

DISTRIBUTOR EMPANELMENT FORM



1. APPLICANT PERSONAL DETAILS

Distributor Name															Photo Required Only for Individual distributors																													
Contact Address (for all communication, brokerage, structure, Intimation & cheques)																																												
City																														Pin Code														
State																														Country														
Email																																												
Tel. No. (STD Code)										Office																				Resi.														
Mobile										PAN																				Fax														
The cities you operate in :																																												
Are all your MF sales employees AMFI/NISM certified: <input type="checkbox"/> Yes <input type="checkbox"/> No																																												
Approx. MF business mobilised in last financial year (Rs. Lacs) :																																												
Equity										Debt										Cash																								

2. AMFI REGISTRATION DETAILS (PLEASE ATTACH A COPY OF ARN CARD/AMFI CERTIFICATE)

AMFI Registration No.	ARN	ARN Issue Date	ARN Valid upto
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3. STATUS (PLEASE TICK ANYONE): (PLEASE ATTACH A SELF ATTESTED COPY OF THE PAN CARD / EUIN CARD)

Individual	Non-Individuals
<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship EUIN <input type="text"/>	<input type="checkbox"/> Partnership Firm / LLP <input type="checkbox"/> NBFC <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Trust/Society <input type="checkbox"/> Others
Wedding Anniversary <input type="text"/>	EUIN <input type="text"/> Date of formation/ incorporation/Registration <input type="text"/>
Educational Qualification: <input type="checkbox"/> Professionally Qualified <input type="checkbox"/> Undergraduate <input type="checkbox"/> Graduate <input type="checkbox"/> Post Graduate	Name Of CEO / Proprietor / Key Person <input type="text"/>
	Contact Person(s) <input type="text"/>
	Office Number <input type="text"/> Mobile <input type="text"/>
	E-mail <input type="text"/>

4. BUSINESS DETAILS

No. of Branches No. of Sales Employees No. of Clients No. of Sub-Brokers Total MF AUM (Funds Mobilised)

Experience in selling : ☐ Mutual Fund ☐ Insurance ☐ IPOs ☐ Fixed Deposits ☐ Bonds ☐ Others Please Specify No. of years

5. Are you or any of your Associates/Subsidiaries involved in any Regulatory/Statutory Levies, Fine, Penalties and Legal Suits, Customer Compensation ?

☐ Yes ☐ No. If yes please provide full details on a separate sheet

6. DISTRIBUTOR INFORMATION (Only empanelled Distributors/ Brokers will be permitted to distribute Units of Baroda BNP Paribas Mutual Fund)

Special achievements/ awards in last three years

7. POLITICALLY EXPOSED PERSON

☐ Are you a PEP (politically exposed person) OR ☐ RCA (Relatives/ Close Associates)

8. BANK DETAILS

Bank Name																													
Bank Branch															A/c. No.														
A/c Type <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> NRO <input type="checkbox"/> NRE																													
Bank Address																													
City															Pin														
IFSC																													
Please provide 11 digit IFSC code. Please enclose a cancelled cheque of the above bank account.																													
Service Tax No.																													

FOR OFFICE USE ONLY

Recommended by	Signature
Reason for recommendation	
BC	
Date <input type="text"/>	
Approved by	(Regional Head - Sales)

I hereby nominate the person named below to receive the amount of brokerage to my credit in the event of my death.

[illegible]

☐ I/We shall ensure that the customer provides such additional information/declaration as may be required by the AMC/ Mutual Fund under PMLA/ KYD/ Foreign Account Tax Compliance Act ("FATCA")/Common Reporting Standard (CRS) as amended from time to time. In the absence of such information/declaration, the application for subscription of units is liable to be rejected.

Signature / Authorized Signatory)

Declaration:

This is to certify that _____ is a partnership/ corporate/ proprietorship firm and all employees engaged in sales and distribution activities are AMFI certified and also have applied for/ received their ARN photo ID cards / EUIN.

I/We declare that the information furnished herein above is true and correct to the best of my/our knowledge and belief and that, I/We am/are permitted to undertake the activities of distributing/selling units of the schemes managed by BAMIL. I/We further confirm that I/We abide and will abide by the terms and conditions stated overleaf/attached and amendments thereof, if any, communicated to me/us in writing by BAMIL from time to time relating to my/our empanelment as distributor.

I/We will comply with the provisions of The Prevention of Money Laundering Act, 2002 and guidelines issued by Securities and Exchange Board of India and Association of Mutual Funds in India from time to time in this regard.

