indices to the PMS community. The indices in this document are the standard indices or composites of standalone indices of CRISIL. The composites are created based on asset allocation shared by APMI based on the investment portfolio and strategies followed by the Portfolio Managers in India.

The terms and conditions of Services are annexed hereto as “Master Terms and Conditions”, which together with this commercial Proposal shall be referred to as “Agreement”. The Proposal terms and Master Terms and Conditions shall be read harmoniously and in conjunction with each other.

Methodology

CRISIL will provide indices based on the below requirement shared by APMI :

S. No.	Category/Index	Asset Allocation	Macaulay Duration	Remarks
1.	CRISIL Composite Bond Fund Index	Not Specified	Not Specified	
2.	CRISIL – Aggressive Credit Debt Term Index – PMS#	33%:AA+,AA 17%: AA- 50%: A+,A,A-	2 – 2.5 years	
3.	CRISIL Hybrid 50+50 – Moderate index	Not Specified	NA	
4.	Multi Asset Index	50% S&P BSE 500 20% S&P BSE Arbitrage Rate Index 20% Gold 10% REIT & INVIT	NA	

The resultant proposed indices shall be as below:-

S.No.	Name	CRISIL Sub Index	Allocation	Macaulay Duration required	Macaulay Duration based on 1 year back testing	Inception Date
1.	CRISIL Composite Bond Fund Index	CRISIL Composite Gilt Index	45%	Not Specified	4.93-5.61	31-Mar-2002
		CRISIL AAA Long Term Bond Index	17%			
		CRISIL AAA Medium Term Bond Index	11%			
		CRISIL AAA Short Term Bond Index	20%			
		CRISIL AA and AA+ Long Term Bond Index	2%			
		CRISIL AA and AA+ Medium Term Bond Index	2%			
		CRISIL AA and AA+ Short Term Bond Index	3%			
2.	CRISIL – Aggressive Credit Debt Term Index – PMS[#]	CRISIL AA- Medium Term Bond Index	9%	2– 2.5	2.07-2.43	31-March-2002
		CRISIL AA- Short Term Bond Index	8%			
		CRISIL AA and AA+ Medium Term Bond Index	25%			
		CRISIL AA and AA+ Short Term Bond Index	8%			
		CRISIL A Short Term Bond Index	8%			
		CRISIL A Medium Term Bond Index	42%			
3.	CRISIL Hybrid 50+50 - Moderate Index	S&P BSE 200 TR	50%	Not Specified	NA	31-Mar-2002
		CRISIL Composite Bond Fund Index	50%			
4.	Multi Asset Index	50% S&P BSE 500 20% S&P BSE Arbitrage Rate Index 20% Gold 10% REIT & INVIT	For Gold index – we are awaiting details on arrangement from MCX, post receipt of that we should be able to proceed. For REITs/InvITs, given the illiquid nature of the instrument, we are in the process of putting together a robust framework for the same, along with identification of required data set from exchanges. Would be keen to work with APMI and the Regulator, if required, if that can help us expedite the launch of these indices.			

[#] Name yet to be finalized by CRISIL however the composition mentioned above is final

Methodology of sub-indices:

- Features and Methodology

CRISIL AAA/AA+/AA/AA- rated

Features

- Total Return Index seeking to capture coupon and price returns of the underlying portfolio
- Index portfolio marked-to-market on a daily basis using CRISIL debt valuations

Maturity Buckets:

AAA/AA+/AA/AA- rated indices

- Long Term: Securities with residual maturity greater than 5 years
- Medium Term: Securities with residual maturity between 3 to 5 years
- Short Term: Securities with residual maturity up to 3 years

Key Characteristics

- Rich history: CRISIL AAA rated bond indices have inception date of March 31, 2002. Thus the indices have been in existence for over a decade and have seen multiple interest rate cycles
- Liquidity: The indices seeks to capture the movement of a portfolio comprising liquid AAA/AA+/AA/AA- rated corporate bonds, thereby ensuring appropriate market representation
- Replicability: The indices constituents are valued on a daily basis. This lends the indices a realistic approach by having the valuations close to market levels.

Methodology

Top 12* issuers subject to buffers are identified by using a consistent liquidity score based on the following parameters analyzed for the previous one quarter:

- Volume traded: 70%
- No of days traded: 15%
- No of trades: 15%

A buffer is the rank up to which an issuer which was a part of the index for the previous quarter but has a liquidity score lower than top n issuers (where n is maximum number of issuers that can be a part of index) in the current quarter would continue to be the part of the index. This means that even if the rank of a particular issuer deteriorates to the buffer rank it will not be sold from the index. A buffer of rank 15 would be used for all the indices having 12 securities, during issuer selection. Apart from applying buffers, the following conditions will always be met:

The issuers with Ranks 1 to 3 would compulsorily form a part of the index.

If an issuer is a part of top n issuers but ignored due to buffers for 3 consecutive quarters, the same will be considered if it appears in top n for the 4th quarter.

