

IDBI Asset Management Limited

2nd Floor, IDBI Building, Plot No. 39-41, Sector 11, CBD Belapur, Navi Mumbai 400 614.

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**DISTRIBUTOR EMPANELMENT FORM**Affix Photo
(Individuals only)**APPLICANT DETAILS** (ALL FIELDS ARE MANDATORY) PLEASE FILL IN BLOCK LETTERS

Mr. / Ms. / M/s.

ARN (Please enclose copy of the AMFI Certificate / ARN Card) Valid Upto

Status (Please tick) Resident Individual Partnership Firm Pvt. Ltd. Co. Public Ltd. Co. Bank
 Sole Proprietorship NRI Society / Trust Others (please specify)

PAN (please enclose copy of PAN card) E-Mail Address (In Block Letters)

Address for Correspondence

City Pin Code

Telephone (O) STD code Telephone (R) STD code

Mobile Fax STD code

Infrastructure Details Operating from Office: Yes No Do you wish to avail PIN facility (as and when applicable) Yes No

ADDITIONAL INFORMATION (Individuals)

Date of Birth

Educational Qualification

ADDITIONAL INFORMATION (Non Individuals)

Date of Incorporation

Contact Person

Designation

BANK ACCOUNT DETAILS (For Brokerage Payouts) *Please attach cancelled cheque photo copy

Account Name (As appearing in bank records)

Type of Account Savings Current Others (please specify) Account No.

Bank Name Branch City

MICR Code*

IFSC Code* (For RTGS/NEFT)

BUSINESS DETAILS

Products on Offer Mutual Funds Insurance Small Savings Fixed Deposits Bonds IPOs Others (please specify)

Funds Mobilized for Mutual Funds (AUM Break-up) last one year
 Equity Crores Debt Crores
 Structured Products Crores PMS Crores

NOMINATION DETAILS FOR BROKERAGE (For individuals and sole proprietorships)

Name Date of Birth of Nominee

Address

Relationship with Distributor

Name of Guardian (In case of minor)

Signature of Nominee / Guardian

DECLARATION *For non-individuals, the seal of the company / society / trust must be affixed

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/ We undertake to abide by the terms and conditions of empanelment as amended from time to time. I/We am/ are not an employee of the AMC or a relative of a Director/ Employee of the AMC/ Sponsor or any of its associates.

Place Date Signature / Authorised Signatory*

DOCUMENTS TO BE SUBMITTED

	Individuals	Non-Individuals
Copy of self attested ARN Card / AMFI Registration Certificate	✓	✓
Copy of self attested PAN Card copy	✓	✓
Cancelled Cheque photocopy	✓	✓
Original/Certified True copy of Memorandum & Articles of Association/Partnership Deed/Trust Deed/Bye Laws/Incorporation Certificate etc.	✗	✓
Original/Certified True Copy of Board resolution or original letter confirming that the organisation is authorised to undertake distribution of Mutual Funds	✗	✓
Original / Certified True Copy of list of Authorised Signatories	✗	✓

Date of Receipt	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px; height: 20px;">D</td> <td style="width: 20px; height: 20px;">D</td> <td style="width: 20px; height: 20px;">M</td> <td style="width: 20px; height: 20px;">M</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> <td style="width: 20px; height: 20px;">Y</td> </tr> </table>	D	D	M	M	Y	Y	Y	Y	Category _____	Remarks: _____
D	D	M	M	Y	Y	Y	Y				
Requested by: (Name / Location)	Regional Head: (Name / Location)	Zonal Head: (Name / Location)									
Signature _____	Signature _____	Signature _____									