Signature / Authorised Signatory
(please affix seal, if applicable, against your signature)

Place _____

Date _____

Sr. No.	Documents	Individual/ IFA	Corporate	Trusts	Societies	Partnership Firms	HUF
1	Copy of AMFI Certificate	✓	✓	✓	✓	✓	✓
2	Copy of EUIN Card	✓	✓	✓	✓	✓	✓
3	Copy of AMFI Letter & ARN Card	✓	✓	✓	✓	✓	✓
3	Copy of PAN Card	✓	✓	✓	✓	✓	✓
4	Cancelled Cheque	✓	✓	✓	✓	✓	✓
5	Authorized Signatory List	✓	✓	✓	✓	✓	
6	Board Resolution		✓				
7	MOA/ AOA		✓				
8	Trust Deed			✓			
9	Partnership Deed/ Deed of Declaration				✓	✓	
10	By Laws				✓		
11	Self Declaration Form	✓	✓	✓	✓	✓	✓
12	FATCA / CRS	✓	✓	✓	✓	✓	✓

HELP US TO KNOW YOU BETTER	
Name of spouse	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>
Date of Birth	<div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>
Name of Child (1)	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>
Date of Birth	<div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>
Name of Child (2)	<div> <div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div> </div>
Date of Birth	<div> <div>D</div><div>D</div><div>M</div><div>M</div><div>Y</div><div>Y</div><div>Y</div><div>Y</div> </div>
Your preferred language for communication : _____	
Preferred mode of knowledge update : <input type="checkbox"/> Classroom <input type="checkbox"/> E-Mail <input type="checkbox"/> Call <input type="checkbox"/> Online	
What does your family enjoy most doing together?	
<input type="checkbox"/> Travelling <input type="checkbox"/> Watching movies <input type="checkbox"/> Others, please specify _____	
Are you active on Social Media? <input type="checkbox"/> facebook <input type="checkbox"/> twitter <input type="checkbox"/> linkedin <input type="checkbox"/> whatsapp <input type="checkbox"/> others _____	
What kind of holiday destination do you like? <input type="checkbox"/> Beaches <input type="checkbox"/> Hill Station <input type="checkbox"/> Historical Places <input type="checkbox"/> Others _____	
Your Hobbies : _____	

Extracurricular activity, if any : would you like to share any special achievements in your family member? _____	

What kind of support do you expect from Baroda AMIL to excel your performance? _____	

<input type="checkbox"/> Training on Capital Markets <input type="checkbox"/> Products <input type="checkbox"/> Selling Skills <input type="checkbox"/> Presentation/Communication Skills <input type="checkbox"/> Soft Skills <input type="checkbox"/> Any other, please specify _____	
Which sport do you like & why ? _____	

Place: _____	
Date: _____	
Signature of the Distributor _____	

Baroda BNP Paribas Asset Management India Private Limited

(Formerly BNP Paribas Asset Management India Private Limited)

Crescenzo, 7th Floor, G-Block, Bandra Kurla Complex, Mumbai – 400051, Maharashtra, India.

TERMS AND CONDITIONS OF DISTRIBUTORSHIP

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 Baroda BNP Paribas Asset Management India Private Limited ("AMC"), the investment manager to Baroda BNP Paribas Mutual Fund ("Mutual Fund"), and the distributor, and the distributor agrees to be legally bound by the same.
2. The distributor shall carry out such directions as may from time to time, be issued by AMC in this regard and same shall form an integral part of the terms & conditions.
3. The appointment as the distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The empanelment of the distributor will commence on the date stated in the empanelment letter issued by AMC. The distributor can distribute schemes with effect from the date stated in the empanelment letter issued by the AMC.
4. Capitalized terms used herein but not defined in this Terms and Conditions will have the same meaning as assigned to them in the respective Scheme Information Document/Statement of Additional Information.