- Upto 12 Issuers will be selected
- Only listed issuers shall be included in all CRISIL bond indices. An issuer will be considered to be listed if at least one security of such issuer is listed.
- Rating considered for a bond is the conservative rating of all the bonds for that particular issuer (except for SO rated bonds)

- The weights to the eligible bonds are allocated on the basis Amount outstanding of issuer
- Most liquid bond for each of the shortlisted issuers is selected
- Weight to each bond is subject to a cap of 10%. Excess weight is redistributed proportionately among other bonds
- The index constituents are valued on a daily basis using CRISIL Valuations
- Perpetual bonds, Floating rate bonds, Tax free bonds and bonds with single option (call/put) are excluded from the universe of bonds

For cases where there are less than 3 issuers in a particular index during any period, a fall-back criteria will be followed:

- Carry forward the existing issuers if they meet the rating and maturity criteria (select based on amount outstanding to complete 3 issuers)
- Select the issuer from primary data in the preceding month of the rebalancing with the maximum issue size in that month to complete the deficit to reach 3 issuers. If this is also not resulting in 3 issuers, keep on going back month at a time in primary to select the issuers till 3 issuers are found.

The index is rebalanced on the 1st business day of every quarter.

CRISIL A rated Credit Indices

Features

- Base date for the Index: March 31, 2002
- Total Return Index seeking to capture coupon and price returns of the underlying portfolio
- Index portfolio marked-to-market on a daily basis using CRISIL debt valuations

Maturity Buckets

- Short Term: Securities with residual maturity upto 3 years
- Medium to Long Term: Security with residual maturity greater than 3 years

Key Characteristics

- **Replicability:** The index constituents are valued on a daily basis. This lends the index a realistic approach by having the valuations close to market levels.

Methodology

- Issuers are selected based on primary market issuances
- Unique issuers for the portfolio of the base month (Month of Inception) are selected based on issuances during the prior one year. All issuers that fall within the eligibility criteria of maturity and rating during the period are identified to be a part of the index.
- Only listed issuers shall be included in all CRISIL bond indices. An issuer will be considered to be listed if at least one security of such issuer is listed.
- On an ongoing basis, the issuances of the previous month would be considered for addition of unique issuers in the existing portfolio
- For each issuer, the security that is most recently issued becomes a part of the index portfolio. These securities continue to be part of the index until
- It falls out of the eligibility criteria (rating and maturity) and is removed from the index

- It is replaced in case a new security of the same issuer is issued. In case more than one security of an issuer is issued on the same day, the one with the highest issuance size is selected.
- Weights to eligible securities will be allocated based on the amount of issuance.
- Weight to each bond is subject to a cap of 10%. Excess weight is redistributed proportionately among other bonds
- Rating considered for a bond is the conservative rating of all the bonds for that particular issuer (except for SO rated bonds)
- The index constituents are valued on a daily basis using CRISIL Valuations
- Perpetual bonds, Floating rate bonds, Tax free bonds and bonds with single option (call/put) are excluded from the universe of bonds
- The index is rebalanced on the 1st business day of every month.

Impact Cost & Rating Downgrade for Bond Indices

- At reconstitution, based on the liquidity classification of corporate bonds, an impact cost (5 - 20 bps) is incorporated to the incoming and outgoing securities based on the liquidity classification of the issuer.
- The issuers/securities which have been downgraded and are part of the index, shall be removed from the index with at least one month of notice.
- The table below summarizes the number of months the issuer/security will remain in the index post various events:

Event for Exclusion	No of months to be retained in the index
Rating downgrade	1

Examples:

- Any issuer that undergoes a rating downgrade in the first two months of a quarter (outside the rating criteria of the index) while it is a part of an index, will be removed from the index at the end of the quarter. However, if the downgrade happens in the third month of the quarter, the security will remain in the index for an additional month.

For instance, if there is a rating downgrade in January or February, it will be removed at the end of March, whereas if there is a rating downgrade in March, it will be removed at the end of April. However, such an issuer will be considered to be a part of the index that represents the rating bucket to which it is downgraded in the April rebalancing (next quarter rebalancing)

- In case of rating upgrade mid quarter, the issuer is removed from the index without any replacement by the end of the month in which it is identified as rating upgrade. The weight of the remaining securities is recalculated accordingly.
- In case of quarter rebalancing, after rollover notice issued to the market, if a new issuer which is not a part of previous rebalancing is downgraded beyond the criteria of the index, then the same is removed immediately with the replacement of the next best liquid issuer. If any issuer is upgraded beyond the criteria of the index post the issuance of the rollover notice then the same is removed immediately with the replacement of the next best liquid issuer.

CRISIL Gilt Indices

Features and Characteristics

- Total Return Index seeking to capture coupon and price returns of the underlying portfolio

- Index constituents valued on a daily basis using CRISIL Gilt Valuation
- Index weights rebalanced on the 1st business day of every month

Key Characteristics

- **Rich history:** The indices have been in existence over a decade witnessing multiple interest rate cycles and has stood the test of time
- **Liquidity:** The indices seeks to capture the movement in a portfolio consisting of most liquid government securities by using appropriate market representation
- **Replicability:** The indices constituents are valued on a daily basis. This lends the index a realistic approach by having the valuations close to market levels.

Methodology

- Trading pattern of government securities analysed during previous quarter with security rebalancing on monthly basis.
- Consistent Liquidity Scores assigned to each security on the basis of:
    - Volumes traded (70%)
    - Days Traded (15%)
    - Number of Trades (15%)
- Top n securities (n defined in the table below) on the basis of Consistent Liquidity Score eligible to be part of the index subject to buffers

Index	No of securities (n)	Residual maturity criteria
CRISIL Long Term Gilt Index	8	Greater than 10 years
CRISIL Medium Term Gilt Index	8	Greater than 5 to and up to 10 year
CRISIL Short Term Gilt Index	8	Up to 5 years
CRISIL Composite Gilt Index	9	Top 3 securities each from long, medium and short term bucket
CRISIL Dynamic Gilt Index	12	NA

- A buffer is the rank up to which a security which was a part of the index for the previous month but has a liquidity score lower than top n securities in the current month would continue to be the part of the index. This means that even if the rank of a particular security deteriorates to the buffer rank it will not be sold from the index.