TERMS & CONDITIONS

1. The statements made/information provided by the distributor in the Distributor Empanelment Form ("Form") and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between IDBI Asset Management Ltd.(the "AMC") and the distributor agrees to be legally bound by the same.
2. In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/ CEO/ Authorised Persons confirming that the Organization has been authorized to undertake distribution of mutual funds along with a certified true copy of the Memorandum and Articles of Association / Bye-laws/Partnership Deed /Trust Deed /Society Registration Documents and Certificate of Registration and list of Authorised Signatories must be submitted.
3. The AMC and the Distributor may, if they so desire, enter into a separate operational and service level agreement in connection with the distribution of the Schemes of IDBI Mutual Fund (The Mutual Fund).
4. The appointment as distributor will be at the sole discretion of the AMC and will be subject to written confirmation by the AMC. The agency of the distributor will commence on the date stated in the appointment letter issued by AMC.
5. DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS:
- 5.1 The Distributor shall abide by these Terms & Conditions and rules in force and the changes in the terms & conditions from time to time.
- 5.2 The Distributor shall comply with instructions and directions as may be specified by IDBI Asset Management Ltd. (the "AMC") from time to time.
- 5.3 The Distributor hereby agrees to comply with the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 ("SEBI Regulations") as amended from time to time and with circulars/guidelines issued by SEBI/AMFI from time to time including but not limited to regulations / guidelines on advertisements / sales literature, adhere to code of conduct and best practices prescribed for intermediaries of Mutual Fund by Association of Mutual Funds in India ("AMFI")/ SEBI.
- 5.4 The Distributor, personnel, sub-agents and representatives of the Distributor engaged in sales and marketing of the units of the Schemes of IDBI Mutual Fund must be certified and registered with AMFI and must hold a valid AMFI Certificate as required by SEBI. The Distributor undertakes to provide a declaration to the above effect to the AMC / IDBI Mutual Fund / Trustee as and when requested.
In addition, the AMC / IDBI Mutual Fund / Trustee shall have the right to obtain copies of AMFI Certificates of all personnel, sub-brokers(s) and representative(s) of the distributor engaged in sales and marketing of the Schemes of IDBI Mutual Fund and they shall forthwith be required to furnish the same.
- 5.5 The Distributor undertakes to provide self certification in the prescribed format certifying Compliance with the provisions of extant SEBI Circulars/Guideline, adherence to the code of conduct, as prescribed by SEBI / AMFI and fulfilling the minimum prescribed criteria regarding number of investors and average assets under management at the end of each financial year or such other frequency as may be specified from time to time, to the AMC. The AMC reserves the right to suspend the brokerage till the time of receipt of the Certificate.
- 5.6 The Distributor shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of the AMC. The Distributor shall at no point of time receive/accept cash from the investor on behalf of AMC / IDBI Mutual Fund.
- 5.7 The Distributor shall not in any way indulge in any activity which tantamounts to rebating of commission/brokerage to investors or shall not induce the investors to invest in the Schemes of the Mutual Fund by assuring gifts, benefits or rebating of commission.
- 5.8 The Distributor undertakes not to use any unethical means to sell, market or induce any investor to buy units of schemes of IDBI Mutual Fund.
- 5.9 The distributor agrees to use only such latest Scheme Information Document(s), Statement of Additional Information(s), Key Information Memorandum(s) containing applications forms and advertising material provided by AMC and the distributor shall not design his/her own advertisement/ marketing material of the Scheme(s) of IDBI Mutual Fund unless it has obtained prior written approval from the AMC.
- 5.10 The Distributor, his personnel/ sub-agents agree to read and understand the Scheme Information Document(s), Statement of Additional Information(s) and any addendum /notice issued thereto of the respective scheme(s) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The distributor must not make any representation concerning Units or the Mutual Fund except those contained in the Scheme Information Document(s) of the respective scheme(s), the Key Information Memorandum containing Application Forms and printed information issued by the AMC as information supplemental to such documents.
- 5.11 The Distributor shall not use the name or any logo or mark of the IDBI Mutual Fund, the AMC or of any associated company of the AMC in any manner whatsoever except as expressly agreed in advance in writing by the AMC and under no circumstance after termination of appointment.
- 5.12 The Distributor shall be responsible for providing the Foreign Inward Remittance Certificate or the certificate evidencing the subscription by way of debit to the Non-Resident External/Foreign Currency Non-Resident account of any non Resident Indian / overseas corporate bodies, if allowed by applicable law and regulation, within five Business Days from receiving credit to the Mutual Fund's account.
- 5.13 The Distributor shall not withhold placing investors's order for the purchase/redemption of the Units so as to profit itself as a result of such withholding;
- 5.14 The Distributor shall comply with all statutory and other applicable requirements relating to Anti Money Laundering (AML) Standards/ Combating Financing of Terrorism (CFT) and/or Know Your Client guidelines issued and amended from time to time by any of the regulatory bodies in India. The distributor shall also be liable to handover all documents collected from clients to the AMC along with their application and any additional documents collected/to be collected as an ongoing compliance by the regulatory authorities, within the time frame prescribed by the AMC. In the event of failure to comply with the same, the AMC will have the right to retain the brokerage and/or payments in any other mode payable to the distributors till fulfillment of compliance.