DECLARATION

5. The distributor agrees to abide by these Terms and Conditions and rules in force and changes made to the Terms and Conditions from time to time.
6. The distributor shall at all times conduct himself / herself with propriety and decorum and in a manner which is not prejudicial to the interest of the AMC. If the AMC has reasons to feel dissatisfied with the conduct of a distributor, his / her distributorship will be discontinued.
7. The distributor agrees that he/she will not use any unethical means to sell, market or induce any investor to buy units of the schemes of the Mutual Fund. The distributor agrees he/she will not directly or indirectly rebate/pass on the commission/ brokerage to investors and shall not attract/ induce investors by offering any rebate / gifts or any other benefits which are extraneous to the schemes of Baroda BNP Paribas Mutual Fund.
8. The distributor agrees to read and understand the Offer Document 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 will not make any representation concerning units or schemes except those contained in the Offer Document 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. In particular and without prejudice to what is stated above, the distributor shall not make or give any representation, statement or warranty which is incorrect, incomplete or misleading (whether by reason of any omission to state a material fact or for any other reason).
9. The distributor confirms not to design his/her own advertisement of the Schemes of Mutual Fund unless he/she has obtained prior approval in writing from AMC.
10. The distributor shall not give any indicative portfolio and indicative yield in any communication, in any manner whatsoever with regards to the schemes of the Mutual Fund.
11. The distributor shall not receive cash on behalf of the AMC. The distributor is not authorized to issue any receipt for cash and demand drafts received along with the application form(s) on behalf of the AMC.
12. The distributor undertakes and agrees to uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which it operates. The distributor and its personnel undertakes that it will not offer, promise, give or pay (either directly or through a third party) any financial or other advantage, with the intention to induce or reward any person to improperly perform a function or activity that they are otherwise expected to perform in good faith, impartially or from a position of trust. Further, the distributor and all its personnel confirm that they will not receive, accept, or solicit (either directly or through a third party) the payment of any financial or other advantage to improperly perform any function or activity required of the distributor under this agreement.
13. The distributor shall: (a) Order units of the schemes only from the Mutual Fund and (b) Not withhold placing investor's orders for the units so as to profit themselves as a result of such withholding.
14. The distributor agrees that any order received by the Mutual Fund shall be subject to final acceptance by the Mutual Fund. Further, the AMC / Mutual Fund shall not accept any conditional order or subject to any delay or contingency prior to execution.
15. The distributor agrees that this relationship is on a non-exclusive basis and is expressly established subject to the AMC/Mutual Fund being allowed to appoint other distributors to sell the units of its scheme(s) or to sell units of its schemes directly to investors.
16. The distributor shall not distribute any sales, promotional or other literature prepared by the distributor or agent or any third party unless the distributor obtains prior written approval from the AMC for such distribution.
17. The distributor hereby agrees that the distributor shall solely be responsible for all acts of its personnel/representatives/sub-agent(s), to the AMC/Mutual Fund and third parties.
18. The distributor hereby declares that it does not fall under any of the criteria mentioned in the SEBI circular number Cir/ IMD/ DF/13/ 2011 dated August 22, 2011. Subsequent to the empanelment, if the distributor falls under any of the said criteria, the distributor shall intimate the AMC immediately and comply with the aforesaid SEBI circular.
19. The distributor shall facilitate the unit holders/investors unfettered and unrestricted access to the Mutual Fund / AMC and shall ensure that the unit holder's rights are not restricted in any manner.
20. The distributor shall not indulge in any malpractice / mis-selling while charging transaction costs. Further, the distributor shall not split the investments in order to enhance the amount of transaction costs.
21. The distributor shall disclose all commissions (in the form of trail commission or any other mode) payable to it/them for the different competing schemes of various mutual funds from amongst which the scheme is being recommended to the investor/client and shall also abide with the requirements of the SEBI circular no. SEBI/IMD/CIR No. 4/168230/09 dated June 30, 2009.