The buffers to be used for each index would be as follows:

Index	No of securities (n)	Buffer
CRISIL Long Term Gilt Index	8	11
CRISIL Medium Term Gilt Index	8	11
CRISIL Short Term Gilt Index	8	11
CRISIL Composite Gilt Index	3 each from long, medium and short term bucket	6 each from long, medium and short term bucket

- Apart from applying buffers, the following conditions will always be met:
  - The security with Rank 1 would compulsorily form a part of the index.
  - If a security is a part of top n securities but ignored due to buffers for 3 consecutive months, the same will be considered if it appears in top n for the 4th month.
  - The 10 year benchmark government security forming a part of CRISIL 10 Year Gilt Index will automatically replace the least liquid security and form a part (if not already a part) of all the eligible liquidity based gilt indices.

- Weights to eligible securities will be based on Amount outstanding
- Surrogate bonds (namely Food Corporation of India bonds, Oil bonds, Fertiliser bonds and UTI Special Bonds) and Floating rate bonds kept out of the purview of the selection process since these are quasi government bonds

- At reconstitution, an impact cost of 3 bps is incorporated to incoming and outgoing government securities.

Weighing Approach/Methodology

- Monthly floating weight approach is being used for securities/asset classes. (The approach will be used for all standard and customised indices unless otherwise stated specifically in the customized requirement)
- Weights shall move with the prices of underlying securities/asset classes and shall be reset monthly. (for hybrid indices the asset allocation to debt and equity will also float on monthly basis based on the asset class performance and will be reset to the stated asset allocation at the month end rebalancing date)
- Other than the CRISIL 10 Year Gilt Index & CRISIL Liquid Fund Index, the cash generated due to coupon payment or part redemption will be carried in all the indices and reinvested along with the monthly reset date of weights as this would mean no transactions between rebalancing periods and would improve replicability.

Delivery Timelines

The index values shall be posted on APMI platform on each working day by 11:59 pm. The index values for holidays shall be posted on APMI platform on the next working day by 5:30 pm.

3. Fees

The annual license fees payable to CRISIL Limited shall be:

S.NO	Indices	Annual Fees (in Lakhs)
1	CRISIL Composite Bond Fund Index	1,10,000/-
2	CRISIL – Aggressive Credit Debt Term Index – PMS	1,10,000/-
3	CRISIL Hybrid 50+50 – Moderate index	1,25,000/-
4	Multi Asset Index	Refer point 4 in page 6

- The above quoted fee is exclusive of GST which shall be applicable as per clause 3.4.

Payment Schedule

- Client shall pay in accordance with the payment schedule set out below:

Milestone	Fee (% break-up)
Annual in advance subscription	100%

Client shall pay each invoice within 30 working days from the date of invoice. All payments will be made by cheque or other normal banking channels to the order of CRISIL Limited payable at par in Mumbai. If Client wishes to remit money by online transfer or similar mode, Client may do so to the credit of CRISIL Limited, the details of which are given below:

Wire Transfer Details:

- Name of the Bank: ICICI Bank Limited
- Account Number: 003205000032
- Account Type: Current
- SWIFT Code: ICICINBBCTS
- IFSC Code: ICIC0000032
- Branch Code: 000032

Currency of Payment

Charges are payable in Indian Rupees, unless CRISIL expressly agrees otherwise in writing. Where Client remits Charges in a currency other than Indian Rupees, Client shall remit such amount in the remitting currency as would ensure CRISIL receives in Indian Rupees an amount no less than the Charges.

Taxes and Statutory Levies

In addition to Fees, Client shall pay CRISIL all taxes and statutory levies as may apply, such that after paying the applicable taxes and statutory levies (other than those that apply on CRISIL's net income), the Fees that CRISIL receives, is not less than as set out in section 1.1. In the event of the Client paying the fees in foreign currency and the entity is located outside India GST will be zero.

- Any statutory levies / taxes, which may be levied as per the governing laws of the Client's country, on CRISIL Limited, shall be payable extra by the Client.
- Where Client is in India and makes payment under the Agreement out of its offices in India (and not otherwise) the following provisions shall apply with respect to payment of Fees:

- Client may deduct income tax at source from its payment of Fees (and other Charges if applicable) under this Agreement at the least rate required for the Client to comply with applicable tax laws (TDS).
- In the case of each TDS, Client shall within the timeline specified under law (or if no timeline is specified under law, within the earlier of 3 months from the date Client deducts TDS or 1 month from the end of the then current taxation year) provide CRISIL with a properly rendered certificate or relevant document evidencing the Client having complied with applicable tax laws with respect to the TDS (TDS Certificate).
- If Client fails to provide the TDS Certificate as stated afore, Client shall pay CRISIL such amount as would after TDS be equivalent to the amount covered TDS Certificate not provided by the Client. Client agrees that such amount shall be recoverable as a debt from the Client.

CRISIL Rights

- In the event Client fails to pay any Charges when due, the following terms shall apply (without limiting CRISIL's rights under law or the Agreement):
- CRISIL shall be entitled to charge and recover from the Client interest at the rate of 18% per annum (applied on a daily basis from the date of the relevant invoice) for each day that, as relevant, the Charges remain overdue (i.e. until the date CRISIL receives the Charges in full).
- CRISIL may at its discretion withhold any Deliverables not handed over to Client. However, if CRISIL has anyway provided any Deliverables to Client, it will not operate as a waiver of CRISIL's right to receive payment of Charges. Where CRISIL withholds any Deliverables in accordance with this section 3.5, it shall not be considered a breach of CRISIL's obligations under the Agreement.
- Client agrees that it is not entitled to use the Deliverables unless and until Client has paid the Charges in full.