- 5.15 The AMC will not be responsible for payment of any compensation or brokerage to sub-distributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.
- 5.16 Distributor shall disclose to the Investor(s) all the commissions (in form of trail commission or any other mode) payable to them for the schemes of IDBI Mutual Fund, that is been recommended to them. Also, the upfront commission for distributors will be paid by the investor directly to the distributor, based on investor's assessment of various factors including the service rendered by the distributor.
- 5.17 The Personal Identification Number (PIN) for Distributor for accessing the details of their investors and generating various reports will be applicable as and when introduced by IDBI AMC.
6. BROKERAGE/COMMISSION
- 6.1 The Distributor, fulfilling the empanelment criteria as per the Code of Conduct and best practices for the intermediary prescribed by SEBI and AMFI, will be entitled to receive brokerage/commission on the amounts mobilized by him at the rate(s) prescribed by AMC from time to time. However, the Distributor shall not be entitled to receive the commission on the investments made in his/her/its own name.
The rate(s) are subject to revision, from time to time, at the discretion of the AMC and the distributor shall be bound by such changes. The brokerage/commission paid/payable to the Distributor, shall be inclusive of any tax, service tax, costs, charges and expenses incurred by the distributor in connection with the agency and shall be paid to the Distributor only after deduction of the applicable taxes at the applicable rate(s) in force from time to time.
- 6.2 The Distributor shall not have any claim against the AMC/IDBI Mutual Fund/Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of commission/brokerage for business canvassed /funds mobilised.
- 6.3 In case the Distributor receives any fee which is not due or payable to the Distributor, the IDBI Mutual Fund / AMC/Trustee shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor.
- 6.4 In case of non-compliance of any of the terms and conditions mentioned herein and non-compliance of SEBI/AMFI guidelines as may be specified from time to time, the AMC reserves the right to suspend further business and payment of commission, etc., until the compliance with the same.
- 6.5 In case of termination of the agency as mentioned herein, the AMC is not liable to pay any commission / trail commission(s) on the funds mobilized by the Distributor after the termination of agency.
- 6.6 The nominee of individual distributor will receive trail commission on business done before the demise of the distributor holding ARN card, provided the distributor has complied with the terms & conditions of empanelment. The nominee will not be entitled for any commission on SIP investment post demise of distributor. In case of any payment made between the period of actual date of demise and date of intimation of demise, the amount paid shall be recoverable from the nominee.
- 6.7 The AMC shall pay commission / brokerage through electronic mode as per bank account details specified by the distributor in the Empanelment Form. However, if the distributor is not keen on availing this facility and prefer receiving cheques / demand drafts, he can request the AMC for the same through a duly signed letter. The AMC would then ensure that the payouts are effected by sending the cheque / demand draft. In case of unforeseen circumstances, the AMC reserves the right to issue a demand draft / payable at par cheque towards commission/brokerage payouts.
7. LIABILITIES AND INDEMNITIES:
The Distributor shall indemnify and hold harmless the IDBI Mutual Fund, the Trustee, the AMC and its affiliates, its sponsors, successors in interest and permitted assigns against all claims, losses, costs, damages which they might incur/suffer as a result of:
 - i. Any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the IDBI Mutual Fund or its schemes or the AMC, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the AMC),
 - ii. The negligence, fraud or wilful misconduct of the Distributor, or its employees, agents, representatives, affiliates.
 - iii. Breach of any of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives
 - iv. Any act or omission not being in accordance with the SEBI (Mutual Funds) Regulations or any rule, regulation, circular or notice issued by the Regulatory Authorities.
 - v. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgements, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
8. TERMINATION:
- 8.1 The appointment of a distributor shall be liable to be terminated by the AMC forthwith:
 - i. If he/she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - ii. If in course of any judicial proceeding it is found that he/she has knowingly participated in or connived of any fraud, dishonesty or misrepresentation against the AMC or any Unit holder of IDBI Mutual Fund;
 - iii. If the AMC is satisfied that any statement made in the Distributor Empanelment Form/Declaration was false or misleading or calculated to mislead;
 - iv. If he / she acts in any other manner prejudicial to the interest of the AMC / Mutual Fund; and
 - v. If he / she does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law.
 - vi. If he / she fails to comply with the terms and conditions mentioned in this empanelment form.
- 8.2 In addition, this appointment may be terminated at any time by either party by giving not less than 10 Business Days' prior written notice to the other party, provided that either of the parties hereto shall also have the right to terminate the appointment forthwith if required by any law. Further the agency stands automatically terminated without any notice from the AMC/Mutual Fund if the Distributor is disqualified from acting in the capacity complemented herein or the requisite Regulatory/Government approval is withdrawn.
9. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.