22. In line with the SEBI circular no. CIR/IMD/DF/21/2012 dated September 13, 2012 read with AMFI guidelines number 135/BP/33/2012-13 dated December 31, 2012, the distributor and/or its employee/relationship manager/sales person/sub-distributor shall have Employee Unique Identification Number (EUID) and shall comply with relevant circulars/ guidelines, issued from time to time in this regard.
23. The Distributor shall do all such acts, deeds and things as may be necessary to conduct due diligence on the customer profile and report any suspicious profile to AMC.
24. The Distributor agrees to provide such assistance as may be required by the Registrar & Transfer Agent - CAMS (Registrar)/AMC to redress investor complaints, including co-ordination with the designated branches and the Registrar within five (5) days of the receipt of such complaint. The distributor further agrees that the AMC shall not be liable to redress any grievance of any investor pertaining to the services rendered by such distributor to the investor.
25. Distributor shall ensure that the investor data is adequately protected. AMC shall provide data only relating to transactions which are routed through such distributors.
26. **SPECIAL TERMS AND CONDITIONS APPLICABLE TO NEW CADRE OF DISTRIBUTORS (NCD) :**
 - a) The NCD will comply with registration, renewal and self certification requirements as prescribed by AMFI at all the given points of time.
 - b) NCD agrees that he/she shall distribute only those schemes of the Mutual Fund which are eligible for distribution by the NCD as notified by SEBI/AMFI. NCD agrees that it shall be his/her responsibility and duty to update himself/herself about the notified schemes.
 - c) Further, the AMC shall reject the transactions received through a NCD in schemes other than eligible schemes with intimation to the investor.
 - d) NCDs are requested to note that selling of schemes other than eligible schemes shall be viewed very seriously and appropriate penal action including termination of empanelment by the AMC and cancellation of the ARN by AMFI would be initiated.
27. The distributor shall be registered with National Institute of Securities Markets (NISM) with a valid AMFI Registration Number (ARN) and shall satisfy all the requirements, including NISM certification, prescribed by AMFI. All the employees of non-individual distributors engaged in marketing and selling of Units of mutual funds shall possess a valid photo-identity card with the ARN of the distributor they represent. The distributor shall also comply with the relevant provisions of the guidelines/Code of Conduct issued by SEBI/NISM/AMFI from time to time.
28. The distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued by SEBI/AMFI from time to time pertaining to mutual funds with specific focus on regulations/guidelines on advertisements/sales literature and code of conduct for distributors and shall adhere to it at all times.
29. The distributor agrees to comply with all applicable laws and regulations in respect of Know Your Distributor (KYD) & Prevention of Money Laundering Act, 2002 (PMLA) as applicable to the distributor and shall maintain and retain records of the customer as per the provisions of Prevention of Money Laundering (Maintenance of Records) Rules, 2005 and SEBI circulars/ guidelines issued there to. Besides, the distributor shall ensure compliance with KYD & Anti Money Laundering requirements, if any, provided by the AMC to the distributor. The distributor agrees that the AMC reserves the right to call for any documents pertaining to the distributors' clients that may be required by it for furnishing to any authority or a government agency like FIU, SEBI, RBI or its auditors in line with PMLA 2002.

The distributor agrees to assist the AMC in procuring and verifying all relevant information and documents pertaining to the client, as per the requirements communicated by the AMC from time to time, to comply with the Prevention of Money Laundering Act, 2002 and other related requirements stipulated by any statutory authority. The distributor shall make KYC mandatory irrespective of the amount of investment for all its investors.

Notwithstanding the above, in case of investments through SIP of upto Rs. 50,000/- per financial year and micro investment i.e fresh purchase, additional purchase & SIP installments for amount not more than Rs. 50,000/- per financial year and investors residing in the state of Sikkim shall be exempted from the requirement of PAN as prescribed by AMFI guidelines (on Uniform Implementation of SEBI letter dated June 19, 2009 on exemption of PAN for SIP). Nevertheless, the distributor shall comply with the requirements of getting standard specified identification documents/instruments as mandated in the said AMFI guidelines. The term 'investor' for the purpose of Micro-SIP shall mean individuals, minors and sole proprietary firms only.

Notwithstanding the above, the distributor hereby undertakes to abide by all SEBI/AMFI/ other governmental notification/ circulars/guidelines issued from time to time with regard to KYC norms, rules, procedures and practices.
30. The distributor shall provide self certification in the prescribed format certifying compliance with the provisions of the existing SEBI/AMFI guidelines/circulars, adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of mutual funds and fulfilling the minimum prescribed criteria regarding the number of investors and average assets under management at the end of every financial year to the AMC. If the said self certification is not provided, then the brokerage will be suspended till the time of receipt of the certificate. Further, AMC reserves the right to forfeit the said brokerage if the self certification is not received within the extended timelines in accordance with the AMFI guidelines/ circulars in this regard.
31. (a) Applicable for individual distributors : An individual distributor shall have atleast 12 investors with the empanelling AMC within one year from the date of empanelment. Failing this he / she shall give an undertaking to the AMC that he/she services atleast 25 investors across all mutual funds. Failing both the above, the distributor will not be entitled to receive brokerage from the AMC on the mobilization done by him / her during the subsequent year, until he/she complies with the above.
- (b) Applicable for non-individual distributors : Within one year of empanelment, if 75% or more of the gross funds mobilized are from associates, then the distributor shall furnish an undertaking stating that the non-individual distributor had serviced at least 200 investors other than associates and /or employees of the said associate during the said period. This undertaking would form part of his /her annual self-certification as specified in clause 24 herein above.