Index Licensing Terms and Conditions

1. Definitions and Interpretation

Definitions are given in clause14.

Interpretation:

Unless opposed to the context:

a) Reference to one gender includes the reference to other genders.

b) Grammatical variations of a defined term have corollary meaning.

2. Agreement Framework

These T&C apply separately to each Order Form executed by the parties.

Affiliates of the Client may execute Order Forms for subscription to the Services provided by CRISIL or its Affiliates, each referencing the T&C. Each such Order Form shall be deemed to incorporate the T&C and together with the T&C shall constitute a separate agreement as between the relevant contracting parties. In each such case in the Agreement, "Client" will refer to the Affiliate of the Client executing the Order Form and "CRISIL" will refer to, as applicable, CRISIL or its Affiliate executing the Order Form.

3. Grant of Licence and Terms of Use

Subject to the terms and conditions of the Agreement, CRISIL grants to the Client a non-exclusive, non-transferable licence to use the Services during the Term for no purpose other than the Permitted Use.

Client shall not use any part of any Service otherwise than as permitted by the Agreement. Without limiting the foregoing, the Client may not:

a) Redistribute, resell, display, reproduce or publish any part of any Service, other than as expressly permitted by this Agreement including the Appendix;

b) use any part of any Service to create any index (whether, single, composite or otherwise)or any derivative without the express prior written consent of CRISIL in each case;

c) directly or indirectly permit any third party or users to do what it is not permitted to do under this Agreement including the Appendix; or

d) use the name of any Service (or any part of it) as part of its corporate, business or trading name or style or create or attempt to register or otherwise assert any intellectual property right in any part of the Service or CRISIL Brand.

In using the Services in accordance with this Agreement (other than in the case of Client's use of Limited Extracts), Client shall:

a) use the full name of the each Service as identified in the Order Form in all references to or use of the Service;

b) clearly and prominently identify the Service as the property of CRISIL in a manner specified by CRISIL;

c) ensure that, the latest text of the disclaimer(s) and copyright notice of CRISIL as communicated to the Client in writing by CRISIL are displayed with reasonable prominence in all its products and services that use the Services (as permitted). The current disclaimer(s) and copyright notice of CRISIL are as follows. Client may use a translated wording in their external materials and documents, provided that Client shall take reasonable care to ensure the meaning and context of the disclaimer and copyright notice is not distorted and will mention that the translation in Japanese is prepared or arranged for by the Client from the original text provided by CRISIL in English. (Client acknowledges that CRISIL may by a prior written notice to Client revise any of these):

d) CRISIL Disclaimer and Copyright Notice:

"*INDIA UTILITY AND INFRASTRUCTURE BOND INDEX (Index)* is prepared by CRISIL Limited (*CRISIL*), (a) as a calculating agent of; and (b) using methodology provided by; Eastspring Investments Limited. By using the Index, the user(s) accept that CRISIL relies on information available to it; CRISIL makes no warranties as to the accuracy, completeness, suitability, or timeliness as to the information or the methodology and accepts no liability arising from or relating to the use of the Index"".

In using the Limited Extracts as permitted by this Agreement, Client shall clearly state that the Limited Extracts are prepared by Client from information sourced by Client from CRISIL.

Client may issue its own disclaimers in addition to CRISIL disclaimer, provided that any such disclaimer is separate from CRISIL disclaimers, relates only to Client's own products or services to its clients or users and which CRISIL has consented to in writing in advance.

CRISIL may at its discretion make any changes with respect to the Services, including but not limited to any of the Index Constituents by a reasonable prior written notice to the Client.

4. Client understands that the Service is not intended for use in relation to securities or instrument other than those issued in India nor does CRISIL seek to comply with regulations or laws outside India with respect to the Service.Delivery of the Services

Except where clause 0 applies, CRISIL shall provide the Information under the relevant Service(s)for each working day on a T+1 working day basis via email at the email address specified by the Client. The Service(s) will ordinarily be sent to the Client by (or around) 1930 hours. CRISIL may change the format, delivery mode or timing by a reasonable prior written notice to the Client. Client acknowledges that CRISIL's delivery time may be impacted due to unforeseen factors that are beyond the control of CRISIL, including but not limited to, extended trading hours, high volatility, lack of trading activity, server breakdowns, etc. If that is the case, CRISIL will use reasonable endeavours to notify Client about the impact and as soon as reasonably practicable deliver or resume the impacted Service.

The format for the provision of the Information shall be as CRISIL generally provides to its clients from time to time. If on Client request CRISIL agrees to provide the Information in a format requested for by the Client, additional Fees may apply which CRISIL will notify Client on request.

The Order Form may state that the Services will be delivered through a Distributor. In such a case, the Client acknowledges that: (a) Client's use of the Services will continue to be governed by this Agreement and that the role of the Distributor will be limited to delivering the Services under an agreement between the Client and the Distributor; (b) the Distributor will be responsible for delivery of the Services to Client (subject to CRISIL delivering the Services to the Distributor).

5. Charges

Client shall pay to CRISIL the Charges without deduction. Invoiced amounts are payable within 15calendar days of Client's receipt of the relevant invoice from CRISIL (*Due Date*).Charges are payable in equivalent Indian Rupees. CRISIL will use the reference rate published by the Reserve Bank of India (or if that is not available another generally accepted conversion rate) as available proximate to the date of raising invoices for conversion of the Charges to equivalent Indian Rupees. CRISIL may apply a service charge calculated at the rate of 1.5% per month for each day from the Due Date that Charges remain unpaid. Except as stated in clause 0, Charges are not refundable.

Payment schedule for the Charges will be as stated in the Order Form. If the Order Form does not state any payment schedule, then CRISIL shall invoice annually in advance in the case of on-going Services and the whole of the Charges at the start of the Order Form in the case of one-time Services.

In the case of on-going Services, CRISIL may revise the Fees by giving Client a written notice. To the extent practicable, CRISIL will discuss with Client its intentions of revising the Fees.

Taxes and Statutory Levies

In addition to Fees, Client shall pay CRISIL all applicable taxes and statutory levies as may apply. If the Client is required to deduct any withholding taxes then the Client shall add such amount to the Fees, such that after paying the applicable taxes and statutory levies (including withholding taxes), the Fees that CRISIL receives, is not less than as set out in the Order Form.

6. Warranty

Each party warrants that it is a legal entity validly existing under the relevant laws and regulations governing it and that it has the right to enter into and perform the obligations in the Agreement.

CRISIL warrants that it will provide the Services with reasonable care and skill. EXCEPT FOR THE FOREGOING, THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS OF WHATEVER NATURE, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OF PURPOSE, OR THAT THE SERVICES ARE ERROR-FREE OR WILL BE PROVIDED WITHOUT INTERRUPTION.

7. Term and Termination

In the case of on-going Services, the Order Form shall take effect on and from the date CRISIL starts providing the Services to the Client under the Order Form and shall continue for successive one year periods, unless terminated earlier in accordance with this clause 7.

In the case of one-time Services, (e.g. a one-time provision of historical values), the Order Form shall take effect on the date CRISIL first provides the Services under the Order Form and the term of the Services shall be for a period of 6 months thereafter, unless terminated earlier in accordance with this clause 7.

A party may terminate an Order Form for an on-going Service by giving a prior written notice of at least 3 months, such notice to take effect no earlier than the end the then current one-year period.

A party may terminate an Order Form with immediate effect by written notice to the other if the other party: (i) has materially breached this Agreement and that breach is incapable of remedy or where the breach is capable of remedy the other party has not remedied it within 1

month of receiving a written notice of the breach; or (ii) reorganises, reconstructs or otherwise undergoes a change in constitution (otherwise than for the purpose of solvent amalgamation or reconstruction where the emerging company assumes the obligations of the party); or (iii) becomes bankrupt, insolvent and/or is unable to pay its debts as they fall due, enters liquidation, is wound up, compounds with its creditors or has an administrator, receiver or other such person appointed over all or any part of its assets or otherwise takes or suffers any similar action in any jurisdiction, or threatens or resolves to do any of the above in consequence of debt.

CRISIL may without impairing its rights or incurring liability suspend any on-going Services under an Order Form in the event Client has materially breached clauses 0through 0 (inclusive).

CRISIL may terminate an Order Form if the performance of its obligations under the Order Form is dependent upon a third party contract with CRISIL and that third party: (i) terminates its contract with CRISIL; (ii) materially breaches its obligations under the contract; or (ii) refuses to renew the contract except on unreasonable terms.

CRISIL may terminate an Order Form for on-going Services with immediate effect if any organization which is a competitor of CRISIL acquires control of Client.

Upon termination or cancellation of an Order Form in accordance with sub-items (ii) or (iii) of clause 0, or clauses 0 or 0, CRISIL will refund to Client any Fees paid by Client in advance for the cancelled part of the Term on a pro-rata basis of the Order Form, subject to adjustments against any unpaid dues.

Upon termination, Client shall cease all use of the Services and shall delete from its systems and record all copies of the Services, except: (a)for one copy that is required to be stored for compliance with law or regulation or for archival purposes, provided that such copy shall not be used for any purpose other than that; (b) in the case of Limited Extracts used by the Client in accordance with this Agreement; and (c)for analyses, notes and other material prepared by Client using the Services and which are retained only for Client's own internal business use.

Clauses 1, 5 (to the extent of unpaid dues), 6, 0,0,0,0, and 8 through 14 (inclusive) will survive termination or expiration of this Agreement for any reason.

Termination of an Order Form will not affect: (a)the right of a party under that Order Form as shall have accrued up to the date of expiry, termination, or cancellation; or (b) any other Order Form that may continue to be in force. If no Order Form is in force, then this Agreement shall terminate, unless the parties expressly agree otherwise in writing.

8. Intellectual Property Rights

Client acknowledges that:

as between the parties, CRISIL exclusively owns all intellectual property rights in: (i) the Services; (b) CRISIL Brands; and

any goodwill generated by the permitted use of CRISIL Brands inure exclusively to CRISIL.

Nothing in this Agreement grants to Client any right, title or interest in any Service or CRISIL Brands, except for a limited licence to use the Service and the CRISIL Brands as expressly permitted by these T&C. Client may not use any CRISIL Brand conjoint with its own Brands or in a manner as may create new Brand(s).