- (c) Corporate distributor obtaining empanelment with AMC is required to have at least 100 investors from non-associates within one year of empanelment or have average assets under management of at least Rs. 1 crore with the AMC which are not from associates (being subsidiary and holding companies) within the period of one year of empanelment.

BROKERAGE

32. The distributor is eligible for brokerage/commission on the business canvassed by him/her (except on their own investment) under Plan A (Regular) plan of the schemes of the Mutual Fund at the rate/rates prescribed by the AMC at the commencement of the empanelment. Provided, however, that the rates being subject to revision at the discretion of the AMC, the distributor shall be bound by such changes advised by the AMC from time to time.
33. A distributor will not be entitled to any payment beyond the commission referred to above whether for work done by him/her in connection with the distributorship, except marketing expenses, as may be agreed by AMC at its discretion.
34. The distributor shall not have any claim against the AMC / Mutual Fund / Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of the commission/brokerage for funds mobilized by the distributor.
35. To avail the facility of Direct Credit of brokerage payment, the distributor is required to enclose a copy of cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/ commission by cheque/demand draft even if the distributor has opted for direct credit brokerage. All payments to the distributor shall be subject to the relevant provisions of the Income TaxAct, 1961 and other applicable laws, if any.
36. In case of application by non-individuals, a certified true copy of the relevant resolution or authority to make the application as the case may be, alongwith a certified true copy of the Memorandum and Articles of Association/Bye-laws/Partnership Deed, a certified true copy of the latest Audited Annual Accounts and Certificate of Registration should be submitted.
37. In the event of excess payment of brokerage to the distributor, the AMC shall have the right to deduct and appropriate the excess amount from any amounts subsequently payable by the AMC to the distributor. In the event that no subsequent amount is payable by the AMC to the distributor, the distributor shall refund the same to the AMC within 30 days of demand by the AMC.
38. In case of termination of appointment of distributor as per clause 44 and 45 herein , the AMC shall not pay any commission after termination of the appointment of the distributor for the business brought/funds mobilized by them for AMC before the termination.
39. In case of non-compliance with any of the Terms and Conditions mentioned herein and/or non-compliance with any SEBI/AMFI guidelines, the AMC may suspend further business and pay-out of commissions etc. to the distributor until the same is complied with. Further, the AMC shall forfeit brokerage payable to the distributor in case of non-compliance with the EUIN guidelines as prescribed by AMFI/SEBI.

INDEMNITY

40. The distributor declares and covenants with the AMC, to defend, indemnify and hold the AMC and its affiliates, promoters, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
- Any breach or non-compliance by the Distributor of term, covenants and conditions or other provisions hereof, or offer document(s) or any actions or omissions thereunder;
 - Any failure on part of the Distributor to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
 - The misfeasance, malfeasance or fraudulent acts of the personnel / representative(s) of the distributor; and
 - Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set for the above.
41. The distributor shall also protect and keep harmless and indemnify the AMC, Trustee and/or the Mutual Fund from and against any and all direct, indirect costs, charges, loss, claim, cost, charges, expenses, damages, liabilities, awards, judgements, fines and actions of any nature whatsoever which the AMC, Trustee and/or Mutual Fund may have to incur/suffer as a result of (a) the distributor not conforming to the instructions contained herein or which may be issued to him/her from time to time by the AMC, (b) distributor making any representations, that are not based on information, documentation and/or literature provided by AMC/Trustee/Mutual Fund; (c) wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence.

ASSIGNMENT AND LIMITATION OF LIABILITY

42. The distributor shall not undertake any obligation or incur any liability on behalf of the AMC nor in any way pledge the AMC's credit.
43. The distributor shall not be entitled to assign, transfer, charge or in any manner make or create any third party right or interest in this agreement or the distributor's obligations, liabilities, benefits or rights.
44. The distributor will not have any lien or charge on the properties of the AMC/Trustee/Mutual Fund in its possession.