9. Confidentiality

Each receiving party of the disclosing party's Confidential Information will: (i) keep confidential the Confidential Information and not use it for any purposes other than the performance of this Agreement, except as may be permitted elsewhere by this Agreement or by the Client in writing or as may be required to comply with law, a statutory requirement or judicial, quasi-judicial, statutory or government order or demand; (ii) where needed, disclose the Confidential Information to only those directly concerned with the performance of this Agreement, so long as it binds each recipient to confidentiality obligations no less onerous than as stated in the Agreement; (iii) delete for any device containing any Confidential Information or return to the disclosing party upon demand or termination of the Agreement, the confidential information except for one copy as may be required to be retained by law, regulation, professional standards or reasonable business practice. *Confidential Information* with respect to a disclosing party means the non-public information of a business, technical or financial nature belonging or pertaining to a party or its Affiliate or their customers, suppliers or parties they deal with shared or made available in any form to the receiving party or its Affiliates in the course of performance of the Agreement, which is marked or otherwise indicated as being or is, or ought reasonably to be, known to be confidential.

The obligation of confidentiality does not apply to information which: (a) is, at the time of the disclosure, or subsequently through no act or omission of the party or receiving party or its permitted recipients, becomes generally available to the public; (b) becomes rightfully known to the receiving party or its permitted recipients through a third party with no obligation of confidentiality; (c) the receiving party is able to show was lawfully in the possession of the receiving party or its permitted recipients prior to such disclosure; or(d) is independently developed by the receiving party or its permitted recipients.

This undertaking with respect to an item of Confidential Information will be throughout the Term and for a period of 3 years after termination of the Agreement.

10. Liability

Client agrees to indemnify CRISIL and hold harmless, its directors, officers and employees, against any costs, loss, damages, claims or expenses incurred or suffered by reason of provision of the Services, including, without limitation those that arise as a result of breach of Client's warranties set out above (but excluding those that arise as a result of CRISIL's breach of this Agreement).

Under no circumstances will a party be liable for indirect or consequential losses, exemplary or special damages, or loss of profits, loss of business or economic loss even if advised of the possibility of such losses or damages. The foregoing shall apply regardless of whether such liability is based in contract, tort, (including but not limited to negligence) and strict liability or any other theory of legal liability.

Client assumes the entire risk as to Client's use of the Services and CRISIL expressly disclaims all liability with respect to any such use.

Without limiting clause 0, under no circumstances will CRISIL's aggregate liability in relation to a Service exceed the Fees paid by the Client to CRISIL in the latest 12 month period preceding the date of the claim for that Service. This applies regardless of the cause or form of action and even if the losses or damages could have been foreseen or that CRISIL was notified of the possibility of the losses or damages.

A party shall not be liable to the other for failure or delay in its performance of its obligations under this Agreement (other than in the case of Client, its obligation to pay Charges as are due), to the extent such delay or failure or delay is caused by a force majeure cause.

11. GENERAL

Failure or delay by a party in exercising any right or power under this Agreement will not constitute a waiver of such right or power whether in that instance or any subsequent instance.

Client may assign, transfer or novate any of its rights or obligations under this Agreement, provided Client obtains the prior written consent of CRISIL (which will not be unreasonably withheld). CRISIL may assign, transfer or novate any part of this Agreement to an Affiliate or CRISIL's successors in business upon a written notice to the Client. For the avoidance of doubt, CRISIL may subcontract any part of its obligations, provided that CRISIL shall remain responsible for the performance those obligations by its subcontractors. Any assignment, novation or transfer in breach of this clause 0 shall be null and void.

The Agreement contains the entire agreement of the parties as to its subject matter and supersedes all prior agreements and understandings written or oral in relation to the subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representations made by the other party that are not expressed in this Agreement.

Except as otherwise stated in this Agreement, any amendment to this Agreement shall only be effective if in writing and executed by a duly authorized representative of each party.

If any non-fundamental provision of this Agreement is determined to be illegal or unenforceable by any court of competent jurisdiction it shall be deemed to have been deleted without affecting the remaining provisions.

This Agreement will be governed by and construed in accordance with the laws of India and the parties irrevocably submit to the jurisdiction of the courts of law in Mumbai, India.

In performing this Agreement, the Client and CRISIL ('both parties') shall follow sound business practices and comply with the applicable laws and regulations as well as relevant operational guidelines as may be mutually agreed by both parties from time to time

In performing this Agreement, both parties must not offer any bribe or facilitation payment to any public official or other person and not cause the other party or any affiliate of the other party to breach any applicable anti-bribery or anti-corruption law. Both parties must promptly notify the other party in writing of any breach of this clause with respect to the services provided under this agreement. If either of both parties breaches this clause, the other party may immediately terminate this Agreement.

12. Anti-Bribery & Corruption: Each Party represents, warrants and undertakes that:

(a) It has not and shall not offer, promise, give, encourage, solicit, receive or otherwise engage in acts of bribery or corruption in relation to this Agreement (including without limitation any facilitation payment), or to obtain or retain business or any advantage in business for any member of its group, and has and shall ensure to the fullest extent possible that its employees and agents and others under its direction or control and directly involved in providing Services under the Agreement do not do so. For the purposes of this clause it does not matter if the bribery or corruption is (i) direct or through a third party; (ii) of a public official or a private sector person; (iii) financial or in some other form; or (iv) relates to past, present, or future performance or non-performance of a function or activity whether in an official capacity or not, and it does not matter whether or not the person being bribed is to perform the function or activity to which the bribe relates, or is the person who is to benefit from the bribe. For the purposes of this clause, a "person" is any individual, partnership, company or any other legal entity, public or private.

(b) Each Party shall, adhere to applicable anti-bribery and corruption laws.

(c) Each Party shall, immediately upon becoming aware of them, give the other Party all details of any non-compliance with Clause (a) and Clause (b).

(d) It is a condition of this Agreement that each Party fully complies with this Clause. If it does not do so, without prejudice to any other remedy available to a party, the non-breaching party shall have the right (but not the obligation) in its absolute discretion to terminate the whole of this Agreement, or that part of this Agreement to which the bribery or corruption relates. For the avoidance of doubt, any breach of this Clause shall be deemed to be incapable of remedy.

13. ECONOMIC AND TRADE SANCTIONS

As of the date of this Agreement, (a) neither CRISIL, the Client nor any of their subsidiaries, or any director or corporate officer of any of the foregoing entities, is the subject of any economic or trade sanctions or restrictive measures issued by the United Nations, United States or European Union ("Sanctions"), (b) CRISIL nor the Client is not 50% or more owned or controlled, directly or indirectly, individually or collectively, by one or more persons or entities that is or are the subject of Sanctions, and (c) to the best of knowledge of each Party, no entity 50% or more owned or controlled by a direct or indirect parent of CRISIL or the Client is the subject of Sanctions. For purposes of clause (c) in this section, "parent" is a person or entity owning or controlling, directly or indirectly, 50% or more of CRISIL or the Client. For so long as this Agreement is in effect, CRISIL or the Client will promptly notify other Party if any of these circumstances change. If each Party reasonably determines that it can no longer receive or provide the services from or to CRISIL or the Client in accordance with applicable law, then CRISIL or the Client may terminate this Agreement, or any particular services, immediately upon written notice to each Party.

14. Definitions

Unless opposed to the context, the following terms have the meanings given to them when used in this Agreement. Where the context requires, grammatical variations of the defined terms below will have corollary meaning.

Affiliate with respect to a party means an entity which controls, is controlled by or is under common control with, the party. "Control" means the ability to direct the policies and management of an entity.

Agreement means these T&C together with the relevant Order Form and any schedules and annexure executed by the parties in respect of the Services.

Analysis means an internal analysis by the Client of the Portfolio.

Benchmarking means Client's use of a Service to measure relative performance of the Portfolio.

Brands means brands, logos, trade names, trademarks, brand features or other identifiers.

Charges means the Fees and other amounts payable by Client under this Agreement.

CRISIL Index means the index calculated and provided by CRISIL under the relevant Service – as specified in the Order Form.

Distributor means a distributor, information provider or data aggregator through whom Client may choose to receive delivery of Services.

Fees means the Fees set out in the Order Form subject to revision in accordance with this Agreement.

Index Constituents means the constituents of the relevant CRISIL Index including, where applicable, their weightages – in each case as provided by CRISIL from time to time, provided that CRISIL is not obliged to provide the constituents comprising third party data or information.

Index Value is the numerical values of the relevant CRISIL Index.

Information means the information, data, values and other items and materials contained in or provided as a part of or in relation to a Service.

Limited Extracts means extracts of (or charts prepared on the basis of) the Index Values made by Client for the purpose of performance assessment of either the CRISIL Index or Client's Portfolio.

Order Form means an order form executed by the relevant parties incorporating or referencing the T&C, together with any related schedules and annexure.

Permitted Use means Analysis, Benchmarking and/or Publishing.

Portfolio means the portfolio of the Client or where the Client is a wealth manager, the portfolio of the Client's client in respect of whom the Client is a wealth manager.

Publishing means incorporating or using Limited Extracts in Client's factsheets or reports prepared to provide to: (i) Client's fund investors and prospects or Client's clients , including fund distributors and consultants for their own internal business use and creating materials and documents for Client's fund investors and prospects; or (ii) Client's regulators.

Redistribute means distribution of /any part of the Service outside the Client's organisation.

*Service(s)*means the relevant Service(s) subscribed to by Client from time to time – in each case as stated in the Order Form.

Start Date means the start date of an Order Form.

T&C means these index licensing terms and conditions together with any related annexure or schedule that the parties have agreed in writing.

Term means the term of the Order Form.

Profile:

CRISIL Market Intelligence & Analytics

Who We Are

CRISIL Market Intelligence & Analytics is India's largest independent integrated research house. We provide insights, opinion and analysis on the Indian economy, industry, capital markets and companies. We also conduct training programs to financial sector professionals on a wide array of technical issues.

We are India's most credible provider of economy and industry research. Our industry research covers 80 sectors and is known for its rich insights and perspectives. Our analysis is supported by inputs from our network of more than 5,000 primary sources, including industry experts, industry associations and trade channels.

We play a key role in India's fixed income markets. We are the largest provider of valuation of fixed income securities to the mutual fund, insurance and banking industries in the country. We are also the sole provider of debt and hybrid indices to India's mutual fund and life insurance industries.

We pioneered independent equity research in India and are today the country's largest independent equity research house.

Our defining trait is the ability to convert information and data into expert judgements and forecasts with complete objectivity. We leverage our deep understanding of the macro-economy and our extensive sector coverage to provide unique insights on micro-macro and cross-sectoral linkages.

Our talent pool comprises economists, sector experts, company analysts and information management specialists.

Who We Serve

We serve more than 1,200 Indian and global clients. These include banks, exchanges, companies, mutual funds, insurance companies, wealth managers, brokers, private equity firms, investment banks, consultants, industry associations and educational institutions.