TERMINATION

45. The empanelment of a distributor shall be liable to be terminated by the AMC forth with:-
- If he/she is found to be a minor or adjudicated as an insolvent or found of unsound mind by a court of competent jurisdiction or is or has been in five years immediately preceding his/her empanelment convicted by a criminal court for an offence involving moral turpitude.
 - If in the course of any judicial proceeding it is found that he/she has knowingly participated in, or connived at, any fraud, dishonesty or misrepresentation against the AMC or any unitholder of Mutual Fund .
 - If the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead.
 - If the AMC is satisfied that the distributor
 - has offered or continues to offer any kind of an incentive to the prospective investor or
 - in any statement, hand bills, circular, promotional materials or any other form of

publicity material brought out by him/ her has reproduced the logo of the AMC or

- reproduced any advertisement whether in full or in part, issued by the AMC without the prior authority of the AMC or
- acts in any other manner prejudicial to the interest of the AMC or
 - has not complied or does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law or any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
 - If found to have violated regulations, caused an act that can be termed as cheating, forgery, mis-selling, etc to investors and such misconduct have led to conclusion by AMFI to suspend or terminate
46. Either party may be entitled to terminate this agreement (which shall also result in the termination of the distributor's enrolment as a distributor) at any time without assigning any reason by giving not less than 15 business days advance notice to the other party.
47. The empanelment of the distributor shall stand automatically terminated without any notice from the AMC/Mutual Fund up on disqualification or withdrawal of regulatory/government approval to act in the capacity contemplated herein. Upon any termination, the distributor shall forthwith hand over all documents, papers and material pertaining to the AMC / Mutual Fund and/or belonging to the AMC/MutualFund.

NOMINATION FACILITY (Applicable only to individual distributors)

48. The AMC offers nomination facility to the distributor to enable the nominee to receive trail commissions on the business done before the demise of the distributor holding the ARN provided the distributor has complied with the Terms and Conditions mentioned herein above.

CONFIDENTIALITY

49. The distributor recognises, accepts and agrees that all facts, data, customer databases and information, manuals, details, material, guidelines and other information whatsoever which may be given or communicated to the distributor or its personnel or produced by or as a result of the services rendered by the distributor pursuant to this agreement or to which the distributor or its personnel may be privy pursuant to or in connection with this agreement and/or in the course of performance of its services pursuant to this agreement shall be and remain the sole property of the AMC and shall be kept strictly private and confidential by the distributor and its personnel.
50. Neither Party shall (except in exercise of or in course of its duties hereunder or where required to comply with legal obligations or executive, judicial, quasi-judicial or regulatory or statutory requirements) disclose to any third party any information relating to Business or the affairs of any other Party unless authorized in writing by such other Party, as the case may be, and shall use all reasonable endeavors to prevent any such prohibited disclosures as aforesaid whether by any of its officers, employees or agents or by anyone else.

GRIEVANCES

51. In all grievances regarding payment of brokerage or any other matter, the distributor shall quote its ARN and such other details as are necessary for expediting redressal of such grievances. The distributor shall make all its grievances if any within 21 (twenty one) days from receipt of brokerage and the distributor shall not be entitled to make any grievance thereafter.

DISPUTES

52. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

MISCELLANEOUS

53. Any notice or other communication in connection with this agreement shall be in writing and shall be addressed to the AMC/Mutual Fund or the distributor at their respective addresses mentioned in this agreement or any other address in India which the concerned party has intimated to the other party in accordance with the provisions of this agreement.
54. It is clarified that these Terms and Conditions are on a principal to principal basis and does not and shall not constitute or deemed to constitute a partnership or joint venture or agency and does not create and shall not be deemed to create any employer-employee or principal-agent relationship. Accordingly, the distributor and/or its personnel/representative(s) shall not have an authority to assume or create any obligation or responsibility on behalf of the AMC or bind the AMC in any manner whatsoever. The distributor and/or its personnel/representative(s) shall not, be entitled to, by written or oral act, omission, word or deed make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the distributor is representing or acting as an agent of the AMC. Save and except as may be expressly permitted by the AMC, the distributor and its personnel shall not use the name and/or trademark/logo of the AMC in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of the AMC. The activities of the distributor and its personnel/representatives shall not be construed to be activities of AMC.
55. No failure or delay in exercising any right, power or privilege under this agreement by the AMC shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
56. If any provision of this agreement is held unenforceable, such provision will be modified to reflect the parties intention. All remaining provisions of this agreement shall remain in full force.
57. The AMC shall change, alter, amend, add to and/or delete any of the terms and conditions of this agreement as appropriate from time to time.

I have read the above mentioned terms and conditions of the empanelment and agree to abide by the same.

Place : _____

Date : _____

Signature

Full name : Shri/Smt/Kum: _____