Our clientele includes:

- 95% of India’s banking industry by asset base
- 15 of the top 25 Indian companies by market capitalisation
- Entire Indian mutual fund industry
- Entire life insurance industry in India
- 6 of the world’s leading consulting firms

How We Add Value

Our opinions and insights, delivered through an innovative web-based platform, help our clients take informed lending, investment and strategic decisions, thereby mitigating and managing risk.

Our fixed income valuations and indices provide greater transparency in the fixed income markets and empower investors with independent benchmarks to evaluate the performance of their investments.

Our independent equity and company research reports provide insights to investors on under-researched companies. Our reports have improved transparency levels and trading volumes for companies under coverage.

Our executive training service helps train and equip finance professionals to meet real-life business situations.

Our Capabilities

Making Markets Function Better

Economy and Industry Research

- Largest team of economy and industry research analysts in India
- Acknowledged premium, high quality research provider with track record spanning two decades
- 95% of India's commercial banking industry by asset base uses our industry research for credit decisions
- Coverage on 86 industries: We provide analysis and forecast on key industry parameters including demand, supply, prices, investments and profitability, along with insightful opinions on emerging trends and impact of key events
- Research on sectors and clusters dominated by small and medium enterprises covering analysis of relative attractiveness, growth prospects and financial performance
- High-end customised research for many leading Indian and global corporates in areas such as market sizing, demand forecasting, project feasibility and entry strategy

Funds and Fixed Income Research

- Largest and most comprehensive database on India's debt market, covering more than 18,000 securities
- Largest provider of fixed income valuations in India
- Provide valuation for more than Rs.70 trillion (USD 1,167billion) of Indian debt securities
- Sole provider of fixed income and hybrid indices to mutual funds and insurance companies; we maintain 38 standard indices and over 100 customised indices
- Ranking of Indian mutual fund schemes covering 73% of assets under management and Rs.7.2 trillion (USD 120 billion) by value
- Business review consultants to The Employees' Provident Fund Organisation (EPFO) and The National Pension System (NPS) Trust in monitoring performance of their fund managers

Equity and Company Research

- Largest independent equity research house in India, coverage exceeds 140 companies
- First research house to release exchange-commissioned equity research reports in India; covered 1,488 firms listed and traded on the National Stock Exchange
- Assigned the first IPO grade in India; graded more than 100 IPOs till date

Executive Training

- Conducted 1000+ training programs on a wide spectrum of topics including credit, risk, retail finance, treasury, and corporate advisory; trained 20,000 more than professionals till date
- Training programs being conducted in India, Sri Lanka and Bangladesh through an extensive network of well-qualified financial professionals

For CRISIL Limited Authorised Signatory Name: Designation: Company Stamp:	For APMI Authorised Signatory Name: Designation: Company Stamp
DATE:	DATE:

About CRISIL Limited

CRISIL is a leading, agile and innovative global analytics company driven by its mission of making markets function better.

It is India's foremost provider of ratings, data, research, analytics and solutions with a strong track record of growth, culture of innovation, and global footprint.

It has delivered independent opinions, actionable insights, and efficient solutions to over 100,000 customers through businesses that operate from India, the US, the UK, Argentina, Poland, China, Hong Kong and Singapore.

It is majority owned by S&P Global Inc, a leading provider of transparent and independent ratings, benchmarks, analytics and data to the capital and commodity markets worldwide.

About CRISIL Market Intelligence & Analytics

CRISIL Market Intelligence & Analytics is India's largest independent integrated research house. We provide insights, opinion and analysis on the Indian economy, industry, capital markets and companies. We also conduct training programs to financial sector professionals on a wide array of technical issues. We are India's most credible provider of economy and industry research. Our industry research covers 86 sectors and is known for its rich insights and perspectives. Our analysis is supported by inputs from our large network sources, including industry experts, industry associations and trade channels. We play a key role in India's fixed income markets. We are the largest provider of valuation of fixed income securities to the mutual fund, insurance and banking industries in the country. We are also the sole provider of debt and hybrid indices to India's mutual fund and life insurance industries. We pioneered independent equity research in India and are today the country's largest independent equity research house. Our defining trait is the ability to convert information and data into expert judgments and forecasts with complete objectivity. We leverage our deep understanding of the macro-economy and our extensive sector coverage to provide unique insights on micro-macro and cross-sectoral linkages. Our talent pool comprises economists, sector experts, company analysts and information management specialists.

CRISIL Privacy

CRISIL respects your privacy. We may use your contact information, such as your name, address, and email id to fulfil your request and service your account and to provide you with additional information from CRISIL. For further information on CRISIL's privacy policy please visit www.crisil.com/privacy.

Disclaimer

CRISIL Research, a division of CRISIL Limited (CRISIL) has taken due care and caution in preparing this Report based on the information obtained by CRISIL from sources which it considers reliable (Data). However, CRISIL does not guarantee the accuracy, adequacy or completeness of the Data / Report and is not responsible for any errors or omissions or for the results obtained from the use of Data / Report. This Report is not a recommendation to invest / disinvest in any company / entity covered in the Report and no part of this report should be construed as an investment advice. CRISIL especially states that it has no financial liability whatsoever to the subscribers/ users/ transmitters/ distributors of this Report. CRISIL Market Intelligence & Analytics operates independently of and does not have access to information obtained by CRISIL's Ratings Division / CRISIL Risk and Infrastructure Solutions Limited (CRIS), which may, in their regular operations, obtain information of a confidential nature. The views expressed in this Report are that of CRISIL Market Intelligence & Analytics and not of CRISIL's Ratings Division / CRIS. No part of this Report may be published / reproduced in any form without CRISIL's prior written approval.